

BOOK 1

DESIGN-BUILD AGREEMENT BETWEEN  
PUBLIC BUILDING COMMISSION AND

OLD VETERAN CONSTRUCTION, INC.

CONTRACT NO. **PS2083R**

DALEY COLLEGE ENGINEERING AND ADVANCED MANUFACTURING CENTER  
7500 S. PULASKI RD  
PROJECT #03710

PUBLIC BUILDING COMMISSION OF CHICAGO



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## DESIGN-BUILD AGREEMENT BETWEEN COMMISSION AND DESIGN-BUILDER

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**ARTICLE 1**  
**AGREEMENT**

This Agreement is made as of the 10<sup>th</sup> day of May in the year 2017 (the "Effective Date"), by and between the Public Building Commission of Chicago, a municipal corporation organized and operating under the Constitution of the State of Illinois ("Commission") and Old Veteran Construction, Inc. for Design-Build services in connection with the following Project:

DALEY COLLEGE ENGINEERING AND ADVANCED MANUFACTURING CENTER  
7500 S. PULASKI RD  
PROJECT #03710

**ARTICLE 2**  
**GENERAL PROVISIONS**

2.1 RELATIONSHIP The Commission and the *Design-Builder* agree to proceed with the Project on the basis of trust, good faith, and fair dealing and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Scope of Work to be constructed within the Guaranteed Maximum Price (GMP) and by the Dates of Substantial Completion and Final Completion for the Scope. The *Design-Builder* agrees to procure or furnish, as permitted by the laws of Illinois, the design phase services and construction phase services as set forth below.

2.1.1 The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.2.2 Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Commission unless authorized in writing by the Commission's Representative.

2.1.3 The Commission and the Design-Builder shall perform their obligations with integrity, ensuring, at a minimum, that:

2.1.3.1 conflicts of interest shall be avoided or disclosed promptly to the other Party;  
and

2.1.3.2 The Design-Builder and the Commission warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.2 ARCHITECT/ENGINEER Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the law of the State of Illinois. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Architect/Engineer. The Architect of Record for the Project is Cannon Design. The Engineer of Record for the Project is Cannon Design.

2.3 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Commission and the Design-Builder agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision are for the exclusive benefit of the Commission and the Design-Builder and not for the benefit of any third party nor any third party beneficiary except to the extent expressly provided in the Agreement.

## 2.4 DEFINITIONS

2.4.1 The Contract Documents consist of:

- a. Approved Change Orders and executed written amendments to this Agreement including exhibits and appendices, signed by both the Commission and the Design-Builder;
- b. this Agreement (Books 1 and 2), including any exhibits and appendices, except for the existing Contract Documents set forth in item e. below;
- c. the most current documents approved by the Commission;
- d. the information provided by the Commission pursuant to Clause 4.1.2.1;
- e. the Contract documents in existence at the time of execution of this Agreement which are set forth in Article 16; and
- f. the Commission's Program provided pursuant to Subparagraph 4.1.1.

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above; further, Book 1 will govern over Book 2.

2.4.2 The term Day shall mean calendar day, unless otherwise specifically defined.

2.4.3 Design-Builder's Fee means the compensation paid to the Design-Builder for salaries and other mandatory or customary compensation of the Design-Builder's employees at its principal and branch offices except employees listed in Subparagraph 8.2.2, general and administrative expenses of the Design-Builder's principal and branch offices other than the field office, and the Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work, and profit.

2.4.4 Defective Work is any portion of the Work not in conformance with the Contract Documents as more fully described in Article 3.

2.4.5 The term fast-track means accelerated scheduling which involves expedited permitting, project phasing early bid package procurement specifically related to long lead material, and working extended hours, shifts, and weekends as necessary.

2.4.6 Final Completion and Acceptance of the Work means the last date on which all of the following events have occurred: all Work, including punch-list work, has been completed by the Design-Builder in accordance with the Contract Documents, approved by the Architect/Engineer, and accepted by the Commission; Design-Builder's LEED responsibilities have been completed and approved by the Architect/Engineer; all deliverables, including closeout documentation such as warranties, record documents, as-builts, etc. have been submitted by the Design-Builder and approved by the Architect/Engineer; and all other contractual requirements for final payment have been completed.

2.4.7 A Material Supplier is a party or entity retained by the Design-Builder to provide material and equipment for the Work.

2.4.8 Others means other contractors and all persons at the Worksite who are not employed by Design-Builder, its Subcontractors or Material Suppliers.

2.4.9 The term Overhead shall mean 1) payroll costs and other compensation of Contractor employees in the Contractor's principal and branch offices; 2) general and administrative expenses of the Contractor's principal and branch offices including deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work; and 3) the Contractor's capital expenses, including interest on capital used for the Work.

2.4.10 The Commission is the person or entity identified as such in this Agreement and includes the Commission's Representative.

2.4.11 The Commission's Program is an initial description of the Commission's objectives, that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.4.12 The Project as identified in Article 1, is the building, facility or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Commission or Others.

2.4.13 A Subcontractor, vendor, or supplier is a party or entity retained by the Design-Builder as an independent contractor to provide the onsite labor, materials, equipment or services necessary to complete a specific portion of the work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the Commission or any separate contractor's subcontractor.

2.4.14 Substantial Completion of the Work, designated portions of the Work, occur on the date when the Design-Builder's obligations are sufficiently complete in accordance with the Contract Documents, inspected and approved, in writing, by the Architect/Engineer, and accepted by the Commission such that the User can occupy the Project without disruption.

2.4.15 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.16 The Work is the Design Phase services procured or furnished in accordance with Paragraph 3.1, the GMP Proposal provided in accordance with Paragraph 3.2, the Construction Phase services provided in Paragraph 3.3, additional services that may be provided in accordance with Paragraph 3.10, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

2.4.17 Deliverables are any and all documents, including but not limited to plans, specifications, drawings, and reports prepared by the Design-Builder in the performance of the Work.

2.4.18 Worksite means the geographic area at the location mentioned in Article 1 where the Work is to be performed.

2.4.19 User Agency means the unit of local government on the behalf of which the Commission is undertaking the design and construction of the Project.

2.4.20 Construction and all references to construction contained herein means abatement, site remediation, excavation, demolition, backfill, required site improvement work, and vertical building.

## ARTICLE 3

### DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Commission's Program, as such Program may be modified by the Commission during the course of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of its services consistent with the team relationship described in Paragraph 2.1, but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP proposal. The Design-Builder shall at all times comply in letter and spirit with, and demonstrate good faith efforts to achieve, the affirmative action goals of the Commission and its User Agency, as those goals may be set forth in the MBE/WBE Special Conditions for Design Build Contracts, Book 2, Article 23, attached hereto and incorporated by reference herein, and in any other terms and provisions of this Agreement.

3.1 DESIGN PHASE SERVICES. In addition to the Design Phase Services set forth below, the Design-Builder shall provide those design services specified in Exhibit 1 - Design Builder Design Services, attached hereto and incorporated by reference herein.

3.1.1 PRELIMINARY EVALUATION The Design-Builder shall review the Commission's Program to ascertain the requirements of the Project and shall verify such requirements with the Commission. The Design-Builder's review shall also provide to the Commission a preliminary evaluation of the site with regard to access, drainage, building placement and other considerations affecting the building, the environment and energy use, as well as information regarding applicable governmental laws, regulations and requirements. The Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Commission, to determine the most desirable approach on the basis of costs, technology, quality and speed of delivery. Based upon its review and verification of the Commission's Program and other relevant information the Design-Builder shall provide a Preliminary Evaluation of the Project's feasibility for the Commission's acceptance. The Design-Builder's Preliminary Evaluation shall specifically identify any deviations from the Commission's Program.

3.1.2 PRELIMINARY SCHEDULE The Design-Builder shall prepare a preliminary schedule of the Work. The Commission shall provide written approval of milestone dates established in the preliminary schedule of the Work. The schedule shall show the activities of the Commission, the Architect/Engineer and the Design-Building necessary to meet the Commission's completion requirements. The schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved schedule will not be met, the Design-Builder shall recommend corrective action to the Commission in writing.

3.1.3 PRELIMINARY ESTIMATE When sufficient Project Information has been identified, the Design-Builder shall prepare for the Commission's acceptance a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds the Commission's budget, the Design-Builder shall make recommendations to the Commission.

3.1.4 SCHEMATIC DESIGN DOCUMENTS The Design-Builder shall submit for the Commission's written approval Schematic Design Documents, based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. One set of these documents shall be furnished to the Commission. When the Design- Builder submits the Schematic Design Documents the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design-Builder's Preliminary Evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and estimate based on the Schematic Design Documents.

3.1.5 PLANNING PERMITS The Design-Builder shall obtain and the Commission shall pay for all planning permits necessary for the construction of the Project.

3.1.6 DESIGN DEVELOPMENT DOCUMENTS The Design-Builder shall submit for the Commission's written approval Design Development Documents based on the approved Schematic design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. One set of these documents shall be furnished to the Commission. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Schematic Design Documents. The Design-Builder shall update the schedule and estimate based on the Design Development.

3.1.7 CONSTRUCTION DOCUMENTS The Design-Builder shall submit for the Commission's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Commission prior to commencement of construction. If GMP has not been established the Design-Builder shall prepare a further update of the schedule and estimate based on the Construction Documents.

### 3.1.8 OWNERSHIP OF DOCUMENTS

3.1.8.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Commission, including all copyrights inherent in them or their preparation. During performance of the Work, Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession.

Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder must bear the cost of replacement and of any loss suffered by the Commission.



3.1.8.2 COPYRIGHT Design-Builder and the Commission agree that, to the extent permitted by law, the Deliverables to be produced by Design- Builder at the Commission's instance and expense under this Agreement are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the Commission will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. Design-Builder warrants to the Commission, its successors and assigns, that on the date of transfer Design-Builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design- Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.1.8.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to Article 12, the Commission shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 3.1.8.2, provided payment has been made pursuant to Paragraph 3.1.8.1.

3.1.8.4 COMMISSION'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Commission may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite.

The Commission's use of the Documents without the Design-Builder's involvement or on other projects is at the Commission' sole risk, except for the Design-Builder's indemnification obligations pursuant to Paragraph 11.6.

3.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design- Builder has

transferred its copyright interest in the Documents under Subparagraph 3.1.8.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.8.6 The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Commission in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.1.9 CONSTRUCTION DOCUMENTS The Design-Builder shall submit for the Commission's written approval Construction Documents for permitting, procurement, and construction based on the approved Scope and Performance Criteria Documents. The Construction Documents shall set forth, in detail, the requirements for construction of the Work, and shall consist of drawings and specifications based upon and in compliance with applicable codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify, in writing, all material changes and deviations that have taken place from the Scope and Performance Criteria Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Commission prior to commencement of construction. The Design-Builder shall provide a final GMP for each Scope of Work and a final update of the schedule with the Construction Documents for each Scope of Work.

#### 3.1.10 OWNERSHIP OF DOCUMENTS

3.1.10.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Commission, including all copyrights inherent in them or their preparation. During performance of the Work, Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder must bear the cost of replacement and of any loss suffered by the Commission.

3.1.10.2 COPYRIGHT Design-Builder and the Commission agree that, to the extent permitted by law, the Deliverables to be produced by Design-Builder at the Commission's instance and expense under this Agreement are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the Commission will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables

prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. Design-Builder warrants to the Commission, its successors and assigns, that on the date of transfer Design-Builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design-Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

**3.1.10.3 USE OF DOCUMENTS IN EVENT OF TERMINATION** In the event of a termination of this Agreement pursuant to Article 12, the Commission shall have the right to use, to reproduce, and to made derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 3.1.8.2, provided payment has been made pursuant to the Contract Documents. The Commission's use of the Documents without the Design-Builder's involvement is at the Commission's sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.

**3.1.10.4 COMMISSION'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT** After completion of the Project, the Commission may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite. The Commission's use of the Documents without the Design-Builder's involvement or on other projects is at the Commission' sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.

**3.1.10.5 DESIGN-BUILDER'S USE OF DOCUMENTS** Where the Design- Builder has transferred its copyright interest in the Documents under Subparagraph 3.1.8.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

**3.1.10.6** The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Commission in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

## **3.2 GUARANTEED MAXIMUM PRICE (GMP)**

**3.2.1 GMP PROPOSAL** The GMP shall be the sum of the estimated Cost of the Work for Each Scope of Work

as defined in Article 8 and the Design-Builder's Fee as defined in Article 7. The GMP is subject to modification as provided in Article 9. The Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.2.2 BASIS OF GUARANTEED MAXIMUM PRICE The Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

3.2.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.2.2.2 a list of allowances and a statement of their basis;

3.2.2.3 a list of the assumptions and clarifications made by the Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications issued as part of the RFP;

3.2.2.4 the Date of Substantial Completion and the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.2.2.5 a schedule of applicable alternate prices;

3.2.2.6 a schedule of applicable unit prices;

3.2.2.7 a statement of Additional services included, if any,

3.2.2.8 the Design-Builder's Contingency as provided in Subparagraph 3.2.3;

3.2.2.9 a statement of any work to be self-performed by the Design-Builder; and

3.2.2.10 a statement identifying all patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

3.2.3 DESIGN-BUILDER'S CONTINGENCY The GMP will contain, as part of the estimated Cost of the Work, the Design-Builder's Contingency, a sum mutually agreed upon and monitored by the Design-Builder and the Commission to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. The Design-Builder's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the GMP. The Design-Builder shall provide the Commission with an accounting of charges against the Design-Builder's Contingency.

3.2.4 The Initial GMP for this Project is \$5,500,000, as outlined in Exhibit 5 Initial GMP Cost Form of this agreement. The final GMP shall be modified via written amendment to this agreement.

3.2.5 COST REPORTING The Design-Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design-Builder shall maintain a

complete set of all books and records prepared or used by the Design-Builder with respect to the Project. The Design-Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to generally accepted accounting principles. The Commission shall be afforded reasonable access during normal business hours to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design-Builder shall present all such records for a period of five years after the final payment or longer where required by law.

### 3.3. CONSTRUCTION PHASE SERVICES

3.3.1 The Construction Phase of the Scope of Work will commence upon the issuance by the Commission of a written Notice to Proceed with construction (NTP).

3.3.2 In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools and subcontracted items.

3.3.3 The Design-Builder shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work.

3.3.4 The Design-Builder shall obtain all permits necessary for the construction of the Project. The cost of the building permits are a Cost of the Work.

3.3.5 The Design-Builder shall provide written reports daily to the Commission on the progress of the Work in such detail as is required by the Commission and as agreed to by the Commission and the Design-Builder.

3.3.6 The Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to the Commission at mutually agreeable intervals.

3.3.7 The Design-Builder shall regularly and properly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.3.8 The Design-Builder shall prepare and submit to the Commission:

- final marked-up as built drawings
- updated electronic data

Document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to the Agreement.

3.4 CONSTRUCTION MEANS AND METHODS Design-Builder is solely responsible for the means, methods, techniques, sequences and procedures of construction within the parameters set forth by this Agreement. Nothing in this Section 3.4 shall be deemed to limit the Design-Builder's obligations to provide the Commission access to all Work as provided in other Sections of this Agreement, nor shall the Commission's observation of the Work at Construction Hold Points be construed to relieve the Design-Builder of its obligation to correct defective Work if defects are discovered after an observation.

3.5 SCHEDULE OF THE WORK The Design-Builder shall prepare and submit a Schedule of Work for the Commission's acceptance and written approval as to milestone dates and activities pursuant to Article 10 of Book 2. This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Commission. The Schedule shall be revised as required by the conditions of the Work and as agreed upon by the Parties and as otherwise provided in Article 10 of Book 2.

### 3.6 SAFETY OF PERSONS AND PROPERTY

3.6.1 SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this Paragraph establish the responsibility for safety between the Commission and the Design Builder, they do not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.6.2 The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.6.2.1 its employees and other persons at the Worksite;

3.6.2.2 materials, supplies and equipment stored at the Worksite for use in performance of the Work; and

3.6.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.6.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate a Safety Representative for the Project. The Design-Builder shall submit a Project specific Safety Plan, prepared and approved by its Safety Representative. The Design-Builder's Safety Representative shall conduct regular site visits and participate in tool box meetings to ensure compliance with the Design-Builder's Safety Plan. The Design-Builder will immediately report in writing all accidents and injuries occurring at the Worksite to the Commission. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Commission.

3.6.4 The Design-Builder shall provide the Commission with copies of all notices required of the Design-Builder by law or regulation. The Design-Builder's safety program shall comply with the requirements of all governmental authorities having jurisdiction over the Work.

3.6.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, or any third party, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Commission and not to the Design-Builder shall be promptly remedied by the Commission; provided, however, that the Commission may direct the Design-Builder to remedy such damage or loss, and the Commission shall pay for such remedy as a Cost of the Work.

3.6.6 If the Commission deems any part of the Work or Worksite unsafe, the Commission, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Commission, or both. If the Design-Builder does not adopt corrective measures, the Commission may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in Article 8. The Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Commission's reasonable request.

### 3.7 HAZARDOUS MATERIALS

3.7.1 A Hazardous Material is any substance or material identified as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up. The Design-Builder shall not be obligated to commence or continue work until all Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Commission as certified by an independent testing laboratory approved by the appropriate government agency.

3.7.2. If after the commencement of the Work, Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Commission and, if required, the government agency with jurisdiction.

3.7.3 The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.7.4 The Commission shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Commission. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.7.5 If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial

Completion or the Date of Final Completion.

3.7.6 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Commission or Others, shall be maintained at the Project by the Design-Builder and made available to the Commission and Subcontractors.

3.7.7 During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon issuance of the Certificate of Substantial Completion, the Commission shall be responsible under this Paragraph for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

3.7.8 The terms of this Paragraph 3.7 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

### 3.8 WARRANTIES AND COMPLETION

3.8.1 The Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work. The Design-Builder agrees to correct all construction performed under this Agreement which is defective in workmanship or materials within a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

3.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Commission, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. The Design-Builder shall assist the Commission in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.3 The Design-Builder shall secure any and all required certificates of inspection, testing or approval and deliver them to the Commission.

3.8.4 The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Commission in a format directed by the Commission.

3.8.5 The Design-Builder shall direct the commissioning checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CONFIDENTIALITY The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and the Architect/Engineer as is necessary for the performance of



the Work, or use for its own benefit any of the Commission's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Commission shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Commission in connection with the performance of this Agreement. The Commission and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential." Notwithstanding the foregoing, the Parties acknowledge and agree that the Commission is a unit of local government, and as such is subject to Freedom of Information Act, 5 ILCS 140/1 et seq. Design-Builder will not issue any publicity, news releases or grant press interviews, and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Work or the Project to which the Work pertains without the prior written consent of the Commission.

If Design-Builder is presented with a request for documents by any administrative agency, or with a *subpoena duces tecum* regarding any records, data or documents which may be in Design-Builder's possession by reason of this Agreement, Design-Builder shall immediately give notice to the Commission and its legal counsel with the understanding that the Commission will have the opportunity to contest such process by any means available to it before the records or documents are released to a court or other third party. Design-Builder is not, however, obligated to withhold the delivery beyond the time ordered by the court or administrative agency unless the *subpoena* or request is quashed, or the time to produce is otherwise extended.

3.10 ADDITIONAL SERVICES The Design-Builder shall provide or procure the following Additional services upon the request of the Commission. A written amendment to this Agreement between the Commission and the Design-Builder shall define the extent of such Additional services before they are performed by the Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional services shall be considered a change in the Work.

3.10.1 Development of the Commission's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.

3.10.2 Consultations, negotiations, and documentation and supporting the procurement of Project financing.

3.10.3 Surveys, site evaluations, legal descriptions and aerial photographs.

3.10.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.

3.10.5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.

3.10.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.

3.10.7 Investigation or making measured drawings of existing conditions or the reasonably required verification of Commission-provided drawings and information. Artistic renderings, models and mockups of the Project or any part of the Project or the Work.

3.10.8 Interior design and related services, including procurement and placement of furniture, furnishings, artwork and decorations.

3.10.9 Making revisions to the, Design Development or Construction Documents or documents forming the basis of the GMP after they have been approved by the Commission, and which are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Material Suppliers, Sub-subcontractors or the Architect/Engineer.

3.10.10 Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained or work to be performed, by the Commission, including not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of the Work.

3.10.11 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.

3.10.12 Out-of-town travel by the Architect/Engineer in connection with the Work, except between the Architect/Engineer's office, the Design-Builder's office, the Commission's office and the Worksite.

3.10.13 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start-up.

3.10.14 Services for tenant or rental spaces not a part of this Agreement.

3.10.15 Services requested by the Commission or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.

3.10.16 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.

3.10.17 Providing services relating to Hazardous Material discovered at the Worksite.

3.10.18 Providing full Commissioning services.

3.10.19 Other services as agreed to by the Parties.

### 3.11 STANDARD OF CARE

3.11.1 Design-Builder shall perform all services required by this Agreement with that degree of skill, care and diligence consistent with the professional standards prevailing in the Chicago metropolitan area for services of comparable scope and magnitude.

3.11.2 Design-Builder is and remains responsible for the professional and technical accuracy of all services or Deliverables furnished, whether by Design-Builder, the Architect Engineer, or others on its or their behalf. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. Subsequent editions of design Deliverables, including drawings and specifications, shall supersede earlier editions, provided that any items that have changed on the design Deliverables are explicitly noted. Subsequent design Deliverables shall represent further development of the design Deliverables and shall not change or omit previously approved features or elements unless such differences or deviations are: (i) explicitly noted and identified in writing on the Deliverable, and (ii) expressly and unambiguously accepted by the Commission in writing. The Commission's inadvertent approval of a design Deliverable that contains an unapproved difference or deviation from any requirement of this Agreement shall not be construed as a waiver of such requirement.

3.11.3 Design-Builder shall, consistent with the Illinois Architecture Practice Act of 1989, 225 ILCS 305 *et seq.*, and other applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified independent licensed design professionals, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design Builder to complete the Work consistent with the Contract Documents. Design- Builder must assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Design-Builder must provide copies of any such licenses.

3.11.4 Any or all agreements between the Design-Builder and the Architect Engineer shall provide that the Commission is a third party beneficiary of such agreement, and shall provide further that the Commission shall have a direct right and cause of action against the Architect Engineer for any error or omission by the Architect Engineer in the performance of the design services of the Work.

3.12 PROJECT PROCEDURES Design-Builder shall develop in conjunction with the Commission's Representative, and shall prepare and submit in writing for the Commission's review and approval, procedures with regard to procurement, construction, project controls, project management, safety and design for the duration of the Project. The Project Procedures are material terms of this Agreement. It is the intent of the Parties and this Agreement that the approved Project Procedures are solely for the purpose of adding additional and explanatory detail to the requirements of this Agreement. In the event of a contradiction or inconsistency, the provisions of the Contract Documents take precedence over an approved Project Procedure. In no event shall approved Project Procedures be interpreted to diminish Design-Builder's duties or obligations under this Agreement, or to impose additional duties or liabilities not otherwise set forth in this Agreement upon the Commission.

### 3.13 DESIGN-BUILDER'S STAFFING/KEY PERSONNEL

3.13.1 STAFFING Immediately, upon execution of this Agreement, Design-Builder will assign and maintain throughout the term of the Agreement an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Work.

3.13.2 KEY PERSONNEL Design-Builder's Key Personnel for the Work are listed in Exhibit 4, attached hereto. In the event that any such Key Personnel are unable to continue to perform

Work, the Design-Builder will promptly notify the Commission. Any change or substitution with respect to Key Personnel requires the approval of the Commission. In the event that, in the opinion of the Executive Director, the performance of Key Personnel or any of Design-Builder's staff assigned to the Work, is at an unacceptable level, Design-Builder will remove them from the Project upon written notice from the Commission, and will provide a replacement for the Commission's approval within seven Days of receipt of the notice to remove.

3.14 RIGHT OF ENTRY The Design-Builder and any of its officers, employees, agents, subconsultants and subcontractors will be permitted to enter upon any part of the Project Site in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules established by the Commission. Commission's consent to enter upon all or any part of the Project Site will not create nor be deemed to imply the creation of any additional responsibilities on the part of the Commission.

The Design-Builder will use, and will cause each of its officers, employees, agents, subconsultants and subcontractors to use reasonable care, unless otherwise expressly set forth in this Agreement, when entering upon the Project Site in connection with the Work. The Design- Builder will comply and will cause each of its officers, employees, agents, subconsultants and subcontractors to comply with any and all instructions and requirements for the use of the Project Site, and any express licenses for such use are hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from or by reason of or in connection with any such entry will be treated in accordance with the applicable terms and conditions of the Agreement, including, without limitation, the indemnification provisions contained in this Agreement. If the Design-Builder, or anyone for whom it is responsible, causes damage to Commission property, or the property of the owner of the Project Site, the Design-Builder must, at the option of the Commission, either 1) pay the cost of repair of the damage or 2) repair or replace the damaged property. The Commission shall have the right of set-off against the payments to the Design-Builder for the cost of repairs.

3.15 DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is John Tisdall.

3.16 CLOSEOUT The Design-Builder must provide its Closeout Execution Plan similar to its Design, Procurement, and Construction Execution Plan prior to the commencement of Work.

3.17 LIVING WAGE REQUIREMENT The Design-Builder shall abide by the City of Chicago's Executive Order No. 2014-1, duly adopted by the Public Building Commission's Board of Commissioners on November 12, 2014 as Resolution No. 8122, both documents of which are incorporated by reference to this Agreement. Design-Builder agrees to pay its eligible employees a minimum wage of not less than \$13.00 per hour for work performed under this Agreement and further agrees to abide by all rules and regulations promulgated by the Executive Order. This applies to all subcontractors of the Design-Builder.

## ARTICLE 4

### COMMISSION'S RESPONSIBILITIES

#### 4.1 INFORMATION AND SERVICES PROVIDED BY THE COMMISSION

4.1.1 The Commission shall provide full information in a timely manner regarding requirements for the Project, including the Commission's Program and other relevant information.

4.1.2 The Commission shall provide:

4.1.2.1 all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.

4.1.2.2 inspection and testing services during construction as required by law or as mutually agreed; and

4.1.2.3 unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

4.1.3 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information and services required by this Paragraph 4.1.

## 4.2 RESPONSIBILITIES DURING DESIGN PHASE

4.2.1 The Commission shall provide the Commission's Program at the inception of the Design Phase and shall review and timely approve in writing schedules, Design Development Documents and Construction Documents furnished during the Design Phase as set forth in Paragraph 3.1, and the GMP Proposal as set forth in Paragraph 3.2.

## 4.3 RESPONSIBILITIES DURING CONSTRUCTION PHASE

4.3.1 The Commission shall review the Schedule of the Work as set forth in Paragraph 3.5 and timely approve the milestone dates set forth pursuant to Article 10 of Book 2.

4.3.2 If the Commission becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Commission shall give prompt written notice to the Design-Builder. The failure of the Commission to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.3.3 The Commission shall communicate with the Design-Builder's Subcontractors, Material Suppliers and the Architect/Engineer only through or in the presence of the Design-Builder. The Commission shall have no contractual obligations to Subcontractors or suppliers.

4.3.4 The Commission shall provide insurance for the Project as provided in Article 11.

4.4 COMMISSION'S REPRESENTATIVE The Commission's Representative is Ryan Forristall. The Representative:

4.4.1 shall be fully acquainted with the Project;

4.4.2 agrees to furnish the information and services required of the Commission pursuant to Paragraph 4.1 so as not to delay the Design-Builder's Work; and

4.4.3 shall have authority to bind the Commission in all matters requiring the Commission's approval, authorization or written notice. If the Commission changes its representatives or the representatives' authority as listed above, the Commission shall notify the Design-Builder in writing in advance.

4.5 TAX EXEMPTION If in accordance with the Commission's direction the Design-Builder claims an exemption for taxes, the Commission shall indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Commission's direction.

4.6 ELECTRONIC DOCUMENTS If the Commission requires that the Commission and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Commission and Design-Builder shall agree on a written protocol governing all such exchanges in a separate agreement, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

## ARTICLE 5 SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer.

5.1 RETAINING SUBCONTRACTORS The Design-Builder shall not retain any subcontractor that has been debarred by Commission or the City of Chicago from doing business with the debarring agency, or any subcontractor to whom the Commission has a reasonable and timely objection. The Design-Builder shall not make any substitute for a subcontractor that has been accepted by the Commission without the written approval of the Commission.

5.2 MANAGEMENT OF SUBCONTRACTORS The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work. The Commission will communicate with the Design-Builder regarding the Work, except that the Commission shall have the right to communicate directly with the Design-Builder's subcontractors as the Commission deems reasonably necessary to address matters such as MBE and WBE issues, direct payments to subcontractors, lien and surety matters, and other matters where such direct communication may reasonably be required.

### 5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT

5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Commission, subject to the prior rights of any surety, provided that:

5.3.1.1 this Agreement is terminated by the Commission pursuant to Article 19 of Book 2; and

5.3.1.2 the Commission accepts such assignment, after termination by notifying Subcontractor and Design-/Builder in writing, and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.

5.3.2 If the Commission accepts such assignment and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

5.4 **BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS** The Design- Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents.

5.5 **DESIGN-BUILDER'S LIABILITY FOR SUBCONTRACTORS** The Design-Builder is responsible for all subcontractor Work and for all acts, failures to act, and omissions of its subcontractors. For the purposes of this Agreement, the Design-Builder's acts and omissions include those of its subcontractors to the same extent as if they had been committed by the Design-Builder. Notwithstanding the foregoing, there is no privity between subcontractors and the Commission. Except as set forth in Book 2, Article 23 "MBE/WBE Special Conditions for Construction Contracts" and Book 2 Article 24 "MBE/WBE Special Conditions for Professional Services Contracts," subcontractors have no rights as third-party beneficiaries under this Agreement. However, all subcontracts of every tier shall state that the Commission is an intended third-party beneficiary of the subcontract.

## ARTICLE 6 TIME

6.1 **DATE OF COMMENCEMENT** The Date of Commencement is the Effective Date of this Agreement as first written in Article 1 unless otherwise set forth below:

The Work shall proceed in general accordance with the Design-Build Schedule attached hereto as Exhibit 8, as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 **SUBSTANTIAL/FINAL COMPLETION** Unless the Parties agree otherwise, the Date of Substantial Completion and the date of Final Completion shall be established, and subject to adjustments, as provided for in the Contract Documents. The Commission and the Design-Builder may agree not to establish such dates. If such dates are not established upon the execution of this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of Work shall be established in the Notice to Proceed for each Scope of Work or by amendment to this Agreement.

6.2.1 Time limits stated in the Contract Documents are of the essence.

6.2.2 Unless instructed by the Commission in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder or the Commission.

6.3 **DELAYS IN THE WORK**

6.3.1 Delays and time extensions shall be administered as provided in Article 10 of Book 2.

#### 6.4 LIQUIDATED DAMAGES

6.4.1 SUBSTANTIAL COMPLETION The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion established for each Scope of Work and as further set forth in Article 10 of Book 2, Section 10.04.

6.4.1.1. The Design-Builder understands that if the Date of Substantial Completion established by the Parties for each Scope of Work, as may be amended by subsequent Change Order, is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Substantial Completion for any Scope of Work is not attained, the Design-Builder shall pay the Commission Two Thousand Five-Hundred Dollars (\$2,500) as liquidated damages and not as a penalty for each Day that Substantial Completion for a given Scope of Work extends beyond the Date of Substantial Completion established for that Scope of Work. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Substantial Completion for any Scope of Work.

6.4.2 FINAL COMPLETION The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion established for each Scope of Work.

6.4.3 The Design-Builder understands that if the Date of Final Completion established by the Parties for each Scope of Work is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final Completion is not attained, the Design-Builder shall pay the Commission One Thousand Dollars (\$1,000) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion established for that Scope of Work. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Final Completion for any Scope of Work.

6.4.4 OTHER LIQUIDATED DAMAGES The Commission and the Design-Builder may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

#### 6.5 COMMISSION'S RIGHT TO OCCUPY PORTIONS OF THE WORK

6.5.1 The Commission may occupy and use the Project or Scope of Work, or portions thereof, in advance of Substantial Completion. If the Commission desires to exercise partial occupancy and use prior to Substantial Completion, the Commission shall provide written notice to the Design-Builder, and the Design-Builder shall cooperate with the Commission in making available for the



Commission's use such Project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Commission desires to occupy and use the space or spaces, then the Design-Builder will make every reasonable effort to complete that Work.

#### 6.5.2 In the event of occupancy/turn-over prior to Substantial Completion:

6.5.2.1 Within fourteen (14) days after receiving notice of the planned early occupancy, the Design-Builder will provide written notice to the Commission of the following: (i) the current condition of the space desired for early occupancy; (ii) the anticipated condition of the space at the date of anticipated early occupancy;

(iii) a preliminary estimate of any potential additional costs, if any, as a direct or indirect result of the early occupancy; and (iv) a preliminary estimate of any potential impact to the Project Schedule, if any, as a result of the early occupancy.

6.5.2.2 If the early occupancy is necessitated by a delay in Substantial Completion beyond the scheduled date of Substantial Completion and is not the subject of a Change Order, Design-Builder shall be responsible for all additional costs associated with the preparation of the space for the early occupancy.

6.5.2.3 The following conditions will apply to the spaces and/or equipment that is affected by the Commission's early occupancy:

6.5.2.3.1 A punch list will be assembled by the Commission, Design- Builder and its subcontractors, and an inspection of the affected space by the Commission will be accomplished prior to the start of early occupancy.

6.5.2.3.2 Warranties will begin to run only on those portions of systems and materials actively used, and shall not begin to run on those portions of systems and materials not used. Warranties of systems that are common to both the occupied and unoccupied parts of the Project will begin to run at Substantial Completion.

6.5.2.3.3 Risk of loss associated with the finished Work which the Commission occupies early transfers to the Commission at the start of the early occupancy.

6.5.2.3.4 As part of the Change Order for early occupancy, the Parties will agree and set forth in writing the scope and date of early occupancy, and what effect early occupancy will have on Liquidated Damages and insurance coverage.

## ARTICLE 7 COMPENSATION

### 7.1 DESIGN PHASE COMPENSATION

7.1.1 To the extent required by applicable law, the costs of services performed directly by the Architect/Engineer is computed separately and is independent from the Design-Builder's

compensation for work or services performed directly by the Design-Builder, these costs shall be shown as separate items on applications for payment. If an Architect/Engineer is retained by the Design-Builder, the payments to the Architect/Engineer shall be as detailed in a separate agreement between the Design- Builder and the Architect/Engineer.

7.1.2 The Commission shall compensate the Design-Builder for services performed during the Design Phase as described in Paragraph 3.1, including preparation of a GMP Proposal, if applicable, as described in Paragraph 3.1.

7.1.3 Compensation for Design Phase services, as part of the Work, shall include the Design-Builder's Fee as established in Paragraph 7.3, paid in proportion to the services performed, subject to adjustment as provided in Paragraph 7.4.

7.1.4 Within fifteen (15) Days after receipt of each monthly application for payment, the Commission shall give written notice to the Design-Builder of the Commission's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such application, the Commission shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Commission. If such application is rejected in whole or in part, the Commission shall indicate the reasons for its rejection. If the Commission and the Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, the Commission shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Commission for which application for payment is made, less amounts previously paid by the Commission. Those items rejected by the Commission shall be due and payable when the reasons for the rejection have been removed.

## 7.2 CONSTRUCTION PHASE COMPENSATION

7.2.1 The Commission shall compensate the Design-Builder for Work performed following the commencement of the Construction Phase on the following basis:

7.2.1.1 the Cost of the Work as allowed in Article 8; and

7.2.1.2 the Design-Builder's fee paid in proportion to the services performed subject to adjustment as provided in Paragraph 7.4.

7.2.2 The compensation to be paid under this Paragraph 7.2 shall be limited to the final Guaranteed Maximum Price ("GMP"), as the GMP may be adjusted under Article 9.

7.2.3 Payment for Construction Phase services shall be as set forth in Article 10. If Design Phase services continue to be provided after construction has commenced, the Design-Builder shall continue to be compensated as provided in Paragraph 7.1, or as mutually agreed.

7.3 DESIGN-BUILDER'S FEE            The Design-Builder's Fee shall be as follows for, subject to

adjustment as provided in Paragraph 7.4: \$455,866. The Fee shall be payable in installments commensurate with the percentage of Project completion.

7.4 ADJUSTMENT IN THE DESIGN-BUILDER'S FEE Adjustment in the Design-Builder's fee shall be made as follows:

7.4.1 for changes in the Work as provided in Article 9, the Design-Builder's fee shall be adjusted as follows:

7.4.2 for delays in the Work not caused by the Design-Builder, except as provided in Article 10 of Book 2, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and

7.4.3 if the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, the Design-Builder shall be paid an additional fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work for the replacement, provided that such loss was not due to any error or omission by the Design-Builder, or any party for which the Design-Builder may be liable.

## ARTICLE 8

### COST OF THE WORK

The Commission agrees to pay the Design-Builder for the Cost of the Work as defined in this Article and as further described in Exhibit 5 Design Builder's Initial Guaranteed Maximum Price Cost Form. This payment shall be in addition to the Design-Builder's Fee stipulated in Paragraph 7.3.

#### 8.1 COST ITEMS FOR DESIGN PHASE SERVICES

8.1.1 Compensation for Design Phase services as provided in Paragraph 7.1

#### 8.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES

8.2.1 Wages paid for labor in the direct employ of the Design-Builder in the performance of the Work.

8.2.2 Salaries of the Design-Builder's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

Project management, administrative assistance and project engineering directly associated with the Work.

8.2.3 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other

fringe benefits as required by law, labor agreements, or paid under the Design- Builder's standard personnel policy, insofar as such costs are paid to employees of the Design-Builder who are included in the Cost of the Work under Subparagraphs 8.2.1 and 8.2.2.

8.2.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Commission, transportation, storage and handling. Payments made by the Design-Builder to Subcontractors for work performed under this Agreement.

8.2.6 Fees and expenses for design services procured or furnished by the Design-Builder except as provided by the Architect/Engineer and compensated in Paragraph 7.1.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Design-Builder.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Design-Builder or Others including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which the Design-Builder is required to procure, and approved by the Commission, including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Design-Builder is liable.

8.2.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the Design-Builder is not responsible as set forth in Paragraph 11.2, and deposits lost for causes other than the Design-Builder's negligence.

8.2.12 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the negligence of the Design-Builder.

8.2.13 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.

8.2.14 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite, to the extent such items are used and consumed in the

performance of the Work or are not capable of use after completion of the Work.

8.2.15 All water, power and fuel costs necessary for the Work.

8.2.16 Cost of removal of all non-hazardous substances, debris and waste materials.

8.2.17 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.18 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Commission and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work.

8.2.19 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Design-Builder's Fee as set forth in Article 7, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

## **ARTICLE 9**

### **CHANGES IN THE WORK**

Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by written Change Order pursuant to the provisions of Article 17 of Book 2: Changes in the Work.

## **ARTICLE 10**

### **PAYMENT FOR CONSTRUCTION PHASE SERVICES**

#### **10.1 PROGRESS PAYMENTS**

Payment applications and procedures shall be as defined in Article 16 of Book 2.

## **ARTICLE 11**

### **INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION**

11.1 Indemnity, Insurance, Bonds and Waiver of Subrogation shall be as provided in Book 1 as Exhibit 9 unless otherwise specified herein.

11.2 **ROYALTIES, PATENTS AND COPYRIGHTS** The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall defend, indemnify and hold the Commission harmless from all suits or claims for infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Commission.

11.3 **LIENS** If any of the Design-Builder's subconsultants, subcontractors, employees, officials, agents or other person directly or indirectly acting for, through or under any of them files or maintains a lien or claim

pursuant to the Illinois Public Mechanics' Lien Act, 770 ILCS 60/23, against the public funds for the Project, then the Design-Builder agrees to cause such liens and claims to be satisfied, removed or discharged within thirty (30) days from the date of filing thereof; provided, however, that the Commission may extend the thirty (30) day period if the Commission determines that such lien claim cannot be so satisfied, removed or discharged in such period and that the Design-Builder is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The Commission will have the right, in addition to all other rights and remedies provided under this Agreement, Book 2 Article 16, or by law, to cause such liens or claims to be satisfied, removed or discharged by any means at the Design-Builder's sole cost, such cost to include reasonable legal fees.

The Design-Builder will give, or cause to be given, a copy of these provisions to all subcontractors and will include these provisions in all agreements with subcontractors, and/or give written notice to all subcontractors or other persons having oral or written agreements with such subcontractors.

**11.4 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Except for damages mutually agreed upon by the Parties as liquidated damages in Paragraph 6.4 and excluding losses covered by insurance required by the Contract Documents, the Commission and the Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Commission agrees to waive damages including but not limited to the Commission's loss of use of the Project, loss of reputation, or insolvency. The Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver:

The Commission and the Design-Builder shall require similar waivers in contracts with Subcontractors and others retained for the Project.

## **ARTICLE 12**

### **SUSPENSION AND TERMINATION OF THE AGREEMENT AND COMMISSION'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES**

12.1 Suspension and Termination shall be as defined in Article 19 of Book 2.

## **ARTICLE 13**

### **DISPUTE MITIGATION AND RESOLUTION**

13.1 Claims and Disputes shall be as defined in Article 18 of Book 2.

## **ARTICLE 14**

### **MISCELLANEOUS PROVISIONS**

14.1 **GOPVERNING LAW** This Agreement shall be governed by the law in effect at the location of the Project (Illinois).

14.2 **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.3 **NO WAIVER OF PERFORMANCE** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

14.4 **TITLES AND GROUPINGS** The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Commission's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions,.

14.5 **JOINT DRAFTING** The Parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, abut shall be construed in a neutral manner.

14.6 **RIGHTS AND REMEDIES** The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

14.7 **FIREARMS AND OTHER WEAPONS** The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

## **ARTICLE 15**

### **MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE) UTILIZATION**

15.1 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 Design-Builder 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. The Commission requires the Consultant 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.

15.2 For this agreement, the Minority Business Enterprise (MBE) participation requirement is 29% and the Women Business Enterprise (WBE) participation requirement of 6%. These percentages shall be based on the aggregate value of the final GMP for both professional and construction services.

15.3 The PBC will utilize LCP Tracker and B2GNow for compliance reporting.

## ARTICLE 16

### EEO AND WORKFORCE DAMAGES

16.1 To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established Equal Employment Opportunity (EEO) workforce requirements for this Project.

The PBC requires that Design-Build Entities commit to a construction work site employment program that addresses the following employment goals:

Minority Journeyworker Project employment goal:	40% or more of total Journeyworker hours
Minority Laborer Project employment goal:	50% or more of total Laborer hours
Minority Apprentice Project employment goal:	60% or more of total Apprentice hours

Female Journeyworker Project employment goal:	2% or more of total Journeyworker hours
Female Laborer Project employment goal:	2% or more of total Laborer hours
Female Apprentice Project employment goal:	2% or more of total Apprentice hours

City of Chicago Resident employment goal: Residents	50% of construction work hours to be performed by City Residents
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Community Resident employment goal:	7.5% of construction work hours to be performed by residents of the "Project Community" designated for each Project (see Exhibit 10-Community Area Map)
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Design-Builder shall use the Commission's EEO and Workforce Requirements Worksheet to utilize the prescribed formula to inform the amount of participation the Design-Builder achieves; this formula will also inform the amount of damages the Design-Builder will be assessed at the end of the Project, for failing to meet these EEO and Workforce requirements. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of these requirements does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the *Equal Employment Act* and the *Illinois Human Rights Act*.



**ARTICLE 17**  
**EXISTING CONTRACT DOCUMENTS**

The Contract Documents in existence at the time of execution of this Agreement are as follows:

As defined in Subparagraph 2.4.1, the following Exhibits are a part of this Agreement:

Book 2      Standard Terms and Conditions for Design Build Contracts, July 2017

- Exhibit 1 – Design Builder Design Services
- Exhibit 2 – Documents and Drawings Issued for Scope and Performance Criteria Dated March 17, 2017.
- Exhibit 3 – Schematic Design Plans and Specifications prepared by CannonDesign dated April 24, 2017.
- Exhibit 4 – Design Builder's Key Personnel
- Exhibit 5 – Design Build Initial GMP Cost Form
- Exhibit 6 – **Intentionally Omitted**
- Exhibit 7 – **Intentionally Omitted**
- Exhibit 8 – Design Build Schedule
- Exhibit 9 – Insurance and Bonding Requirements
- Exhibit 10 – Community Area Map
- Exhibit 11 – EEO and Workforce Requirements Worksheet (to be completed with Final GMP)
- Exhibit 12 – Legal Actions
- Exhibit 13 – Disclosure Affidavit
- Exhibit 14 – Disclosure of Retained Parties

**[EXECUTION PAGE FOLLOWS]**

Execution Page for Design-Build Agreement between Public Building Commission of Chicago and Old Veteran Construction, Inc. with an Effective Date of May 10, 2017

This Agreement is executed by the Parties stated below, and made effective by such execution pursuant to its terms.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By: Rahm Emanuel  
Rahm Emanuel, Chairman

By: [Signature]  
Secretary

**OLD VETERAN CONSTRUCTION, INC.**

By: [Signature]  
Print Name: John Tisdall  
Title: VP

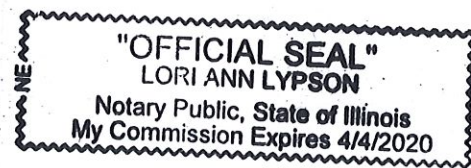
County of COOK  
State of Illinois

AFFIX CORPORATE  
SEAL, IF ANY, HERE

Subscribed and sworn before me by John Tisdall

as VP of Old Veteran Construction this 5<sup>th</sup> day of September, 2017.

[Signature]  
Notary Public  
My Commission Expires: 4/4/20



Approved as to Form and Legality:

By: Anne L. Zredd 9/12/17  
Neal & Leroy, LLC

**BOOK 1 - EXHIBIT 1  
DESIGN-BUILDER DESIGN SERVICES**

**Architect of Record Services**

1. Complete the design for the Project, schedule a minimum 3 milestone review milestones, and solicit the Commission and User Agency reviews and approvals. Complete analysis of all Project requirements, including verification of the Scope and Performance Criteria, concept design, regulatory requirements, the conditions of the site and the survey. Consult with the Commission and Using Agency to establish the final design.
2. Provide design documents for written approval at the completion of Design Development, interim Construction Document Phase, and at completion of Construction Documents.
3. Separate from milestone reviews required above; provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Commission and User Agency review.
4. The Architect shall participate in weekly meetings, provide an agenda for each meeting and document meeting minutes.
5. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.
  - a. Specifications will follow performance criteria outline format.
  - b. Specifications will identify acceptable manufacturers.
  - c. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
  - d. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
6. Prepare and professionally seal documents that will be issued for regulatory reviews, approvals and permits. Conduct reviews and submit for review/permits with required regulatory agencies, including, but not limited to, Department of Buildings, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Office of Emergency Management and Communications, Chicago Department of Water Management, and Illinois Environmental Protection Agency. Conduct and prepare a code analysis package and/or Code Matrix, including, but not limited to, the following components:
  - a. Occupancy classification.
  - b. Construction type.
  - c. Occupant load by area and floor.
  - d. Travel distances.
  - e. Accessibility.
  - f. Exit types, units and widths.
  - g. Plumbing fixture counts.
  - h. Loading berths and parking requirements.
  - i. Fire resistance requirements.
7. Facilitate a Lessons Learned walk-thru of recently constructed City College facilities with the Commission and User Agency. Document and issue for Commission and User Agency Approval a record of improvements and variations to be incorporated into design.

8. Provide coordination, support and responses in the form of information, including but not limited to narratives, specifications, and drawings concerning the design, installation and operation of Building Automation Systems (BAS) with the Commission's independent BAS Commissioning Authority.
9. Facilitate and document a Sustainable Design Plan for Commission and User Agency approval and provide follow up sessions as directed by the Commission Representative. The purpose of the Plan and meetings are to develop the appropriate design strategies and confirm that the Project's target LEED rating of silver is achievable for all project phases, and make alternative plans as required. Plan shall include LEED Checklist and narratives, including all LEED detail.
10. Provide an energy simulation model using the most current and required DOE Modeling Software
11. Preparation of Proposed Public Right of Way Amendment Plan and other documents necessary to illustrate any required amendments to the public right of way.
12. Preparation of CDOT coordination drawings to the extent required by the Commission and CDOT to coordinate site work with planned improvements by the City of Chicago and CDOT.
13. As required, prepare Request for Clarification submittals for the Commission or User Agency questions.
14. Preparation of storm water analysis and management proposal.
15. Issuance of a zoning analysis package (if required).
16. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:
  - a. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission.
  - b. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
  - c. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
  - d. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  - e. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  - f. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  - g. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  - h. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
  - i. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
  - j. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
  - k. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

- i. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
  - m. Meet with the Chicago Bureau of Electricity to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
- 17. Prepare Interior Furnishing Fixture & Equipment (FF&E) Documents to define and fix the furniture, furnishings and equipment work. Include layout drawings, specifications, and a proposed color, materials and finishes schedule, including but not limited to; brochure cuts or sketches of the furniture, furnishings equipment and accessories. Budget for FF&E shall be in accordance with the published FF&E allowance.
- 18. Prepare interim and final estimates of the probable Interior Furnishings Costs with reasonable contingencies in accordance with the published FF&E Allowance.
- 19. Prepare descriptions of manufactured items, together with General Conditions, Supplementary conditions and other documents required for the procurement and installation of the Interior Furnishings Work for the Project.
- 20. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.
- 21. Architect shall assist the commission and user agency in preparation of bidding information. All such documents shall be used for competitive bidding for furnishing and installation of the Interiors Furnishings Work.
- 22. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., advanced manufacturing equipment, furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels, or public art).
- 23. Develop a hardware and device location plan for Commission and User Agency review and approval.
- 24. Develop a campus way-finding, building way-finding, and room signage plan inclusive of design presentation materials and specifications for Commission and User Agency review and approval.
- 25. Certification of Compliance with Commission's Design Checklists submitted as part of the Book 3, Project Requirements of the Scope and Performance Criteria.
- 26. Prepare and Submit for use by the Commission an Inspection and Testing Plan forty five (45) days prior to any site construction activities. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate in the project Specifications shall be identified by specification section number. The Authorized Commission Representative upon request can provide a sample Inspection and Testing Plan for use. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project. The Inspection and Testing Plan must provide for:
  - a. Verification of responsibilities for providing inspections, tests and certificates
  - b. Scope of services for the testing and inspection services RFQ.
  - c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
- 27. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer/Design Builder shall issue MEP coordination documentation to the Commission for review. Architect Engineer shall coordinate and resolve:
  - a. Space requirements between trades and/or disciplines.

- b. Space requirements and access for maintenance and replacement all MEP equipment
  - c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment and electrical power as specified in various Divisions).
  - d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
  - e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team.
    - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
    - ii. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
    - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
    - iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
    - v. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
28. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
29. Architect Engineer shall provide no less than 16 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect Engineer's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
30. Provide installation phase services for the FF&E including but not limited to: review of required submittals, respond to RFI's, periodic observation of the installation, and issuance of "punch lists."
31. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
32. Architect Engineer to conduct interim and a final comprehensive inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
  - a. The Design Builder is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of

work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

33. Submittal, Record Document and Close requirements set forth in Book 2, Standards Terms and Conditions Procedures Manual for Design Build Projects.
34. Oversee the efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
35. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. Oversee the Design Builder's efforts to expedite the preparation and delivery of the "as-built" drawings, and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.
36. Upon completion of the all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
37. Project Close-out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project.
38. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.
39. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.
40. Assist Commission Consultants by coordinating with and providing documentation to the Consultants to aid in the development or revision of investigations and reports. Commission Consultants include but are not limited to Environmental, Survey, Geotechnical, and Traffic.

#### **Environmental Design Consultant Services**

41. Environmental Design Consultant Services.
  - a. The Design-Builder (DB) shall complete all environmental specifications for the renovation / demolitions / new construction activities, as needed, regarding:
    - i. Lead-based paint (LBP);
    - ii. Asbestos containing materials (ACM); and
    - iii. Hazardous Materials / Non-Hazardous Materials / Universal Waste;
    - iv. Existing Conditions (Hazardous Materials Assessment and Environmental Assessment);
    - v. Soil Removal and Disposal;
    - vi. Acceptance of Backfill.
  - b. The Design Builder shall ensure that the environmental specifications, environmental scope of work, etc., include procedures to manage hidden conditions discovered during the project in order to minimize delays during renovation / demolition.
  - c. The Design Builder shall follow all local, state and federal regulatory requirements and provide required specifications and procedures as necessary for managing those materials.

- d. The Design Builder shall modify the following existing PBC template abatement specifications to tailor them for the ACM abatement work utilizing an Illinois Department of Public Health (IDPH) licensed Asbestos Project Designer:
- i. 01 56 11 TEMPORARY DUST, FUME, AND ODOR CONTROL;
  - ii. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT;
  - iii. 02 82 13 ASBESTOS ABATEMENT PRIOR TO DEMOLITION;
  - iv. 02 82 14 ASBESTOS ABATEMENT FOR INTERIORS
  - v. 02 84 15 ASBESTOS ABATEMENT FOR EXTERIORS;
  - vi. 02 83 19.13 LEAD-BASED PAINT ABATEMENT
- e. The DB shall modify existing PBC template specifications as to the proper packaging, transportation and disposal / recycling of the materials identified in the Hazardous Materials Survey. The DB shall also provide cost effective methods for removing and disposing of the materials identified in the Hazardous Materials Survey. The Design Builder shall revise / develop PBC specifications for the following, as applicable to the renovation / demolition scope of work:
- i. 01 56 11 TEMPORARY DUST, FUME, AND ODOR CONTROL;
  - ii. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT; and
  - iii. 02 41 16 HAZARDOUS AND UNIVERSAL WASTE MANAGEMENT
- f. The DB shall revise/develop PBC specifications for the following, as applicable to the work:
- i. 02 65 00 UNDERGROUND STORAGE TANK REMOVAL;
  - ii. 31 23 18 SOIL, FILL, BACKFILL, CU STRUCTURAL SOIL AND CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL; and
  - iii. 31 23 23 ACCEPTANCE OF BACKFILL, TOP SOIL & CU STRUCTURAL SOIL
- g. The DB shall provide Draft Environmental Specifications (PDF and Word format) to the PBC for review and comment prior to issuing them to the sub-contractors for execution. The Design Builder shall redline changes made to the template specifications prior to submitting them to the PBC. The DB shall make any required modifications or corrections and reissue the specifications. The DB shall upload the final version to Collaborative Workspace (CW) upon completion of the specifications. Scope of work sheets and drawings are required for this project.
- h. General Environmental Manager: The DB shall provide an experienced individual to perform the following General Environmental Management (GEM) services for renovation/demolition activities which include, but are not limited to the following:
- i. Administrative Controls;
  - ii. Management and Coordination of Regulated Waste Removal and Disposal Activities;
  - iii. Waste Profiles, soil removal and disposal oversight;
  - iv. Backfill analysis review and approval;
  - v. Management and Scheduling of Air Sampling Activities During Asbestos Abatement Activities;
  - vi. Management, Scheduling and Reporting for Ambient Air Monitoring During Demolition; and
  - vii. Underground Storage Tank Removal Management, Oversight, Sampling and Reporting Services (if required).
  - viii. Attend meetings as requested by the PBC;
  - ix. Coordinating all environmental inspections and getting the inspection reports to the PBC in a timely manner for review;
  - x. Making sure all environmental inspection reports are provided in hard copy to the PBC and uploaded to CW;
  - xi. Getting all required design review deliverables to the PBC and incorporating all design review comments to the PBC's satisfaction;



- xii. Setting up all required environmental meetings and providing environmental project and deliverables status to the PBC as requested;
  - xiii. Become familiar with and institute existing asbestos and demolition specifications;
  - xiv. Review and approve environmental submittals required in the specifications, receiving environmental documentation from the Demolition / Abatement Contractors through CW;
  - xv. Coordinate and schedule environmental consultant's work tasks. The GEM will coordinate with any and all abatement, air sampling professional work, waste removal and Demolition/Abatement Contractors to schedule environmental oversight activities and will be in charge of managing the schedule of any and all environmental activities;
  - xvi. Receive, review, comment and approve all documents related to asbestos abatement, regulated waste removal, underground storage tank and air monitoring activities on behalf of the PBC;
  - xvii. Be responsible for escorting regulators around on campus and will be the on-site point of contact for any and all regulatory or public inquiries related to environmental matters;
  - xviii. Respond to any and all correspondence from local, state or federal regulators on behalf of the PBC after PBC review, and will provide corrective action negotiations when necessary;
  - xix. Perform daily inspections of environmental work activities and will observe, document and notify the PBC of any issues as required;
  - xx. Sign waste manifests on behalf of site owner;
  - xxi. Provide regulated materials management and oversight during removal and disposal activities;
  - xxii. Coordinate with Demolition/Abatement Contractor on site and shall maintain all submittal records and upload them to CW on a weekly basis;
  - xxiii. Be responsible to maintain schedules of all waste removal activities on site;
  - xxiv. Be responsible to inspect the areas where all waste is being removed and stored to ensure work was done correctly and in accordance with contract specifications;
  - xxv. Respond to site issues, unforeseen conditions, regulatory inspections / citation, site emergencies, spills, etc. on an emergency response basis and prepare a detailed comprehensive report at the conclusion of each incident;
  - xxvi. Coordinate Air Sampling Professional's (ASP) with the Demolition / Abatement Contractors and will keep a schedule of all ASP work being performed;
  - xxvii. Provide advice on technical matters during the course of the abatement and demolition activities, and as needed consultation to the PBC;
  - xxviii. Provide daily observations and documentation of the asbestos abatement work; and
  - xxix. Provide coordination for ambient air monitoring for asbestos, lead and particulates (PM10) during demolition activities.
- i. Air Sampling Professional Services: The DB shall provide Air Sampling Professional / Project Managers (ASP / PM) for the renovation/demolition activities as needed to satisfy applicable regulations such as OSHA. At a minimum, the ASP / PM shall be responsible for general asbestos abatement oversight activities, asbestos air sampling of inside and outside work areas, clearance air monitoring for asbestos abatement operations, and reporting. The ASP / PM will have to coordinate work activities with the GEM and the asbestos / demolition contractors. They will monitor abatement activities in accordance with all local, state and federal guidelines. They will review the asbestos/demolition contractor submittals including but not limited to:
- i. Notifications;
  - ii. Worker and supervisor licensing;
  - iii. Sign in sheets;
  - iv. Waste manifests;
  - v. The ASP / PM will conduct containment inspection;
  - vi. The ASP / PM will inspect the work areas and abatement procedures;
  - vii. THE ASP / PM will visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by asbestos abatement employees;
  - viii. The ASP / PM will monitor of contractor work methods including workspace cleanliness, wet work methods, bag out, and final cleaning; and

- ix. The ASP/PM will evaluate whether visible debris and asbestos containing materials have been fully removed as per the specifications.
- j. The ASP / PM shall be licensed by the IDPH and shall have Asbestos Analyst Registry (AAR) accreditation. (If the ASP / PM is not an accredited AAR then the DB shall include the PCM analytical costs). Laboratories analyzing samples (if needed) shall participate in AIHA PAT Program or analyst should be AAR. The ASP / PM will be responsible for asbestos air sampling of inside and outside work areas and clearance monitoring.
- k. Air monitoring shall be conducted in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400, counting rules and all local, state and federal requirements. The ASP/PM shall provide work area monitoring (inside and outside containments) and final clearance inspection, testing and sample analysis using phase contrast microscopy (PCM) in accordance with IDPH regulations. The timing and sequencing, including area start and finish points, of abatement must be coordinated with the PBC, the GEM and the asbestos/demolition contractor for related phases of the overall project.
- l. The DB shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:
  - i. Summary of work;
  - ii. Company and ASP / PM Name and License;
  - iii. Date and time of activities;
  - iv. Sampling methods used;
  - v. Asbestos abatement contractor;
  - vi. Daily worker log;
  - vii. Work area sign-in and out logs;
  - viii. Photographs during abatement activities (before and after);
  - ix. Notifications;
  - x. Worker and Supervisor Licensing;
  - xi. Waste Manifests;
  - xii. Analytical/filled out air sampling forms by ASP / PM;
  - xiii. Daily inspectors logs;
  - xiv. Other forms and/or logs required by state and federal regulations; and
  - xv. Provide sampling and analysis of unexpected ACM encountered during the work.
- m. Ambient Air Monitoring Services: The DB shall provide ambient air monitoring to ensure compliance with existing local, state and federal ambient air standards. Ambient air monitoring shall be performed during demolition activities for asbestos, lead and particulates (PM10). The DB shall prepare an "Ambient Air Monitoring Plan" which includes monitor locations, air sampling and analytical methodology and action levels. It is anticipated that these samples will be performed to establish a baseline demonstrating the ambient air levels of asbestos, lead and particulates during demolition activities. Once baselines are established, and if monitoring shows levels are below acceptable guidelines as stated below, with approval from PBC, the DB can demobilize the air monitors from the site. It is also anticipated these methods will be utilized for this project:
  - i. Respirable Dust (PM10) found in the Code of Federal Regulations (40 CFR, Part 50, Appendix J) or other approved method;
  - ii. Lead by the procedure found in Code of Federal Regulations (40 CFR, Part 50, Appendix G) or other approved method; and
  - iii. Asbestos (utilizing Phase Contrast Microscopy (PCM) and / or Transmission Electron Microscopy (TEM))
- n. The Design Builder shall provide a report for the project including but not limited to the following:
  - i. Company and ASP Name and License;
  - ii. Date and time of activities;
  - iii. Sampling methods used;
  - iv. Demolition contractor;

- v. Analytical / filled out air sampling forms by ASP;
  - vi. Daily inspectors logs; and
  - vii. Other forms and/or logs required by state and federal regulations
- o. **Underground Storage Tank Oversight Services:** The DB shall provide underground storage tank removal management, oversight, sampling and reporting services (if required). These services shall include, at a minimum:
- i. Following the removal of the tanks, soil samples will be collected from the excavation walls and floor. Two (2) samples shall be collected from the excavation floor below each UST and the four (4) side walls for a total of six (6) samples from each tank basin. The soil samples collected for chemical analysis will be placed into the appropriate pre-preserved sample containers provided by the laboratory. The sample jars will be labeled and immediately placed into an ice-filled cooler. The samples will be subsequently transported under proper chain-of-custody protocol to an IEPA approved analytical laboratory. Soil samples shall be analyzed for the absence/presence of Benzene, Toluene, Ethylene, and Xylene (BTEX) using USEPA Method 5035A/8260B and Polynuclear Aromatic Hydrocarbons (PNAs) by USEPA Method 8270 SIM. In addition, one soil sample will be collected for Leaking Underground Storage Tank (LUST) Priority Pollutants.
  - ii. If needed, the DB shall prepare the 20 and 45 Day Reports as required by the Illinois Environmental Protection Agency.
  - iii. The DB shall create one binder that includes the following information for each tank.
    - 1. Description of the UST removed, the location, the size, the date, time, Contractor Name, removal permit number, product and soil removed, GPS coordinates of each corner of tank basin, backfill type, analytical results and photos;
    - 2. Removal Permit; and
    - 3. Waste Records
- p. **Environmental Cost Estimate:** Provide an environmental abatement estimate based on the surveys completed. The Cost Estimate shall include detailed information for the abatement of asbestos containing materials, lead-based paint mitigation (if required); removal and disposal/recycling of hazardous and non-hazardous materials; and soil removal and disposal.
- q. **Environmental Project Manager:** The Design Builder shall provide an Environmental Project Manager (as needed) for providing consulting services related to:
- i. Review the Phase I and II Environmental Site Assessment and providing recommendations regarding management of soils in the project area;
  - ii. Preparation of an "Environmental Remediation Plan" to indicate impacted soils and disposal requirements;
  - iii. Providing submittal reviews related to soil disposal and imported materials;
  - iv. Preparation of a "Waste Management Plan"; and
  - v. Manage off-site soil disposal with a truck tracking log

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**EXHIBIT 2**  
**DOCUMENTS AND DRAWINGS ISSUED FOR SCOPE AND PERFORMANCE CRITERIA DATED**  
**MARCH 17, 2017**  
**(INCORPORATED HEREIN – CONTAINED IN CW)**

**EXHIBIT 3**  
**SCHEMATIC DESIGN PLANS AND SPECIFICATIONS PREPARED BY CANNONDESIGN DATED**  
**APRIL 24, 2017**  
**(INCORPORATED HEREIN – CONTAINED CW)**

**EXHIBIT 4**  
**DESIGN-BUILDER'S KEY PERSONNEL**  
(INCORPORATED HEREIN – CONTAINED IN PHASE I RESPONSE LOCATED IN CW)

**EXHIBIT 5 - INITIAL GUARANTEED MAXIMUM PROJECT COST FORM  
DALEY COLLEGE ENGINEERING AND ADVANCED MANUFACTURING CENTER**

Unused portions of all contingencies and allowances will be returned to the Project's budget and, ultimately, the User Agency.

Description		Cost
<b>1. Fixed General Conditions</b>		\$ <u>1,343,383</u>
<b>2. Payment and Performance Bond &amp; Insurance</b>		
	Payment and Performance Bond      \$ 300,000	\$ <u>450,000</u>
	Insurance      \$ 150,000	
<b>3. Utilities Allowance</b> (design, engineering, coordination, permitting, and construction of utilities beyond the property line)		\$ <u>400,000</u>
<b>4. Design Phase Services</b> (including but not limited to services and deliverables associated with the following areas: architecture; engineering; commissioning; environmental; utilities; way-finding; traffic; furniture, fixtures, and equipment; and associated permitting as required, etc.)*		\$ <u>1,500,000</u>
<b>5. Cost of the Work</b> (Cost of Construction + Design-Builder's Contingency + Commission's Contingency + Furniture, Fixtures, and Equipment Allowance)		
	Cost of Construction*      \$1,250,751	\$ <u>1,350,751</u>
	Design-Builder's Contingency*      \$ TBD	
	Commission's Contingency (owner directed changes and unforeseen conditions)*      \$ 100,000	
	Furniture, Fixtures, and Equipment Allowance (procurement and installation only)      \$ TBD	
<b>6. Design-Builder's Fee</b>		\$ <u>455,866</u>
<b>7. The Initial Maximum Guaranteed Project Cost</b> for the design and construction of the Daley College Engineering and Advanced Manufacturing Center will be the added values of Lines 1 + 2 + 3 + 4 + 5 + 6.		\$ <u>5,500,000</u>

\*Indicates values to be included in the MBE/WBE calculation

Proposer's Firm Name: Old Veteran Construction, Inc.  
 Contact Name: John Tisdall  
 Contact Email: John.t@ovcchicago.com  
 Contact Telephone: 773-821-9900

Signature: 











Activity ID	Activity Name	Orig Dur	Rem Dur	Activity % Complete	Total Float	Finish	3, 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019					
PERM1020	Obtain COOT Permit	8	8	0%	34	30-Aug-17																														
<b>Design-Build Permitting</b>																																				
PERM2090	DB Prepares and Submits Sewer and Water Permits	151	122	7.1%	205	07-Jul-17A																														
PERM2120	City of Chicago Approval of Sewer and Water Permit	14	13	0%	16	07-Jul-17A																														
PERM2000	DB Begins Remaining Permitting Activities	40	40	0%	16	08-Sep-17																														
PERM2030	DB Prepares and Submits MWRO Permit	20	0	0%	28	20-Sep-17																														
PERM2030	DB Prepares and Submits Illinois EPA Permit	20	20	0%	28	20-Sep-17																														
PERM2010	DB Prepares and Submits Underground Coordination Permit	18	18	0%	49	21-Sep-17																														
PERM2040	Approval of MWRO Permit	20	20	0%	28	18-Oct-17																														
PERM2050	Approval of Illinois EPA Permit	20	20	0%	28	18-Oct-17																														
PERM2060	DB Prepares and Submits Building & Elevator Permits	20	20	0%	70	16-Nov-17																														
PERM2070	DB Prepares and Submits CFD Permit	20	20	0%	70	16-Nov-17																														
PERM2090	DB Prepares and Submits Public Health Permit	20	20	0%	205	16-Nov-17																														
PERM2100	Building & Elevator Permits Review and Approvals	40	40	0%	70	15-Dec-17																														
PERM2110	Approval of CFD Permit	40	40	0%	205	15-Dec-17																														
PERM2130	Approval of Public Health Permit	40	40	0%	205	15-Dec-17																														
<b>Construction Phase</b>																																				
PREC1000	Mobilization & Pre-Construction Field Work	386	328	0%	32	26-May-17 A																														
PREC1000	Start Pre-Construction Work	10	10	100%	350	11-Aug-17 A																														
PREC1010	Prep for Relocation of South Security Entry	1	0	100%	11-Aug-17 A	16-Aug-17 A																														
PREC1020	Install temporary student sidewalk for eastern route	7	0	100%	11-Aug-17 A	18-Aug-17 A																														
PREC1030	Relocation of South Security Entry (over weekend)	3	0	100%	11-Aug-17 A	13-Aug-17 A																														
PREC1040	Provide Striping for New ADA Parking Phase in North Lot	2	0	100%	12-Aug-17 A	18-Aug-17 A																														
PREC1050	Mobilize to Site	5	0	100%	16-Aug-17 A	18-Aug-17 A																														
PREC1060	Close Existing pedestrian bridge	1	0	100%	18-Aug-17 A	18-Aug-17 A																														
PREC1070	Install Traffic Control & Signage	7	7	0%	31	21-Aug-17																														
PREC1080	Utility Location Marking	2	2	0%	36	21-Aug-17																														
PREC1090	Sawcutting for Temporary Crossing at 76th Street	7	7	0%	353	21-Aug-17																														
PREC1100	Relocate High Mast Parking Lot Light Electrical Feeds	7	7	0%	31	21-Aug-17																														
PREC1110	Install Fencing & Construction Signage	10	10	0%	8	21-Aug-17																														
PREC1120	Complete Pre-Construction Work	0	0	0%	28	01-Sep-17																														
<b>AMC Construction</b>																																				
CNST1000	Foundations & Substructure	107	107	0%	0	25-Aug-17																														
CNST1010	Strip Parking Lot at Building Footprint	6	6	0%	8	25-Aug-17																														
CNST1020	Layout for Building	5	5	0%	8	05-Sep-17																														
CNST1030	Place & Compact stone base	5	5	0%	8	05-Sep-17																														
CNST1040	Excavate for Footings/Columns	20	20	0%	8	12-Sep-17																														
CNST1050	FRPP Concrete Column Footings	26	26	0%	8	28-Sep-17																														
CNST1060	Excavate and Install Gradebeams / Foundations	20	20	0%	28	18-Oct-17																														
CNST1090	Excavate and Install UG Utilities within Building Footprint	30	30	0%	16	03-Nov-17																														
CNST1120	FRPP SOG	12	12	0%	0	11-Jan-18																														
<b>Underground Utilities</b>																																				
CNST1050	Strip West side of site	20	20	0%	28	01-Nov-17																														
CNST1060	Construct Transformer Pad, Set Transformer, Pull Cable	10	10	0%	28	01-Nov-17																														
CNST1070	Excavate & Install UG Detention System	20	20	0%	28	01-Nov-17																														
CNST1080	Install UG Utilities to Building	20	20	0%	28	01-Nov-17																														
<b>EPA Site Remediation</b>																																				
RMDN1000	Historical Document Review	366	328	100%	3	26-May-17 A																														
RMDN1010	Environmental Design Plans & Specs (Site Prep)	31	18	41.9%	150	09-Jun-17 A																														
RMDN1020	Supplemental Environmental Sampling & Investigations	5	5	0%	104	21-Aug-17																														
RMDN1040	Site Prep - Environmental Plans	15	15	0%	150	21-Aug-17																														

Project ID: PS2068R SU04A  
 Data Date: 19-Aug-17  
 Start Date: 17-Mar-17  
 Finish Date: 18-Jan-19

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Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work

Milestone  
 Summary  
 Remaining Work  
 Critical Remaining Work



Activity ID	Activity Name	Orig Dur	Rem Dur	Activity % Complete	Total Float	Start	Finish	3, 2017	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar				
RMDN-1050	SFP Reporting - CSFR/ROR/RAP	20	20	0%	104	28-Aug-17	25-Sep-17																									
RMDN-1050	Environmental Design Plans & Specs (Package 1)	10	10	0%	150	12-Sep-17	25-Sep-17																									
RMDN-1070	Construction - Remediation Base Earthwork Construction	5	5	0%	180	12-Sep-17	18-Sep-17																									
RMDN-1060	IEPA Review - Approval Period - Per Regulations	90	90	0%	104	26-Sep-17	01-Feb-18																									
RMDN-1080	Construction - Adjustment to Environmental Plans	19	19	0%	175	26-Sep-17	20-Oct-17																									
RMDN-1090	Environmental Design Plans (Package 2)	44	44	0%	150	26-Sep-17	27-Nov-17																									
RMDN-1100	Construction - Remediation Completion (Barriers Installed)	0	0	0%	3		25-Jun-18																									
RMDN-1110	SFP Reporting - RACR	19	19	0%	3	26-Jun-18	15-Jul-18																									
RMDN-1120	IEPA Review - Approval Period - Per Regulations	59	59	0%	3	24-Jul-18	15-Oct-18																									
RMDN-1130	IEPA - No Further Remediation Letter Issuance Period - Per Regulations	29	29	0%	3	16-Oct-18	26-Nov-18																									
RMDN-1140	Recording Revised NFR Letter	5	5	0%	3	27-Nov-18	03-Dec-18																									
RMDN-1150	Occupancy (PBC typically requests NFR before occupancy)	1	1	0%	3	27-Nov-18	27-Nov-18																									
<b>Superstructure</b>		153	153	0%	13	13-Nov-17	19-Jun-18																									
CNST-1100	Erect Steel Superstructure	20	20	0%	0	13-Nov-17	11-Dec-17																									
CNST-1110	Install Roof Deck	20	20	0%	0	12-Dec-17	10-Jan-18																									
CNST-1130	Install Metal Insulated Siding	81	81	0%	0	29-Jan-18	21-May-18																									
CNST-1170	Complete Roofing Installation	20	20	0%	0	22-May-18	19-Jun-18																									
<b>Interiors</b>		209	209	0%	1	09-Jan-18	31-Oct-18																									
CNST-1140	Frame Interior	60	60	0%	1	09-Jan-18	02-Apr-18																									
CNST-1150	Rough-in MEPS	100	100	0%	1	22-Jan-18	11-Jun-18																									
CNST-1160	Construct Interior CMU Walls	60	60	0%	41	22-Jan-18	13-Apr-18																									
CNST-1180	Install Finishes	80	80	0%	1	12-Jun-18	03-Oct-18																									
CNST-1190	Trim MEPS	70	70	0%	1	25-Jul-18	31-Oct-18																									
<b>Demo Existing Pedestrian Bridge</b>		24	24	0%	123	26-Sep-17	30-Oct-17																									
DEMO-1000	Start Demo of Existing Pedestrian Bridge	0	0	0%	13	26-Sep-17	29-Sep-17																									
DEMO-1010	Abate ACM	4	4	0%	13	26-Sep-17	29-Sep-17																									
DEMO-1020	Remove CCTV & Security System	4	4	0%	13	26-Sep-17	29-Sep-17																									
DEMO-1040	Prep for Bridge Demo including Shoring on both sides at 76th St	4	4	0%	13	26-Sep-17	29-Sep-17																									
DEMO-1030	Close 76th Street to Traffic	1	1	0%	13	02-Oct-17	02-Oct-17																									
DEMO-1050	Demo Existing Pedestrian Bridge over 76th Street	5	5	0%	13	02-Oct-17	06-Oct-17																									
DEMO-1020	Clean-up at 76th Street	5	5	0%	13	09-Oct-17	13-Oct-17																									
DEMO-1060	Re-Open 76th Street to Traffic	1	1	0%	13	16-Oct-17	16-Oct-17																									
DEMO-1070	Demo Existing Bridge North of 76th Street	5	5	0%	13	17-Oct-17	23-Oct-17																									
DEMO-1080	Construct Temp Exterior Partitions at existing Opening	1	1	0%	13	24-Oct-17	24-Oct-17																									
DEMO-1090	Demo & Remove Existing Elevator	3	3	0%	123	24-Oct-17	28-Oct-17																									
DEMO-1110	Area Clean-up	2	2	0%	177	27-Oct-17	28-Oct-17																									
DEMO-1100	Demo of Existing Pedestrian Bridge Completed	0	0	0%	123	30-Oct-17	30-Oct-17																									
<b>New Enclosed Pedestrian Bridge</b>		137	137	0%	131	13-Nov-17	25-May-18																									
BRDG-1000	EberFRP Concrete Piers	20	20	0%	113	13-Nov-17	11-Dec-17																									
BRDG-1010	Out opening in Existing Building	20	20	0%	131	12-Dec-17	10-Jan-18																									
BRDG-1020	Install Salvaged Panels into Opening at Old Bridge	5	5	0%	143	11-Jan-18	17-Jan-18																									
BRDG-1030	Construct New Pedestrian Bridge	40	40	0%	131	05-Feb-18	30-Mar-18																									
BRDG-1040	Install Utilities in Bridge	20	20	0%	131	02-Apr-18	27-Apr-18																									
BRDG-1050	Apply New Pedestrian Bridge Finishes	20	20	0%	131	30-Apr-18	25-May-18																									
<b>Sitework</b>		115	115	0%	0	20-Jun-18	30-Nov-18																									
SITE-1000	Site Drainage	20	20	0%	0	20-Jun-18	18-Jul-18																									
SITE-1010	Final Grading	15	15	0%	0	19-Jul-18	08-Aug-18																									
SITE-1020	Construct Cuts & Islands	20	20	0%	0	09-Aug-18	05-Sep-18																									
SITE-1030	Construct Walkways	30	30	0%	0	07-Sep-18	18-Oct-18																									
SITE-1040	Construct New Roadways & Parking	30	30	0%	0	07-Sep-18	18-Oct-18																									
SITE-1050	Install Hardscape	20	20	0%	0	19-Oct-18	15-Nov-18																									

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Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work

Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work



Activity ID	Activity Name	Orig Dur	Rem Dur	Activity % Complete	Total Float	Start	Finish	3, 2017	Apr, 2017	May, 2017	Jun, 2017	Jul, 2017	Aug, 2017	Sep, 2017	Oct, 2017	Nov, 2017	Dec, 2017	Jan, 2018	Feb, 2018	Mar, 2018	Apr, 2018	May, 2018	Jun, 2018	Jul, 2018	Aug, 2018	Sep, 2018	Oct, 2018	Nov, 2018	Dec, 2018	Jan, 2019	Feb, 2019	Mar, 2019				
SITE-1060	Install Landscape	360	360	0%	0	02-Nov-18	30-Nov-18																													
TEST-1000	Close-Out Phase	20	20	0%	0	21-Aug-17	18-Jun-19																													
TEST-1000	Testing	20	20	0%	1	01-Nov-18	29-Nov-18																													
TEST-1000	Inspections (logic lies added when Interior Buildout expanded)	2	2	0%	368	21-Aug-17	22-Aug-17																													
NSP-1000	Final Elevator Inspection	2	2	0%	368	21-Aug-17	22-Aug-17																													
NSP-1010	Final Elevator Inspection	1	1	0%	368	21-Aug-17	22-Aug-17																													
NSP-2000	Occupancy/Inspections	2	2	0%	368	21-Aug-17	22-Aug-17																													
NSP-2010	Underground Plumbing Inspection - Dept of Buildings	1	1	0%	369	21-Aug-17	21-Aug-17																													
NSP-2020	Structural Inspection - Dept of Buildings	1	1	0%	369	21-Aug-17	21-Aug-17																													
NSP-2030	Preliminary Plumbing Inspection - Dept of Buildings	1	1	0%	368	21-Aug-17	21-Aug-17																													
NSP-2040	Preliminary Electrical Inspection - Dept of Buildings	1	1	0%	369	21-Aug-17	21-Aug-17																													
NSP-2050	CFD Inspection	1	1	0%	369	21-Aug-17	21-Aug-17																													
NSP-2060	Zoning Inspection - Dept of Buildings	1	1	0%	369	21-Aug-17	21-Aug-17																													
NSP-2070	Final Plumbing Inspection	1	1	0%	368	22-Aug-17	22-Aug-17																													
NSP-2080	Final Electrical Inspection	1	1	0%	368	22-Aug-17	22-Aug-17																													
COMMISSIONING		148	148	0%	32	14-May-18	05-Dec-18																													
COMMH-1000	Pre-function checklist	10	10	0%	78	14-May-18	25-May-18																													
COMMH-1010	Duct Testing	5	5	0%	175	14-May-18	18-May-18																													
COMMH-1020	MEP equipment work complete, equipment-to-equipment connections complete	0	0	0%	78																															
COMMH-1030	Submit Systems Manual	15	15	0%	100	28-May-18	15-Jun-18																													
COMMH-1040	Pre-startup Testing	15	15	0%	78	28-May-18	18-Jun-18																													
COMMH-1050	MEP rough complete, BAS complete	0	0	0%	78																															
COMMH-1060	Submit Startup reports	10	10	0%	78	13-Jun-18	26-Jun-18																													
COMMH-1070	MEP trim complete with final connections, major floor finishes complete	0	0	0%	2																															
COMMH-1080	Test and balance	20	20	0%	32	01-Nov-18	28-Nov-18																													
COMMH-1090	Training	20	20	0%	32	01-Nov-18	28-Nov-18																													
COMMH-1100	Functional performance testing	20	20	0%	2	01-Nov-18	28-Nov-18																													
COMMH-1110	BAS programming finish (starts with project start)	0	0	0%	47																															
COMMH-1120	Flush-out	10	10	0%	2	15-Nov-18	29-Nov-18																													
COMMH-1130	Deferred/Seasonal Testing (as needed)	5	5	0%	32	29-Nov-18	05-Dec-18																													
Substantial & Final Completion		33	33	0%	0	30-Nov-18	18-Jun-19																													
CLOS-1000	Substantial Completion (per contract = 30-Nov-18)	0	0	0%	0																															
CLOS-1010	PBC Punchlist	10	10	0%	3	03-Dec-18	14-Dec-18																													
CLOS-1020	Submit As-Builts and Closeout Documentation	15	15	0%	0	03-Dec-18	21-Dec-18																													
CLOS-1030	Final Cleaning	10	10	0%	15	17-Dec-18	28-Dec-18																													
CLOS-1040	Demobilization	10	10	0%	15	17-Dec-18	28-Dec-18																													
CLOS-1050	Complete PBC Punchlist	20	20	0%	3	17-Dec-18	15-Jan-19																													
CLOS-1060	Review & Approve As-Builts & Closeout Documentation	20	20	0%	0	24-Dec-18	18-Jan-19																													
CLOS-1070	Final Completion	0	0	0%	3																															



Project ID: PS2083R SU04A  
 Data Date: 19-Aug-17  
 Start Date: 17-Mar-17  
 Finish Date: 18-Jan-19

Legend	Project ID	Revision	Checked	Approved
Remaining Level of Effort	www.temuleac.com	Revision	Checked	Approved
Actual Level of Effort				
Actual Work	21-Aug-17	DRAFT Schedule Updates 04A		
Remaining Work				
Critical Remaining Work				

**EXHIBIT 9**  
**INSURANCE AND BONDING REQUIREMENTS**

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**INSURANCE**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following Final Completion if Contractor is required to return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

**1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 for each accident or illness. Coverage will include a waiver of subrogation.

**2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for a minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. The Public Building Commission of Chicago, the Board of Trustees of Community College District No. 508 and the City of Chicago are to be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work. The ISO CG2010 0704 and the CG2037 0704 endorsements or equivalents will be utilized. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

**3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Trustees of Community College District No. 508 and the City of Chicago are to be named as Additional Insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

**4) Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste

materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Trustees of Community College District No. 508 and the City of Chicago are to be named as Additional Insureds the Board of Education of the City of Chicago and the City of Chicago, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5) **Professional Liability**

When Design-Builder performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

In the event that the Design-Builder hires an Architect/Engineer to provide primary design services, the Architect/Engineer must maintain limits of not less than \$5,000,000 per occurrence with the same terms herein. All other subconsultants/subcontractors performing professional work for Design-Builder must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) **Builders Risk**

Contractor must provide All Risk Builders Risk or Installation Floater Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior sitework. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago and the Board of Trustees of Community College District No. 508 will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Contractor.

7) **Railroad Protective Liability**

When work is to be performed within fifty (50) feet of the rail right-of-way, Contractor shall ensure that Railroad Protective Liability insurance in the name of the railroad or transit entity remains in force during the course of construction of the project entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. The policy will provide limits of \$2,000,000 per occurrence and \$6,000,000 aggregate as required by the railroad.

*Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below. Any excess or umbrella policies should follow form with the CG 24 17.*

**B. ADDITIONAL REQUIREMENTS**

Contractor must furnish the Public Building Commission, Risk Manager, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Public Building Commission of Chicago and the Board of Trustees of Community College District No. 508 reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission of Chicago, and the Board of Trustees of Community College District No. 508 and their respective employees, elected or appointed officials, agents, or representatives

The coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, and the Board of Trustees of Community College District No. 508 do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture, the insurance policies must name the joint venture as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
  - a. All required entities as Additional Insured
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 04 13 and the CG2037 04 13 or equivalent

The Public Building Commission of Chicago reserves the right to modify, delete, alter or change these requirements.

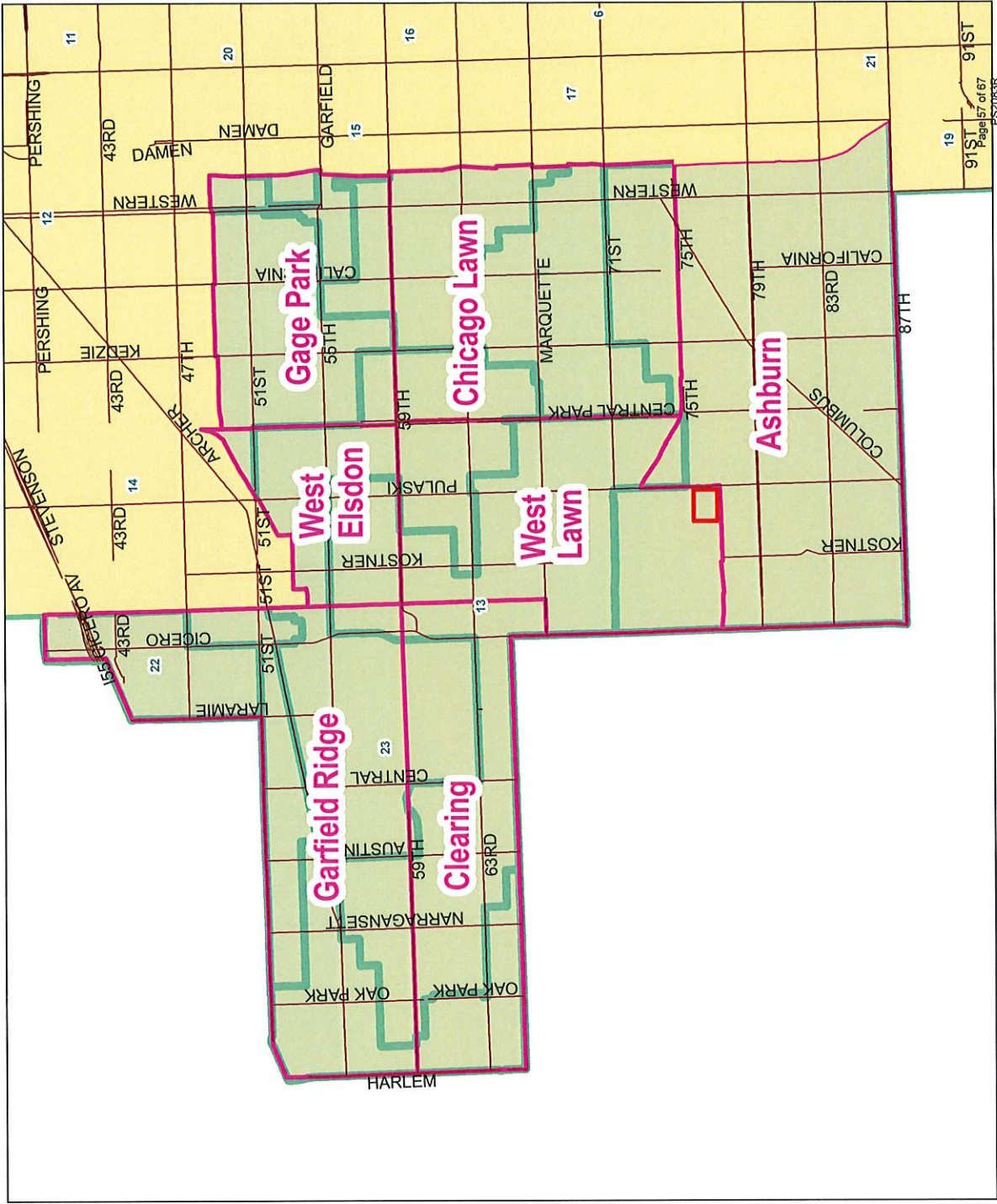
#### **PERFORMANCE AND PAYMENT BOND**

The Contractor must furnish, at its own expense, a Performance and Payment Bond, in the amount of the full Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.

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# Daley College Advanced Manufacturing Center Community Hiring Areas



- Daley College Advanced Manufacturing Center
- Ward Boundary
- Community Area

**EXHIBIT 11**  
**EEO AND WORKFORCE REQUIREMENTS WORKSHEET**  
**(TO BE COMPLETD WITH FINAL GMP)**

EXHIBIT 12  
LEGAL ACTIONS

PROPOSER: Old Veteran Construction, Inc. (OVC, Inc.)

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

QUESTION	YES	NO
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)? If yes, please provide explanation which includes issuing agency, project name, type of penalty/investigation/violation, and value of penalty.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXHIBIT 13

DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF PROPOSING FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Jose Maldonado, as Owner / President  
 Name Title

and on behalf of Old Veteran Construction, Inc. (OVC, Inc.)  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

NAME OF FIRM:	Old Veteran Construction, Inc. (OVC, Inc.)		
ADDRESS:	10942 S. Halsted Street		
CITY/STATE/ZIP:	Chicago, IL 60628		
TELEPHONE:	773.821.9900	FACSIMILE:	773.821.9911
FEIN:	36-3869999	SSN:	N/A
EMAIL:	jose.m@ovcchicago.com		
NATURE OF TRANSACTION:			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

**A. CORPORATIONS AND LLC'S**

<b>STATE OF INCORPORATION OR ORGANIZATION:</b>		Illinois
<b>AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS:</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>CITY/STATE/ZIP:</b>	Chicago, IL 60628	
<b>TELEPHONE:</b>	773.821.9900	
<b>IDENTIFY THE NAMES OF ALL OFFICERS AND DIRECTORS OF THE BUSINESS ENTITY</b> <i>(Please attach list if necessary.)</i>		
<b>NAME</b>		<b>TITLE</b>
Jose Maldonado		Owner / President
<b>IDENTIFY ALL SHAREHOLDERS WHOSE OWNERSHIP PERCENTAGE EXCEEDS 7.5% OF THE BUSINESS ENTITY</b> <i>(Please attach list if necessary.)</i>		
<b>NAME</b>	<b>ADDRESS</b>	<b>OWNERSHIP INTEREST PERCENTAGE</b>
Jose Maldonado	10942 S. Halsted Street   Chicago, IL	100 %
		%
		%
<b>LLC'S ONLY, INDICATE MANAGEMENT TYPE AND NAME: N/A</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>NAME:</b>
<b>IS THE CORPORATION OR LLC OWNED PARTIALLY OR COMPLETELY BY ONE OR MORE OTHER CORPORATIONS OR LEGAL ENTITIES?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.		

**B. PARTNERSHIPS N/A**

IF THE BIDDER/PROPOSER OR CONTRACTOR IS A PARTNERSHIP, INDICATE THE NAME OF EACH PARTNER AND THE PERCENTAGE OF INTEREST OF EACH THEREIN. ALSO INDICATE, IF APPLICABLE, WHETHER GENERAL PARTNER (GP) OR LIMITED PARTNER (LP).		
NAME	TYPE	OWNERSHIP INTEREST PERCENTAGE
N/A	N/A	N/A %
		%
		%
		%
		%

**C. SOLE PROPRIETORSHIP**

THE BIDDER/PROPOSER OR CONTRACTOR IS A SOLE PROPRIETORSHIP AND IS NOT ACTING IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANY BENEFICIARY: N/A	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IF THE SOLE PROPRIETORSHIP IS HELD BY AN AGENT(S) OR A NOMINEE(S), INDICATE THE PRINCIPAL(S) FOR WHOM THE AGENT OR NOMINEE HOLDS SUCH INTEREST.	
NAME OF PRINCIPAL(S)	
N/A	
IF THE INTEREST OF A SPOUSE OR ANY OTHER PARTY IS CONSTRUCTIVELY CONTROLLED BY ANOTHER PERSON OR LEGAL ENTITY, STATE THE NAME AND ADDRESS OF SUCH PERSON OR ENTITY POSSESSING SUCH CONTROL AND THE RELATIONSHIP UNDER WHICH SUCH CONTROL IS BEING OR MAY EXERCISED	
NAME	ADDRESS
N/A	N/A

### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or 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
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;



If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

#### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

#### I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.



The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

  
\_\_\_\_\_  
Signature of Authorized Officer

**Jose Maldonado**  
\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

**Owner / President**  
\_\_\_\_\_  
Title

**773.821.9900**  
\_\_\_\_\_  
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 15 day of February, 2017 by

\_\_\_\_\_  
(Name) as \_\_\_\_\_ (Title) of

Old Veteran Construction, Inc. (OVC, Inc.) (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal

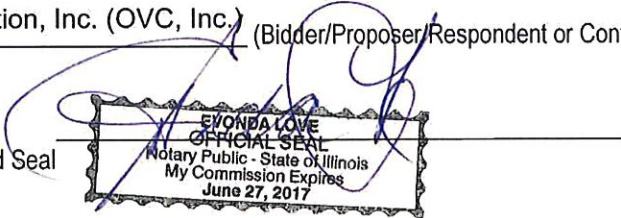


EXHIBIT 14

**DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

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

**B. CERTIFICATION**

Proposer hereby certifies as follows:

<b>THIS DISCLOSURE RELATES TO THE FOLLOWING TRANSACTION:</b>			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			
<b>DESCRIPTION OF GOODS OR SERVICES TO BE PROVIDED UNDER CONTRACT:</b>			
<b>Design / Build</b>			
<b>NAME OF PROPOSER</b>			
<b>Old Veteran Construction, Inc. (OVC, Inc.)</b>			
<b>EACH AND EVERY LOBBYIST RETAINED OR ANTICIPATED TO BE RETAINED BY THE PROPOSER WITH RESPECT TO OR IN CONNECTION WITH THE CONTRACT IS LISTED BELOW.</b>			
<b>ATTACH ADDITIONAL PAGES IF NECESSARY</b>			
<b>NAME</b>	<b>BUSINESS ADDRESS</b>	<b>RELATIONSHIP (ATTORNEY, LOBBYIST, ETC.)</b>	<b>FEES (INDICATE WHETHER PAID OR ESTIMATED)</b>
N/A	N/A	N/A	N/A
<b>CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:</b>			

The Proposer understands and agrees as follows:

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

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

  
Signature

**Jose Maldonado**  
Name (Type or Print)

**02.15.17**

Date

**Owner / President**  
Title

Subscribed and sworn to before me

this **15** day of **Feb.** 20**17**

Notary Public

