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Bovis Lend Lease, Inc.
City of Chicago
Registered General Contractor
Class A License Number TGC 04231

Subcontract

Contractor Job Number	52089699 – Williams Jones College Preparatory High School
Subcontract Number	317201 - A
Date	January 11, 2011

CONTRACTOR:
The Public Building Commission of Chicago, an Illinois municipal corporation
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, IL 60602
Attention: Mr. Mike Vergamini
("Contractor")

SUBCONTRACTOR:
Rausch Construction Co., Inc
2717 S. 13th Avenue
Broadview, IL 60155
Attention: Mr. Bill Rausch
("Subcontractor")

WORK: Water Tunnel Fill

(general caption only)

PROJECT: **William Jones College Preparatory High School – PS1805**
644-736 South State Street, Chicago, Illinois
("Project")

OWNER: **The Public Building Commission of Chicago**, an Illinois municipal corporation
("PBC")

ARCHITECT-ENGINEER: Perkins + Will
330 N. Wabash, Suite 3600
Chicago, IL 60611
("Architect")

CONSTRUCTION MANAGEMENT CONTRACT: Dated: June 15, 2010
("Contract")

SUBCONTRACT PRICE: Two Hundred Fifty Six Thousand Dollars ($ 256,000.00)
("Price")

MONTHLY BILLING DATE: 20th of each month
("Monthly Billing Date")

RETAINED PERCENTAGE: 10 %
("Retained Percentage")

CHANGE ORDER OVERHEAD AND PROFIT: 10 % 5
("Profit Percentage")

PAYMENT AND PERFORMANCE BONDS: Required ☐ Not Required ☒

(The above terms are incorporated by reference and are more fully explained below.)

Contractor, and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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ARTICLE 1, WORK

The term "Work" means: (i) the furnishing and performance of all labor and materials by Subcontractor, at or for the benefit of the Project which is within the general scope of this Subcontract (as that term is defined in Exhibit B) and the Contract Documents (as that term is defined in Schedule 1), or which can be reasonably inferred from the general scope of this Subcontract or the Contract Documents; (ii) unless specifically expressly excepted, the furnishing by Subcontractor of all labor, material, equipment, supplies, plant, tools, scaffolding, hoisting, temporary facilities, transportation, superintendence, inspections and temporary construction of every nature; (iii) that which is to be produced and supplied pursuant to this Subcontract; and (iv) the obligation of Subcontractor to visit the Project site, and to fully acquaint and familiarize itself with the site, surrounding and subsurface conditions and the character of the operations to be carried on at the site, and make such investigations as Subcontractor may deem fit or as may be prudent for Subcontractor to fully understand the facilities, physical conditions and restrictions attending the Work. All Work shall be completed strictly in accordance with the requirements of this Subcontract and the Contract Documents.

The Contract Documents are available for examination by Subcontractor at all reasonable times at the office of Bovis Lend Lease, Inc. (hereinafter "Construction Manager"). Subcontractor represents and agrees that it has carefully examined and understands the Contract Documents relevant to the Work; has adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work; and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Contractor or Construction Manager.

The Contract Documents are to be treated by Subcontractor as "scope" documents which indicate the general scope of the Work in terms of the architectural design concept, the overall dimensions, the type of structural, mechanical, electrical, utility, and other systems, and an outline of major architectural elements. As "scope" documents, the Contract Documents do not necessarily indicate or describe all items required for the full performance and proper completion of the Work. It is the intent of this Subcontract that Subcontractor is to furnish for the Price all items required for proper completion of the Work. Subsequently issued documents may more completely detail certain requirements of the Work, at the option of the Architect, for the purpose of further defining the Work, but there is no obligation to issue such additional documents.

As a part of its obligation to provide and perform the Work, Subcontractor recognizes its responsibility to furnish a competent and adequate staff and use its best skill and attention for the proper administration, coordination, supervision and superintendence of the Work; (i) organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; (ii) keep an adequate force of skilled workers on the job to complete the Work in strict accordance with all requirements of the Contract Documents; (iii) maintain throughout the duration of the Work a competent superintendent and any necessary assistants, all of whom shall be acceptable to Contractor and shall not be changed without the consent of Contractor; (iv) enforce discipline and order among Subcontractor's employees and not to employ at the Project any unfit person or anyone not skilled in the task assigned; (v) provide supervision by experts in all aspects of the application of the materials, equipment or system being fabricated and installed; and (vi) submit to Contractor the names, responsibilities and titles of the principal members of Subcontractor's staff.

Subcontractor shall be bound to Contractor and Construction Manager by the terms and conditions of the Contract Documents, as the same shall be applicable to the Work and this Subcontract, and hereby assumes toward Contractor and Construction Manager all of the duties, obligations and responsibilities that Contractor and Construction Manager has by the Contract Documents assumed toward the PBC. Subject only to the terms of Article 27, nothing herein shall be construed to be a binding agreement to arbitrate any dispute arising hereunder, notwithstanding any provision to the contrary contained in the Contract Documents.

Subcontractor hereby irrevocably grants Contractor a license to use all shop drawings, designs, and deliverables provided by Subcontractor on the Project for Contractor's purposes on the Project. Such license extends, without limitation to all shop drawings, CAD drawings, submittals to governmental or quasi-governmental authorities, product approvals, fabrication processes and the like, which are in any way necessary or desirable for the performance of the Work ("Granted Licenses"). This Subcontract shall constitute conclusive evidence of the granting to Contractor of the Granted Licenses by Subcontractor.

ARTICLE 2, PRICE

Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work and performance of all the duties, obligations and responsibilities of Subcontractor under this Subcontract, the sum set forth above as the Price, subject only to additions and deductions as expressly provided in this Subcontract. To the extent that the Work is to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Exhibit D, based on actual quantities determined in accordance with the Contract Documents and this Subcontract. The Price and all unit prices shown in Exhibit D shall be deemed to include all costs of Subcontractor's performance of the Work as set forth in the Contract Documents, including, but not limited to, the costs of labor, supervision, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance, taxes, and all overhead and profit.

ARTICLE 3, PROGRESS PAYMENTS

Within ten (10) days after the date of transmission of this Subcontract to Subcontractor, Subcontractor shall submit to Contractor for Contractor's approval a detailed schedule showing a proper cost breakdown (with a proper share of associated overhead and profit) of the Price according to the various line items, or parts, of the Work, for use only as a basis for verifying Subcontractor's applications for payment or supporting Contractor's applications for payments under the Contract Documents.

On or before each Monthly Billing Date, Subcontractor shall submit to Contractor, in such form and supported by such data (including bills of sale and applicable insurance) as Contractor may require, a progress payment application showing the value of the Work installed ("Completed Work"), plus the value of the material and equipment for incorporation in the Work suitably stored and insured (to the satisfaction of Contractor and

Architect) at the Project site or other approved location ("Stored Work"), as of such date if, and only if, the Contract Documents provide for payments to Contractor on that basis. Subcontractor shall also furnish to Contractor, with Subcontractor's first Application For Payment, a list of all companies, entities, and individuals supplying labor or materials for the performance of the Work ("Furnisher Information Schedule"). Such Furnisher Information Schedule shall be updated with every Application Contractor shall make progress payments to Subcontractor in accordance with Section 5.01(m) of the Contract from funds actually received from the PBC, , and so long as all other conditions of payment are met under Article 5, below, and after deducting (a) all previous payments, (b) current retainage (meaning a reserve equal to the Retained Percentage times the allowed value of Completed Work and Stored Work, plus any additional reserve provided for herein) and (c) all charges or backcharges for services, materials, equipment, or other items furnished or otherwise chargeable to Subcontractor. Contractor shall review each Application for Payment together with such supporting documents as required under Article 5 of this Subcontract and as otherwise requested by PBC or Contractor. Contractor shall then approve, modify or reject, in whole or in part, such Application for Payment. Contractor reserves the right to advance the date of any payment (including final payment) due or to become due under this Subcontract if, in its sole judgment, it becomes desirable to do so.

Subcontractor shall not be entitled to any payment until this Subcontract has been properly executed and all documents and information to be furnished by Subcontractor have been supplied to Contractor.

ARTICLE 4, FINAL PAYMENT

A final payment, consisting of the unpaid balance of the Price, shall be made within thirty (30) days after the last of the following to occur: (a) satisfactory completion of the Work by Subcontractor, (b) unqualified acceptance thereof by the Architect and PBC, (c) full final payment by PBC to Contractor under the Contract Documents on account of the Work, (d) furnishing of evidence satisfactory to Contractor that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished or incurred in connection with the Work, (e) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors and (f) delivery of a general release, in a form satisfactory to Contractor, executed by Subcontractor running to and in favor of Contractor and PBC, and such other parties as Contractor may require. To the fullest extent permitted by law, Contractor and/or Contractor's surety or sureties shall have no liability or responsibility for any amounts due or claimed to be due Subcontractor for any reason whatsoever except to the extent that Contractor has actually received funds from PBC specifically designated for disbursement to Subcontractor. Receipt of these funds by Contractor shall be an absolute condition precedent to Subcontractor's right to receive payment under the Contract Documents or any payment bond. In the event of any conflict between the Contract Documents, any payment bond and this provision, this provision shall govern. With regard to the foregoing, Subcontractor: (i) agrees that the Price shall be a non-recourse obligation; and (ii) waives Subcontractor's right to assert any claim, demand, right, or cause of action against Contractor and/or Contractor's surety or sureties for any portion of the Price (unless and to the extent that Contractor actually receives funds from the PBC attributable to the Work).

Acceptance by Subcontractor of Final Payment shall constitute a release of PBC and Contractor of and from all liability for all things done or not done or furnished or not furnished in connection with the Work, and for every act, omission, or neglect, if any, relating to or arising out of the Project. As a condition of final payment, Subcontractor shall also execute and deliver a general release to Contractor naming PBC and Contractor, said general release to be in such form as Contractor may provide.

ARTICLE 5, PAYMENT CONDITIONS

Subcontractor will receive the payments made by Contractor and Subcontractor will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid. Subcontractor shall first apply all progress payments as trustee to satisfy all obligations Subcontractor has incurred due to the Work.

Subcontractor shall, as often as requested by Contractor, furnish such information, evidence and substantiation as Contractor may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof. Subcontractor shall also furnish, as required by Contractor in its sole discretion, such partial or final lien waivers or releases as Contractor deems necessary to ensure that Subcontractor has paid all persons furnishing any labor, material, or services in furtherance of any Work furnished hereunder. If required by Contractor, the furnishing of such lien waivers and releases shall be a condition precedent to any payment hereunder. Moreover, no prior failure of Contractor to require such releases and waivers shall limit Contractor's right to require them subsequently.

Contractor reserves the right to withhold, as an additional reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that Subcontractor (or anyone providing any of the Work hereunder) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or has caused damage to the Work or to any other work on the Project; (b) to complete the Work if it appears that funds remaining in the Subcontract, including retainage and exclusive of backcharges, are insufficient to complete the Work; (c) to reimburse Contractor for any backcharges incurred as a result of any act or omission by Subcontractor hereunder; (d) to protect Contractor from the possible consequences of any other breach or default by Subcontractor hereunder; or (e) to secure Contractor with respect to any breach or default by Subcontractor or its affiliates, parent company and subsidiaries under any other agreement.

Payment hereunder shall not be evidence of the proper performance or progress of the Work and no payment shall be construed to be acceptance of defective, faulty or improper work or materials. To the extent that payment is requested for any Work which requires the preparation of construction documents which are maintained on electronic media, no payment shall be due until delivery of the data for such construction documents in a format which is acceptable to Contractor.

Subcontractor shall at all times cooperate, in the course of its performance of the Work and of the Contract Documents, with any entity or entities providing financing for the Project and shall agree in writing to all changes and modifications to the Contract Documents which are requested by such entity or entities that do not impose any substantial additional burdens on Subcontractor or materially reduce or limit Subcontractor's rights. Subcontractor shall supply such information and certifications as reasonably may be required from time to time by the aforesaid entity or entities in order that PBC can satisfy conditions to entity's obligations to make payment to the PBC.

As an additional condition precedent to any payment (including, but not limited to, final payment) under this Subcontract, Subcontractor shall provide to Contractor on electronic media copies of all drawings, shop drawings, CAD documentation and discs, and other documents prepared by Subcontractor, or prepared at Subcontractor's direction, in connection with the performance of the Work, whether or not submitted to Contractor or PBC in connection with the Work.

ARTICLE 6, TIME

Time is of the essence in the Subcontractor's commencement, prosecution and construction of the Work. Therefore, Subcontractor shall be liable for all direct and consequential damages arising out of Subcontractor's breach of this Subcontract. Subcontractor shall: (a) submit to Contractor within ten (10) days of the date of transmission of this Subcontract to Subcontractor a detailed, proposed schedule for the Work for Contractor's use in preparing an overall progress schedule for the entire Work and its several parts under the Contract Documents; (b) begin the Work promptly upon Contractor's order to do so; (c) coordinate and perform the Work, and its several parts, diligently and promptly and in such order and sequence as Contractor may from time to time direct and as will assure its efficient and timely prosecution and will not delay completion of the entire Work and its several parts under the Contract Documents; and (d) furnish at all times sufficient, qualified and competent forces and supervision, and adequate, conforming and usable materials, equipment, plants, tools and other necessary things, to achieve progress according to Contractor's current progress schedule, including any specific schedule for Subcontractor's Work attached hereto as Schedule 2, and any revisions thereof by Contractor

Without limiting the generality of the foregoing and in recognition of the completion dates contained herein and in the Contract Documents, Subcontractor shall: (a) submit, with its proposed schedule, information showing the time required to prepare and approve shop drawings, to fabricate and deliver materials and equipment, and to install the Work, (b) order (for manufacture or purchase and delivery) all materials required for performance of the Work as soon as possible in order to avoid delays caused by strikes, transportation or unavailability; (c) furnish Contractor within thirty (30) days a list of major materials and equipment required for the Work, showing the name(s), address(es) and telephone number(s) of the supplier(s) and the date(s) on which such material and equipment is expected to be delivered to the Project site; (d) furnish Contractor, upon issuance, a copy of each major purchase order and subcontract (with price information deleted); (e) cause a qualified home office supervisory representative (while Subcontractor has forces at the Project site and for two weeks prior thereto) to attend weekly progress meetings; and (f) notify Contractor immediately by telephone and confirm in writing within seventy-two (72) hours, if Subcontractor finds that any item cannot be delivered as required to maintain Contractor's progress schedule. Subcontractor also agrees to be bound by such modifications to the Project schedule as are discussed at the weekly job progress meetings and are contained in the minutes of those meetings unless written objection is delivered in writing by Subcontractor within forty-eight (48) hours of the occurrence of such meeting.

The Work shall be performed during regular working hours except that, in the event of emergency or when necessary to perform the Work in accordance with the requirements of Article 6 of this Subcontract, Work shall be performed at Subcontractor's cost and expense (including Contractor's standby and other general conditions costs) on night shifts, overtime, Saturdays, Sundays, holidays and at other times, if permission to do so has been obtained in writing from Contractor. Without limiting the requirements of the preceding sentence, if the progress of the Work or of the Project has been delayed by any fault, neglect, act, or failure to act of Subcontractor or any of its subcontractors or suppliers, Subcontractor shall work such overtime, at Subcontractor's cost and expense as aforesaid, as Contractor shall deem necessary or desirable to make up for all time lost and to avoid delay in the completion of the Work or the Project. The failure by Contractor to direct Subcontractor to engage in such overtime work shall not relieve Subcontractor of the consequences of its delay.

Contractor may direct acceleration of the Work in order that it may be performed in advance of the schedules, time requirements and Project requirements described in Article 6 hereof. If so directed, Subcontractor shall increase its staff or work overtime, or both. Subcontractor will not be entitled to additional compensation for work performed outside of regular working hours, except as authorized and accepted in writing by Contractor. Provided that Subcontractor is not in default under the Subcontract, and Contractor has issued the aforesaid authorization, there shall be added to the Price an actual out-of-pocket amount equal to : (i) additional wages actually paid, at rates which have been approved in advance in writing by Contractor; (ii) taxes imposed by law on such additional wages; and (iii) premiums for worker's compensation and liability insurance if required to be paid on such additional wages.

Written authorization for overtime which exceeds $500.00 in any one week shall be invalid unless confirmed in advance in writing by Contractor's Project Manager, it being understood that Contractor's Superintendent shall not have authority to authorize such overtime which exceeds $500.00 in any one week.

ARTICLE 7, EXTENSIONS OF TIME

If Subcontractor claims an extension in the completion time requirements by reason of a change in the Work, Subcontractor shall give Contractor written notice thereof within seventy-two (72) hours after the occurrence of the conditions giving rise to such event. This written notice shall be given by Subcontractor before proceeding with the Work. No such request for an extension of time shall be valid unless written notice is given as required above. After delivering written notice of a perceived cause of delay, Subcontractor shall proceed to execute the Work, even though the time extension has not been agreed upon.

Should Subcontractor be obstructed or delayed in the commencement, prosecution or completion of the

Work without fault on its part, and by reason of causes which would entitle the Contractor to an extension of time under the Contract, then Subcontractor shall be entitled to an extension of time only to perform the Work which shall be equal to the extension of time to which the Contractor is entitled and granted by the PBC but no claim for extension of time on account of delay shall be allowed unless a claim in writing therefor is presented to Contractor with reasonable diligence but in any event not later than seventy-two (72) hours after the commencement of such claimed delay. The entitlement to an extension is absolutely conditioned upon Subcontractor's timely submission of the aforesaid written notice. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages, including those resulting from increased labor or material costs, on account of any delay, obstruction or hindrance for any cause whatsoever, whether or not foreseeable and whether or not anticipated including, but not limited to, causes that would entitle the contractor to an extension of time under the Contract, and agrees that the sole right and remedy therefor shall be an extension of time in accordance with the foregoing paragraph.

Moreover, Subcontractor shall not be allowed an extension of time unless Subcontractor has established to Contractor's satisfaction that the delay claimed by Subcontractor is to a portion of the Work on the critical path of the Work schedule and that Subcontractor could not have reasonably anticipated the delay.

ARTICLE 8, CHANGE ORDERS

PBC has reserved the right under the Contract Documents to require Contractor to make changes in the Work, including additions thereto and deletions therefrom. Additionally, Contractor reserves the right under this paragraph to require Subcontractor to make changes in the Work, including additions thereto and deletions therefrom. Without notice to any surety and without invalidating this Subcontract, Contractor may from time to time, by written order ("Change Order") to Subcontractor, make changes in the Work to the same extent and in the same manner as may be required of Contractor by PBC under the Contract Documents. Subcontractor shall thereupon perform the changed Work in accordance with the terms of this Subcontract and the Change Order. In the event that Subcontractor is obligated hereunder to provide a payment or a performance bond, or both, under this Subcontract, the penal sum of such bonds shall automatically be deemed to be increased by any increase in the Subcontract Price.

Upon request of Contractor, and in time and manner sufficient to permit Contractor to comply with its obligations under the Contract Documents, Subcontractor shall submit a written proposal for any applicable Price and time adjustment attributable to the changed Work, detailed as Contractor or PBC may require, supported by and conforming to the requirements of the Contract Documents.

Where a Change Order is issued pursuant to a change required by the PBC, the Price shall be adjusted by the net amount of any direct savings and direct cost plus Profit Percentage attributable to the Change Order, and the time for performance of the Work may be adjusted according to the Contract Documents, subject, however, in each case to the following limitations: (a) the Price and time adjustments hereunder shall be limited to the amount and extent of adjustments actually allowed Contractor under the Contract Documents (less, in the case of Price, any overhead, profit or similar markup allowed by PBC for Contractor's account); (b) where the Work affected by Change Order is the subject of unit prices under Exhibit D, the Price adjustment shall be limited to the amounts obtained by applying such unit prices to the actual increase or decrease in the quantity of units due to the change; and (c) the amount allowable for all overhead and profit shall be limited to the product obtained by multiplying the Profit Percentage by the net amount of Subcontractor's direct savings and direct cost.

As used in this Subcontract, Subcontractor's direct savings and direct cost shall mean and be limited to the actual amount of the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums if and to the extent actually increased; and actual rent not greater than the rent charged in the locale or reasonable value of Subcontractor-owned equipment and machinery.

If the parties are able to agree upon the amount of the Price adjustment and the extent of any time adjustment, such adjustments shall be set forth in the Change Order, which shall be accepted by Subcontractor. If the parties are unable to agree upon such adjustments, Contractor may elect to issue the Change Order to Subcontractor directing such work to be performed by Subcontractor and any adjustments to Price or time shall be subject to ultimate determination in accordance with this Subcontract; and Subcontractor shall, nonetheless, proceed immediately with the changed Work. Subcontractor shall keep a detailed account of the direct savings and direct cost due to the changed Work separately from its other accounting records and shall make such records available to the Contractor at Contractor's request. Failure to keep adequate and separate cost records of the changed Work, and to furnish same to Contractor upon its request, shall constitute an acceptance on Subcontractor's part of the Contractor's determination of the direct savings and direct cost of such changed Work. In no event shall Subcontractor proceed with changed Work without a Change Order issued pursuant to this Article 8 and Contractor shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Work without such a written Change Order.

ARTICLE 9, NOTICES

All written notices provided for in this Subcontract or in the Contract Documents shall be deemed given if delivered personally to the party, sent by telegram, or by regular mail to the party at its address and to the attention of the representative specified herein. Either party may from time to time, by notice to the other as herein provided, designate a different address and/or representative to which notices to it should be sent.

ARTICLE 10, BONDS

If so indicated on page 1 hereof, Subcontractor, within ten (10) days of date of transmission of this Subcontract to Subcontractor, shall furnish performance, and labor and material payment bonds each for one hundred percent (100%) of the Price, said bonds to be on Contractor's standard bond forms (attached hereto as Exhibit F) and with sureties satisfactory to Contractor. The premiums on such bonds shall be paid by Subcontractor, or paid directly by Contractor to Subcontractor's surety and deducted from amounts due or to become due to Subcontractor, and are included in the Price. Subcontractor agrees to notify its surety or sureties of increases in the Price and to take

such action as is required to have the penal amount of the bonds furnished pursuant to this paragraph increased correspondingly. Irrespective of whether Subcontractor is required to provide performance, and labor and material surety bonds under the terms of the Subcontract, Contractor shall have the right from time to time during the course of the Work to require Subcontractor to furnish bonds for one hundred percent (100%) of the Price (with sureties and in form attached hereto as Exhibit F and amount acceptable to Contractor) covering the faithful performance of the Subcontract and the payment of all obligations arising thereunder. Such bonds shall be furnished within ten (10) days after Subcontractor has been given written notice of such requirement by Contractor.

ARTICLE 11, INSURANCE

Before commencing the Work and until completion and final acceptance thereof by PBC, Subcontractor shall obtain and maintain, at its expense, at least the insurance coverage specified in Exhibit C attached hereto, all from companies and in form and substance acceptable to Contractor.

As a condition to any payment for the Work, Subcontractor shall furnish a certificate, satisfactory to Contractor, from each insurance company showing the required insurance to be in force and stating that the insurance will not be canceled or changed except upon at least thirty (30) days' written notice thereof to Contractor or as otherwise required by the Contract Documents. The certificate shall name Contractor, PBC and any other parties required by the Contract Documents as additional insureds under the policies required in Exhibit C. The terms and conditions of insurance to be provided by Subcontractor are described in Exhibit C. Neither PBC nor Contractor nor any other additional insureds, nor their agents, employees or assigns, shall be liable to Subcontractor or its agents, employees or assigns for any loss or damage covered by the insurance policies described in Exhibit C. The failure of Subcontractor to obtain the insurance required therein prior to the commencement of the Work shall not be deemed a waiver of such requirements or of any rights or remedies that PBC or Contractor may have.

Subcontractor hereby acknowledges its obligation for any loss to its Work, including stored materials, paid for or not.

Subcontractor waives all rights against the PBC, Contractor, Architect and any separate contractors for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work or Subcontractor's equipment, except such rights as Subcontractor may have to the proceeds of such insurance. Subcontractor shall require similar waivers from its subcontractors, suppliers, sub-subcontractors, agents and employees of any of them, by appropriate agreements, each in favor of the other parties enumerated herein.

ARTICLE 12, INDEMNITY

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 an Indemnified Party 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 indemnified party'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 Indemnified Party, the Subcontractor agrees to indemnify and save harmless the PBC, Board of Education of the City of Chicago, City of Chicago, Chicago Transit Authority, Bovis Lend Lease, Inc., their officers, assignees, agents, servants and employees (each, an "Indemnified Party") 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 the Indemnified Party may directly or indirectly sustain, suffer or incur as a result thereof and the Subcontractor agrees to and does hereby assume, on behalf of each Indemnified Party, the defense of any action at law or in equity which may be brought against that Indemnified Party upon or by reason of such claims and to pay on behalf of the Indemnified Party upon demand, the amount of any judgment that may be entered against the Indemnified Party 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 any Indemnified Party, Contractor 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 that Indemnified Party from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, or Contractgori in its discretion may require the Subcontractor to furnish a surety bond satisfactory to Contractor guaranteeing such protection, which bond shall be furnished by the Subcontractor within five (5) days after written demand has been made therefor.

Nothing contained in Article 12 of this Agreement shall be deemed to obligate the Subcontractor to indemnify an Indemnified Party, 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 an Indemnified Party, or other subcontractors directly responsible to Contractor. Therefore, if it is determined by legal proceedings or agreement, that the Subcontractor has no direct contributory or incidental negligence or other obligation to 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 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 contrbutory 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 12 shall remain in full force and effect except to the extent caused by the negligence of an Indemnified Party.

If Contractor 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 Contractor, then after such determination Contractor shall reimburse the Subcontractor for a proportional share, based upon such negligence or fault

attributed to Contractor, of the defense cost expended by the Subcontractor in defending Contractor.

Nothing in this provision, or elsewhere in this Agreement, shall be deemed to relieve the Subcontractor of its duty to defend any Indemnified Party, as specified in Article 12, pending a determination of the respective liabilities of the Subcontractor 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

ARTICLE 13, ASSIGNMENT

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work, without the prior written consent of Contractor. No assignment by Subcontractor of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Subcontractor under this Subcontract. If Contractor gives written consent to an assignment of this Subcontract, in whole or in part, Subcontractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts and omissions of its assignees. Nothing herein shall prevent Subcontractor from engaging subcontractors to perform a portion of the Work hereunder. However, Subcontractor shall be and remain as fully responsible for all persons directly or indirectly employed by such subcontractors as Subcontractor is for its own acts and omissions and those of its agents, servants and employees. Additionally, nothing herein shall prevent any guarantor or surety of Subcontractor from enforcing any right hereunder after acknowledgment of its obligation as guarantor or surety. Any attempted enforcement of such rights in the absence of an express acknowledgment shall constitute an admission by any guarantor or surety of its obligations under its agreement of guarantee or suretyship.

Before any subcontractor or supplier is employed by Subcontractor, the name of such subcontractor or supplier shall be submitted in writing to Contractor, and no subcontractor or supplier shall be employed unless acceptable to Contractor. Each subcontractor and supplier shall be bound by all Contract Documents to the same extent and with the same effect as if the subcontractor or supplier were the Subcontractor. Subcontractor shall cause its subcontractors and suppliers to comply with the Contract Documents. Subcontractor shall be responsible for all of the acts, work, material and equipment of its subcontractors and suppliers and all persons either directly or indirectly employed by any of them.

Subcontractor (and its successors and assigns) hereby assigns to Contractor all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by Subcontractor for performance of any part of the Work which assignment will be effective upon acceptance by Contractor in writing and only as to those subcontracts and purchase orders which Contractor designates in writing. It is agreed and understood that Contractor may accept said assignment at any time during the course of construction prior to final completion. It is further agreed that all subcontracts and purchase orders shall provide that they are freely assignable by Subcontractor to Contractor and Contractor's assigns. Contractor may assign this Subcontract at any time without the consent of Subcontractor, or Subcontractor's payment and performance sureties or guarantors, if any.

ARTICLE 14, COMPLIANCE

Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity and pay any fines or penalties imposed for any violations thereof ("Legal Requirements"). Subcontractor shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Subcontractor, its agents, servants and employees. Subcontractor shall receive and respond to, and shall defend, indemnify and save harmless Contractor and PBC, as well as anyone to whom Contractor is obligated, and their agents, servants and employees from and against any loss, liability, or expense arising from any such violations and any citations, assessments, fines, or penalties resulting therefrom. Without limiting the foregoing, Subcontractor will appear at hearings, proceedings and/or in court and consent to its substitution as a party defendant in respect of all summonses and claimed violations arising out of or relating to the Work.

By executing this Subcontract, Subcontractor represents and warrants to Contractor that the Work, when completed, will comply fully with all applicable building and safety codes, regulations and construction requirements imposed or enforced by any governmental agencies and in existence on the date of execution of this Subcontract, without regard to any errors, omissions or deficiencies in the drawings and specifications; and Subcontractor shall furnish samples of all materials and component parts to be used as test specimens. Subcontractor shall furnish labor and facilities at the Project site as necessary in connection with testing and inspection services.

Except as otherwise expressly specified in the Contract Documents or elsewhere in this Subcontract, Subcontractor shall pay for all laboratory services, tests, testing laboratories, agencies, professional engineers, engineering inspections and reports required by the Contract Documents, the Architect, or Contractor. Testing laboratories and professional engineers shall be subject to Contractor's prior written approval. Without limiting the provisions herein, the cost of testing laboratories, agencies, and/or engineers for the convenience of Subcontractor in its scheduling and performance of the Work, or related to remedial operations or possible deficiencies, shall be borne by Subcontractor.

The observations of or participation by PBC, Architect, or Contractor in inspections or tests by persons other than Subcontractor shall not relieve Subcontractor from its obligations to perform the Work in accordance with the Contract Documents. PBC, Architect and Contractor, upon request, promptly shall have access to the Work, whether at the Project, in storage or in manufacture or preparation. Subcontractor shall provide proper and safe facilities for such access and for inspection at the Project

site, at the place of storage or elsewhere. Subcontractor has given a license to exercise self-help. If the specifications or any legal requirements require any portion of the Work to be tested or reviewed, Subcontractor shall give Contractor timely written notice of such test or review.

Subcontractor shall comply with and cooperate with other subcontractors, Contractor, Architect, and PBC in complying with legal requirements, including but not limited to OSHA requirements. Among other things, Subcontractor shall be responsible for performing corrective work within abatement periods, appealing from decisions or orders, requesting extensions on abatement periods, and furnishing such information or evidentiary material as may be necessary or as may be requested by Contractor to fully protect the rights and interests of PBC, Architect, and Contractor with respect to possible, threatened or pending proceedings or orders.

Subcontract shall comply, and shall cause each of its lower-tier subcontracts to comply, with the requirements of Schedule 4 attached hereto to the fullest extent required by applicable law. Subcontractor shall further maintain all records appropriate to document such compliance.

ARTICLE 15, SAFETY

Subcontractor agrees that the prevention of accidents to workers engaged upon or in the vicinity of the Work is its responsibility, even if Contractor establishes a safety program for the entire Project. Subcontractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction and by Contractor and PBC, including, but not limited to, any requirements imposed by the Contract Documents. Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project and shall stop any part of the Work that Contractor deems unsafe until corrective measures satisfactory to Contractor have been taken. Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of its responsibility therefor.

Subcontractor shall continuously protect the Work, other work, and the property of Contractor, PBC and others from damage, injury or loss arising in connection with the Subcontractor's performance of the Work. Neither PBC nor Contractor shall be responsible for any loss or damage to the Work or the property of Subcontractor, however caused, until after final acceptance thereof by PBC and final payment therefor. Likewise, neither PBC nor Contractor shall be responsible for loss of or damage (however caused) to materials, tools, equipment, appliances and other personal property of Subcontractor used in the performance of the Work. Subcontractor shall remove all snow and ice as may be required or requested for the proper protection and prosecution of the Work. Subcontractor shall provide and maintain adequate protection against weather so as to protect the Work from injury or damage.

Subcontractor shall enforce Contractor's instructions regarding signs, advertisements, fires, smoking, alcoholic beverages, and the possession of firearms by any person at the Project site. Subcontractor, as necessary for the Work, shall provide flagmen, erect proper barricades and other safeguards, and post danger signs and other warnings as warranted by hazardous and existing conditions.

Subcontractor shall promptly report in writing to Contractor and Subcontractor's insurance carriers all accidents arising out of, or in connection with, the performance of the Work, whether on or off the Project site, which caused death, bodily injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages occur, the incident shall be reported to Contractor immediately by telephone or in person.

Subcontractor shall provide to Contractor a written site specific Safety and Health Program prior to the commencement of any Work on the Project. The Safety and Health Program shall address tasks to be performed on the Project with attendant risk analysis and have appropriate controls and safeguards to prevent injury and illness. Contractor will review the Safety and Health Program prior to the start of the work. Any questions, comments or inquiries by Contractor as to the adequacy of this program must be completely addressed by Subcontractor before Work is started.

Subcontractor must have a Safety Orientation Program for all of its new Project workers. Documentation of this orientation is required for the Project. Weekly safety meeting with the workers of Subcontractor and its subcontractors of any tier are also required with evidence of the meeting results being supplied to Contractor.

ANSI compliant hard hats, eye protection and high visibility vests are required on the Project. Subcontractor must have a Safety Disciplinary Program and Contractor will use a safety disciplinary system with the Subcontractor.

Guardrails are to be provided by Subcontractor at all working places and other locations where persons or materials could fall more than six (6) feet. Where this cannot be physically achieved, suitable and sufficient fall protection devices that do not rely on individuals must be provided and used by Subcontractor to establish a safe place of work. Harnesses and personal protective equipment must be used by Subcontractor as a last resort. The decisions made and options implemented must be clearly detailed by Subcontractor in its written site specific Safety and Health Program.

Free-standing scaffold towers used externally by Subcontractor must not be higher to the top platform level than three (3) times the minimum base dimension unless secured to a permanent structure. For internal use only, the height to platform may rise to 3.5 times the minimum base dimension. Wheels must be locked when towers are in use. No person is permitted to remain on a tower platform while a tower is being moved.

Powered cranes, hoists, aerial platforms and scissor lifts provided by Subcontractor must have a competent driver that is certified by a qualified third party. Additionally, the above items must be certified by a qualified third party as safe to use.

Subcontractor must comply in full with all applicable environment, health and safety ("EH&S") local and national legislation, including all OSHA regulations. In circumstances where there is a conflict between local or national legislation and this Article 15, the higher (more protective) requirement shall prevail.

All persons working for or under Subcontractor on suspended scaffolds/cradles/gondolas must wear and use appropriate fall prevention equipment so as to protect them effectively, at all times when they are at risk from any failure of any part of the scaffold/cradle/gondola, including its suspension system.

Holes, shafts and edges from or through which persons could fall a distance of more than 6 feet must be clearly marked by Subcontractor with signage or other means and must be adequately protected by covers or barriers provided by Subcontractor so as to prevent falls of persons and materials.

All temporary electrical circuits provided and used by Subcontractor must include a Residual Current Device, Earth Leakage Circuit Breaker or Ground Fault Circuit Interrupter at source.

Adequate lighting must be provided by Subcontractor to enable safe access to and egress from every place on a site where persons are liable to work. This is in addition to task lighting.

To the fullest extent permitted by law and/or by collective bargaining agreements, if applicable, Subcontractor shall comply with Contractor's Drug Policy that includes reasonable-suspicion testing and post-accident testing. If any employee of Subcontractor should test positive under those conditions, they will be sent, at Subcontractor's sole expense, to a drug rehabilitation program and be subject to testing during rehabilitation and upon their return to Work. By executing this Subcontract, Subcontractor hereby certifies that its employees have successfully completed a drug test within one month prior to beginning Work on the Project site. Prior to commencing the Work, Subcontractor must submit to the Contractor a copy of Subcontractor's group testing policy.

The Project has a zero tolerance, no smoking policy. Any employee of Subcontractor found smoking at the Project shall be removed from the Project immediately and shall be barred from any other Contractor projects. If any employee of Subcontractor is found smoking, Subcontractor shall be fined $5,000.00 for the first offense and $10,000.00 for each subsequent incident. All workers employed by Subcontractor at the Project must sign an acknowledgement that they are fully aware of the Project's zero tolerance, no smoking policy.

ARTICLE 16, CLEAN UP

Subcontractor shall, at its own expense: (a) keep the premises at all times free from waste materials, packaging and other debris accumulated in connection with the Work by collecting and removing such debris from the job site on a daily or other basis requested by Contractor; (b) at the completion of the Work in each area, sweep and otherwise make the Work and its immediate vicinity "broom-clean;" (c) remove all of its tools, equipment, scaffolds, temporary structures and surplus materials as directed by Contractor at the completion of the Work; and (d) at final inspection clean and prepare the Work for acceptance by PBC. Subcontractor agrees to provide all cleaning and cleanup required under the Contract Documents pertaining to the Work to the extent such requirements are in excess of those contained in this paragraph.

ARTICLE 17, TEMPORARY FACILITIES

Temporary facilities and services shall be provided in accordance with Schedule 3 attached hereto.

ARTICLE 18, QUALITY

Subcontractor shall at all times provide first-quality, new materials (unless otherwise specified in the Contract Documents) and workmanship conforming to the Contract Documents requirements and be in accordance with the best standards of the construction industry where the Project is located. Subcontractor shall at all times provide proper facilities and an opportunity for the inspection of the Work by Contractor, Architect and PBC and their representatives. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor or Architect, proceed to take down and remove all portions of the Work which Contractor or Architect shall have condemned as unsound, improper, or in any way failing to conform to the Contract Documents or this Subcontract and shall replace the same with proper and satisfactory Work and make good all work damaged or destroyed thereby. Contractor's failure to discover or notify Subcontractor of defective or nonconforming Work at the time the Work, or any portion thereof, is performed or completed shall not relieve Subcontractor of full responsibility for replacement of the defective or nonconforming Work and all damages resulting therefrom. If the PBC elects to accept defective or nonconforming Work, Contractor may require an appropriate adjustment in the Price to the extent required of Contractor.

Subcontractor shall use all necessary means to discover and to notify Contractor in writing of any defect in any part of the Project upon which the satisfactory performance of the Work may depend, and to allow a reasonable amount of time for remedying such defects. If Subcontractor should proceed with the Work, Subcontractor shall be considered to have accepted and be responsible for such condition unless Subcontractor shall have been directed by Contractor to proceed over Subcontractor's written objection to Contractor.

ARTICLE 19, GUARANTEES AND WARRANTIES

Subcontractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, Subcontractor shall, at its expense, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of acceptance of the Project by Architect and PBC or within such longer period as may be provided in the Contract Documents or Legal Requirements. Subcontractor warrants that all materials furnished hereunder meet the requirements of the Contract Documents and warrants that they are both merchantable and fit for the purposes for which they are to be used under the Contract Documents. No Guarantee Period shall be construed to limit any warranty given by Subcontractor hereunder.

Performance of the aforementioned guarantee obligations shall be deemed to be a material component of Subcontractor's contractual obligation to perform the Work. This Subcontract shall not be considered completely performed until all guarantee obligations hereunder are fully satisfied. Performance bonds required of Subcontractor shall include the performance of guarantee obligations and warranty obligations and shall not contain clauses limiting the time to sue upon said bonds for breach of the guarantee or warranty.

ARTICLE 20, SUBMITTALS

Subcontractor shall immediately prepare or obtain and promptly submit to Contractor shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports and engineering calculations, all as may be required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. Approval of drawings or other submittals by Contractor or Architect shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or of its responsibility for the proper matching of the Work to contiguous work.

Subcontractor shall promptly submit all shop drawings and samples as to cause no delay in the Work or the progress of the Project. Subcontractor shall submit all shop drawings and samples through the Contractor to the PBC for the Architect's review. By submitting shop drawings and samples, Subcontractor represents and warrants that it has determined and verified all materials, field measurements, and field construction criteria pertaining thereto, has checked and coordinated this information with the Work and the Contract Documents, and that the Subcontractor shall fully guarantee and warrant the Work in accordance with this Subcontract and the Contract Documents. Any submission that, in Contractor's opinion, is incomplete, contains errors or has not been fully and properly checked, may be returned unreviewed by Contractor for revision and resubmission.

In reviewing shop drawings, Architect/Engineer need not verify dimensions and field conditions. Architect/Engineer will review shop drawings and samples only for conformance with the design concept of the Work and for general detailing. Architect and Contractor's review shall not be construed as a complete check nor shall it relieve Subcontractor from its responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents. Architect's or Contractor's review shall not relieve Subcontractor from responsibility for errors in shop drawings; responsibility for proper fitting of the Work, the necessity of furnishing any Work required by the Contract Documents which may not be indicated on shop drawings when reviewed; or the necessity of providing sufficient quantities of items.

ARTICLE 21, PERFORMANCE

The Work shall be performed and furnished under the direction and to the satisfaction of Architect and Contractor, but Subcontractor shall not thereby be relieved of its obligation to supervise the Work, using its best skill and attention, or its obligation to perform the Work as provided for herein. Subcontractor shall be bound by the interpretations and decisions of Architect and PBC to the same extent as Contractor may be bound thereby under the Contract Documents. No certificate issued or payment made to Subcontractor nor any partial or entire use or occupancy of the Project site shall be an acceptance of any Work not in accordance with this Subcontract or the Contract Documents or be deemed evidence of proper performance of the Work, either in whole or in part, or be construed as an acceptance of defective workmanship or improper materials.

Subcontractor shall notify and obtain the approval of Contractor before the arrival of forces or delivery of materials and equipment to the Project site, before any substantial change in its forces, and before leaving the Project site for any reason.

Subcontractor shall promptly and carefully check all Contract Documents and notify Contractor of any discrepancies or conflicts before performing any Work, and Subcontractor shall be responsible for any extra costs resulting from its failure to do so. Subcontractor shall cooperate with Contractor and other subcontractors in the preparation of coordination drawings where required by Contractor. Subcontractor shall take field measurements and verify field conditions and compare such field measurements and field conditions with the Contract Documents before activities are commenced. Errors, inconsistencies or omissions discovered are to be reported to Contractor at once. Any work done by Subcontractor with respect to any portion of the Work affected by such error, discrepancy, conflict, misunderstanding, or variance will be at Subcontractor's own risk and Subcontractor shall bear all costs and loss arising therefrom.

Neither Architect nor Contractor nor PBC shall be responsible for: construction means, methods, techniques, sequences or procedures of Subcontractor; safety precautions and programs of Subcontractor; the acts or omissions of Subcontractor; or the failure of Subcontractor to carry out the work in accordance with the Contract Documents.

The Subcontractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Project site with materials and equipment. Subcontractor shall not perform any portion of the Work outside the areas of the Project site owned or controlled by PBC or designated as part of the Project site in the Contract Documents unless Subcontractor gives thirty (30) days advance written notice to Contractor, and PBC is able to obtain permission from the appropriate parties to proceed with the Work or to permit access pursuant to PBC's agreements with the PBCs and/or tenants of said areas. Any work permitted outside of the Project site owned by PBC shall be scheduled in a manner as to cause or occasion a minimum of inconvenience or disturbance to or interference with the normal operations of the PBC, abutters and the public. Subcontractor shall prosecute such operations expeditiously and restore the affected area and other areas needed for access to their original conditions immediately upon completion of such operations unless otherwise specified.

ARTICLE 22, LIENS

To the extent not expressly prohibited by law, Subcontractor shall not suffer or permit any lien or other encumbrance to be filed or to remain of record as a claim against the building or the Project site or against any monies due or to become due for any Work performed or materials furnished by, to or on behalf of Subcontractor, or any of its subcontractors or suppliers; nor shall Subcontractor suffer or permit any such lien or encumbrance to be so filed because of any claim or demand against, or any action or non-action of, Subcontractor or any of its subcontractors or suppliers. Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and PBC from any lien or claim of lien filed or maintained by any laborer, materialman, subcontractor, or other person or entity directly or indirectly acting for, through, or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from PBC to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien or claim of lien to be satisfied, removed, or discharged by bond, payment, or otherwise within such time as provided under the Contract Documents or ten (10) days from the date of receipt by Subcontractor of written notice from Contractor or PBC to remove the lien, whichever period is shorter.

ARTICLE 23, PATENTS

Subcontractor shall pay all royalties and license fees applicable to the Work. Subcontractor shall defend, indemnify and hold PBC, Architect and Contractor harmless of, from and against any and all suits, demands and claims for infringement of any patent rights except to the extent that PBC may have assumed responsibility therefor under the Contract Documents. The foregoing exception shall be inapplicable if Subcontractor had or should have had reason to believe the design,

process, or product infringed upon a patent and failed to give written notification to Contractor of same.

ARTICLE 24, LABOR

Subcontractor shall employ labor that is compatible with the labor of other subcontractors; shall take all steps necessary to avoid labor disputes; and shall be responsible for any delays and damages to PBC caused by such disputes. Subcontractor agrees that where the Work is stopped, delayed, or interfered with by strikes, slow-downs, or similar interruptions or disturbances (including cases where Subcontractor's employees are engaged in a work-stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor), Contractor shall have the rights and remedies provided for in Article 26. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and Subcontractor shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly prosecution of the Work. Subcontractor shall not permit anyone under the age of 18 to perform the Work or to have access to the Project site. Subcontractor shall comply with all instructions by Contractor relating to the ingress and egress of its employees, materialmen and suppliers to the Project and shall take all necessary steps to restrain and enjoin any illegal picketing, demonstrating, violence, or similar activity against Subcontractor at the Project. Subcontractor agrees that if any provision of the Contract Documents conflicts with any agreement among members of a trade association, or with a union or labor council which regulates the work to be performed by a particular trade, Subcontractor shall reconcile such conflict without delay or damage to PBC or Contractor. Nothing herein shall be deemed to limit Contractor's rights under Article 26 hereof.

ARTICLE 25, DAMAGE

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Subcontractor, or anyone employed by or through Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as Subcontractor deems desirable with respect to such property. Contractor shall not be liable or responsible for any loss or damage to the Work, and Subcontractor shall be responsible for the correction or restoration of any such loss or damage to the Work, or to the work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, servants, or employees hereunder. Subcontractor shall take all reasonable precautions to protect the Work from loss or damage prior to acceptance by PBC.

ARTICLE 26, DEFAULT

Should Subcontractor at any time:

(a) fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and of required quality to perform the Work with the skill, conformity, promptness and diligence required hereunder;

(b) cause interference, stoppage, or delay to the Project or any activity necessary to complete the Project;

(c) become insolvent;

(d) fails to properly and promptly make payment for all materials and services provided in the performance of the Work; or

(e) fail in the Contractor's opinion in the performance or observance of any of the covenants, conditions, or other terms of this Subcontract (including, but not limited to, those contained in Article 15 [Safety] hereof), then in any such event, each of which shall constitute a default hereunder by Subcontractor, Contractor shall, after giving Subcontractor written notice of default and forty-eight (48) hours within which to cure said default, have the right to exercise any one or more of the following remedies:

(i) require that Subcontractor utilize, at its own expense, overtime labor (including Saturday and Sunday Work) and additional shifts as necessary to overcome the consequences of any delay attributable to Subcontractor's default;

(ii) attempt to remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing, or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any monies due or to become due to Subcontractor hereunder;

(iii) after giving Subcontractor an additional forty-eight (48) hours written notice (at any time following the expiration of the initial forty-eight (48) hours notice and curative period), terminate this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, plants, tools, scaffolds and appliances of Subcontractor relating to the Work, for the purposes of completing the Work and securing to Contractor the payment of its costs (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) and other damages under the Subcontract and for the breach thereof, it being intended that Contractor shall, for the stated purposes, be the assignee of and have a security interest in the property described above to the extent located on the Project site (and Contractor may at any time file this Subcontract as a financing statement under applicable law); or

(iv) recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Contractor's cost of insurance resulting from Subcontractor's failure to maintain insurance coverages required hereunder), and all reasonable attorneys' fees suffered or incurred by Contractor by reason of or as a result of Subcontractor's default.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Architect and full payment therefor by PBC, Contractor shall promptly pay Subcontractor the undisbursed balance of the Price, if any. If the cost of completion of the Work, plus the allowance for administrative burden, together with any other damages or losses sustained or incurred by Contractor, shall exceed the undisbursed balance of the Price, Subcontractor and its guarantors, surety, or sureties shall pay the difference within fifteen (15) days of written demand from Contractor.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity. Subcontractor's

guarantors, surety, or sureties agree to be bound to Contractor with respect to such remedies notwithstanding any provision of the bonds provided pursuant to Article 10 hereof.

Except as limited by this Subcontract, Subcontractor shall have the rights and remedies available at law or in equity for a breach of this Subcontract by Contractor. Any default by Contractor shall be deemed waived unless Subcontractor shall have given Contractor written notice thereof within five (5) days after the occurrence of such default. Subcontractor shall be entitled to stop the Work or terminate this Subcontract **only** (a) on account of Contractor's failure to pay an amount to Subcontractor which is paid by PBC to Contractor under Subcontractor's Application for Payment that is approved in accordance with the Contract Documents and (b) where a good faith reason does not exist as to the withholding of such payments claimed by Subcontractor ("Contractor's Default"). Subcontractor shall not be entitled to stop the Work on account of a Contractor's Default unless such Contractor's Default shall have continued for more than ten (10) days after Contractor's receipt of written notice of such Contractor's Default from Subcontractor, specifying in detail the nature of the default and the steps necessary to cure the claimed default.

Subcontractor shall not be entitled to terminate this Subcontract except for a Contractor's Default which shall have continued for at least an additional thirty (30) days after (a) Subcontractor shall have stopped Work in accordance with this paragraph and (b) Contractor shall have received thirty (30) days written notice of Subcontractor's intention to terminate this Subcontract. Article 26 represents the Subcontractor's sole right to stop the Work or terminate this Subcontract.

Should any termination for default under Article 26 (iii) be determined to be invalid, improper or wrongful, such termination shall be deemed to have been a termination for convenience as provided in Article 28 below.

Subcontractor shall not be entitled to receive any further payment until the Work shall be wholly completed to the satisfaction of Contractor and shall have been accepted by Contractor and PBC, at which time, if the unpaid balance, if any, of the Price at the time of Subcontractor's default shall exceed the costs and expenses incurred in completing the Work and curing Subcontractor's default, such excess shall be paid to Subcontractor; but if such costs and expenses shall exceed such unpaid balance, then Subcontractor shall pay the difference to Contractor. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of Contractor and PBC and of performing and furnishing all labor, services, materials, equipment and other items required therefor, but also all losses, damages, costs and expenses, whether direct or consequential, including, without limitation, attorney's and legal fees and disbursements, sustained, incurred or suffered or to be sustained, incurred or suffered by PBC or Contractor by reason of or resulting from any default of Subcontractor.

ARTICLE 27, DISPUTES

In the event of any dispute between Subcontractor and Contractor arising out of or relating to this Subcontract, or the breach thereof, which involves the correlative rights and duties of PBC, the dispute shall be decided in accordance with the Contract Documents, and Subcontractor, its suppliers, subcontractors and its guarantors, surety, or sureties, shall be bound to Contractor to the same extent that Contractor is bound to PBC by the terms of the Contract Documents and by any decisions or determination made under the Contract Documents by an authorized person, board, court, arbitration, or other tribunal. Subcontractor shall be afforded a reasonable opportunity to present information and testimony involving its rights. Subcontractor shall be solely responsible for the preparation of any information or testimony hereunder unless Contractor notifies Subcontractor in writing of its intention to provide attorneys and provide for the presentation of any case governed by this paragraph, in which case Subcontractor shall have the duty to cooperate with Contractor.

If a dispute should arise between Contractor and Subcontractor under or relating to the Subcontract, or the breach thereof, which does not involve the correlative rights and duties of PBC and is not, therefore, controlled by the foregoing provision, then either party may seek redress of its grievances as to such disputes at law or in equity in a court of competent jurisdiction located in the State in which the Project is located.

In the event of any dispute as to whether any item or portion of the Project Work is within the scope of the Work to be performed by Subcontractor or any dispute as to whether Subcontractor is entitled to an extra payment, Subcontractor shall continue to proceed diligently with the performance of the Work, this Subcontract, and any disputed Work, pending any resolution. The existence of a dispute shall not be grounds for any failure to perform by Subcontractor nor limit the right of Contractor to proceed to remedy any default by Subcontractor.

ARTICLE 28, EARLY TERMINATION

If PBC terminates the Contract or stops the Work for a reason other than the sole default of Contractor, Contractor may terminate this Subcontract or stop the Work for the same reason, and Subcontractor's rights and remedies, including the basis for payment of any unpaid portion of the Price, shall be limited to the corresponding rights and remedies available to Contractor under the Contract Documents, and controlled by Article 26 above. Should this Subcontract be terminated for default, Subcontractor shall assign all purchase orders and subcontracts to Contractor if Contractor, in its sole and absolute discretion, requests such assignments. Subcontractor agrees to incorporate such provisions in its agreements with suppliers and subcontractors to effectuate this Article 28. Nothing herein shall create any duty on the part of Contractor to accept the assignment of any purchase order or subcontract hereunder.

Further, in its sole discretion and without notice to any guarantors, surety, or sureties, Contractor may, at any time prior to final payment, terminate this Subcontract for its convenience upon the giving of written notice to Subcontractor. In no event shall Subcontractor be entitled to consequential damages or loss of profits on portions of the Work not yet performed. If terminated for convenience, Subcontractor shall be entitled to be paid all costs of all Work provided hereunder including reasonable and necessary costs of termination, as determined in accordance with the method set forth in Article 8 above, together with the Profit Percentage attributable to the costs so determined. Payment shall be made in accordance with and subject to the requirements of Article 4.

Without limitation, the following obligations, among others, of Subcontractor shall survive the termination of the Subcontract whether pursuant to this Subcontract: warranties and guarantees of Work performed; indemnity; payment of taxes, damages, losses and expenses; certifications; delivery of manuals, data on electronic media and as-built drawings; correction

of Work performed; removal of liens; and cooperation with the construction lender.

ARTICLE 29, SETOFF

If Subcontractor is, or hereafter begins, performing any work for Contractor other than the Work under the Subcontract and the unpaid balance of the Price becomes insufficient to complete such Work or compensate Contractor for any damages or deficiencies by the Subcontractor in the performance of the other work, Subcontractor hereby consents and agrees to allow Contractor, in its sole discretion and judgment, to setoff any of Contractor's claims against any funds due, or which may become due, Subcontractor under any other agreement with Contractor, or any subcontract on any other project. No refusal or failure of Contractor to exercise its rights hereunder shall constitute the basis of any right or claim against Contractor.

ARTICLE 30, MISCELLANEOUS

(a) All matters relating to the validity, performance, or interpretation of this Subcontract shall be governed by the law of the State in which the Project is located, applicable to the validity, performance, or interpretation, as the case may be, of the Contract Documents. In the event that any term, provision, or part of the Subcontract is held to be illegal, invalid or unenforceable, such term, provision, or part shall be deemed severed from the Subcontract and the remaining terms, provisions and parts shall remain unaffected thereby. Where the context requires, neuter terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.

(b) This Subcontract, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof. Subcontractor agrees that any claims against Contractor, irrespective of an alleged breach by Contractor of the Contract Documents, shall be based, nonetheless, upon this Subcontract and the Price, and shall in no event be based upon an asserted fair and reasonable value of the Work performed.

(c) This Subcontract may not be changed in any way except as herein provided or by a writing signed by a duly authorized officer or agent of each party. No requirement of this Subcontract may be waived except in writing signed by a duly authorized officer of the waiving party. This provision may not be waived orally by Contractor.

(d) The provisions of this Subcontract and the Contract Documents are intended to supplement and complement each other. If, however, any provision of this Subcontract irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty on the Subcontractor shall govern.

(e) As to any claim which arises out of Subcontractor's performance which is also caused by the acts or omissions of any third party, Subcontractor's liability hereunder shall be joint and several.

(f) The failure of PBC or Contractor to insist upon performance or strict performance of any of the terms, covenants or conditions of this Subcontract or the Contract Documents shall not be deemed a waiver of any rights or remedies that PBC or Contractor may have; shall not be deemed to constitute an amendment of this Subcontract; and shall not be deemed a waiver of any subsequent breach or default by Contractor of any of the terms, covenants, or conditions of this Subcontract.

(g) Subcontractor acknowledges, agrees and understands that (i) Contractor's employees are prohibited from accepting, directly or indirectly, anything of value (such as money, goods or a service) from Subcontractor; (ii) a business courtesy, such as a gift, contribution or entertainment, can not be accepted by Contractor's employees under circumstances that might cause a conflict of interest or create the appearance of impropriety; (iii) gifts of nominal value (generally $300.00 or less) may be accepted by Contractors' employees if reasonable under the circumstances of the business relationship and consistent with customary business practices in the industry (e.g., accepting a lunch or dinner invitation, tickets to theater or sporting events, or nominal value gifts at the holidays); (iv) Contractor's employees are not allowed to accept materials from Subcontractor that are outside of arrangements that are made available to all Contractor's employees; (v) Contractor's employees are strictly prohibited from accepting a cash gift or a check in any amount; and (vi) Contractor's employees are strictly prohibited from accepting, directly or indirectly, anything of value (such as money, goods or a service) from any federal, state or local government official and/or government employee.

IN WITNESS WHEREOF, the parties have duly executed this Subcontract as of the date first above written

Rausch Construction Co., Inc.	PUBLIC BUILDING COMMISSION OF CHICAGO
By:	By: Chairman
Leticia Villasenor-Rausch/President Print Name and Title	By: 4.12.11 Executive Director
In the Presence of: (Witness)	By: Secretary
By: Tony Villasenor/NOTARY PUBLIC	*Approved as to Form and Legality:*
TONY VILLASENOR OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 18, 2015	By: Neal & Leroy, LLC

Subcontractor's Illinois State Unemployment Ins. No. 1091158 (Insert State and Register No. for State in which the Work is to be performed)

Subcontractor's License No. 53326
(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. 1782-4540

SCHEDULE 1 — CONTRACT DOCUMENTS

The Contract Documents referred to in Article 1 and elsewhere in this Subcontract consists of the Subcontract and the following:

The Contract Documents, sometimes referred to collectively as the "Subcontract," are listed below and shall constitute the Subcontract.

- This Subcontract with Schedules 1, 2, 3 and 4
- The Agreement for Construction Management Services ("Contract") between PBC and Bovis Lend Lease, Inc. dated June 15, 2010.
- Exhibit A (Drawings/Specifications) consisting of (19) pages, dated December 9, 2010.
- Exhibit B (General Scope of Subcontractor's Work) consisting of (5) pages, dated December 10, 2010.
- Exhibit C (Insurance Requirements) consisting of 3 pages.
- Exhibit D (Unit Prices) consisting of (3) pages, dated December 16, 2010.
- Exhibit E (Alternates) consisting of (1) page, dated December 10, 2010.
- Exhibit F (Bonding Requirements and Required Bond Forms) consisting of (NA) pages.
- Exhibit S – General Requirements/Steel Frame Erection Requirements consisting of 11 pages.
- Additional Exhibits:

  Exhibit H - Electronic File Requirements dated November 9, 2010 consisting of (1) page.

  Exhibit T - PBC Required Subcontract Provisions and Schedules 2, 3, 4, C and D.

  Bid Proposal Form consisting of (3) pages dated December 16, 2010.

  Rider to Subcontract Agreement Between The Public Building Commission of Chicago and Rausch Construction Co., Inc. for the William Jones College Preparatory High School Project consisting of one (1) page dated January 11, 2011.

  Addendum No. 1 dated December 16, 2010.

  Addendum No. 2 dated December 23, 2010.

  Project Procedures Manual version 2 dated November 9, 2010

The Subcontractor is bound by the terms of all Contract Documents.

SCHEDULE 2 — PERFORMANCE SCHEDULE

Pursuant to Article 6 of this Subcontract and without limiting the provisions thereof, Subcontractor shall perform the Work and its several parts according to the following specific schedule, and as the same may be revised from time to time by Contractor:

Reference Bovis Lend Lease, Inc.'s Exhibit B dated December 10, 2010.

SCHEDULE 3 — TEMPORARY FACILITIES

All temporary Project site facilities and storage, sheds, shanties, material storage rooms, field offices, power, hoists, scaffolding, cold weather protection, etc. ("Temporary Facilities") required in performing the Work shall be furnished by Subcontractor except as provided herein. Subcontractor agrees to furnish, at Subcontractor's expense, sufficient Temporary Facilities for the efficient performance of the Work. Subcontractor agrees to place its Temporary Facilities in locations designated by Contractor. When it becomes necessary, in the opinion of the Contractor, for Subcontractor to provide Temporary Facilities, Subcontractor will do so in an expeditious manner and at no additional cost. Temporary Facilities shall be equipped with fire extinguishers and shall be of fireproof material only, such as concrete, gypsum block, rated drywall, or sheet metal. The sole exceptions to Subcontractor's obligations to provide Temporary Facilities are:

The Temporary Facilities furnished by Contractor shall be without charge to Subcontractor except as otherwise indicated above.

In connection with their furnishing of the Temporary Facilities indicated above, Contractor shall not be liable for conditions beyond the reasonable control of Contractor which may interrupt, delay or otherwise interfere with the availability of such Temporary Facilities to Subcontractor. Unless otherwise expressly indicated, the Temporary Facilities furnished by Contractor shall not be for the exclusive use of Subcontractor, but shall be shared by others performing work on the Project. Contractor, therefore, reserves the exclusive right to schedule the use of any Temporary Facilities in accordance with its determinations as to the needs of the Project and shall incur no liability as a result thereof. If either party from time to time furnishes the other a crane, hoisting equipment, or other machinery or equipment, with or without an operator, for such party's exclusive use, then the using party shall at all times furnish adequate and competent supervision and direction therefor and shall be fully liable and responsible for safe and proper care, use and custody of such machinery or equipment.

SCHEDULE 4 – EMPLOYMENT ELIGIBILITY VERIFICATION

In addition to Subcontracts compliance with this Schedule, the provisions of this Schedule must be incorporated into any subcontract Subcontractor enters into in connection with the performance of the Work.

1. 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 other Contract Documents, without additional charge or expense to the Contractor and/or 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.

2. The Subcontractor shall at any time upon demand furnish such proof as Contractor may require showing such compliance and the correction of such violations. The Subcontractor agrees to save harmless and indemnify Contractor and PBC, as well as any other parties Contractor is required to defend, indemnify and hold harmless, and their respective agents, servants and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including reasonable legal fees and disbursements, caused or occasioned directly or indirectly by the failure of the Subcontractor or its subcontractor(s) of any tier 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.

3. 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.

4. Subcontractor acknowledges represents and warrants that Subcontractor is aware of and understands IRCA (or any E-Verify requirement or other similar immigration law requirement where applicable), that Subcontractor is in compliance with IRCA (or E-Verify requirement or other similar immigration law requirement where applicable), 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 verification. Subcontractor agrees that if Subcontractor acquires knowledge (constructive or otherwise), indicating that one of Subcontractor's workers on this Project may not be authorized to work in the United States, despite Subcontractor having conducted appropriate 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 (or E-Verify requirement or other similar immigration law requirement where applicable).

A. Additional Employment Eligibility Verification (E-Verify) where E-Verify is required by Federal Acquisition Regulations (FAR).

As prescribed in FAR Section 22.1803, Subcontractor and its subcontractors of every tier shall comply with the following provisions to the fullest extent required by law:

Employment Eligibility Verification (Jan 2009)

(a) *Definitions.* As used in this clause—

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR Section 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without

mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at FAR Section 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in FAR Section 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Subcontractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Subcontractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Subcontractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Subcontractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Subcontractor shall initiate verification of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Subcontractor shall initiate verification of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Subcontractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Subcontractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Subcontractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Subcontractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Subcontractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Subcontractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Subcontractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Subcontractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Subcontractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Subcontractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Subcontractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Subcontractor, then the Subcontractor must reenroll in E-Verify.

(c) *Web site.*

Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

*http://www.dhs.*http://www.dhs.gov/E-Verifyhttp://www.dhs.gov/E-Verifygov/*E-Verify*.

(d) *Individuals previously verified.*

The Subcontractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Subcontractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.*

The Subcontractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,000; and

(3) Includes work performed in the United States. –END OF DOCUMENT-

52089699 – William Jones College Preparatory High School
CHICAGO, ILLINOIS

EXHIBIT A
100% DD Documents

DECEMBER 9, 2010

DRAWING/SPEC NO.	DESCRIPTION	DATE
GENERAL		
G0.10	TITLE SHEET	10/26/10
G0.20	INDEX OF DRAWINGS, GENERAL INFORMATION AND NOTES	10/26/10
G0.30	GENERAL NOTES, ABBREVIATIONS, LEGENDS AND SYMBOLS	10/26/10
G0.40	TYPICAL MOUNTING HEIGHTS AND ACCESSIBILITY NOTES	10/26/10
G0.50	ZONING AND BUILDING CODE ANALYSIS MATRIX	10/26/10
G1.00	LIFESAFETY PLANS AND CALCULATIONS - BASEMENT FLOOR PLAN + GROUND FLOOR PLAN	10/26/10
G1.01	LIFESAFETY PLANS AND CALCULATIONS - SECOND FLOOR PLAN + THIRD FLOOR PLAN	10/26/10
G1.02	LIFESAFETY PLANS AND CALCULATIONS - FOURTH FLOOR PLAN + FIFTH FLOOR PLAN	10/26/10
G1.03	LIFESAFETY PLANS AND CALCULATIONS - SIXTH FLOOR PLAN + SEVENTH FLOOR PLAN	10/26/10
G1.04	LIFESAFETY PLANS AND CALCULATIONS - PENTHOUSE PLAN + ROOF PLAN	10/26/10
G1.05	LIFESAFETY BUILDING SECTION	10/26/10
CIVIL		
C0.00	GENERAL NOTES AND LEGEND	10/26/10
C0.10	EXISTING CONDITIONS	10/26/10
C0.20	SITE DEMOLITION PLAN	10/26/10
C1.00	SITE DIMENSION PLAN	10/26/10
C2.00	SITE GRADING PLAN	10/26/10
C2.20	EROSION AND SEDIMENTATION CONTROL PLAN	10/26/10
C3.00	SITE UTILITY PLAN	10/26/10
C4.00	SITE DETAILS	10/26/10
C4.10	SITE DETAILS	10/26/10
C4.20	SITE DETAILS	10/26/10
LANDSCAPE		
L1.01	LANDSCAPE AND FURNISHING PLAN - GROUND FLOOR	10/26/10
L1.02	LANDSCAPE PLAN - SECOND FLOOR	10/26/10
L1.03	LANDSCAPE PLAN - SEVENTH FLOOR	10/26/10
L1.04	LANDSCAPE PLAN - ROOF	10/26/10
L2.01	LANDSCAPE AND FURNISHING DETAILS	10/26/10
ARCHITECTURAL SITE		
AS1.00	ARCHITECTURAL SITE PLAN	10/26/10
ARCHITECTURE		
A1.00	BASEMENT FLOOR PLAN + GROUND FLOOR PLAN	10/26/10
A1.01	SECOND FLOOR PLAN + THIRD FLOOR PLAN	10/26/10
A1.02	FOURTH FLOOR PLAN + FIFTH FLOOR PLAN	10/26/10
A1.03	SIXTH FLOOR PLAN + SEVENTH FLOOR PLAN	10/26/10
A1.04	PENTHOUSE PLAN + ROOF PLAN	10/26/10
A1.10A	BASEMENT FLOOR PLAN AREA A	10/26/10

DRAWING/SPEC NO.	DESCRIPTION	DATE
A1.10B	BASEMENT FLOOR PLAN AREA B	10/26/10
A1.11A-E	GROUND FLOOR PLAN AREA A	10/26/10
A1.11A-I	GROUND FLOOR PLAN AREA A	10/26/10
A1.11B-E	GROUND FLOOR PLAN AREA B	10/26/10
A1.11B-I	GROUND FLOOR PLAN AREA B	10/26/10
A1.12A-E	SECOND FLOOR PLAN AREA A	10/26/10
A1.12A-I	SECOND FLOOR PLAN AREA A	10/26/10
A1.12B-E	SECOND FLOOR PLAN AREA B	10/26/10
A1.12B-I	SECOND FLOOR PLAN AREA B	10/26/10
A1.13A-E	THIRD FLOOR PLAN AREA A	10/26/10
A1.13A-I	THIRD FLOOR PLAN AREA A	10/26/10
A1.13B-E	THIRD FLOOR PLAN AREA B	10/26/10
A1.13B-I	THIRD FLOOR PLAN AREA B	10/26/10
A1.14A-E	FOURTH FLOOR PLAN AREA A	10/26/10
A1.14A-I	FOURTH FLOOR PLAN AREA A	10/26/10
A1.14B-E	FOURTH FLOOR PLAN AREA B	10/26/10
A1.14B-I	FOURTH FLOOR PLAN AREA B	10/26/10
A1.15A-E	FIFTH FLOOR PLAN AREA A	10/26/10
A1.15A-I	FIFTH FLOOR PLAN AREA A	10/26/10
A1.15B-E	FIFTH FLOOR PLAN AREA B	10/26/10
A1.15B-I	FIFTH FLOOR PLAN AREA B	10/26/10
A1.16A-E	SIXTH FLOOR PLAN AREA A	10/26/10
A1.16A-I	SIXTH FLOOR PLAN AREA A	10/26/10
A1.16B-E	SIXTH FLOOR PLAN AREA B	10/26/10
A1.16B-I	SIXTH FLOOR PLAN AREA B	10/26/10
A1.17A-E	SEVENTH FLOOR PLAN AREA A	10/26/10
A1.17A-I	SEVENTH FLOOR PLAN AREA A	10/26/10
A1.17B-E	SEVENTH FLOOR PLAN AREA B	10/26/10
A1.17B-I	SEVENTH FLOOR PLAN AREA B	10/26/10
A1.18A-E	PENTHOUSE PLAN AREA A	10/26/10
A1.18B-E	PENTHOUSE PLAN AREA B	10/26/10
A1.19A-E	ROOF PLAN AREA A	10/26/10
A1.19B-E	ROOF PLAN AREA B	10/26/10
A2.00	EXTERIOR REFLECTED CEILING PLANS - BASEMENT FLOOR + GROUND FLOOR	10/26/10
A2.01	EXTERIOR REFLECTED CEILING PLANS - SECOND FLOOR + THIRD FLOOR	10/26/10
A2.02	EXTERIOR REFLECTED CEILING PLANS - FOURTH FLOOR + FIFTH FLOOR	10/26/10
A2.03	EXTERIOR REFLECTED CEILING PLANS - SIXTH FLOOR + SEVENTH FLOOR	10/26/10
A2.10A	BASEMENT FLOOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.10B	BASEMENT FLOOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.11A-E	GROUND FLOOR EXTERIOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.11A-I	GROUND FLOOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.11B-E	GROUND FLOOR EXTERIOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.11B-I	GROUND FLOOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.12A-E	SECOND FLOOR EXTERIOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.12A-I	SECOND FLOOR REFLECTED CEILING PLAN AREA A	10/26/10

DRAWING/SPEC NO.	DESCRIPTION	DATE
A2.12B-E	SECOND FLOOR EXTERIOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.12B-I	SECOND FLOOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.13A-E	THIRD FLOOR EXTERIOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.13A-I	THIRD FLOOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.13B-E	THIRD FLOOR EXTERIOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.13B-I	THIRD FLOOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.14A-E	FOURTH FLOOR EXTERIOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.14A-I	FOURTH FLOOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.14B-E	FOURTH FLOOR EXTERIOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.14B-I	FOURTH FLOOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.15A-E	FIFTH FLOOR EXTERIOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.15A-I	FIFTH FLOOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.15B-E	FIFTH FLOOR EXTERIOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.15B-I	FIFTH FLOOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.16A-E	SIXTH FLOOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.16A-I	SIXTH FLOOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.16B-E	SIXTH FLOOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.16B-I	SIXTH FLOOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.17A-E	SEVENTH FLOOR EXTERIOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.17A-I	SEVENTH FLOOR REFLECTED CEILING PLAN AREA A	10/26/10
A2.17B-E	SEVENTH FLOOR EXTERIOR REFLECTED CEILING PLAN AREA B	10/26/10
A2.17B-I	SEVENTH FLOOR REFLECTED CEILING PLAN AREA B	10/26/10
A3.00	EAST & WEST BUILDING ELEVATIONS	10/26/10
A3.01	NORTH & SOUTH BUILDING ELEVATIONS	10/26/10
A3.02	EAST & WEST BUILDING ELEVATIONS	10/26/10
A3.02A	NORTH & SOUTH BUILDING ELEVATION	10/26/10
A3.02B	EXTERIOR ENCLOSURE WALL TYPES	10/26/10
A3.02C	EXTERIOR ENCLOSURE WALL TYPES	10/26/10
A4.00	BUILDING SECTION	10/26/10
A4.01	BUILDING SECTIONS	10/26/10
A6.01	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.02	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.03	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.04	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.05	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.06	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.07	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.08	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.09	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.10	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.11	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.12	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.13	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.14	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.20	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.21	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10

DRAWING/SPEC NO.	DESCRIPTION	DATE
A6.22	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.23	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.30	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.31	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.32	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.33	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.34	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.35	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.36	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.40	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.41	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.42	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.43	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.44	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A6.45	PARTIAL EXTERIOR PLANS, SECTIONS AND ELEVATIONS	10/26/10
A7.00	CORE PLANS - STAIR 01, STAIR 02	10/26/10
A7.01	CORE PLANS - STAIR 01, STAIR 02	10/26/10
A7.02	CORE PLANS - STAIR 01, STAIR 02	10/26/10
A7.03	CORE PLANS - STAIR 01, STAIR 02	10/26/10
A7.04	PARTIAL PLANS - STAIR 03	10/26/10
A7.05	PARTIAL PLANS - STAIR 03	10/26/10
A7.06	PARTIAL PLANS - STAIR 04	10/26/10
A7.07	PARTIAL PLANS - STAIR 05, STAIR 06, STAIR 07, ELEVATOR 05, ELEVATOR 06	10/26/10
A7.10	STAIR SECTIONS - STAIR 01	10/26/10
A7.11	STAIR SECTIONS - STAIR 03	10/26/10
A7.12	STAIR SECTIONS - STAIR 04	10/26/10
A7.13	STAIR SECTIONS - STAIR 06, STAIR 07	10/26/10
A7.15	STAIR DETAILS	10/26/10
A7.16	ELEVATOR DIAGRAM AND DIMENSIONAL DATA	10/26/10
A8.00	LOBBY INTERIORS	10/26/10
A8.01	INTERIOR ELEVATIONS - LOBBY	10/26/10
A8.02	INTERIOR ELEVATIONS - LOBBY	10/26/10
A8.03	INTERIOR ELEVATIONS - LOBBY	10/26/10
A8.10	INTERIOR ELEVATIONS - GROUND FLOOR	10/26/10
A8.15	INTERIOR ELEVATIONS-GROUND FLOOR	10/26/10
A8.16	INTERIOR ELEVATIONS-GROUND FLOOR	10/26/10
A8.17	INTERIOR ELEVATIONS-GROUND FLOOR	10/26/10
A8.18	INTERIOR ELEVATIONS-GROUND FLOOR	10/26/10
A8.19	INTERIOR ELEVATIONS-GROUND FLOOR	10/26/10
A8.20	INTERIOR ELEVATIONS - SECOND FLOOR	10/26/10
A8.25	INTERIOR ELEVATIONS-SECOND FLOOR	10/26/10
A8.30	INTERIOR ELEVATIONS - THIRD FLOOR	10/26/10
A8.32	INTERIOR ELEVATIONS-THIRD FLOOR	10/26/10
A8.33	INTERIOR ELEVATIONS-THIRD FLOOR	10/26/10
A8.34	INTERIOR ELEVATIONS-THIRD FLOOR	10/26/10
A8.40	INTERIOR ELEVATIONS - FOURTH FLOOR	10/26/10

DRAWING/SPEC NO.	DESCRIPTION	DATE
A8.42	INTERIOR ELEVATIONS-FOURTH FLOOR	10/26/10
A8.43	INTERIOR ELEVATIONS-FOURTH FLOOR	10/26/10
A8.44	ENLARGED FLOOR PLANS-FOURTH FLOOR	10/26/10
A8.45	INTERIOR ELEVATIONS-FOURTH FLOOR	10/26/10
A8.46	INTERIOR ELEVATIONS-FOURTH FLOOR	10/26/10
A8.50	INTERIOR ELEVATIONS - FIFTH FLOOR	10/26/10
A8.55	INTERIOR ELEVATIONS-FIFTH FLOOR	10/26/10
A8.60	INTERIOR ELEVATIONS - SIXTH FLOOR	10/26/10
A8.62	INTERIOR ELEVATIONS-SIXTH FLOOR	10/26/10
A8.70	INTERIOR ELEVATIONS - SEVENTH FLOOR	10/26/10
A8.72	INTERIOR ELEVATONS-SEVENTH FLOOR	10/26/10
A8.73	INTERIOR ELEVATIONS-SEVENTH FLOOR	10/26/10
A8.74	INTERIOR ELEVATIONS-SEVENTH FLOOR	10/26/10
A9.10	PARTITION TYPES	10/26/10
A9.11	PARTITION TYPES	10/26/10
A9.12	PARTITION TYPES	10/26/10
A9.13	PARTITION TYPES	10/26/10
A11.10	MILLWORK DETAILS	10/26/10
A12.10	DOOR SCHEDULE	10/26/10
A12.11	DOOR SCHEDULE	10/26/10
A12.12	DOOR SCHEDULE	10/26/10
A12.13	DOOR TYPES AND FRAME DETAILS	10/26/10
A12.14	ENLARGED ENTRYWAY PLANS	10/26/10
A13.20	ROOM FINISH SCHEDULE	10/26/10
A13.31	SIGNAGE DETAILS	10/26/10
A15.10	TYPICAL TOLIET ROOM ENLARGED PLANS, ELEVATIONS AND DETAILS	10/26/10
A15.11	TYPICAL TOILET ROOM ENLARGED PLANS, ELEVATIONS AND DETAILS	10/26/10
A15.13	LOCKER ROOM ENLARGED PLANS ELEVATIONS AND DETAILS	10/26/10
A15.14	LOCKER ROOM ENLARGED PLANS ELEVATIONS AND DETAILS	10/26/10
A15.15	LOCKER ROOM ENLARGED PLANS ELEVATIONS AND DETAILS	10/26/10
STRUCTURAL		
S0.10	STRUCTURAL NOTES, ABBREVIATIONS	10/26/10
S0.11	STRUCTURAL NOTES	10/26/10
S0.12	FLOOR LOADING DIAGRAMS - 1	10/26/10
S0.13	FLOOR LOADING DIAGRAMS - 2	10/26/10
S1.00	BASEMENT FLOOR PLAN AND GROUND FLOOR PLAN	10/26/10
S1.01	SECOND FLOOR PLAN AND THIRD FLOOR PLAN	10/26/10
S1.02	FOURTH FLOOR PLAN AND FIFTH FLOOR PLAN	10/26/10
S1.03	SIXTH FLOOR PLAN AND SEVENTH FLOOR PLAN	10/26/10
S1.04	PENTHOUSE PLAN+ROOF PLAN	10/26/10
S1.09A	CAISSON PLAN - AREA A	10/26/10
S1.09B	CAISSON PLAN - AREA B	10/26/10
S1.10A	BASEMENT FLOOR FRAMING PLAN - AREA A	10/26/10
S1.10B	BASEMENT FLOOR FRAMING PLAN - AREA B	10/26/10
S1.11A	GROUND FLOOR FRAMING PLAN - AREA A	10/26/10

DRAWING/SPEC NO.	DESCRIPTION	DATE
S1.11B	GROUND FLOOR FRAMING PLAN - AREA B	10/26/10
S1.12A	SECOND FLOOR FRAMING PLAN - AREA A	10/26/10
S1.12B	SECOND FLOOR FRAMING PLAN - AREA B	10/26/10
S1.13A	THIRD FLOOR FRAMING PLAN - AREA A	10/26/10
S1.13B	THIRD FLOOR FRAMING PLAN - AREA B	10/26/10
S1.14A	FOURTH FLOOR FRAMING PLAN - AREA A	10/26/10
S1.14B	FOURTH FLOOR FRAMING PLAN - AREA B	10/26/10
S1.15A	FIFTH FLOOR FRAMING PLAN - AREA A	10/26/10
S1.15B	FIFTH FLOOR FRAMING PLAN - AREA B	10/26/10
S1.16A	SIXTH FLOOR FRAMING PLAN - AREA A	10/26/10
S1.16B	SIXTH FLOOR FRAMING PLAN - AREA B	10/26/10
S1.17A	SEVENTH FLOOR FRAMING PLAN - AREA A	10/26/10
S1.17B	SEVENTH FLOOR FRAMING PLAN - AREA B	10/26/10
S1.18A	PENTHOUSE FRAMING PLAN - AREA A	10/26/10
S1.18B	PENTHOUSE FRAMING PLAN - AREA B	10/26/10
S1.19A	ROOF FRAMING PLAN - AREA A	10/26/10
S1.19B	ROOF FRAMING PLAN - AREA B	10/26/10
S1.20B	AUDITORIUM LEVEL CATWALK FRAMING PLAN	10/26/10
S1.21A	POOL FRAMING PLAN - AREA A	10/26/10
S2.00	STRUCTURAL ELEVATIONS - EXTERIOR WALL	10/26/10
S2.01	STRUCTURAL ELEVATIONS - EXTERIOR WALL	10/26/10
S2.02	STRUCTURAL ELEVATIONS - INTERIOR LATERAL BRACING	10/26/10
S2.03	STRUCTURAL ELEVATIONS - INTERIOR TRANSFER TRUSSES	10/26/10
S3.00	CAISSON AND GRADE BEAM DETAILS	10/26/10
S3.01	TYPICAL FOUNDATION SECTIONS AND DETAILS	10/26/10
S3.02	TYPICAL FOUNDATION AND SLAB-ON-GRADE DETAILS	10/26/10
S3.03	FOUNDATION SECTIONS AND DETAILS	10/26/10
S4.00	STEEL COLUMN SCHEDULE	10/26/10
S4.01	STEEL COLUMN SCHEDULE	10/26/10
S4.02	STEEL COLUMN SCHEDULE	10/26/10
S4.03	STEEL COLUMN SCHEDULE	10/26/10
S4.04	STEEL COLUMN SCHEDULE	10/26/10
S4.10	TYPICAL STEEL DETAILS	10/26/10
S4.11	TYPICAL COMPOSITE SLAB DETAILS	10/26/10
S4.12	TYPICAL COMPOSITE SLAB DETAILS	10/26/10
S4.13	ROOF DECK AND SLAB DETAILS	10/26/10
S4.14	STEEL SECTIONS AND DETAILS	10/26/10
S4.15	STEEL SECTIONS AND DETAILS	10/26/10
S4.20	STEEL BRACING DETAILS	10/26/10
S4.21	POOL SECTION AND DETAILS	10/26/10
S4.30	JOIST DETAILS	10/26/10
S4.31	JOIST GIRDER ELEVATION	10/26/10
MECHANICAL		
M0.10	MECHANICAL NOTES, ABBREVIATIONS, SYMBOLS AND CODE MATRIX	10/26/10
M1.00	BASEMENT FLOOR PLAN + GROUND FLOOR PLAN	10/26/10

DRAWING/SPEC NO.	DESCRIPTION	DATE
M1.01	MECHANICAL HVAC SECOND FLOOR PLAN + THIRD FLOOR PLAN	10/26/10
M1.02	MECHANICAL HVAC FOURTH FLOOR PLAN + FIFTH FLOOR PLAN	10/26/10
M1.03	MECHANICAL HVAC SIXTH FLOOR PLAN + SEVENTH FLOOR PLAN	10/26/10
M1.04	MECHANICAL HVAC PENTHOUSE + PENTHOUSE ROOF PLAN	10/26/10
M1.10A	BASEMENT FLOOR MECHANICAL HVAC PLAN - AREA A	10/26/10
M1.10B	BASEMENT FLOOR MECHANICAL HVAC PLAN - AREA B	10/26/10
M1.11A	GROUND FLOOR MECHANICAL HVAC PLAN - AREA A	10/26/10
M1.11B	GROUND FLOOR MECHANICAL HVAC PLAN - AREA B	10/26/10
M1.12A	SECOND FLOOR MECHANICAL HVAC PLAN - AREA A	10/26/10
M1.12B	SECOND FLOOR MECHANICAL HVAC PLAN - AREA B	10/26/10
M1.13A	THIRD FLOOR MECHANICAL HVAC PLAN - AREA A	10/26/10
M1.13B	THIRD FLOOR MECHANICAL HVAC PLAN - AREA B	10/26/10
M1.14A	FOURTH FLOOR MECHANICAL HVAC PLAN - AREA A	10/26/10
M1.14B	FOURTH FLOOR MECHANICAL HVAC PLAN - AREA B	10/26/10
M1.15A	FIFTH FLOOR MECHANICAL HVAC PLAN - AREA A	10/26/10
M1.15B	FIFTH FLOOR MECHANICAL HVAC PLAN - AREA B	10/26/10
M1.16A	SIXTH FLOOR MECHANICAL HVAC PLAN - AREA A	10/26/10
M1.16B	SIXTH FLOOR MECHANICAL HVAC PLAN - AREA B	10/26/10
M1.17A	SEVENTH FLOOR MECHANICAL HVAC PLAN - AREA A	10/26/10
M1.17B	SEVENTH FLOOR MECHANICAL HVAC PLAN - AREA B	10/26/10
M1.18A	PENTHOUSE MECHANICAL HVAC PLAN - AREA A	10/26/10
M1.18B	PENTHOUSE MECHANICAL HVAC PLAN - AREA B	10/26/10
M1.19A	PENTHOUSE ROOF MECHANICAL HVAC PLAN - AREA A	10/26/10
M1.19B	PENTHOUSE ROOF MECHANICAL HVAC PLAN - AREA B	10/26/10
M2.00	HYDRONIC PIPING BASEMENT FLOOR PLAN + GROUND FLOOR PLAN	10/26/10
M2.01	HYDRONIC PIPING SECOND FLOOR PLAN + THIRD FLOOR PLAN	10/26/10
M2.02	HYDRONIC PIPING FOURTH FLOOR PLAN + FIFTH FLOOR PLAN	10/26/10
M2.03	HYDRONIC PIPING SIXTH FLOOR PLAN + SEVENTH FLOOR PLAN	10/26/10
M2.04	HYDRONIC PIPING PENTHOUSE + PENTHOUSE ROOF PLAN	10/26/10
M2.11A	GROUND FLOOR HYDRONIC PIPING PLAN - AREA A	10/26/10
M2.12A	SECOND FLOOR HYDRONIC PIPING PLAN - AREA A	10/26/10
M2.13A	THIRD FLOOR HYDRONIC PIPING PLAN - AREA A	10/26/10
M2.14A	FOURTH FLOOR HYDRONIC PIPING PLAN - AREA A	10/26/10
M2.14B	FOURTH FLOOR HYDRONIC PIPING PLAN - AREA B	10/26/10
M2.15A	FIFTH FLOOR HYDRONIC PIPING PLAN - AREA A	10/26/10
M2.15B	FIFTH FLOOR HYDRONIC PIPING PLAN - AREA B	10/26/10
M2.16A	SIXTH FLOOR POWER HYDRONIC PIPING PLAN - AREA A	10/26/10
M2.17A	SEVENTH FLOOR HYDRONIC PIPING PLAN - AREA A	10/26/10
M2.17B	SEVENTH FLOOR HYDRONIC PIPING PLAN - AREA B	10/26/10
M2.18A	PENTHOUSE HYDRONIC PIPING PLAN - AREA A	10/26/10
M2.19A	PENTHOUSE ROOF HYDRONIC PIPING PLAN - AREA A	10/26/10
M2.19B	PENTHOUSE ROOF HYDRONIC PIPING PLAN - AREA B	10/26/10
M4.01	MECHANICAL VENTILATION RISER DIAGRAM	10/26/10
M4.02	MECHANICAL PIPING RISER DIAGRAM	10/26/10
M4.03	CHILLED WATER FLOW DIAGRAM	10/26/10
M4.04	HOT WATER FLOW DIAGRAM	10/26/10

DRAWING/SPEC NO.	DESCRIPTION	DATE
M5.01	MECHANICAL DETAILS	10/26/10
M5.02	MECHANICAL DETAILS	10/26/10
M5.03	MECHANICAL DETAILS	10/26/10
M5.04	MECHANICAL DETAILS	10/26/10
M6.01	TEMPERATURE CONTROLS	10/26/10
M6.02	TEMPERATURE CONTROLS	10/26/10
M6.03	TEMPERATURE CONTROLS	10/26/10
M6.04	TEMPERATURE CONTROLS	10/26/10
M6.06	TEMPERATURE CONTROLS	10/26/10
M6.09	TEMPERATURE CONTROLS	10/26/10
M6.11	TEMPERATURE CONTROLS	10/26/10
M6.12	TEMPERATURE CONTROLS	10/26/10
M6.13	TEMPERATURE CONTROLS	10/26/10
M6.14	TEMPERATURE CONTROLS	10/26/10
M7.01	MECHANICAL SCHEDULES	10/26/10
M7.02	MECHANICAL SCHEDULES	10/26/10
M7.03	MECHANICAL SCHEDULES	10/26/10
M7.04	MECHANICAL SCHEDULES	10/26/10
PLUMBING		
P0.10	PLUMBING NOTES, ABBREVIATIONS, SYMBOLS AND CODE MATRIX	10/26/10
P1.00	PLUMBING DOMESTIC WATER - BASEMENT FLOOR PLAN + GROUND FLOOR PLAN	10/26/10
P1.01	PLUMBING DOMESTIC WATER - SECOND FLOOR PLAN + THIRD FLOOR PLAN	10/26/10
P1.02	PLUMBING DOMESTIC WATER - FOURTH FLOOR PLAN + FIFTH FLOOR PLAN	10/26/10
P1.03	PLUMBING DOMESTIC WATER - SIXTH FLOOR PLAN + SEVENTH FLOOR PLAN	10/26/10
P1.10A	BASEMENT FLOOR DOMESTIC WATER PLAN - AREA A	10/26/10
P1.11A	GROUND FLOOR DOMESTIC WATER PLAN - AREA A	10/26/10
P1.12A	SECOND FLOOR DOMESTIC WATER PLAN - AREA A	10/26/10
P1.13A	THIRD FLOOR DOMESTIC WATER PLAN - AREA A	10/26/10
P1.14A	FOURTH FLOOR DOMESTIC WATER PLAN - AREA A	10/26/10
P1.15A	FIFTH FLOOR DOMESTIC WATER PLAN - AREA A	10/26/10
P1.16A	SIXTH FLOOR DOMESTIC WATER PLAN - AREA A	10/26/10
P1.17A	SEVENTH FLOOR DOMESTIC WATER PLAN - AREA A	10/26/10
P2.00	PLUMBING STORM, SANITARY & VENT PLAN - BASEMENT FLOOR PLAN + GROUND FLOOR PLAN	10/26/10
P2.01	PLUMBING STORM, SANITARY & VENT PLAN - SECOND FLOOR PLAN + THIRD FLOOR PLAN	10/26/10
P2.02	PLUMBING STORM, SANITARY & VENT PLAN - FOURTH FLOOR PLAN + FIFTH FLOOR PLAN	10/26/10
P2.03	PLUMBING STORM, SANITARY & VENT PLAN - SIXTH FLOOR PLAN + SEVENTH FLOOR PLAN	10/26/10
P2.10A	BASEMENT FLOOR STORM, SANITARY & VENT PLAN - AREA A	10/26/10
P2.11A	GROUND FLOOR STORM, SANITARY & VENT PLAN - AREA A	10/26/10
P2.12A	SECOND FLOOR STORM, SANITARY & VENT PLAN - AREA A	10/26/10
P2.13A	THIRD FLOOR STORM, SANITARY & VENT PLAN - AREA A	10/26/10

DRAWING/SPEC NO.	DESCRIPTION	DATE
P2.14A	FOURTH FLOOR STORM, SANITARY & VENT PLAN - AREA A	10/26/10
P2.15A	FIFTH FLOOR STORM, SANITARY & VENT PLAN - AREA A	10/26/10
P2.16A	SIXTH FLOOR STORM, SANITARY & VENT PLAN - AREA A	10/26/10
P2.17A	SEVENTH FLOOR STORM, SANITARY & VENT PLAN - AREA A	10/26/10
P4.00	PLUMBING DOMESTIC WATER RISER DIAGRAMS	10/26/10
P4.01	PLUMBING DOMESTIC WATER RISER DIAGRAMS	10/26/10
P4.02	PLUMBING DOMESTIC WATER RISER DIAGRAMS	10/26/10
P4.03	PLUMBING WASTE + VENT RISER DIAGRAMS	10/26/10
P5.00	PLUMBING DETAILS	10/26/10
P5.01	PLUMBING DETAILS	10/26/10
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E2.14A	FOURTH FLOOR POWER AND SYSTEMS PLAN AREA A	10/26/10
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FP1.02	FIRE PROTECTION FOURTH FLOOR PLAN + FIFTH FLOOR PLAN	10/26/10
FP1.03	FIRE PROTECTION SIXTH FLOOR PLAN + SEVENTH FLOOR PLAN	10/26/10
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15769	Radiant Heating Panels	10/26/10
15815	Metal Ducts	10/26/10
15820	Duct Accessories	10/26/10
15836	Axial Fans	10/26/10
15837	Centrifugal Fans	10/26/10
15838	Power Ventilators	10/26/10
15840	Air Terminal Units	10/26/10
15855	Diffusers, Registers, and Grilles	10/26/10

DRAWING/SPEC NO.	DESCRIPTION	DATE
15856	Intake and Relief Ventilators	10/26/10
15861	Air Filters	10/26/10
15950	BAS Building Automation System	10/26/10
15951	BAS Basic Materials, Interface Devices and Sensors	10/26/10
15952	BAS Operator Interfaces	10/26/10
15953	BAS Field Panels	10/26/10
15954	BAS Communication Devices	10/26/10
15955	BAS Software and Programming	10/26/10
15958	Sequence of Operation	10/26/10
15959	BAS System Commissioning	10/26/10
15965	Variable Frequency Controllers (Drives)	10/26/10
15990	Testing, Adjusting, and Balancing	10/26/10
DIVISION 16	ELECTRICAL	
16010	Basic Electrical Requirements	10/26/10
16050	Basic Electrical Materials and Methods	10/26/10
16055	Overcurrent Protective Device Coordination and ARC Flash Study	10/26/10
16060	Grounding and Bonding	10/26/10
16075	Electrical Identification	10/26/10
16120	Conductors and Cables	10/26/10
16130	Raceways and Boxes	10/26/10
16140	Wiring Devices	10/26/10
16145	Lighting Control Devices	10/26/10
16190	Hangers and Supports for Electrical Systems	10/26/10
16211	Electricity Metering	10/26/10
16240	Electrical System Vibration Isolation	10/26/10
16289	Transient Voltage Suppression	10/26/10
16410	Enclosed Switches and Circuit Breakers	10/26/10
16415	Transfer Switches	10/26/10
16420	Enclosed Controllers	10/26/10
16441	Switchboards	10/26/10
16442	Panelboards	10/26/10
16461	Low-Voltage Transformers	10/26/10
16491	Fuses	10/26/10
16511	Interior Lighting	10/26/10
16521	Exterior Lighting	10/26/10
16555	Theater Luminaries and Accessories	10/26/10
16572	Modular Dimming Controls	10/26/10
16621	Packaged Natural Gas Generator	10/26/10
16720	Intrusion Detection System	10/26/10
16721	Fire Alarm	10/26/10
16726	Public Address and Music Equipment	10/26/10
16750	Assisted Listening Device Systems	10/26/10
16765	Rescue Assistance Systems	10/26/10
16881	Auditorium Audio and Video Systems Electrical Raceway	10/26/10
16882	Auditorium Audio and Video Systems Clean Technical Power & Grounding	10/26/10

DRAWING/SPEC NO.	DESCRIPTION	DATE
16950	Testing	10/26/10
DIVISION 17	COMMUNICATIONS	
17000	Audio & Video Systems for Auditorium, Natatorium, and Cafeteria	10/26/10
17053	Identification for Communications Systems	10/26/10
17100	Commissioning of Communications	10/26/10
17200	Communications General Requirements	10/26/10
17216	Cabinets, Racks and Enclosures	10/26/10
17231	Backbone Cabling	10/26/10
17232	Optical Fiber Backbone Cabling	10/26/10
17250	Communications Horizontal Cabling	10/26/10
17333	Data Communications Wireless Access Points	10/26/10
17723	School Intercom, Master Clock Module and Program Equipment	10/26/10
17780	Media Management TV System	10/26/10
	OTHER DOCUMENTS	
1.	Site Logistics Plan drawings including cover sheet, General GMR Requirements, GMR Checklist, SL-01 to SL-03, and LOG-00 to LOG-09, dated 11/12/10	
2.	Project Procedures Manual Version 2 dated 11/9/10	
3.	Community Hiring Map by the PBC dated 04/30/10	
4.	Additional Subsurface Exploration and Geotechnical Analysis, GSG Consultants, dated 06/08/09.	
5.	Appendix B from 2007 Geotechnical Report, specific to Vane Shear Test results for Borings B-6 and B-7 from GSG Consultants, Inc.	

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EXHIBIT B
0230.210 - GROUTING OF ABANDONED WATER TUNNEL

December 10, 2010

Subcontractor shall provide all labor, material, equipment and supervision as required to complete all items for grouting the State and Polk Street Water Tunnel and related work in accordance with the drawings, specifications and the Contract Documents.

It is understood that drawings and specifications are scope documents which indicate the general scope of the project, and as such, the drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of this work. All work required for grouting the State / Polk Street Abandoned Water Tunnel as defined by the general scope shown on the documents is included. Subcontractor, therefore, must comprehend the full scope of work and anticipate all work reasonably inferable in the Contract Documents. Time is of the essence.

DEFINITION OF THE WORK

1. Provide all labor, material, equipment, freight, supervision, taxes, and insurance, etc. required to furnish all components of a City approved Water Tunnel grouting plan, including but not limited to:

    a. Furnish grouting and bulkheading approval documents including grouting plans and sections, procedures and mix designs as required to the project Architect/Engineer, Chicago Department of Transportation and Chicago Department of Water for approval.
    b. Fully grout the abandoned City Water tunnel crossing the project site in accordance with CDOT and CDOW requirements and the approved tunnel fill procedure.
    b. Installation of two (2) tunnel bulkheads, one at each property line in accordance with the approved procedures.
    c. Clean up / removal of excess grout associated with your contract work on a daily basis.
    e. All permits and submittals for your work.

2. The water in the existing tunnel that is displaced during the grouting operation shall be disposed of by Subcontractor. All necessary dewatering equipment, settling basins, City of Chicago and Metro Water Reclamation District discharge permits and costs shall be the responsibility of the subcontractor.

3. Subcontractor shall install access-grouting shafts as required in accordance with the approved tunnel grouting plan. Grouting shafts will be fully filled grout when completed.

4. Subcontractor includes the following regulatory compliance as required for the execution of his Work:

    a) Include any special permits and fees required for the execution of Subcontractor's Work. Contractor will provide the Building Permit only.
    b) Include compliance with all governing agency's requirements including environmental requirements.
    c) Include compliance with all applicable codes for this work per the Contract Documents.

5. Field repair of damaged materials is to be completed in accordance with the manufacturer's recommendations only in instances when allowed by the Architect.

6. Within two weeks after completion, Subcontractor shall provide as-built survey drawings, as well as electronic (TIF) files, and a final report as required by the City of Chicago, applicable agencies indicating all dimensions, locations installed as well as any other pertinent data.

7. Include for OSHA requirement for confined spaces as applicable.

8. Comply with all City of Chicago work hour restrictions.

9. This Subcontractor includes all applicable taxes, shipping tariffs, interstate commerce-related expenses, customs costs, duties, material, equipment and labor escalation, and currency differentials through project completion. Retail sales taxes however, shall not be included in the Bid Amount. Purchases of building materials for incorporation into this project are exempt from certain federal, state and local sales taxes and such taxes shall be omitted from the Contract Sum, unless otherwise directed by the Owner. The exemption does not, however, apply to tools, machinery, equipment or other property leased by Subcontractor or to supplies and material which, even though they are consumed, are not incorporated into the completed project. Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment, or other property and upon such unincorporated supplies and materials.

10. **In accordance with the PBC Exhibit T, the overall project goals are 45% MBE / 8% WBE. For the grouting of the water tunnel fill package, the targeted goals for this specific scope of work are a minimum of 30% MBE and 8% WBE.**

COORDINATION WITH OTHER TRADES

11. The Soil Engineer as outlined in the Contract Documents will perform soils testing and inspection services.

12. Temporary power and water required for this Work is the responsibility of Subcontractor. Subcontractor to provide a temporary generator and night lighting if required for the completion of this work scope.

13. Fully coordinate tunnel grouting with all other trades proceeding concurrently at the site, so that these trades are not caused unnecessary delay or additional work as a result of Subcontractor's operations.

14. Attention is called to existing utilities. Exercise care to avoid damaging any existing utilities. Subcontractor will be responsible for repairing, at no additional cost to subcontract, any damage to existing utilities resulting from this Subcontractor's negligent operations. Contractor to locate and expose any utility close enough to be damaged by normal grouting installation operations. Relocation of utilities, if required, shall be by others.

15. Subcontractor is aware that other trades will be working on site and coordination with other trades is required. Coordinate the on-site placement of material and/or tools & equipment with Contractor's Superintendent so as not to impede any other Subcontractor's operations that are working concurrently on the site. The designated storage place shall be kept neat and clean and all damages thereto or to its surrounding shall be repaired by Subcontractor at no additional cost.

16. Subcontractor includes testing and reporting requirements as defined by the Contract Documents. Subcontractor shall be responsible for coordination with the testing agency through the Contractor to ensure that all required testing and inspections are performed.

17. Soil report test data is for information only. The Owner, Architect or Contractor will not assume responsibility for variations of soil and water conditions and locations other than places shown and at the time the borings are made.

18. Attendance at preconstruction meetings as necessary to confirm sequence, coordination, and schedule for this work scope is included.

19. Subcontractor has included continuous machine street cleaning operations per City of Chicago requirements for his work requiring access to the site for the duration of the grouting installation operations.

SCHEDULE (Durations)

20. Subcontractor will adhere to the below schedule of milestone durations as established by contract. The progress to meet those milestones will be of utmost importance. Missing a milestone date will precipitate issue of a recovery plan by the Subcontractor acceptable to the Contractor, so as to ensure corrections are made to meet the next milestone date.

    In the event a second sequential milestone date is not achieved, the Contractor may, at its sole discretion, issue a prescribed recovery plan to be immediately implemented by the Subcontractor, until such time as the works achieve their intended status.

Engineering & Fabrication:	
Submit all approval drawings and procedures required by the City	1 week from award
Submit concrete and grout mix designs	1 week from award
Submit logistics and shop drawings	1 week from award

Construction:	
Target Site Mobilization	15-Mar-11
Completion of all tunnel grouting work	2 weeks

21. The actual construction start date will depend upon the receipt of City approval and Owner's authorization to proceed. Subcontractor will be ready to proceed with its work before, on, or after the above noted date.

22. This Subcontractor will be responsible for the detailed scheduling and phasing of its work, including provisions for adequate manpower, as required by the overall project schedule, coordination with preceding or subsequent trades, weather and other field conditions, unless otherwise directed by the Construction Manager. The effects of improper coordination by this Subcontractor with the other trades shall not be a cause for delay or loss of productivity claims by this Subcontractor.

23. All work may be completed during normal working hours without 2nd shift, 3rd shift and/or weekend work. Time-of-day work restrictions are to be based on City of Chicago requirements. Subcontractor to provide a portable generator and night lights if required to complete his work scope in the required time frame.

LOGISTICS

24. Notify all utilities running to or through the property at least 72 hours (not including Saturdays, Sundays and legal holidays) prior to commencement of construction operations. Subcontractor shall take all necessary precautions for the protection of utilities. Subcontractor shall be responsible for any damage or destruction of utilities resulting from neglect, misconduct, or omission in this manner or method of execution of non-execution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility occurs as a result of Subcontractor's work, Subcontractor will immediately notify the utility company. Any costs incurred due to the above shall be paid by Subcontractor.

25. Provide all layout and engineering as required to properly coordinate and complete Subcontractor's Work. The Contractor will provide only the following layout work:

    a) A licensed surveyor shall be employed by the Contractor to establish the initial property lines and grades for the building and site area.
    b) After exact property lines and grades have been established, initial working points will be provided in the form of one building north-south center line, one building east-west center line by Contractor's surveyor. All other layout or engineering required for the proper completion of Subcontractor's work shall be the responsibility of Subcontractor.
    c) Subcontractor will report any discrepancies arising in locating his work immediately to the Contractor.

26. Subcontractor will cooperate with the Contractor by delivering and/or removing his materials and equipment from the site during off hours, if required, at no extra cost to this Contract.

27. Coordinate the on-site placement of any material and/or equipment with Contractor's Superintendent. The designated storage place shall be kept neat and clean, and all damages thereto or to its surrounding shall be repaired by Subcontractor at no additional cost.

28. Subcontractor has reviewed the project site and is fully cognizant of all the job site conditions and/or existing structures as related to the coordination and installation of this Work.

GENERAL INFORMATION

29. Subcontractor is responsible for temporary protection of its own materials at all times prior to installation of those materials. Subcontractor shall replace, with no increase to its subcontract, all material damaged by this Subcontractor. Subcontractor's temporary protection system shall sufficiently safeguard against all foreign material and incidental debris that can reasonably be expected for closely coordinated work on a high-rise construction project. Costs or damage incurred because of this Subcontractor's failure to adequately protect its own material shall be the sole responsibility of Subcontractor.

30. Employ appropriate and proper methods and procedures to minimize noise, dust, fumes, visibility, and any other nuisance arising from construction activities.

31. Attendance is required for Progress and Safety Meetings which will be conducted by the Contractor to review job progress, update construction scheduled, establish trade priorities, and in general, coordinate project activities.

32. Maintain streets and sidewalks free of all mud and debris caused by this Subcontractor's field operation, with laborers only, to the satisfaction of both the Contractor and the applicable municipal authorities on a daily basis.

33. Provide all movable barricades, signalmen and flagmen as necessary for the proper and safe execution of Subcontractor's work.

34. Any connections as well as hot tap connections of all of this Subcontractor's temporary facilities, equipment and supplemental lighting shall be the Subcontractor's responsibility at his own expense.

35. Provide Subcontractor's field work force with proper protection that shall conform to all applicable municipal, state, and federal laws and all applicable safety codes as related to the proper completion of his operation.

36. Do not close or obstruct streets, sidewalks or other public thoroughfares unless all municipal permits have been obtained and perform operations so as to minimize interference with the use thereof. Streets, sidewalks, or other public thoroughfares shall not be used for storage of materials unless approved by Contractor.

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Exhibit C — Insurance Requirements

In this Exhibit C, the phrase "Contractor" refers to the Contractor named on page 1 of the Subcontract.

Subcontractor shall provide insurance as follows:

1. Workers Compensation and Employers Liability

   a. Statutory Workers Compensation (including occupational disease) in accordance with the laws of the state in which the work is performed, including the Other States Endorsement.

   b. Employers Liability Insurance with $1,000,000 in limits for each of the following exposures: bodily injury by accident (each accident); bodily injury by disease (policy limit); bodily injury by disease (each employee)

   c. Waiver of Subrogation in favor of all parties referenced in 2f below.

2. Commercial General Liability ("CGL") with a combined single limit for Bodily Injury, Personal and Advertising Injury and Property Damage of at least $2,000,000 per occurrence and aggregate. The general aggregate limit shall apply on a per project basis.

In addition to the foregoing, the terms and conditions of the CGL coverage (both primary and umbrella/excess policies) shall be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent, and shall encompass at least the following:

   a. X, C and U hazards, where applicable;

   b. Independent Contractors;

   c. Blanket Written Contractual Liability covering all Indemnity Agreements, including Subcontract Article 12, "Indemnity".

   d. Products Liability and Completed Operations, with the provision that coverage shall extend for a period of at least thirty-six (36) months from Project completion or for any longer period if required elsewhere in the Contract Documents (such longer period shall take precedence);

   e. CGL coverage written on an occurrence form;

   f. Endorsement naming the following as Additional Insureds:

      i) "Bovis entity" **Bovis Lend Lease, Inc.**, its parents and affiliates, and,

      ii) Any other entity as required in the Owner / Contractor Agreement :The Public Building Commission, Board of Education of the City of Chicago, and City of Chicago.

Coverage for all Additional Insureds shall include coverage for liability arising out of the Subcontractor's ongoing and completed operations performed for such Additional Insureds, including coverage for the negligence of the Additional Insureds.

Acceptable Additional Insured Endorsements: Acceptable Additional Insured endorsements include ISO Form CG 2010 1185 or the use of both ISO forms 2033 1001 and 2037 1001 together. Notwithstanding the foregoing, the use of any form, including but not limited to ISO form 2010 0704 and/or 2037 0704, or later versions are subject to review and will not be acceptable if they limit coverage to the Additional Insureds for liability caused by their acts or omissions, or those of the named insured (or someone acting on behalf of the named insured). Endorsement wording that states that coverage will be excess of any other policies for which the parties to be named as additional insureds (per paragraph f above) have additional insured status is likewise unacceptable. A copy of the additional insured endorsement shall be provided to Contractor for approval prior to commencement of work.

   g. Waiver of Subrogation in favor of all Additional Insureds.

   h. Policy to be primary and noncontributory as respects the coverage afforded the Additional Insureds.

3. Commercial Automobile Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least $1,000,000 per occurrence. Parties referenced in 2f above shall be covered as Additional Insureds.

4. Commercial Umbrella Liability Insurance with limits of at least $5,000,000 per occurrence and in the aggregate, and providing coverage in excess of required limits specified above for Employers Liability, General liability, and Commercial Automobile liability Such coverage will apply on a primary and non contributory basis and will not seek contribution from Contractor or any other party for which Subcontractor is required to provide additional insured coverage under this agreement.

5. A Certificate of Insurance indicating coverages applicable to the Project and providing for thirty (30) days written notice prior to cancellation, non-renewal or material modification in any policy must be submitted and approved prior to commencement of work. All certificates should be submitted to:

Bovis Lend Lease, Inc.
One North Wacker Drive
Suite 850
Chicago, IL 60606

Attn: Doug Mills

A Certificate of Insurance, when submitted to the Contractor, constitutes a warranty by Subcontractor that:

A. The general aggregate limit applies on a per project basis.

B. Blanket Contractual Liability under the Commercial General Liability Policy has been endorsed to cover the Indemnitees specified in Article 12 of the Subcontract between the Contractor and the Subcontractor.

C. The Commercial General Liability Policy names as Additional Insureds The Public Building Commission, Board of Education of the City of Chicago, City of Chicago and Bovis Lend Lease, Inc. and Bovis Lend Lease, Inc's , their parent and affiliates (to the extent applicable) and any other entity as required in the Owner/Contractor Agreement in compliance with Paragraph 2f.

D. With respect to the Commercial Umbrella/Excess Liability Insurance, the following policies are scheduled as primary:

- Commercial General Liability
- Automobile Liability
- Employers Liability

E. The insurance policies for all Subcontractor's insurance shall include a waiver of subrogation as follows:

"It is agreed that in no event shall these insurance companies have any right of recovery against The Public Building Commission, Board of Education of the City of Chicago, City of Chicago and Bovis Lend Lease, Inc. and Bovis Lend Lease, Inc's parent and affiliates (to the extent applicable) and, or any other additional insured as required in the Owner/Contractor Agreement."

F. The insurance policies shown are endorsed to be primary and non contributory as respects any other insurance available to any Additional Insured.

The reverse side of the certificate must list each of the above items A through F, and the following statement must precede the listing: "This certificate warrants that:"

6. All insurance must be placed with insurers: (i) licensed in the State where the Project is located; and (ii) with a minimum A. M. Best Financial Strength rating of "A- (Excellent)" and Financial Size category of at least "VIII".

7. The Subcontractor shall secure, pay for, and maintain Property Insurance necessary for protection against loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, borrowed or rented by the Subcontractor. The requirement to secure and maintain such insurance is solely for the benefit of the Subcontractor. Failure of the Subcontractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Owner or Contractor or their agents and employees or any other additional insured as required in the Owner/Contractor Agreement for any losses, and The Public Building Commission, Board of Education of the City of Chicago, City of Chicago and Bovis Lend Lease, Inc. and Bovis Lend Lease, Inc's parent and affiliates (to the extent applicable) , and their respective agents and employees and any other additional insured as required in the Owner/Contractor Agreement shall have no such liability. The property insurance shall include a Waiver of Subrogation in favor of all parties required to be named as additional insureds under the Contract Documents.

8. Should the Subcontractor engage a sub contractor, Subcontractor shall be responsible to ensure that Sub-subcontractor maintains insurances in like form and amounts and shall provide evidence of same if requested.

9. The insurances maintained by Subcontractor shall not limit any of Subcontractor's indemnity obligations or other obligations under the Subcontract.

10. Limits of Insurance: Subcontractors insurance coverage shall apply for the full amount of any loss up to each respective policy limit of liability and shall not be limited to the minimum required limits of this subcontract. In specifying minimum requirements herein, neither Contractor nor Owner assert or recommend this insurance as adequate to Subcontractor's requirements.

Subcontractor is solely responsible to inform itself of types of insurance or additional limits it may need beyond these minimum requirements to protect itself from loss, damage, or liability. Failure of the Contractor to identify deficiencies in any insurance provided by Subcontractor shall not relieve Subcontractor from any insurance obligations.

11. Coverage provided on a claims made basis are not acceptable

12. Deductibles / Claim Denials: Subcontractor shall be responsible, at no additional cost to Contractor, for the payment of any deductibles or self-insured retentions in connection with the insurances required by this agreement, both for itself as well as any additional insureds. Any self-insured retention in excess of $25,000.00 must be declared at the time the Subcontractor submits its bid and must be specifically approved by Contractor. Any policy deductibles in excess of $100,000.00 must be similarly declared to and approved by Contractor as well.

13. Waiver of Claim / Waiver of Subrogation: Subcontractor waives its right to recover from Contractor and all parties that Subcontractor is required to name as additional insureds on its policies for all claims required to be covered by the insurance policies required under this agreement. All insurance required under this agreement shall include a waiver of subrogation by the insurer in favor of all parties that Subcontractor is required to name as additional insureds.

14. No Waiver of Insurance Requirements: It is expressly agreed between Contractor and Subcontractor that any failure on the part of Contractor to require or verify complete and timely performance of its obligations under the insurance requirements by Subcontractor shall not constitute a waiver of any right of Contractor to require compliance by Subcontractor with the insurance requirements, and / or to seek damages resulting from Subcontractor's failure to comply.

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EXHIBIT D – UNIT PRICES
WATER TUNNEL FILL

DECEMBER 16, 2010

The following items shall be performed, furnished and installed by Subcontractor in accordance with the Contract Documents, complete in every respect, as additional work, or deleted from the work, in accordance with the Unit Prices listed below, upon the written direction of the Construction Manager. Unit Prices include all supervision, labor, materials, equipment, delivery charges, applicable taxes, hoisting, insurance, overhead, and profit, all preparatory and other activities of Subcontractor necessary to coordinate and make such items compatible with the other work of Subcontractor and the work of other Subcontractors, and all other services and charges attributable to such work, and shall be based upon all work complete in place in accordance with the Contract Documents. Unit Prices shall be added to or, in the case of deletions, deducted from Subcontractor's compensation under this contract, and shall apply to all such additions to or deletions from the work for which Construction Manager has so directed Subcontractor.

No such additions to or deletions from the work shall be authorized except under prior written direction of the Construction Manager. In the event any items of work so authorized as additional to the work are later determined to have been included within the work to be performed under this contract for the original contract price, such work shall be performed by Subcontractor, but there shall be no addition to the Contract price therefore and the Unit Prices listed below shall not apply thereto. Time is of the essence.

Item No.	Description of Work	Unit(s)	Unit Price
1.	Loading, transportation and disposal of stockpiled contaminated soil	Tons	$35.00
2.	Excavation, loading, transportation and disposal of contaminated soil	Tons	$45.00
3.	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	$35.00
4.	Excavation, loading, transportation and disposal of in-place un-suitable soil.	Tons	$45.00
5.	Load, place and compact on-site fill material from stockpile	Cubic Yards	$7.00
6.	Excavate, load, place and compact on-site fill material	Cubic Yards	$11.00
7.	Demolition, removal, transportation and disposal of underground concrete footings and remnants **to a licensed recycling facility.**	**Tons**	$30.00
8.	UST Removal (Tank < 2000 gal capacity).	Each	$3,000.00
9.	UST Removal (Tank 3,000-5,500 gal capacity).	Each	$5,000.00
10.	UST Removal (Tank 6,000-10,000 gal capacity).	Each	$8,000.00
11.	UST Removal (Tank > 10,000-15,000 gal capacity).	Each	$9,000.00
12.	UST Removal (Tank > 15,000 gal capacity).	Each	$12,000.00
13.	UST tank sludge removal and disposal (55-gallon drum)	Drums	$300.00

14.	Bulk UST pump out (Liquids), including transportation	Gallons	$0.60
15.	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	$1,500.00
16.	Water analysis for full MWRDGC contaminants List	Each	$750.00
17.	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	$1,200.00
18.	Contaminated water-hauling and disposal of drums	Drums	$200.00
19.	Pumping, transportation and disposal of contaminated water as special waste - bulk disposal	Gallons	$0.60
20.	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	$0.10
21.	Furnish, place and compact base material CA-1 Stone.	Ton	$20.00
22.	Load on-site base materials, place and compact CA-1 Stone.	Cubic Yards	$8.00
23.	Furnish, place and compact aggregate material CA-6.	Ton	$22.00
24.	Excavate, place and compact on-site aggregate material CA-6.	Cubic Yards	$12.00
25.	Furnish, place and compact drainage material CA-7.	Tons	$16.00
26.	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	$12.00
27.	Furnish and place geotextile filter fabric	Square Yard	$7.00
28.	Site Survey - Survey crew for verification of additional excavation and backfill quantities	Each	$500.00
29.	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	$165.00
30.	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Course and 1-1/2 inch Asphalt Surface Course. Less than 100 Square Yards.	Square Yard	$220.00
31.	Furnish, transport and place topsoil.	Ton	$15.00

32.	Excavation, loading, transportation, treatment, and disposal of Hazardous Waste Soil/Material.	Ton	$130.00
33.	Pumping, transportation, and disposal of Hazardous water and free product-bulk disposal.	Gallons	$1.50
34.	**Mobilization/Demobilization of equipment required for pile extraction work including all operating expenses.**	**Each**	**$15,000.00**
35.	Wood pile removal and disposal: Quantity 1 to 10	Each	**$1,400.00**
36.	Wood pile removal and disposal: Quantity 11 to 20	Each	**$1,250.00**
37.	Wood pile removal and disposal: Quantity 21 and greater	Each	**$1,100.00**
38.	Snow removal by Laborer	Hour	**$85.00**
39.	Snow removal by machine with operator (assumes bobcat w/60" bucket)	Hour	**$135.00**
40.	Caisson Obstruction **Idle Time**	Hour	**$1,700.00**
41.	Sheeting Obstruction **Idle Time**	Hour	**$1,250.00**

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EXHIBIT E – ALTERNATES
WATER TUNNEL FILL

DECEMBER 10, 2010

The following items shall be performed, furnished and installed by Subcontractor in accordance with the Contract Documents, complete in every respect, as additions to the work, or deletions from the work, upon written direction of Contractor, regardless of whether such changes constitute a change in the scope of the Work to be performed by Subcontractor under this Contract. The amounts listed below opposite such items shall be Subcontractor's entire compensation for such items of work, or, in the case of deletions, shall be deducted from Subcontractor's compensation for the work to be performed under the Contract. Such amounts include the price of supervision, labor, materials, delivery charges, applicable taxes, hoisting, insurance, overhead and profit, all preparatory and other activities of Subcontractor necessary to coordinate and make such items compatible with the other work of Subcontractor and of other Subcontractors and all other services and charges attributable to such work, and shall be based on all work complete in place in accordance with the Contract Documents.

No such additions to or deletions from the work shall be authorized except upon prior written direction of the Contractor. Time is of the essence.

1.	Add for costs associated with providing a Performance & Labor and Material Bond.	Add:	$ 3,200.00
2.	Additional cost associated with providing traditional insurance in accordance With the insurance coverage detailed in the contract Exhibit C.	Add:	$ (9,230.00)

Bovis Lend Lease

EXHIBIT S – GENERAL SAFETY REQUIREMENTS

Provide all labor, material, equipment, and supervision as required to provide all safety requirements noted herein. These requirements specifically define the primary safety aspects of the project only and are in addition to any and / or all safety requirements defined elsewhere in the Contract Documents. It is understood that these Safety Requirements indicate the general scope and, as such, do not necessarily indicate nor describe all work required for the full performance and completion of the Work. All work necessary to fully and properly complete the safety requirements defined by the general scope herein is included. Subcontractor, therefore, must comprehend the full scope of these requirements and anticipate all work reasonably inferable herein. Subcontractor shall meet these requirements as the minimum level of performance, and Subcontractor shall expend all resources necessary to reasonably eliminate conditions, which arise from Subcontractor's execution of the Work, that expose individuals to risk of injury.

GENERAL SAFETY REQUIREMENTS FOR ALL SUBCONTRACTORS

1. All Bovis Lend Lease safety requirements are mandatory and will be followed by all site personnel regardless of tier or contractual relationship.
2. In addition to complying with the Bovis Lend Lease Safety Plan requirements, Subcontractors shall be responsible for the safety and protection of their own work and labor force as required by OSHA, municipal, state and federal laws, all applicable safety codes and project safety requirements as related to the proper completion of its operation.
3. No smoking is allowed on the project site (per State of Illinois and City of Chicago Code). BLL maintains a **Zero Tolerance Policy** – failure to meet this regulation will lead to immediate dismissal. All BLL sites are designated as non-smoking. The areas where workers will be permitted to smoke outside the Project or building will be clarified at the pre-construction meeting. Any worker found in breach of the policy will be removed from the Project immediately and will not be permitted to return.
4. Each Subcontractor shall establish a Site Specific Safety Program (SSSP) in detail commensurate with the requirements of the project. The SSSP shall be updated if/when there is a change in scope of work, if the hazards warrant, or at the direction of Bovis Lend Lease. Within fourteen (14) days after execution of the Subcontract and prior to starting work, Subcontractors shall submit to Bovis Lend Lease for its review a copy of their SSSP which includes:
   a. Safe Work Methods Statements (SWMS) that outline the safe methods in which the work will be performed.
   b. Fall Protection Program (Six (6) foot fall protection requirement: All work at heights 6' or greater requires 100% tie-off). A passive fall protection system must be utilized as the primary means of fall protection at all times. All scaffolds (including rolling scaffolds) shall have guardrails on both sides regardless of how high the platform is. No person is permitted to remain on a scaffold tower platform when it is moved.
   c. Hazard Communication Program. Copies of Material Safety Data Sheets (MSDS) for all chemicals used on the project must be submitted to Bovis Lend Lease for review and approval prior to items being brought on site.
   d. Lockout/Tagout Program.
   e. Subcontractor shall establish and execute a monthly testing and labeling program for all Subcontractor's extension cords, electrical powered tools, and electrical equipment. All cords, tools, and equipment shall be tested in accordance with NFPA 70E guidelines and all other applicable codes and standards and marked in accordance with the General Contractor's Overall Site Specific Safety Plan. Subcontractors are responsible for providing, maintaining, and replacing temporary power cords (for use with hand operated tools) in good condition.
   f. Contractor Accident Investigation/Case Management Program.
   g. Contractor Key Personnel Names, Qualifications and Contact Information (w/24 hr emergency phone number).
   h. Certifications:

i. Competent Person(s)
ii. Safety Representative
iii. First-Aid/CPR representatives
iv. Crane certifications and inspection reports
v. Crane Operator NCCO certification
vi. Forklift and aerial lift operator certification(s) for the type of equipment used on-site.
vii. Powder actuated tools operator certification(s)
viii. Fall protection training certification, scaffold training.
ix. Field welder certification(s).
x. Swing stage / scaffolding certifications
xi. Any other specialty persons requiring a certification to complete their duties in a timely manner

i. Permits:
i. State and or Municipal Safety and Construction permits
ii. Scaffolding permits
iii. Hot work permits
iv. Energized system permits
v. Excavation permits
vi. Any approved OSHA Variances

5. Subcontractors are to include a Certified/Trained safety person on-site during performance of all work.
6. Subcontractors are required to maintain records for all "Competent Persons" with contact info and certification documentation.
7. Provide Bovis with certifications of all field welders, operators, swing stage persons, competent persons, or any other specialty persons requiring a certification to complete their duties in a timely manner.
8. Operator Competence - All onsite operators are competent union operators. Union cards and operator's licenses will be held on file in BLL office.
9. All new employees shall attend a "Site Specific Safety Orientation." The orientation will last a minimum of one hour. The orientation will be held daily (or as required) at the site. Upon completion of safety orientation, all new employees shall obtain a numbered hardhat sticker and ID Card. This sticker and ID Card must be displayed at all times. New employee safety orientation is not transferable to or from another BLL site. All workers performing work on the project shall submit to pre-job start, reasonable suspicion and post-incident drug and alcohol testing. Union Carpenters will be required to provide a copy of drug test results that was conducted within thirty days prior of the employees start date on this Project. These separate tests will be conducted by the Union Carpenters employer. If a copy is not provided on the day the Union Carpenter starts, he/she will not be allowed to work on the project until the drug test results can be furnished to the Contractor.
10. All locations shall effectively control access to the site/premises to prevent unauthorized persons entering and to record all persons (workers and visitors) entering and leaving the location for accounting purposes in emergency situations.

Subcontractors will follow the BLL Site Access control policy at all times. All personnel shall be required to take a Safety Orientation at which time the will receive their Electronic Site Access Swipe Card for entering the site. If the employee looses the card they will not be allowed on site until a representative from the subcontractor comes to the security guards office and pays $10.00 for a replacement card.

11. Subcontractors shall require their supervisory personnel and those of any of its subcontractors including but not limited to site-specific project managers, superintendents and foremen to attend a "Supervisory Skills Workshop" conducted by Bovis Lend Lease within thirty (30) days of mobilizing to the Project site. The "Supervisory Skills Workshop" focuses on methods for recognizing safe and unsafe behavior and assigning safe work. The SSW includes 2 – eight (8) hour training sessions held two weeks apart for a total of sixteen (16) hours of training.
12. In addition to the "Supervisory Skills Workshop" all workers on-site will be required to attend the "Site Specific Safety Orientation" training session. It is also agreed and understood that no new workers are to enter the project site without first reporting in to the Bovis Lend Lease field office and receiving their site orientation training.
13. All workers and visitors shall badge-in/badge-out at the Bovis Lend Lease field office whenever they enter/leave the project site.
14. All Visitors must be logged (name, company, person/company being visited, and purpose of visit), briefed on site rules including emergency procedures provided a visitors card and badge, and be escorted at all times while on site.
15. All staff/visitors must sign waivers that include emergency instructions.
16. Workers are required to use designated separate site entrances for vehicles and people.
17. All vehicle operators are to be licensed to operate the vehicles that are assigned.
18. Seatbelts are to be worn and mobile phones turned off During Vehicle operation. Vehicle Operators are to comply with all BLL, Federal, State and Local Requirements, Rules, Regulations, and laws regarding vehicle operation. Anyone caught using a mobile phone while operating a vehicle/equipment will be removed from the site immediately and will be banned from working on all Contractor project sites.
19. Reversing operations should be eliminated by the use of one-way systems employing properly trained traffic signalers to direct drivers.
20. There will be NO on-site parking available.
21. Adequate access for emergency service vehicles must be maintained at all times.
22. All Access ways/Pathways (Walkways, Egress routes, Stairs, Hoist Landings, Loading docks, etc.) shall be kept safe and clear of obstructions.
23. Delivery procedures and storage arrangements should be detailed, including crane loading areas.
24. Definitive separation between public and work force to be maintained at all times.
25. On a daily basis Subcontractors shall conduct a safety review meeting (minimum duration: 15 minutes) with Subcontractor's employees prior to commencing any work activity which shall include the following topics:
    a. Stretch & flex
    b. Daily logistics
    c. Main project risks of the day
    d. JSA preparation/review
    e. Manpower reporting

f. Permit to Work requirements

g. Golden Rule of the Week

h. Rewards & recognition

i. Toolbox talk (minimum weekly)

Location within the project site of the Subcontractor's daily safety review meeting shall be determined by the Bovis Project Superintendant and subject to auditing by Bovis and/or Owner.

26. Prior to the start of work for that day a Pre-Task plan must be conducted by each Subcontractor prior to the start of each shift. Participation is also required by the Subcontractor project and field foremen in Pre-Task planning efforts for all work and activities that are affected by this Subcontractor's portion of the work, even if it is not work being directly installed by this Subcontractor.
27. All Subcontractor employees shall be required to attend all Contractor safety stand downs.
28. All Subcontractor employees shall be required to partificipate in quarterly evacuation procedures.
29. On a daily basis Subcontractors shall prepare and/or review Job Safety Analysis (JSA) form(s) with Subcontractor's employees prior to commencing any work activity in order to review the SWMS and any additional unforeseen risks and changes to work environment. Copies of each current JSA shall be displayed or immediately available at work site. Previous or expired JSA forms shall be submitted to the BLL Project Superintendant for record retention.
30. Subcontractors are responsible for communicating and displaying information detailing the locations and nature of high risk activities ongoing for that day including any area where entry is forbidden or precautions apply.
31. Subcontractors are required to identify risks associated with manual lifting tasks, and perform planning and JSAs to address proper lifting methods, or the elimination of the manual task.
32. On a weekly basis Subcontractors are to conduct Safety Toolbox Meetings, specific to current tasks being performed on site, with their employees, documented with sign-in sheets and minutes of these meetings. One tool box talk per month shall review the project evacuation procedures and any changes to logistics. Evacuation tool box talks will be provided by Contractor HS&E Manager.
33. Subcontractors will appoint a Principal Stakeholder of the most senior level feasible to attend monthly Safety Lead Team (SLT) work sessions (approximately 2 ½ hours – separate from other regular safety meetings) at the project site for the duration of the time spent on the project by their employees. SLT efforts will include but not be limited to: Site Tours designed to engage feedback from site employees, on the spot field recognition of employees, active participation and contribution on a monthly basis.
34. Subcontractors shall provide a designated person to act as Fire Marshall/Warden on behalf of their onsite work force. Designated person may also be a member of the SLT.
35. Attendance is required for Progress and Safety meetings which will be conducted by Bovis with a responsible representative of all major active Subcontractors on a regular basis to review job progress, safety, update construction schedules, establish trade priorities, and in general, coordinate project activities. On a daily basis Subcontractors are to complete a manpower and activity report; this report is to be submitted to Bovis Superintendent. On a weekly basis Subcontractors are to submit to the Bovis Superintendent any and all Site Safety Meeting Reports.
36. Subcontractors will be required to participate in project fire evacuation drills every 6 months, or as directed by the Bovis Project Superintendent.
37. Subcontractors are required to provide and maintain appropriate first aid supplies, medical equipment, and personnel trained and certified to administer First Aid and CPR to their employees.

38. All workers are to wear and be trained in the proper use of appropriate PPE. Approved hard hats, safety glasses, leather work shoes, gloves, long pants, high visibility attire, and 4-inch shirt sleeves are required as a minimum AT ALL TIMES WHILE ON SITE. Steel Toe Boots are required where potential for crushing injury is present.
39. In areas where activities involving harmful levels of dust and particulates, chemicals and fumes, and/or noise are being performed, efforts will be made to reduce and/or isolate exposures. These include work permits, and pre-task planning, warning signs, and physical barriers set up to provide isolation. Appropriate PPE - breathing apparatus and eye protection shall be provided. Additionally, substitution and elimination of the hazardous materials should be considered where possible.
40. A face shield or goggles in addition to standard Safety Glasses will be required for all overhead drilling, the use of chop saws, hand held grinders, and / or similar activities due to the increased potential for eye and face injuries.
41. Subcontractor shall demonstrate that they have made all efforts to eliminate or reduce the need for work at height.
42. Ladders must be secured top and bottom to prevent movement and extend at least 36 inches (1 m) above landing or work platform. Step ladders should be fully open when in use with the user standing in a safe position, i.e. two or more rungs below the top.
43. Robust Physical Barriers must be erected and maintained to provide Controlled Access Zones (CAZ) in support of their ongoing work. Locations include around shaft openings, and edge conditions, direct pick zones, and in all areas where work is going on directly overhead. Danger/Caution tape is not acceptable.
44. If for any reason during the performance of the work, perimeter cables, vertical netting, barricades, floor or roof opening covers, hole covers, or fall protection related items are removed to perform work, Bovis Lend Lease must be notified in writing in advance of the work to be performed. IN ADDITION, it will be the responsibility of the Subcontractor removing the protection to replace it promptly and devise a secondary fall protection system to protect their workers while the primary system is not in place. This also includes warning other trades to stay out of the area while primary fall protection systems are down (provide a complete Controlled Access Zone using robust physical barriers – Danger/Caution tape is not acceptable).
45. Overhead protection must be provided and maintained in all areas where work is going on directly overhead.
46. Rubbish chutes and skips/dumpsters used for rubbish disposal (from upper floors) must be located and/or fenced off so as to prevent danger to the public and workers.
47. This Subcontractor is responsible for providing all properly protected scaffolding, lifts, work platforms, etc. necessary for completion of its work; including all required permits, certifications, and Tagging Systems.
48. All scaffolds and working platforms shall be planned, and certified/inspected by competent personnel. They shall be erected, altered and dismantled by competent workers. Scaffolds shall be fit for purpose with Safe Access Points provided. Inspections shall be conducted at first erection, after any alteration, and on a weekly basis. They must be clearly marked safe or unsafe for use, free from visual defects, plumb and with adequate cross bracing, sound footing and properly locked wheels. Guard Rails, Mid-Rails, Netting, and Toe Boards must be installed on all open sides of platforms. 100% Tie off for erecting and dismantling is required.
49. All scaffolds shall be constructed with guardrails and full planking erected to the scaffold manufacturer's specifications and in compliance with the OSHA standards for scaffolds in 29 CFR 1926 subpart L, and all applicable local, state, and federal codes.
50. All persons working on suspended access equipment (bosun's chairs/cradles/gondolas/swing stages) must wear and use appropriate fall prevention equipment to effectively protect them at all times from any failure of any part of the equipment and its suspension system (i.e. independent of suspension line or the access equipment).

51. All mechanical access systems used for work at heights should be adequately assessed for use, have not been adapted without manufacturers' approval, and be used by suitably competent and trained personnel under managed guidelines. Guarding should be robust and fit for purpose.
52. In construction areas without Robust Physical Barriers - safety harnesses for workers and lanyards for tying off tools and equipment are to be used at all times. Subcontractor shall look at all means possible to avoid using lanyards as a primary means of fall protection. Personal Fall Protection systems (PPE) can only be used as a last resort as they rely on the individuals at risk to use them correctly, and they only protect those individuals using them. Systems need to be designed by competent persons to ensure their effectiveness (including rescue procedures) and use needs to be limited to specific trained personnel (e.g. scaffolders). Preferences should be given to fall prevention systems (restraint) rather than fall arrest systems, which limit the distance people can fall (mitigation).
53. Lanyards shall be used to tie off tools and equipment when work is being conducted outside of the building perimeter.
54. Subcontractors are required to coordinate with BLL regarding identifying muster points have and communicating evacuation procedures and maps to their personnel during on-site orientations.
55. Provide temporary fire extinguishers when welding or using a torch. Any cutting, burning, or welding will require a hot work permit from Bovis.
56. Flammable liquids and compressed gases must be stored in OSHA approved safety containers and be properly labeled as to the contents. Storage locations and quantities shall be identified on the Subcontractor's Site Specific Safety Plan and shall be reviewed with Bovis Lend Lease Health and Safety Manager prior to items being brought onto the job site. Fire extinguishers are the responsibility of the Subcontractor and shall be provided, installed and maintained in areas where flammables are used or stored.
57. MSDS must be available on site and be used to assess risks pertaining to the use and storage of hazardous materials.
58. Hazardous and other dangerous materials must be kept in suitable containers and storage areas. They must be properly identified and have safety information available. MSDS sheets shall be provided before any work can start
59. Subcontractors must protect equipment, materials, and work in place from adverse weather effects, including wind, rain, snow, ice, heat, etc.
60. Subcontractors are responsible for providing, maintaining, and replacing proper temporary power cords (for use with hand operated tools) in good condition.
61. It is the responsibility of the Subcontractor to notify Bovis Lend Lease immediately when any of the following occur:
    a. First Aid Cases
    b. Injuries / Occupational Illnesses
    c. Alleged injuries / Illnesses
    d. Near Miss Incidents
    e. Equipment Damage
    f. Spills
    g. Damage to work in place.

    Additionally, the Subcontractor must review and provide timely reporting for each and every occurrence.
62. Any worker requiring medical attention at a clinic or hospital must be accompanied by a designated representative of Subcontractor for whom they work.

63. All workers are subject to the Bovis Lend Lease Project Disciplinary Program. Additionally, each Subcontractor shall establish and enforce an "Effective Employee Disciplinary Program" which shall include mandatory removal from the project site upon receipt by any employee of three (3) safety violations.
64. This Subcontractor will participate in any incident investigations to determine cause and that corrective action has been taken so as to ensure that the cause is not recurrent.
65. Each trade will provide their own shanties made of fire treated material, and must be approved by the Bovis Lend Lease Superintendent.
66. All Subcontractor Field Offices must have Emergency Plans in place, marked fire exits, and conduct regular evacuation drills.
67. H&S signs and legally required documents must be posted within Subcontractor's field office/shanty.
68. Subcontractor's flaggers shall control construction traffic as it engages public - to assist vehicles entering and exiting the site.
69. Shut downs and tie-ins to energized systems shall require notification and approval from the BLL Project Superintendant a minimum of 72 hours in advance of work being commenced.
70. Any crane load meeting or exceeding 75% of the chart capacity of the crane shall require a critical pick plan including chart calculations; any required engineering designs, rigging diagrams, and logistics diagrams. The critical pick plans will be required a minimum of two weeks in advance of the work and is in addition to the one-week advance notice indicated above. In no case should any picks exceed the manufacturer's recommendations.
71. Subcontractor may be required to stop work and/or vacate areas of the project affected by tower crane erection, jumping, and dismantlement.
72. Waste must be managed by minimization, segregation and recycling. And placed in designated waste areas and receptacles.
73. Use of Headsets or ear buds associated with personal radios, media players, and cellular phones or other devices are prohibited while performing work. The use of any type of loud speaker radios on the jobsite is strictly prohibited.
74. Subcontractor shall not be entitled to any additional costs to comply with any government agency or Bovis Lend Lease safety requirements.
75. See attached Project Specific Requirements Spreadsheet for Subcontractor specific information (total of 4 pages).

Exhibit S for Steel Buildings - Specific Safety Requirements (November 9, 2010)

Cat/Sub #	Area	Detail	Description	Supplier/Methods	Responsible Subcontractor
C		Crane erection, climbing, and dismantling operations	All crane erection, climbing and dismantling operations Require a Safe Work Method Statement (SWMS) and must be controlled by using the BLL permit system to ensure that the competent crews are given sufficient time and resources to complete their task safely. All Tower cranes and cranes that will be the primary crane on site (Crawler crane) for more than 30 working days will require new cable and load test before the crane can be put into use. All tower cranes will require a third party inspection before the crane can be put into use.Follow up inspections shall occur every 6 months. A copy of the 3rd party inspection must be given to the on site Bovis Land Lease rep before the inspector leaves the site. If there are any deficiencies, the crane will be taken out of service until the crane is repaired and proper paper work from the supplier has been completed and turned over to BLL.		Steel Erection Subcontractor, Caisson Contractor

Competent Persons (Crane Requirements)

A		[illegible]	[illegible]		
B		Crane Operator and signaller communications	Subcontractors competent person in charge shall provide two way communication between crane operators and rigging crew by means of hand signals, two way radios with a dedicated channal for crane, hard wired communication system. When a load is being lifted the rigging crew shall sound a air horn to warn that a load is moving or suspended. Exclusion zones must be established before lifting operations begin. Anyone involved in the lifting operation will wear Hi-Vis Vest so they are identified by the crane operator.		Steel Erection Subcontractor
C		[illegible]	[illegible]		
D		Daily lifting coordination meetings	Subcontractor will establish a daily lift coordination meeting that should include (but not be limited to) work locations for material being lifted, Locations of exclusion zones, Review of Safe Work Method Statement,		Steel Erection Subcontractor

Electrical Safety

Temporary Supply

A	1	Temporary Supply Requirements	Class electrical [illegible]		
	2				
	3				
	4				
	5				

Work on Live Systems

A	1	Live Electrical System work prohibited	Work on live systems is prohibited. Subcontractor will use the Lock Out - Tag Out (LOTO) and Permit to Work System to ensure energized systems are locked off and de- energized before work can begin. Shut down work will be performed off hours.	1. LO/TO	Electrical Subcontractor
	2			2. BLL electrical work permit	Electrical Subcontractor
	3			3. Proper PPE	Electrical Subcontractor
	4			4. Other	

Emergency Lighting

A		[illegible]	[illegible]		

Lighting

A	1	Adequate temporary lighting	Subcontractor will ensure that temporary lighting systems be installed to ensure work can be performed in a safe and competent manner and shall take into account logistic and schedule updates, off hours work. Subcontractor is responsible for maintaining lighting systems on a regular basis. Sufficient clearance must be provided between lamps and combustable materials, temp lighting shall be no less than 7' 0" from the ground/floor. Where ever possible compact fluorescent or fluorescent tubes should be used to assist in energy saving, CO2 output reduction and quality goals. Provide a time clock system that will shut down lighting with the exception of the stairs and floor exits.	1. Backup Illumination*	Electrical Subcontractor
	2			2. Normal Illumination*	Electrical Subcontractor
	3			3. High Level Illumination*	Electrical Subcontractor
	4			4. Night Illumination*	Electrical Subcontractor

Fire & Emergency

Emergency Evacuation Alarm Systems

A	1	Evacuation Alarm Systems	Emergency [illegible]		
	2		EAS is installed [illegible]		
	3		regular basis and keep records of any additions or deletions to the system. EAS system panel will be installed in	2. Smoke detector system	Electrical Subcontractor
	4				

William Jones College Preparatory High School

Exhibit S for Steel Buildings - Specific Safety Requirements (November 9, 2010)

Sub #	Area	Detail	Description	Supplier/Methods	Responsible Subcontractor
5		[illegible]	[illegible]	[illegible]	[illegible]
A		Checking/Testing Fire Systems	Subcontractor will be responsible for inspecting and servicing equipement on a regular basis, including testing of pump sets of wet risers and fire lifting controls and the results recorded. A weekly visual check will be carried out on all fire fighting equipment to ensure they have not been damaged, discharged, or removed. A joint walk through will take place with a BLL representitave to ensure that inspections are being performed and accurately recorded. All inspection reports will be kept on file in the BLL field office.		Fire Protection Subcontractor
	Means of Escape				
A		[illegible]	[illegible]	[illegible]	[illegible]
	Fire Fighting Equipment				
A		Risers	Should progress with demolition/construction - no more than 2 floors below workin floor.. Inlets and outlet valves must be accessible, unobstructed and clearly signed. Subcontractor will will provide signage to assure visibility at all times. It will be the responsibility of this subcontractor to furnish and install temporary caps and or plastic zip ties to ensure that all valves and branch piping flows and tapers are in the closed position during construction operations. Subcontractor will establish a air test schedule with a BLL representative to ensure there are no breeches in the riser (once a month or every 5 floors) results must be recorded and on file in BLL site office. Visual inspections shall be performed weekly and all results recorded and on file in the BLL field office. All risers shall have signage stating the status of the riser (active/ inactive). FDC shall have proper signage that discribes the building address along with proper signage for locations of all pumps and [illegible]		Fire Protection Sub Contractor

William Jones College Preparatory High School

Exhibit S for Steel Buildings - Specific Safety Requirements (November 9, 2010)

Section #	Area	Detail	Condition		Responsible Subcontractor
Fall Protection					
Falls Mandate					
A		**Work at height**	Subcontractor will ensure that all work from heights will be the safest reasonably practical work methods which will eliminate the need to conduct work at heights or effectivley prevent the fall of people or materials.		ALL TRADES
B		**Robust Physical Fall Prevention Barriers**	Subcontractor will provide all robust physical barriers to prevent falls from heights		
	1			Structural Decking	Steel Decking Subcontractor
	2			Cladding /Wall installation	Curtain Wall Subcontractor
	3			M&E Installation	MEP Subcontractors (risers)
	4			Other	
	5				
	6				
C		**Construction in areas without Robust Physical Barriers**	Subcontractor will identify and review high risk construction activities where robust physical barriers cannot be utilized, relying on safety harnesses and 100% tie-off as a sole means of fall prevention. Controlled Access Zones (CAZ) must be in place with a full time monitor who's soul responsibility is to watch the CAZ.		
	1			Structural Decking	Steel Decking Subcontractor
	2			Cladding /Wall installation	Curtain Wall Subcontractor
	3			M&E Installation	MEP Subcontractors (risers)
	4			Other	
D		**Safety Nets**	Where safety nets are required, they shall be installed as close as practicable under the working surface, but never more than 30 feet below such level. Safety nets must be tested prior to use over any working surface. Safety nets must be inspected at least once a week for wear, damage, and other deterioration. Defective nets must be removed from service. Safety nets must be installed with sufficient clearance to prevent contact with the surface or structures below.		
	1			Structural Decking	Steel Decking Subcontractor
	2			Cladding /Wall installation	Curtain Wall Subcontractor
	3			M&E Installation	MEP Subcontractors (risers)
	4			Other	
General Perimeter Protection					
A		**Open edge protection of structures under construction or demolition**	All open edges to structures under construction or demolition (including the construction/demolition floor) from which persons or materials can fall, must be effectively protected by screens, scaffolds, guard rails, or cable and netting systems. All systems shall be designed by a certified engineer and should be of sufficient strength and height to to handle the highest recorded wind loads in the area plus the safety factor. Curtain wall trade contrator, Mechanical trade contractor will be responsible for providing thier own speed post system or robust physical barriers to establish a Controlled Access Zone (CAZ) to perform their work (NO CAUTION or DANGER TAPE WILL BE ALLOWED). Toe Boards shall be installed the day after a floor has been poured. Toe boards shall be completed first, with the netting following behind.		
	1			Horizontal Catch Netting Systems	Steel Erection Subcontractor
	2			Active Deck/ Core Form system	Concrete Subcontractor
	3			Overhead Protection	Concrete Subcontractor
	4			Netting Systems- 60 inch with no more than 1/4 x 1/4 weave. Toe boards (Manditory)	Concrete Subcontractor
	5			Fixed Scaffold Perimeter	Concrete Subcontractor
	6			Speed Posts/ Fencing System/ Robust Physical Barricade	Curtain wall sucontractor
	7			Full Height Netting Systems, Toe Boards (Manditory)	Concrete Subcontractor
B		**Fencing, Barricades and Signage**	Subcontractor will provide all fencing, barricades and signage to prevent falls from heights		
	1			Structural Decking	Steel Decking Subcontractor
	2			Cladding /Wall installation	Curtain Wall Subcontractor
	3			M&E Installation	MEP Subcontractors (risers)
	4			Other	
Interior Shaft protection					
A		**Penetrations, Risers, and Shafts**	Subcontractor shall ensure that all elevator shafts are protected in such a way to protect the workers that will be carrying out the elevator installation in the shafts. All elevator shafts openings will protected with a secured full height system across the front of the shaft. This subcontract will provide multipal (2) levels/ double layers of 3/4 plywood and planks for shaft protection inside all elevator shafts. All Front of shaft that requre cables, toe boards are manditory, cables will be installed at 21", 42", 60", 96". Toe boards will be installed at the same time as the cables in order to meet OSHA regulations. Attaching the debri netting directly to the concrete is prohibited. MEP openings that are 2' x 2' or greater will requirs 2 means of protection and poured into concrete so as to avoid a tripping hazard. MEP shaft protection will remain in place until MEP Systems are installed. The use of joist and plywood laying across Stair, MEP, or any other opening will not be allowed. In the case where this may occur this subcontractor will provide a complete corral around the entire opening 60" in height with netting.		
	1		Concrete subcontractor will make every effort to install speed post or USA Hoist Gate type system across the front of all elevator shafts.	2 Floors of Elevator Shaft Protection	Concrete Subcontractor
	2			Uni- Net debri netting for perimeter and shaft protection, toe boards	Concrete Subcontractor
	3			Aircraft cable across elevator and shaft openings (21" 42" 60" 96")	Steel Erection Subcontractor
	4			USA Hoist Gates/ Speed Post System (at elevator shaft openings)	Concrete Subcontractor
	5			Full Height Netting Systems, Toe Boards (Manditory)	Concrete Subcontractor
	6				
B		**Loading Platforms**	Platforms shall have handrails and toeboards on all exposed sides (except at the entrance ramp). Platforms shall be designed, constructed, and maintained with adequate strength to support their maximum intended loads. Building owner is responsible for the design of the loading platform. Prior to the		
	1			Structural Decking	Steel Decking Subcontractor
	2			Cladding /Wall installation	Curtain Wall Subcontractor
	3			M&E Installation	MEP Subcontractors (risers)
	4			Other	
General Precautions					
A		**Access to Work Floors**	Access to general work floors should be provided by the full permanent solution where ever possible. Where this is not possible, temporary staircases of adequate width and complete with handrails should be provided. A minimum of two (2) points of egress must be provided which may consist of scaffold stair towers, prefabricated wood stair system. Ladders may be used in the event that no alternative means are available. Spacing for thes egress points shall be per OSHA standards		
	1			Scaffold Stair Tower attached to core grillage steel	Concrete Contractor
	2			Ship Ladder	Misc Metals
	3			Ladder	Concrete Contractor
	4			Precast Stair	Concrete Contractor

William Jones College Preparatory High School

Exhibit S for Steel Buildings - Specific Safety Requirements (November 9, 2010)

Checklist #	Area	Detail	Description	Supplier/Subtrade	Responsible Subcontractor
5				5 Stair cast with Deck	Concrete Contractor
6				6 Steel Stair	Misc Metals
7				7 Stair from upper core down to trailing scaffold.	Concrete Contractor
Ground Work					
		Pre-Planning			
A		Assess site to determine best method	Subcontractor shall access all proposed ground works and implement the safest practicable methods employed to carry them out. Before work can begin Trade contractor will be responsible for identifing the safest means available to reduce /liminate the risk of injury/ damage, Submit a Safe Work Method Statement and Permit, review alternate methods of performing the work (directional boring) etc; reviewed by a competent persons. Work permits are required for every day the excavation continues. As conditions change, work must stop and be re-assest before work can continue.		Excavation/ Site utility
B		[illegible]	[illegible]		Excavation Contractor
		Stability			
A		Excavations, Adjacent structures, roads, and sidewalks	Subcontractor will provide a competent person to assess that all excavations have the proper trench boxes, battered back/sloped to a safe angle, Pre-task plans including dig sequence.		
B		[illegible]	[illegible]		Excavation Subcontractor
C		Materials and equipment	Subcontractor will keep materials and equipment a safe distance from the edge of excavations (minimum 2). A spotter must be in place to provide hand/ radio signals when the operator does not have direct view of the excavation. No workers will be allowed in the excavation while the equipment is working in the hole. Truck drivers must remain in the cab while trucks are being loaded. All personnel are required to wear High Vis Vests.		
D		[illegible]	[illegible]		Excavation/Site Utility Subcontractor
		Safe Works			
A		Signage, barriers, and Lighting	Subcontractor shall provides dequate signage, barriers and lighting to prevent falls into excavations adjacent to thoroughfares. Robust physical barricades (jersey barriers, fences, guardrails must be inplace in order to protect the public. Short excavation 2' 0" or greater in depth (not accessible to the public) can use snow fencing at a minimum of 10' 0" back from the edge of the excavation. Short term excavations (not accessible to the public) less than 2' 0" in depth can use snow fencing at a minimum of 4' 0" back from the edge of the excavation. When working in a public thoroughfair all this Trade contractor will provide all of the requiered signage, barricades, traffic control and have all openings covered (steel plates/ back fill) before leaving for the day.		
B		[illegible]	[illegible]		Excavation/Site Utility Subcontractor
C		Exclusion Zones	Subcontractor must ensure exclusion zones are established and maintained around operating earth moving machines to prevent workers being struck by either the machine or any tool due to the failure of any quick hitch system. This plan must outline precautions (JSA) to protect workers near excavation equipment. Before work starts this Trade contractor will provide Operator certifications, equipment inspection reports; competent person, JSA showing exclusion zones. Quick Hitch systems should not be used.		
Lifting & Rigging					
		Cranes and Lifting Equipment		Tower Crane (Primary)	Steel Erection Subcontractor
A		Safe operating limits	Before any crane operations can begin the following items shall be address during Safe Work Method Statement meetings. All crane erection, jumps, and dismantling operations will not take place during regular working hours. Safe load indicators, Operators certificates, maintainance records and tech books, wind speed meter, Sign off by City Inspectors, 3rd party Inspections, must all be in place before the crane can be put into operation. This subcontractor will provide a Certified Emergency Crane Rescue Box, this box will be used exclusivly in the event of an emergency.	1 Load Charts	Steel Erection Subcontractor
2				2 Load Indicator	Steel Erection Subcontractor
3				3 Wind chart	Steel Erection Subcontractor
B		[illegible]	[illegible]		

52089699 – William Jones College Preparatory High School
CHICAGO, ILLINOIS

Bovis
Lend Lease

EXHIBIT H – ELECTRONIC FILE REQUIREMENTS
ALL TRADES

NOVEMBER 9, 2010

Below are the procedures as required for the above referenced project:

1. **General Requirements:**
   a. Subcontractor shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis. All computer and software provided shall be meet current industry standards.
   b. All shop drawings, catalog cuts and approval submittals shall be submitted digitally in PDF format to the Construction Manager via email or other internet transfer means as determined by the Construction Manager. Shop drawings will then be reviewed and commented on digitally and returned to the subcontractor in PDF format.
   c. RFI's shall be submitted digitally to the Construction Manager via a web based submittal system as determined by the Construction Manager.

2. **Close-Out Document Requirements:**
   a. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, this subcontractor shall also submit three (3) copies of all closeout documents including all "As-Built Drawings", catalog cuts and Owner's Operation and Maintenance manuals in digital PDF format. All documents (including as-built drawings) shall be converted or scanned into the Abode Acrobat (.PDF) file format and copied onto CD ROM disks. All file names shall correspond to the shop drawing numbers or submittal names. A word document containing an index of the disk contents shall be included on each disk.

EXHIBIT T

PBC REQUIRED SUBCONTRACT PROVISIONS

All of the provisions of this Exhibit T were made a part of and included in the Invitation to Bid for the Work issued by Bovis Lend Lease Inc. and are hereby made a part of and included in the Bovis Lend Lease Subcontract ("Subcontract") to be executed by the Public Building Commission of Chicago ("PBC") as "Contractor" and the Subcontractor with Bovis Lend Lease as the Construction Manager.

1. **Required Provisions**. For the purposes of this Exhibit T, Construction Manager means the Construction Manager identified in the Agreement with the Commission, and Trade Contractor refers to the Subcontractor executing the Subcontract Agreement with the PBC, which Subcontract shall immediately thereafter be assigned to the Construction Manager. The term "Bidder" as used herein shall mean any subcontractor submitting a bid to perform the Work described in the invitation for bid for that subcontract scope of work.
2. **Referenced Forms**. The forms referenced are attached as exhibits to this Exhibit T and are hereby made a part of and included in the Subcontract:

   Schedule 2 – Affidavit of Non-Collusion;
   Schedule 3 – MBE/WBE Special Conditions;
   Schedule 4 – Affidavit of Uncompleted Work;
   Schedule B – Joint Venture Affidavit (if applicable);
   Schedule C – Letter of Intent from MBE/WBE to Perform as Subcontractor, Subconsultant and/or Material Supplier;
   Schedule D – Affidavit of General Trade Contractor Regarding MBE/WBE Participation;
   Schedule E – Request for Waiver from MBE/WBE Participation (if applicable);

A. MBE and WBE Commitments

The goals for MBE and WBE participation for Trade Contract Work pursuant to the Agreement for Construction Management Services between the PBC and Bovis Lend Lease, Inc. are 45% and 8%, respectively. Each Bidder shall submit with its Bid affidavits and supporting documents describing the extent to which Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") firms will participate in the Subcontract in accordance with "Special Conditions Regarding MBE and WBE Participation."

B. Local Business Subcontracting Participation Commitments

The goals for Local Business Subcontracting participation this Contract are 50%. Each Bidder shall submit with its Bid affidavits and supporting documents describing the extent to which

Local Business Subcontracting firms will participate in the Contract in accordance with Section 4.04.d of the Agreement for Construction Management Services.

C. Basis of Award (Award Criteria)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Construction Manager, on behalf of the Public Building Commission of Chicago, established the Award Criteria formula used on the Bid Proposal Form for the purpose of canvassing bids and awarding contracts for Work.

Subcontractor's Award Criteria Formula calculations and Journeyworker, Apprentice and Laborer Commitments made in the Subcontractor's Bid Proposal Form are attached to and incorporated into the Subcontract Agreement and shall be administered in accordance with the following provisions. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Trade Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

1. Community Hiring Bonuses

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

a. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in the "Bid Proposal Form" hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.

b. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in the "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

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

"Residents of the project community" shall mean persons domiciled within the Community Area (Map to be provided) in which the Site is located.

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

2. Liquidated Damages

The Trade Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with the Award Criteria on the Bid Proposal Form

covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria Formula equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Trade Contractor and the Contract Sum modified accordingly:

a) For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 04}}{100}$$

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

b) For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 03}}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

c) For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 01}}{100}$$

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

d) Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Trade Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment.

3. Reporting

In accordance with this commitment, the Trade Contractor must submit both the Trade Contractor's Payroll Record Form and the Trade Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis to the Commission using the Commission's web based compliance tracking software which will be made available to all Trade Contractors and sub tier subcontractors. All Sub tier subcontractors of any tier must submit a Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

a) The classification "White" includes person of Indo-European descent.

b) The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

c) The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.

d) The classification "Native American" includes persons who are Native Americans by virtue of tribal association.

e) The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.

f) The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

4. Major Trades

Asbestos Workers	Operating Engineers
Boiler Makers	Painters
Bricklayers	Pile Driver Mechanics
Carpenters	Pipe Fitters/Steam Fitters
Cement Masons	Plasterers
Electricians	Plumbers
Elevator Construction	Roofers
Glaziers	Sheet Metal Workers
Mechanists	Sprinkler Fitters
Machinery Movers	Technical Engineers
Ornamental Iron Workers (Local 63)	Tuck Pointers
Insulators	Tapers
Terrazzo Workers	Ironworkers (Local 1)
Tile Layers	Tile Finishers
Lathers	Steel Fabricators (In shop or on site)

For approval of other trades for consideration in the Award Criteria Formula, written approval should be requested from the Construction Manager.

D. Standard of Performance

In addition to performing the Work in full compliance with the Contract Documents, the Trade Contractor will perform, or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by

qualified and experienced Trade Contractors in performing work in projects of a scope and magnitude comparable to the Project. Unless otherwise specified, all materials and equipment will be new, and of such quality as required to comply with the Contract Documents. The Trade Contractor will, when required, furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor will be performed by workers skilled in their respective trades, and workmanship will be of good quality so that first class work in accordance with the standards of construction set forth in the Contract Documents will result.

E. Permits

1. The Trade Contractor will not be responsible for the building permit cost. However, all other trade specific permits and associated fees will be the responsibility of the Trade Contractor.

2. The nature of the foundation systems required on portions of this Project may be such that submittals, permits, and coordination will be required with the City of Chicago Bureau of Underground. If such systems are required by the Contract, the Trade Contractor, representing its familiarity with these systems and permit processes, is responsible for any and all submittals, fees, coordination, and any other items required to secure approvals required by the authorities having jurisdiction for the installation of these systems.

F. Licenses and Regulations

1. The Trade Contractor will include in the bid for the Project, obtain, and pay for all licenses and certificates of inspection required or necessary for the execution and completion of the Work.

2. The Trade Contractor must give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work. If the Trade Contractor observes that the Drawings and specifications are at variance therewith, prompt notification in writing must be given to the Construction Manager. If the Trade Contractor fails to provide such notice, or otherwise performs the Work contrary to pertinent law, ordinances, codes, rules or regulations, the Trade Contractor will bear all costs arising from any Work performed that is contrary to such laws, ordinances, codes, rules, and regulations.

3. The Trade Contractor must also comply with the current regulations of the National Board of Fire Underwriters where applicable, and all other codes named in the specifications for the various divisions of the Work.

4. Regulations applicable to this Project include, but are not limited to, the following:

a. City of Chicago Building Codes (latest edition)
b. NEC 1990
c. NFPA 2006
d. Illinois Plumbing Code
e. Illinois Accessibility Standards
f. Americans with Disabilities Act Guidelines (ADAG)
g. ASHRAE/IES, Standard Efficiency Guidelines

5. Where requirements of the applicable building codes differ, the more stringent requirement shall govern. Where requirements conflict, the Construction Manager shall determine which requirement shall govern and the Trade Contractor shall comply with the governing requirement.

6. Submit copies of all permits, licenses, and similar permissions obtained, and receipts for fees paid, to the Construction Manager.

7. It shall be the responsibility of the Trade Contractor to coordinate, procure and pay for all ties necessary for the completion and operation of the fire alarm system. Trade Contractor shall arrange and pay for all fees as required by the City of Chicago Bureau of Electricity.

G. Warranties

1. The Trade Contractor guarantees all of the Work and each and every part thereof, including, by way of illustration and not limitation, all workmanship, materials, equipment, supplies, services, and facilities that are furnished, produced, fabricated, installed, constructed, or built pursuant to the Contract Documents for the respective periods of time called for by the respective requirements of the Contract Documents, and, if no period is specified, for a period of 1 year, against defects which, in the opinion of the Architect, result from the use of defective or inferior materials, equipment, supplies, services, facilities or workmanship or from Work not in compliance with or not performed in accordance with the Drawings or specifications. The Trade Contractor will provide this guarantee to the Construction Manager in writing using Exhibit H or such other guarantee form as that may be approved by the Commission. The guarantee period will run from and after the date of Substantial Completion of the Work required by the Contract Documents, unless the Contract Documents specify a different date for the commencement of the running of the guarantee period. No part of the Work will be held to be accepted until Substantial Completion of the Work.

2. The Trade Contractor agrees as part of this guarantee to repair or remove and replace, as directed by the Construction Manager, all the Work, materials, equipment, supplies, services, and facilities which prove defective during the applicable guarantee period or which fail to conform to the Contract Documents; to repair, remove and replace, or pay for as directed by the Construction Manager, all damaged portions of the Project and the contents and equipment thereof, resulting from or which are incidental to such defects or failure to conform to the Contract Documents. All repairs, removals and replacements must be commenced within 48 hours (or such other time as may be agreed to by the Commission) of written notice from the Construction Manager, and sufficient labor and materials sufficient must be furnished to ensure prompt completion thereof. Should the Trade Contractor fail to proceed in accordance with the above, the Construction Manager, without further notice to the Trade Contractor, may furnish all labor and material necessary for repairs, or removals and replacements, and the Trade Contractor agrees to pay the Commission all such costs incurred.

3. Manufacturer's Warranties

The Trade Contractor will ensure that all required Manufacturer's Warranties are assignable, and assigned, to the Commission and/or User Agency, and submit all applicable Manufacturer's Warranties to the Commission Representative and ensure that all warranty

forms have been completed in the Commission's and/or User Agency's name and registered with the appropriate manufacturers.

Repairs and replacements made by the Trade Contractor pursuant to this section will include a Manufacturer's Warranty, if standard with the Manufacturer, in addition to the Trade Contractor's Warranty.

H. Compliance with Environmental Laws

1. The Trade Contractor must comply with all environmental laws including, without limitation, those listed in the Disclosure Affidavit that must be executed and notarized by the Trade Contractor, and any analogous future local, state, or federal ordinance or statute, rule, or regulation promulgated under or pursuant to the foregoing, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive which regulates, relates to, imposes liability for, or establishes standards of conduct concerning any Hazardous Materials that may be set forth by the Federal government, any state or any political subdivision thereof, or any agency, court, or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions (collectively, "Environmental Laws").

2. If the Trade Contractor is required, pursuant to any Environment Laws, to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on or about any premises used by Trade Contractor to perform the Work required hereunder, the Trade Contractor must provide a copy of such report or notice to the Construction Manager and if a release or threatened release of Hazardous Materials or Special Waste into the environment occurs, or if any claim, demand, action or notice is made against the Trade Contractor regarding the Trade Contractor's failure or alleged failure to comply with any Environmental Law, the Trade Contractor must notify the Construction Manager and the Commission Representative pursuant to Section F, "Disposal of Materials, Construction Debris, Soil, and Waste," herein below.

3. If the Trade Contractor fails to comply with any Environmental Law, Construction Manager may terminate this Contract in accordance with the default provisions of this Contract, which may adversely affect Trade Contractor's eligibility for future contract awards from the Commission and Construction Manager.

I. Environmental Permits

1. The Trade Contractor must show evidence of, and keep current throughout the term of this Contract, all waste hauling, Special Waste hauling, disposal permits and insurance certificates required by Federal, State, City, or other local governmental body or agency pursuant to any Environmental Law.

2. When requested by the Construction Manager, the Trade Contractor must submit copies of all hauling permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Construction Manager throughout the duration of this Contract. Noncompliance with this requirement may be cause for rejection of the bid and/or termination of this Contract.

3. Environmental Records and Reports: The Trade Contractor is required to prepare and

maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including, but not limited to the following:

a. Vehicle maintenance records.
b. Safety and accident reports.
c. IEPA or OSHA manifests.
d. Disposal records, including disposal site used, date, truck number and disposal weight.
e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

J. Energy Conservation Ordinance

Whenever the Trade Contractor is required to build new building(s) or structures, construct additions or make alterations to existing buildings, install systems such as mechanical, service water-heating, electrical distribution, and illumination, or install other equipment, it will be required to comply with Chapter 18-13 of the Municipal Code of Chicago, as well as any other pertinent Environmental Laws.

K. Environmental Controls

In performing the Work, the Trade Contractor must comply with all Federal, State, and local statutes, ordinances, and directives with respect to the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations. Attention must be given to reduce the noise of heavy construction equipment and to the control of dust, smoke, and fumes from construction equipment and other operations on the Site, and the dirt and noise created by heavy truck operations over City streets in accordance with ordinances of the City and orders of the Commission. The discharge of Hazardous Materials into waterways and City sewers is prohibited.

L. Equipment and Environmental Control during Transport

The Trade Contractor must haul materials, construction debris, soil, and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil and other wastes will be designed to prevent spillage during the hauling operation. The Trade Contractor's equipment must fully comply with all City, State, and Federal regulations, laws, and ordinances pertaining to size, load, weight, safety, and any Environmental Law.

M. Disposal of Materials, Construction Debris, Soil, and Waste

1. The Trade Contractor is responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a sub tier subcontractor does not relieve the Trade Contractor from responsibility for proper disposal. Disposal of all materials, construction debris, soil, and other wastes must be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. The Trade Contractor will identify the disposal site(s) or transfer station(s) to which it has contractual

access and for which proper, sanitary landfill permits and/or licenses have been obtained. All of Trade Contractor's personnel shall be trained in the proper handling of the materials that are found.

2. The Trade Contractor must provide the Construction Manager with copies of all load tickets, manifests, bills of lading, scale tickets, and other pertinent documents. When requested by the Construction Manager, the Trade Contractor will provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. If the transfer station and/or landfill proposed for use by the Trade Contractor does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, the Trade Contractor will replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the Construction Manager. If the Trade Contractor disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, the Trade Contractor will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.

3. The Trade Contractor must notify the Construction Manager within 24 hours of receipt of any environmental complaints, fines, citations, violations, or notices of violation ("Claim") by any governmental body or regulatory agency against the Trade Contractor by any third party relating to the loading, hauling, or disposal of materials, construction debris, soil, or other wastes. The Trade Contractor will provide evidence to the Construction Manager that any such Claim has been addressed to satisfaction of the issuer or initiator of such Claim.

4. The Trade Contractor must notify the Construction Manager of any community meeting, media involvement, or media coverage related to the loading, hauling or disposal of materials, construction debris, soil, and other wastes under this Contract in which the Trade Contractor is asked to participate.

5. The Trade Contractor must verify, in writing, whenever requested by the Construction Manager, that all materials, construction debris, and other waste accepted by the Trade Contractor from the Construction Manager has been disposed of in compliance with all Environmental Laws.

6. The form for identifying the Trade Contractor's debris disposal/hauling site(s) and acknowledging terms and conditions relating thereto which has been executed by the Trade Contractor may be attached to this Contract and incorporated by reference, as appropriate. In addition to the representations and requirements contained in the form, the Trade Contractor understands and agrees that the Trade Contractor, unless otherwise authorized in writing by the Construction Manager, must not continue to use a disposal/hauling site identified in the form that (i) has been cited as being in violation of any Environmental Law, regulation, or any City ordinance; or (ii) does not have a necessary permit. If only one site was identified in the form, the Trade Contractor must arrange for a substitute disposal/hauling site that meets the requirements specified in the form and provide a revised form to the Construction Manager. The Trade Contractor further understands and agrees that any such substitution is at no additional cost to the Construction Manager, regardless of the reason necessitating such substitution.

N. Open Dumping Prohibited

1. The removal of all recyclable materials and garbage, refuse, or other waste material,

including but not limited to broken concrete, bricks, rocks, paving asphalt, and incidental debris generated from all construction or demolition activities performed under this Contract, must be transported to a facility that is zoned and permitted to accept such material pursuant to Section 11-4 of the City of Chicago Municipal Code and all applicable local, state, and federal regulations.

2. Bills of Lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material must be retained by the Trade Contractor and made available to the Construction Manager upon request.

O. LEED Certification Requirements

1. The Trade Contractor must assist the Construction Manager, on behalf of the Commission, to achieve the LEED Certification level required for this project. The LEED Scorecard (Registered Project Checklist) identifying the LEED version and level, as well as prerequisites and credits to be achieved, is attached. The Trade Contractor must implement construction of the Project and provide documentation, in accordance with the requirements of the LEED version promulgated by the US Green Building Council indicated in the attached LEED Checklist so that the Commission can achieve the LEED rating identified.

2. The Trade Contractor must make all required LEED submittals to the Construction Manager Representative. The format and number of submittals must be approved by the Construction Manager.

3. The Trade Contractor must take the actions listed below (as applicable to the Work) regarding LEED, within the time periods specified.

   a. Erosion and Sedimentation Control Plan (if applicable) must be submitted within fifteen (15) days of the NTP. The Trade Contractor must implement the approved Plan prior to start of work on the Project site. The Trade Contractor may be required to incorporate or maintain an existing Plan from a previous phase of the work.

   b. Construction Waste Management Plan must be submitted within fifteen (15) days of NTP. The Construction Waste Management Coordinator must be identified and the approved plan be completed prior to the start of construction.

   c. Materials and Resources Plan must be submitted within thirty (30) days of the NTP

   d. Volatile Organic Compounds Plan must be submitted within thirty (30) days of NTP

   e. Construction Indoor Air Quality Plan must be submitted within thirty (30) days of NTP.

P. Indemnification

1. The Trade Contractor covenants to and must indemnify, defend and hold harmless the following indemnitees: the Commission, the Chicago Public Schools, the Architect and its consultants, the Commission Representative and the Chicago Board of Education, their respective Executive Directors, board members, officers, employees and representatives, individually and collectively, ("Indemnitees") from all claims, demands, actions and the like, of every nature and

description, made or instituted by third parties, arising or alleged to arise out of the Work under this Contract. This indemnity includes any and all expenses incurred in connection with the investigation of any claim or the defense of any lawsuit brought by any third party, including all court costs and actual attorneys' fees incurred by the Indemnities herein. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract. If any injury (including death), loss or damage (or claim or claims therefore) occurs or is alleged to have occurred, the Trade Contractor must give immediate notice thereof to the Commission Representative.

To the extent permissible by law, Trade Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of Trade Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq or any other law or judicial decision (such as Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The Commission, however, does not waive any limitation it may have on its liability under the Workers' Compensation Act or the Illinois Pension Code.

2. The Trade Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnitees, including, without limitation, claims by an employee, sub tier subcontractors, agents, or servants of Trade Contractor even though the claimant may allege that the Indemnified Parties were in charge of the Work or allege negligence on the part of the Indemnified parties. The Commission will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Trade Contractor of its obligations hereunder.

3. The obligations of the Trade Contractor under this Article do not extend to the liability of the Architect, its agents or employees arising out of: the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or specifications, or the giving or failure to give directions or instructions by the Architect, its agents, or employees, provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

4. The Trade Contractor will promptly provide, or cause to be provided, to the Executive Director and Commission Representative, copies of such notices as Trade Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Trade Contractor's performance or the performance of any Sub tier subcontractor and for which the Indemnified parties are entitled to indemnification hereunder and to give the Indemnities authority, information, and assistance for the defense of any claim or action.

Q. Insurance

1. The Trade Contractor must procure and maintain at all times, at Trade Contractor's own expense, through the completion of the warranty period, the types of insurance specified in Exhibit E of the Agreement for Construction Management Services between the Public Building Commission and Bovis Lend Lease, Inc. dated June 15, 2010, with insurance companies authorized to do business in the State of Illinois and acceptable to the Commission, covering all operations under this Contract, whether performed by the Trade Contractor or by sub tier subcontractors. Upon written request by the Commission, the Trade Contractor must allow the Construction Manager or Commission to review and copy any original insurance policies the Trade Contractor is obligated to maintain under this policy.

2. The Trade Contractor waives any and every claim or right of recovery from the

Construction Manager and Commission for any and all injuries and losses arising under this Contract or in any way related to the Work, including but not limited to any claim for loss of or damage to the Work or to the contents thereof, which injury, loss, or damage is covered by valid and collectible insurance policies, to the extent that such injury, loss, or damage is recoverable under said insurance policies. As this waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), the Trade Contractor agrees to give each insurance company which has issued, or in the future may issue, its policies of insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver. The Trade Contractor must require each Sub tier subcontractor to include similar waivers of subrogation in favor of the Commission.

3. The Trade Contractor must cause contractual liability endorsement to be issued by the insurance companies and attached to the Commercial General Liability policies of each Trade Contractor and/or Sub tier subcontractor to include under the coverage therein extended an obligation on the part of the insurers to insure against the Trade Contractor and/or each Sub tier subcontractor's contractual liability under this Article. Such coverage will be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances.

The Commission reserves the right to change, modify or delete insurance requirements set forth in the Contract Documents, including, without limitation, the right to request that the Trade Contractor provide additional types of insurance.

R. Ownership of Drawings, Specifications and Models

All copies of Drawings and specifications furnished by the Architect are the property of the Commission. Such copies are not to be used on any other work or project and, with the exception of the signed Contract set, are to be returned to the Construction Manager with a copy of the transmittal letter to the Authorized Commission Representative at the completion of the Work. All models are the property of the Commission.

S. Right of Entry

1. The Trade Contractor, and any of its officers, employees, agents, and sub tier subcontractors, are permitted to enter upon any part of the Site owned by the Commission or User Agency in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules that may be established by the Construction Manager, Commission or User Agency. The Trade Contractor must provide advance notice to the Construction Manager of Trade Contractor's initial entry onto the Site. Consent to enter upon all or any part of the Site given by the Construction Manager, Commission or User Agency will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the Construction Manager, Commission or User Agency.

2. Inspections. The Trade Contractor acknowledges that the Commission, the User Agency, the Architect and the Construction Manager have the right of access to the Site at all times and the right to inspect all Work during the term of the Contract.

3. The Trade Contractor must use, and must cause each of its officers, employees, agents,

and Sub tier subcontractors to use, the highest degree of care when entering upon property owned by the Commission or User Agency in connection with the Work. In the case of any property owned by the Commission or User Agency, or property owned by and leased from the Commission or User Agency, Trade Contractor must comply, and must cause each of its officers, employees, agents, and Sub tier subcontractors to comply, with any and all instructions and requirements for the use of such property, including any licenses for which requirement is being incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry is treated in accordance with the indemnification provisions contained in this Contract.

T. Use of Completed Portions of the Work

1. After Substantial Completion of the Work in any space(s) in the Project, the Commission will have the right to use and occupy such space(s) in advance of Final Completion and Acceptance of the Work, provided that the Commission's occupancy and use of such spaces will not unduly interfere with the Trade Contractor's operations nor delay completion of the Work. Occupancy and use of any space(s) in the building by the Commission or User Agency will not constitute Substantial Completion in the absence of written notification of Substantial Completion of the affected portion of the Work from the Architect.

2. If the Commission desires to exercise the right of partial occupancy prior to Substantial Completion and Final Completion and Acceptance of the Work as provided below, the Trade Contractor will cooperate with the Commission in making available for the Commission's use such services as heating, ventilating, cooling, water, lighting, and telephone for the space(s) to be occupied. If the equipment required to furnish such services is not entirely complete at the time the Commission desires to occupy the aforesaid space(s), the Trade Contractor will make all reasonable efforts to complete it as soon as possible.

3. The Commission's occupancy or use of such space(s) in the Project will not constitute the Commission's acceptance of any Work, materials, or equipment which are not in accordance with the requirements of the Contract Documents, nor relieve the Trade Contractor from its obligations or responsibilities under the Contract.

4. In any case, when the Commission occupies or begins to use any portion of the Work pursuant to this Section __, the Commission will give the Trade Contractor notice in writing of its occupancy and/or use of the space(s) involved.

U. No Assignment of Contract

The Contract must not be assigned or any part of the same subcontracted without the written consent of the Construction Manager. If the Construction Manager provides consent, such consent does not relieve the Trade Contractor from any of its obligations under the terms of the Contract, and Trade Contractor shall remain responsible for satisfactory performance of all Work undertaken by its sub tier subcontractor(s).

V. Trade Contractor Must Comply with All Laws

1. The Trade Contractor must at all times observe and comply, and must cause its sub tier subcontractors to observe and comply, with all applicable Federal, State and local laws,

ordinances, codes, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the Contract. Provision(s) required by law, ordinance, codes, rules, regulations, or executive orders to be inserted in this Contract are deemed inserted, whether or not they appear in this Contract. In no event does the failure to insert such provision(s) prevent the enforcement of such provision(s) of this Contract.

2. In performing the Work, the Trade Contractor must follow the most stringent of the applicable agency and code requirements. The Trade Contractor is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

W. Equal Employment Opportunity

1. The Trade Contractor will be required to comply with all laws with respect to the employment of labor and payment of local prevailing wage rates.

2. Non-Discrimination

a. It is an unlawful employment practice for a Trade Contractor to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation or the terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify employees or applicants for employment or otherwise; or to adversely affect such individual's status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.

b. Federal Requirements. Each Trade Contractor will comply with the Civil Rights Act of 1964, 42, U.S.C. Sec. 2000 et seq. (1981), as amended. Each Trade Contractor will further comply with all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. 1447, 42 U.S.C. 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. 706, 42 U.S.C. 12101-12213, 47 U.S.C. 152, 221, 225, 611 (1992); 41 C.F.R. 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978)/; the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990).

c. State Requirements. Each Trade Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended, the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and the Environmental Barriers Act, 410 ILCS 25/1 et seq. The Trade Contractor will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations.

d. City Requirements. Each Trade Contractor must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. Further, each Trade Contractor will furnish such reports and information as requested by the Chicago Commission of Human Relations.

e. Sub tier subcontractors. Each Trade Contractor agrees that all of the above provisions

will be incorporated in all agreements entered into with any suppliers of materials, providers of services, sub tier subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this Contract.

3. Employment procedures: Preferences and Compliance

a. Salaries of employees of Trade Contractor, performing Work under this agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations.

b. Trade Contractor certifies that it is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).

c. The Trade Contractor will also comply with all applicable Anti-Kickback laws and regulations, including the Anti-Kickback Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 *et seq.* If, in the performance of this agreement, there is any direct or indirect kickback as defined in any of the above-mentioned laws and regulations, the Commission may withhold from the Trade Contractor, out of payments due to the Trade Contractor, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Trade Contractor to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

4. The Trade Contractor assumes all liability for the payment of any unemployment benefits payable under any federal or state law to individuals employed by it during the progress of the Work covered by this Contract.

5. The Trade Contractor agrees that in performing this Contract it will comply with: the Minority Business Enterprise/Women Business Enterprise Special Conditions of Schedule 3 "MBE/WBE Special Conditions," attached hereto, and residency requirements of Paragraph C below, Chicago Residents As Employees.

6. A breach of any of the requirements of this Section may be grounds for termination of the Contract.

X. Chicago Residents As Employees

1. Policy and Terms

a. Attention is called to an ordinance passed by the City of Chicago on May 18, 1994, City of Chicago Residence Preference Ordinance and the resolution of the Board of Commissioners of the Public Building Commission adopted August 9, 1994.

b. The Trade Contractor agrees to ensure that the aggregated hours of Work to be performed by the Trade Contractor and sub tier subcontractors under this Contract will be performed such that at least 50% of the on-Site work is performed by actual residents of the City of Chicago. These minimal percentage levels of Chicagoans as laborers and skilled trade Workers are not to be understood as limiting or determining the fuller utilization of Chicagoans beyond these numerical levels, but are intended instead as minimum requirements unless the Commission grants a waiver based upon demonstration by the Trade Contractor of impracticability or excessive cost of complying with the specified percentages. A waiver or reduction will be considered if the Trade Contractor has unsuccessfully solicited a sufficient number of residents of the City of Chicago to perform the Work and has documented such effort to the satisfaction of the Commission. In addition, a Trade Contractor seeking a waiver or reduction will provide timely notice of the need for qualified residents of the City of Chicago to an appropriate source of referrals, in which the source is entitled to comment on any waiver or reduction application.

c. Community Hiring

(1) With respect to this construction contract, it is the policy of the Public Building Commission of Chicago to encourage creation of career opportunities for interested residents of the project community within the construction trades, and to encourage employment of both skilled and unskilled workers from among available residents of the project community. The following project community resources are available as employment referral sources in connection with this Contract:

a) Skill Builders

The goal of Skill Builders is to increase the number of Chicago residents in building and construction trades. The program provides pre-apprenticeship training and support to students from entry into the Skill Builders program until employment on a job site.

The Trade Contractor should utilize minority and female participants who have gone through the program successfully whenever possible. Information regarding the program and its participants is available from the Public Building Commission at (312) 744-3090. Utilization of such participants may assist the Trade Contractor in meeting its commitment in the minority and female apprentice categories.

(2) The Trade Contractor also agrees that 7.5% of the aggregated hours of Work to be performed by the Trade Contractor and sub tier subcontractors under this Contract will be performed by "residents of the project community."

i) Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by the Construction Manager and Subcontractors under this Contract may be complied with new hires or current employees of the Construction Manager and Subcontractor who are construction trade workers and residents of the Project Community.

ii) One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Construction Manager and Subcontractors under this

Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.

(3) In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculation applies: In calculating the worker hours performed by actual residents of the City of Chicago, hours worked by residents of the project community will be multiplied by 1.5 for the purpose of determining the award criteria calculation in the bid.

(4) The Commission is aware that certain subcontract agreements under this Contract may obligate sub tier subcontractors to fulfill requirements for employment of City of Chicago residents under this Contract. Should the Trade Contractor receive bonus calculations under the foregoing provisions as a result of residents of the project community employed by any sub tier subcontractor obligated to fulfill requirements for employment of City of Chicago residents, then the Trade Contractor must allow a bonus, in the same amount it receives, in favor of each and every such Sub tier subcontractor.

2. Definitions

a. "Actual residents of the City of Chicago" means persons domiciled within the City of Chicago. Salaried superintendents are excluded from the coverage of this Section. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

b. "Residents of the project community" means persons domiciled within the City of Chicago and within the "Community," as defined the Community Area Map attached as Schedule 1 to Exhibit J to the Agreement, in which the Project Site is located.

c. "New hires" shall mean residents of the Project Community who have been employed by the Construction Manager or Subcontractor for the first time as a permanent, full-time employee of the firm.

3. Compliance and Reporting

a. The Trade Contractor will provide for the maintenance of adequate employee residency records to document that actual Chicago residents and community residents are employed on the Project. The Trade Contractor (and sub tier subcontractors) will maintain copies of personnel documents supportive of every Chicago employee's record of actual residence.

b. Weekly Certified Payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Commission will identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

c. Full access to the Trade Contractor's and sub tier subcontractors' employment records

will be granted to the Construction Manager, the Commission or any duly authorized representative thereof. The Trade Contractor and sub tier subcontractors will maintain all relevant personnel data for a period of at least 3 years after Final Completion and Acceptance of the Work.

d. At the direction of the Construction Manager, affidavits and other supporting documentation will be required of the Trade Contractor to verify or clarify an employee's actual address or change of actual address when doubt or lack of clarity has arisen.

4. Non-compliance

a. Good faith efforts on the part of the Trade Contractor to provide utilization of Chicago residents and community residents will not suffice to replace the actual, verified achievement of the requirement concerning the worker hours performed by actual Chicago residents.

b. For the purpose of adjusting the level of Retainage, the Construction Manager will review compliance at 50%, 75%, and 90% completion of the Work. If the Commission has determined that the Trade Contractor was not compliant in the fulfillment of the required percentages of aggregated worker hours by actual Chicago residents, or has failed to report in the manner indicated above under "Compliance and Reporting," the Commission will be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans and community residents to the degree stipulated in this Section. Therefore, in such case of non-compliance it is agreed that 1/20 of 1 %, (0.0005), of the Contract Price, as adjusted by any Change Orders, be withheld by the Construction Manager in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency and hours of all employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories.

c. Construction Manager, in its sole discretion, shall determine when to withhold such liquidated damages.

d. Failure of the Trade Contractor to meet the 7.5% minimum community hiring requirement, or failure to pay any balance due the Construction Manager, may result in the Executive Director determining that the Trade Contractor must re-qualify and that the Trade Contractor is no longer a responsible bidder.

5. Nothing herein provided is to be construed to be a limitation upon the Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), or other affirmative action requirements under the regulations promulgated by applicable federal, state or local authorities.

Y. Veteran's Preference

The Trade Contractor will ensure that the following provision is inserted in all contracts entered into with any sub tier subcontractors and labor organizations which furnish skilled, unskilled and

craft union skilled labor, or which may provide any material, labor, or services in connection with this Contract.

"Trade Contractor will comply with the provisions of 330 ILCS 55/0/01 et. seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative, and supervisory positions) preference will be given to veterans of hostilities and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the Work to which the employment relates."

Z. Trade Regulations

Wherever any provision of any section of the specifications conflicts with any agreements or regulations of any kind at any time in force among members of any trade associations, unions, or councils which regulate or distinguish what work will or will not be included in the work of any particular trade, the Trade Contractor will make all necessary arrangements to reconcile any such conflict without delay, damage or cost to the Construction Manager and without recourse to the Commission, Architect, or the Commission Representative. In case the progress of the Work is affected by any undue delay in furnishing or installing any items of material or equipment required under the Contract because of a conflict involving any such agreement or regulation, the Architect may require that other material or equipment of equal kind and quality be provided at no additional cost to the Construction Manager or the Commission.

AA. Steel Products

To the extent permitted by law, this Contract will be subject to all provisions of the "Steel Products Procurement Act," 30 ILCS 565/1 et seq. as it may be amended from time to time.

BB. Inspector General

1. It is the duty of any bidder, proposer, Trade Contractor, all sub tier subcontractors and all officers, directors, agents, partners and employees of any such entities on City-funded contracts to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Trade Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

2. All Trade Contractors will inform their respective sub tier subcontractors of this provision and require compliance herewith.

CC. Covenant against Contingent Fees

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

DD. Taxes

1. The Trade Contractor will pay for all federal, state, and local taxes on all materials, labor, or services furnished, and all taxes arising out of the operations under this Contract. Such taxes include, by way of illustration and not in limitation thereof, Retailers' Occupational, Old Age Benefit, Unemployment, customs, duties, and all deductions for income taxes now in force or hereafter enacted prior to Final Completion and Acceptance of the Work. This requirement excludes taxes and assessments on real property comprising the Site and Illinois, County and Municipal Retailers' Occupation and Service Occupation Taxes and Illinois Use, Sales and Service Use Taxes on building materials and fixtures to be incorporated into the Work but does include such taxes on building materials and equipment consumed or used in performing the construction, but not incorporated in it.

2. The Public Building Commission of Chicago, a municipal corporation and political subdivision of the State of Illinois, is exempt from federal Excise Taxes. The State of Illinois Tax Exemption Identification Number is E9978-1506-05.

EE. Royalties and Patents

1. All fees for any patent invention, article or arrangement or other appurtenances that may be used upon or in any manner connected with the construction, erection or maintenance of the Work, or any part thereof embraced in the Contract, will be included in the Base Contract Price.

2. The approval of any method of construction, invention, appliance, process, article, device, or material of any kind by the Commission will only be an approval of its adequacy for the Work, and will not be an approval of the use thereof by the Trade Contractor in violation of any patent or other rights of any third person.

FF. Conflict of Interest

No member of the governing body of the Commission and no other officer, employee, or agent of the Commission or other unit of government who exercises any functions or responsibilities in connection with this Contract will have any personal interest, direct or indirect, in this Contract. Each Trade Contractor covenants that it; its officers, directors and employees; the officers, director and employees of each of its members if a joint venture; and sub tier subcontractors presently have no interest and will not acquire interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Work hereunder. Each Trade Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed. Each Trade Contractor agrees that if the Commission determines that any of a Trade Contractor's work for others conflicts with the Work, that the Trade Contractor will terminate such other services immediately upon request of the Commission.

GG. Governmental Ethics Ordinance

1. Each Trade Contractor will comply with Chapter 2-156 of the Municipal Code of Chicago, Governmental Ethics, including but not limited to Section 2-156-120 of that chapter pursuant to which no payment, gratuity, or offer of employment will be made in connection with

any Commission contract, by or on behalf of a sub tier subcontractor to the prime Trade Contractor or higher tier sub tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

2. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Construction Manager and/or the Commission.

HH. Disclosure Affidavit

1. The Trade Contractor is required to file a fully executed Disclosure Affidavit with the Commission no less than annually. Such document must be signed by an authorized officer of the company before a notary and is incorporated by reference into this Contract.

2. Such Disclosure Affidavit certifies, among other things, that the Trade Contractor and each joint venture partner, its agents, employees, officers, and any sub tier subcontractors:

a. have not engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, the Commission, any agency of the federal government or any state or local government in the United States;

b. have not been engaged in or been convicted of bid-rigging or bid-rotation activities as defined in the Disclosure Affidavit;

c. are not presently debarred or suspended by any local, state or federal procurement agency;

d. do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1; and

e. do not owe any debts to the City of Chicago in violation of Chapter 2-92-380 of the Municipal Code of Chicago.

II. Disclosure of Retained Parties

The Trade Contractor is required to submit a fully executed Disclosure of Retained Parties to the PBC and Bovis Lend Lease, Inc. Such documents must be signed by an authorized officer of the company before a notary and are incorporated by reference into this Contract.

JJ. Non-Collusion, Bribery of a Public Officer or Employee

1. Each Trade Contractor, in performing under this Contract, will comply with Section 2-92-320 of the Municipal Code of Chicago as follows:

a. No person or business entity will be awarded a Contract or subcontract if that person or business entity:

b. Has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or

any state or local government in the United States, in that officers or employees official capacity; or

c. Has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or

d. Has made an admission of guilt of such conduct described in (1) or (2) above which is a matter of record but has not been prosecuted for such conduct.

2. For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity is chargeable with the conduct. One business entity will be chargeable with the conduct of an affiliated agency.

3. Ineligibility under this section will continue for 3 years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Commission under certain specific circumstances. Reference is made to Section 2-92-320 of the Municipal Code of Chicago for a definition of affiliated agency, and a detailed description of the conditions that would permit the Commission to reduce, suspend, or waive the period of ineligibility.

KK. Consent to Assignment by Commission

Trade Contractor shall execute an Agreement to Subcontract Assignment by the Commission to Construction Manager for the Work.

LL. Parking Violations

1. The Construction Manager will set off a portion of the Contract Price or compensation due under the Contract in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the contracting party to the Construction Manager in all contracts undertaken with City of Chicago funds.

2. For purposes of this provision, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which neither has payment been made nor an appearance filed in the Circuit Court of Cook County within the time specified on the complaint. Debt means a specified sum of money owed to the Commission for which the period granted for payment has expired.

3. Notwithstanding the provisions of paragraph 1 above, no such debt(s) or outstanding violation complaint(s) will be set off from the Contract Price or compensation due under the Contract if one or more of the following conditions are met:

a. The contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts owed to the Commission and the contracting party is in compliance with the agreement; or

b. The contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

c. The contracting party has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

MM. Child Support Ordinance

1. The City of Chicago through passage of the Child Support Arrearage Ordinance, Municipal Code of Chicago Section 2-92-415, seeks to protect the public interest in contracting with entities which demonstrate financial responsibility, integrity, and lawfulness, and finds that it is especially inequitable for Trade Contractors or their owners to obtain the benefits of public funds while failing to pay court-ordered child support, which shifts the support of their dependents onto the public treasury.

2. For purposes of this section, "Substantial Owner" means any person who owns or holds a 10% or more age of interest in the Trade Contractor; where the Trade Contractor is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

3. Percentage of interest includes direct, indirect and beneficial interests in the Trade Contractor. Indirect or beneficial interest means that an interest in the Trade Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominees(s) on behalf of an individual entity. For example, if Corporation B holds or owns a 20% interest in Trade Contractor, and an individual or entity has a 50% or more percentage of interest in Corporation B, then such individual or entity indirectly has a 10% or more percentage of interest in the Trade Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

4. In accordance with Section 2-92-415 of the Municipal Code of Chicago, if an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed or both (1) and (2), then:

5. For those bidders in competitive bid contracts, the Commission will assess an 8% penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

6. The provisions of this section apply only where not otherwise prohibited by federal, state or local law.

SCHEDULE 2 - Affidavit Of Non-collusion

STATE OF ILLINOIS }
}SS
COUNTY OF COOK }

William M. Rausch, being first duly sworn, deposes and says that:

(1) He/~~She~~ is Vice President

(Owner, Partner, Officer, Representative or Agent) of
Rausch Construction Company, Inc.,
the Bidder that has submitted the attached Bid;

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

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

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

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

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

William M Rausch
(Signed)

Vice President
(Title)

Subscribed and sworn to before me this 27 day of December 20 10

Viral Patel
Notary
(Title)

My Commission expires: 4/12/11

"OFFICIAL SEAL"
VIRAL PATEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/12/2011

CITY OF CHICAGO

OFFICE OF COMPLIANCE

August 24, 2010

Leticia Villasenor-Rausch
Rausch Construction Company, Incorporated
2717 South 13Th Avenue
Broadview, IL 60155

Annual No Change Affidavit Due: **June 1, 2011**

Dear Leticia Villasenor-Rausch:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise / Women Business Enterprise (MBE WBE)** by the City of Chicago. This certification is valid until June 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **June 1, 2011.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **April 2, 2011.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE WBE if you fail to

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, i[illegible]ilty of a misdemeanor, punishable by incar[illegible]ation in the county jail for a period not to exceed six months [illegible] a fine of not less than $5,000.00 and not n[illegible] than $10,000, or both.

Rausch Construction Company, Incorporated is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

237990 Other Heavy and Civil Engineering Construction

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Mary Elliott
Acting Managing Deputy

Schedule 3

SPECIAL CONDITIONS REGARDING MBE/WBE PARTICIPATION

MBE/WBE Program

1. Policy Statement

a. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Trade Contractor and Sub tier subcontractor must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.

b. The Commission requires the Trade Contractor and Sub tier subcontractor also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

c. The Commission requires the Trade Contractor and Sub tier subcontractor to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

a. The aspirational goals for this Subcontract are to award minimum 45% of the dollar value of all construction contracts to certified MBEs and 8% of the dollar value of all construction contracts to qualified WBEs.

b. Further, the Trade Contractor and Sub tier subcontractor must agree to use its best efforts to include MBE and WBE firms in any Subcontract modification work that increases the Subcontract value by 10% of the initial Subcontract value or $50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the subcontract such MBEs and WBEs will participate in such work specified in the subcontract modification.

c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Trade Contractor and Sub tier subcontractor or such other remedy, as the Commission deems appropriate.

3. Definitions

a. For purposes of this Special Condition, the following definitions applies:

(1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.

(2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.

(3) "Construction Contract" means a contract or subcontract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.

(4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract or subcontract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

(5) "Sub tier subcontractor or Trade Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

(6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

(7) "Good faith efforts" means actions undertaken by a Trade Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(8) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(9) "Minority" means:

a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:

i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;

ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;

iii. Asian-Americans, which includes (persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent);

iv. American Indians, which includes persons having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment; and

b. Individual members of other groups, including but not limited to

Arab-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

(11) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

(12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Prime Trade Contractor employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same Sub tier subcontractor will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub tier subcontractor may be counted toward only one of the goals, not toward both.

c. A Trade Contractor may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

(1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

(2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.

d. A Trade Contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.

e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Trade Contractor subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

f. A Trade Contractor may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

g. A Trade Contractor may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Bid Proposals

a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided herein.

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity listed in Paragraph 3.a(1) must be submitted.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

(3) Schedule C: Letter of Intent to Perform as a Subcontractor, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Trade Contractor) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

(4) Schedule D: Affidavit of Prime Trade Contractor Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Paragraph 7), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must

at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

b. If the Commission's review of a Bidder's proposal concludes that Bidder failed to submit an M/WBE Compliance Proposal and a Waiver Request, this will be cause for rejection of the Bidder's proposal as non-responsive.

c. If the Commission's review of a Bidder's MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission may be cause for rejection of the Bidder's proposal as non-responsive.

d. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE sub tier subcontractors or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Paragraph 12 should be followed.

7. Request for Waiver

a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

b. Good Faith efforts to achieve participation include but are not limited to:

(1) Attendance at the Pre-bid conference;

(2) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
(3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
(4) Timely notification of specific sub-bids to minority and woman Trade Contractor assistance agencies and associations;
(5) Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
i. The name, address and telephone number of MBE and WBE firms contacted;
ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
(6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
(7) As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
(8) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
(9) General efforts made to assist MBE and WBE firms to overcome participation barriers.
c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:

(1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
(2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

a. If the Trade Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Trade Contractor has made such good faith efforts, the performance of other Sub tier subcontractors in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Trade Contractor's efforts to do the following:
(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
(3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Trade Contractor's failure to meet the goals, as long as such costs are reasonable.
(4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
(5) Making a portion of the work available to MBE or WBE Trade Contractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE sub tier subcontractors and suppliers, so as to facilitate meeting the goals.
(6) Making good faith efforts despite the ability or desire of a Trade Contractor to perform the work of a contract with its own organization. A Trade Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
(7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Construction Manager.
(9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
(10) Effectively using the services of the Commission; minority or women community organizations; minority or women Sub tier subcontractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
b. In the event the Public Building Commission Procurement Officer determines that the Trade Contractor did not make a good faith effort to achieve the goals, the Trade Contractor may file a Dispute to the Executive Director as provided in Article 11 of Exhibit J, Standard Terms and Conditions for Construction Management Contracts.

9. Reporting and Record-Keeping Requirements

a. The Trade Contractor, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Trade Contractor's bid proposal and MBE/WBE assurances, and submit to the Commission a

copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Trade Contractor will submit partial and final waivers of lien from MBE and WBE sub tier subcontractors and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Trade Contractor will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.

b. The Trade Contractor must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Trade Contractor's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

10. Disqualification of MBE or WBE

a. The Contract may be terminated by the Executive Director upon the disqualification of the Trade Contractor as an MBE or WBE if the Trade Contractor's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Trade Contractor.

b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the Trade Contractor's or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub Trade Contractor or supplier was misrepresented by the Trade Contractor. If the Trade Contractor is determined not to have been involved in any misrepresentation of the status of the disqualified sub Trade Contractor or supplier, the Trade Contractor or Construction Manager shall make good faith efforts to engage a qualified MBE or WBE replacement.

11. Prohibition On Changes To MBE/WBE Commitments

The Trade Contractor must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub tier subcontractors without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub tier subcontractor with the Prime Sub tier subcontractors own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Prime Trade Contractor to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

12. MBE/WBE Substitution Requirements and Procedures

a. Arbitrary changes by the Prime Trade Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Prime Trade Contractor shall

thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Trade Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

(1) The Prime Trade Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

(2) The Prime Trade Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c)financial incapacity; d) refusal by the sub tier subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the sub tier subcontractor to meet insurance, licensing or bonding requirements; g) the sub tier subcontractor's withdrawal of its bid or proposal; or h) decertification of the sub tier subcontractor as MBE or WBE.

The Prime Trade Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Sub tier subcontractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

(3) The Prime Trade Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Paragraph 5 - Submission of Bid Proposals.

(4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

b. The Executive Director will not approve extra payment for escalated costs incurred by the Prime Trade Contractor when a substitution of sub tier subcontractors becomes necessary for the Prime Trade Contractor in order to comply with MBE/WBE contract requirements.

c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Trade Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

a. The Executive Director has the authority to apply suitable sanctions to the Trade Contractor if the Trade Contractor is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Trade Contractor's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

b. When the contract is completed, if the Executive Director has determined that the Trade Contractor did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Trade Contractor from entering into future contracts with the Commission.

14. Severability

a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any count, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

SCHEDULE 4 - Affidavit Of Uncompleted Work

A. Work Under Contract

List below all work Bidder has under contract as either a general Trade 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 which 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, show NONE.

	1	2	3	4	Awards Pending	
Project	Kirie WRP	Indiana Harbor - CDF Dike 3	Place Hot Rolled PZC Sheet Piles	Midway Airport - Runway 4R		
Contract With	MWRDGC	USACE	Di Paolo Company	CODA		
Estimated Completion Date	MAY, 2012	JUNE, 2011	DEC, 2010	DEC, 2010		
Total Contract Price	21,750,439.00	8,271,870.00	345,809.00	3,058,989.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	5,775,837.00	4,810,568.00	0.00	2,611,377.00		13,197,882.00
Uncompleted Dollar Value if Firm is the Subcontractor	0.00	0.00	167,925.00	0.00		167,925.00
				Total Value of All Work		13,365,807.00

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. this form. In a joint venture, list only that portion of the work to be done by the Bidder.. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	TOTALS
Earthwork		3,346,649.00		416,952.00		3,763,601.00
Demolition						0.00
Sewer and Drain						0.00
Foundation						0.00
Painting						0.00
Struct. Steel (Bldg Const.)						0.00
Ornamental Steel (Bldg Construction)						0.00
Miscellaneous Concrete						0.00
Fireproofing						0.00
Masonry						0.00
H.V.A.C.						0.00
Mechanical						0.00
Electrical						0.00
Plumbing						0.00
Roofing & Sheet Metal						0.00
Flooring & Tile Work						0.00
Drywall & Plaster Work						0.00
Ceiling Construction						0.00

	1	2	3	4	Awards Pending	TOTALS
Hollow Metal & Hardware						0.00
Glazing & Caulking						0.00
Miscellaneous Arch. Work						0.00
Landscaping						0.00
Fencing						0.00
Others (List)						0.00
Highway, R.R. and Waterway Structures	2,474,445.00	641,450.00				3,115,895.00
Sheet Piling			167,925.00			167,925.00
PCC Paving				917,836.00		917,836.00
						0.00
Totals	2,474,445.00	3,988,099.00	167,925.00	1,334,788.00	0.00	7,965,257.00

	1	2	3	4	Awards Pending	TOTALS
Hollow Metal & Hardware						0.00
Glazing & Caulking						0.00
Miscellaneous Arch. Work						0.00
Landscaping						0.00
Fencing						0.00
Others (List)						0.00
Highway, R.R. and Waterway Structures	2,474,445.00	641,450.00				3,115,895.00
Sheet Piling			167,925.00			167,925.00
PCC Paving				917,836.00		917,836.00
						0.00
Totals	2,474,445.00	3,988,099.00	167,925.00	1,334,788.00	0.00	7,965,257.00

C. Work Subcontracted to Others

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 Trade 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	ESI, INC.	CONNELLY ELEC	NONE	CABO CONSTRUCTION	
Type of Work	ELECTRICAL	ELCETRICAL		DRAINAGE	
Subcontract Price	2,900,608.00	187,752.00		237,145.00	
Amount Uncompleted	731,963.00	40,519.00		142,405.00	
Subcontractor	IMI, INC.	GREAT LAKES SOILS		DEL TORO	
Type of Work	MECHANICAL	TESTING		LANDSCAPING	
Subcontract Price	6,641,079.00	289,170.00		71,775.00	
Amount Uncompleted	2,483,385.00	214,170.00		71,775.00	
Subcontractor	SIEMENS	COUNTRYSIDE		E.KING	
Type of Work	TEMP CONTROL	SEEDING		TRUCKING	
Subcontract Price	231,381.00	74,278.00		410,000.00	
Amount Uncompleted	37,400.00	74,278.00		245,772.00	
Subcontractor	DECO PAINTING	CODE RED		JOHN BURNS	
Type of Work	PAINTING	SITE SAFETY		ELECTRICAL	
Subcontract Price	59,358.00	94,532.00		611,420.00	
Amount Uncompleted	36,161.00	35,867.00		554,807.00	
Subcontractor	ALL OTHER SUBS	OMEGA DEMOLITION		BIGANE PAVING	
Type of Work	VARIOUS	DEBRIS HANDLING		PAVEMENT WORK	
Subcontract Price	361,634.00	465,870.00		179,480.00	
Amount Uncompleted	12,483.00	412,283.00		179,480.00	
Subcontractor		ALL OTHER SUBS		ALL OTHER SUBS	
Type of Work		VARIOUS		VARIOUS	
Subcontract Price		99,035.00		82,350.00	
Amount Uncompleted		45,452.00		82,350.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	3,301,392.00	822,569.00	0.00	1,276,589.00	0.00

C. Work Subcontracted to Others

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 Trade 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	ESI, INC.	CONNELLY ELEC	NONE	CABO CONSTRUCTION	
Type of Work	ELECTRICAL	ELCETRICAL		DRAINAGE	
Subcontract Price	2,900,608.00	187,752.00		237,145.00	
Amount Uncompleted	731,963.00	40,519.00		142,405.00	
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Subcontract Price	59,358.00	94,532.00		611,420.00	
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Subcontract Price	361,634.00	465,870.00		179,480.00	
Amount Uncompleted	12,483.00	412,283.00		179,480.00	
Subcontractor		ALL OTHER SUBS		ALL OTHER SUBS	
Type of Work		VARIOUS		VARIOUS	
Subcontract Price		99,035.00		82,350.00	
Amount Uncompleted		45,452.00		82,350.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	3,301,392.00	822,569.00	0.00	1,276,589.00	0.00

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.

William M. Rausch
Signature

12/27/2010
Date

William M. Rausch
Name (Type or Print)

Vice President
Title

Rausch Construction
Bidder Name

2717 S. 13th Ave
Address

Broadview IL 60155
City State Zip

Subscribed and sworn to before me
this 27th day of December, 2010

Notary Public

(SEAL)

Commission expires: 4/12/11

"OFFICIAL SEAL"
VISAL PATEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/12/2011

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

Name of Project: William Jones College Prep High School

Project Number: 52089699

FROM: Rausch Construction Co. Inc.

_____ MBE x WBE x
(Name of MBE or WBE)

TO: Rausch Construction Co. Inc

_____ and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated August 24, 2011. 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.

Tunnel Fill

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

$175,000

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

5 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Trade Contractors.

2 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Trade Contractors.

If MBE/WBE Trade Contractor 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 Trade Contractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

By:

Rausch Construction	William M Rausch
Name of MBE/WBE Firm (Print)	Signature
12/21/2010	William M. Rausch
Date	Name (Print)
708-865-7300	
Phone	

IF APPLICABLE:

By:

Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE ____ WBE ____ Non-MBE/WBE ___
Phone	

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

Name of Project: William Jones College Prep High School

Project Number: 52089699

FROM:

E. King Construction Co. MBE ____ WBE X
(Name of MBE or WBE)

TO: Rausch Construction Co. Inc
(Name of General Bidder) and Public Building Commission of Chicago

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 ____. 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.

TRUCKING

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

5,000 00

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

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

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

SUB-SUBCONTRACTING LEVELS
0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Trade Contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Trade Contractors.
If MBE/WBE Trade Contractor 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 Trade Contractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.
The undersigned will enter into a formal agreement for the above-work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.
By:

E. King Construction Co.
Name of MBE/WBE Firm (Print)
12/07/2010
Date
773-284-9800
Phone

Signature
Elaine King
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)
Date
Phone

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

CITY OF CHICAGO

OFFICE OF COMPLIANCE

August 24, 2010

Elaine King
E. King Construction Co., Inc.
3865 W. Columbus Ave.
Chicago, IL 60652

Certification Expires: 8/1/2011

Dear Elaine King:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise / Women Business Enterprise (MBE) by the City of Chicago. This certification is valid until **8/1/2011.**

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **6/2/2011.** In the coming months, the Office of Compliance will be sending you notice detailing the procedures for filing a request for recertification.

While you will not need to file a No Change Affidavit in 2010 or 2011, it is important to note that you have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please also note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to

- file your request for recertification within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

E. King Construction Co., Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

INTRASTATE TRUCKING AND HAULING

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Mary Elliott
Acting Managing Deputy

SCHEDULE D - Affidavit of General Trade Contractor Regarding MBE/WBE Participation

(1 of 2)

Name of Project: William Jones Preparatory High 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

Rausch Construction Company, Inc.

Name of General Trade Contractor whose address is
2717 S. 13th Ave.

in the City of Broadview, 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 Trade Contractor for the Project.

Name of MBE/WBE Trade Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
E King Construction	Trucking/sweeping	$	$5,000
		$	$
Rausch construction	Tunnel Fill	$ 175,000	$
		$	$
		$	$
		$	$
		$	$
Total Net MBE/WBE Credit		$ 175,000	$ 5,000
Percent of Total Base Bid		68 %	2 %

The General Trade 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.

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

SUB-SUBCONTRACTING LEVELS

__9__ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Trade Contractors.

__2__ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Trade 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 Trade 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:

Rausch Construction Co. Inc.
Name of Trade Contractor (Print)

William M Rausch
Signature

December 27, 2010
Date

William M. Rausch
Name (Print)

708-865-7300
Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ___

Phone/FAX

SCHEDULE 4 - Affidavit Of Uncompleted Work

A. Work Under Contract

List below all work Bidder has under contract as either a general Trade 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 which 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, show NONE.

	1	2	3	4	Awards Pending	
Project	Kirie WRP	Indiana Harbor - CDF Dike 3	Place Hot Rolled PZC Sheet Piles	Midway Airport - Runway 4R		
Contract With	MWRDGC	USACE	Di Paolo Company	CODA		
Estimated Completion Date	MAY, 2012	JUNE, 2011	DEC, 2010	DEC, 2010		
Total Contract Price	21,750,439.00	8,271,870.00	345,809.00	3,058,989.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	5,775,837.00	4,810,668.00	0.00	2,611,377.00		13,197,882.00
Uncompleted Dollar Value if Firm is the Subcontractor	0.00	0.00	167,925.00	0.00		167,925.00
				Total Value of All Work		13,365,807.00

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. this form. In a joint venture, list only that portion of the work to be done by the Bidder.. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	TOTALS
Earthwork		3,346,649.00		416,952.00		3,763,601.00
Demolition						0.00
Sewer and Drain						0.00
Foundation						0.00
Painting						0.00
Struct. Steel (Bldg Const.)						0.00
Ornamental Steel (Bldg Construction)						0.00
Miscellaneous Concrete						0.00
Fireproofing						0.00
Masonry						0.00
H.V.A.C.						0.00
Mechanical						0.00
Electrical						0.00
Plumbing						0.00
Roofing & Sheet Metal						0.00
Flooring & Tile Work						0.00
Drywall & Plaster Work						0.00
Ceiling Construction						0.00

52089699 – William Jones College Preparatory High School
CHICAGO, ILLINOIS

Bovis Lend Lease

BID PROPOSAL
WATER TUNNEL FILL

DECEMBER 16, 2010
PAGE 1 of 3

Bid Due Date: December 27, 2010 / 1:00CST

Bid to: Public Building Commission of Chicago
c/o Bovis Lend Lease
1 N. Wacker Drive, Ste 850
Chicago, IL 60606

Bid from: Rausch Construction Company, Inc.
(Bidder's Firm Name)

2717 S. 13th Ave. Broadview, IL
(Bidder's Address)

708-865-7300
(Telephone Number)

708-531-5254
(Facsimile Number)

The undersigned, as bidder, declares that he has carefully examined the project site and all Contract Documents and conditions and hereby proposes to furnish all labor, materials, supervision, tools, equipment, insurance, fringe benefits, coordination, engineering, overhead, profit and all other things necessary to complete the work as defined under this Contract for the lump sum amount as follows:

1. Lump Sum Base Bid (EXCLUDING insurance and EXCLUDING bond):

_____ Dollars - $ 256,000.00
(Written) (Figure)

2. Award Criteria Figure (Insert Line 15 of below Award Criteria Formula):

_____ Dollars $ 248,064.00
(Written) (Figure)

3. Award Criteria Figure Calculations (refer to PBC Exhibit T):

Line 1.	Base Bid, in figures	$256,000
Line 2.	Percentage of the Journeyworkers hours that the Trade Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	0.25

Line 3.	Multiply Line 2 by Line 1 by 0.04	$2,560.00
Line 4.	Percentage of total Apprentice hours that the Trade Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	0.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	$3,840.00
Line 6.	Percentage of the total Laborer hours that the Trade Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	0.30
Line 7.	Multiply Line 6 by Line 1 by 0.01	$768.00
Line 8.	Percentage of total Journeyworker hours that the Trade Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	0
Line 9.	Multiply Line 8 by Line 1 by 0.04	0
Line 10.	Percentage of total Apprentice hours that the Trade Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	0.10
Line 11.	Multiply Line 10 by Line 1 by 0.03	$768.00
Line 12.	Percentage of the total Laborer hours that the Trade Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	0
Line 13.	Multiply Line 12 by Line 1 by 0.01	0
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	$7,936.00
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	$248,064.00

4. Schedule Milestones (refer to contract Exhibit B)

   4.1. Target Award Date — **January 12, 2011**

5. Attach an original completed bid bond to this bid form. **(per Exhibit F – Bonding).**

6. Attach a completed **Exhibit E – Bid Alternates** to this bid form.

7. Project and Trade Specific Goals for MBE / WBE
   Overall project goals are **45% MBE / 8% WBE.** Targeted goals for **Water Tunnel Fill** are **30% MBE / 8% WBE.**

   Bidder's Aspirational Goals for MBE / WBE Participation for **Water Tunnel Fill**: MBE 68 %, WBE 2 %

8. Please note goal of **50%** for Local Business Subcontracting to be included in base bid **(per PBC Exhibit T)**

52089699 – William Jones College Preparatory High School
CHICAGO, ILLINOIS

Bovis Lend Lease

BID PROPOSAL
WATER TUNNEL FILL

DECEMBER 16, 2010
PAGE 3 of 3

Bid Due Date: December 27, 2010 / 1:00CST

9. Please note requirement of **50%** for Chicago Residents as Employees in base bid **(per PBC Exhibit T)**

10. Please note requirement of **7.5%** for project Community Resident Hiring in base bid **(per PBC Exhibit T)**

11. Confirm bid addenda received which are included in this lump sum bid :

Bid Addenda No. 1 Date: 12/16/2010
Bid Addenda No. 2 Date: 12/23/2010
Bid Addenda No. _____ Date: _____
Bid Addenda No. _____ Date: _____
Bid Addenda No. _____ Date: _____

Bidders submit their proposals with the understanding that they may not be withdrawn for sixty (60) days.

Respectfully Submitted, this 27 day of December, 2010.

Rausch Construction Company, Inc.
(Bidder's Firm Name)

William M. Rausch
(Signature)

William M. Rausch
(Printed Name)

Vice President
(Title)

RIDER TO SUBCONTRACT BETWEEN
THE PUBLIC BUILDING COMMISSION OF CHICAGO
AND RAUSCH CONSTRUCTION CO., INC.
FOR THE WILLIAM JONES COLLEGE PREPARATORY HIGH SCHOOL PROJECT,
CHICAGO, ILLINOIS

The provisions of this Rider supplement or amend the terms and conditions of the above-referenced and attached Subcontract. To the extent that there are any conflicts or ambiguities between the provisions of this Rider and the terms and conditions of the Subcontract hereto, the provisions of this Rider shall prevail. Unless otherwise defined herein all definitions set forth in the Contract Documents shall apply to this Rider.

EXHIBIT C

1. Add a new Item 15 as follows: "Pollution Liability with limits of not less than $2,000,000 per occurrence for any portion of the Work, which may entail exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this Subcontract. Policy must pay for claims for bodily injury, property damage and other losses caused by pollution conditions that arise from the Subcontract scope of Work, Subcontractor's operation, and completed operations. Coverage must be maintained for two (2) years after substantial completion. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Work in the Subcontract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Board of Education of the City of Chicago, the City of Chicago, and Bovis Lend Lease, Inc. are to be named as additional insureds, non-contributory basis."

Subcontractor understands that the terms and conditions of this Subcontract are for the William Jones College Preparatory High School, Chicago, Illinois Project only and not meant to be construed as a course of dealing between the parties for future projects.

Dated: January 11, 2011

RAUSCH CONSTRUCTION CO., INC.

Name: Leticia Villasenor-Rausch
Title: President

THE PUBLIC BUILDING COMMISSION OF CHICAGO

Name: ERIN LAVIN CABONARGI
Title: EXECUTIVE DIRECTOR