CONTRACTOR:	Sollitt/Oakley Joint Venture
CONTACT NAME:	John Pridmore
ADDRESS:	7815 S Claremont Ave.
CITY/STATE/ZIP:	Chicago, IL 60620
PHONE NUMBER:	630-860-7333
FAX NUMBER:	630-860-7347
EMAIL:	jpridmore@sollitt.com

TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1564

SOUTHEAST AREA ELEMENTARY SCHOOL HIGH SCHOOL NEW CONSTRUCTION
3930 EAST 105TH STREET
CHICAGO, ILLINOIS 60617
PROJECT #05311

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com

Any Contract entered into as a result of this bid process is governed by: Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts" and Book 3 "Technical Specifications" and the Drawings.

ISSUED FOR BID ON FEBRUARY 3, 2015

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I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 3 is the Technical Specifications for the work to be performed on this project. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

II. PROJECT INFORMATION

A. General Information

1. Bids will be received by the Public Building Commission of Chicago for the following Project in accordance with the Contract Documents set forth below:

SOUTHEAST AREA ELEMENTARY SCHOOL HIGH SCHOOL NEW CONSTRUCTION
3930 EAST 105TH STREET
CHICAGO, ILLINOIS 60617
PROJECT #05311

2. General Description of Scope of Work:

   As further described in the detailed specifications and drawings, the project consists of construction of a new 111,000 GSF, 1200 student, 3-story elementary school located at 3930 East 105th Street. The school will include 44 academic classrooms, 2 computer labs, 3 science classrooms, 3 art/science classrooms, 2 music rooms, kitchen and dining facilities, gymnasium, library, and administrative suite. Building construction will be concrete and steel frame over spread concrete footings and an exterior envelope consisting of cold formed steel studs and masonry veneer. Site improvements comprising of a new parking lot for 51 cars, storm water management improvements, new sidewalks at south and northeast of parking lot and main property, new vehicular drive at west edge of property, and a refuse / delivery area at southeast of project site.

   The new building and site will be designed and constructed to achieve a minimum LEED for Schools 2009 Certified rating as defined by the U.S. Green Building Council.

3. Construction Budget: $31,000,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 10th ward
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Ms. Patricia Montenegro, Contract Officer by (email) Patricia.Montenegro@cityofchicago.org or (fax) 312-744-3572.
8. Contract Documents Available at: BHFX, 19 South Wabash, Chicago, IL 60603, telephone number: 312-782-2226.
9. Online Contract Documents Available at: http://planroom.bhfx.net/pnonline/notallowed.asp?a=project
10. Pre-Bid Meeting Date, Time, and Location: Tuesday, February 10, 2015 at 9:30 a.m. in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.

11. Mandatory Technical Review Meeting for Pre-Qualified Bidders: Tuesday, February 10, 2015 at 10:00 a.m. in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602. An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:45 a.m. will not be permitted to bid.

    *NOTE: Only Pre-qualified Bidders who attend the Technical Review Meeting will be eligible to bid.

12. Bid Opening Date and Time: Thursday, February 26, 2015 at 11:00a.m.
13. Amount of Bid Deposit: 5% amount of bid
14. Amount of Commission's Contract Contingency: $625,000.00
15. Document Deposit: N/A
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: 24% MBE and 4% WBE
18. Source of Funding: State
19. Pre-Award meeting: The Lowest Responsive and Responsible Bidder shall be required to attend a Pre-Award Meeting the day following the scheduled Bid Due Date to verify past experience and familiarity with this project.

    The Lowest Responsive and Responsible Bidder shall be required to bring representatives of all sub-contractors intended to be assigned to the project.

B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and a Superintendent to the Project effective as of the date of Notice to Proceed and effective until Final Acceptance. The Project Manager and Superintendent must be at the Project Site full time from the date of commencement of construction activities through Final Completion and Acceptance of the Work (including the completion of all Punch List Work.) (Must be separate Project Manager and Superintendent.)

C. Time of Completion

Substantial Completion must be achieved no later than June 1, 2016.

Schedule Milestones must be completed as follows:

Milestone Description	Milestone Date
Schedule Milestone 1: Completion of all work within the limits of **Area-A** (New Building and Site Development)	June 3, 2016 **(Substantial Completion)**
Schedule Milestone 2: Completion of all work within the limits of **Area-B**	June 17, 2016
Schedule Milestone 3: Completion of all work within the limits of **Area-C** (Parking Lot and associated Public Right of Way Work)	August 5, 2016

D. Commission's Contract Contingency

1. The Commission's Contract Contingency for this project is: $625,000.00.
2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

E. Copies of Drawings and Specifications Furnished

The Commission will furnish to the Contractor one (1) hard copy set of Drawings and Specifications and one CD, if desired, for the execution of the Work to registered bidders only. The Contractor is responsible for obtaining additional copies at its own cost.

F. Liquidated Damages

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph C above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

Milestone Date	Liquidated Damage Amount
Schedule Milestone 1: June 3, 2016 (Substantial Completion)	$2,500 per day
Schedule Milestone 2: June 17, 2016	$1,000 per day
Schedule Milestone 3: August 5, 2016	$1,000 per day

not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.

3. Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

G. Prevailing Wage Rates

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of Labor.

III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of Patricia Montenegro at patricia.montenegro@cityofchicago.org no later than Wednesday, February 11, 2015 at 12:00 p.m.

B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, Attn: Patricia Montenegro, Contract Officer, email; Patricia.Montenegro@cityofchicago.org or by fax 312-744-3572.

Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Proposal and Execution Documents-Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

C. Inspection of Site

Bidder shall inspect the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the difficulties and restrictions attending the performance of this Contract. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

The following date has been scheduled for a site visit walk-thru:

NO SITE VISIT

D. Pre-Qualification of Bidders

1. Unless otherwise indicated in Part II "Project Information", the Commission has previously issued Request for Statement of Qualifications (SOQ) to approve the qualifications of firms to perform work on the Project. Responses to the SOQ were evaluated by the Commission on the basis of the criteria set forth in the SOQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified", and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.

2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

E. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

F. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
   a. Contractor's Bid Form
   b. Bid Guarantee
   c. Basis of Award (Award Criteria)
   d. Unit Prices
   e. Affidavit of Non-collusion
   f. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
   g. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
   h. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
7. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

G. Bid Deposit

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
   a. Non-withdrawal of the bid after date and time of opening.
   b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

H. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part II.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.

3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.

4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.

5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.

6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

I. Affidavit of Non-Collusion

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

J. MBE and WBE Commitments

Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed Schedule D-Affidavit of General Contractor regarding M/WBE Participation and Schedule B- Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:

The apparent low bidder must provide complete Schedule C- Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.

K. Local Business Subcontracting Participation and Community Hiring

In order to ensure that local businesses that provide subcontracting work to General Contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

1. Local Subcontracting Requirement

   a. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.

   b. General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.

   c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.

2. Community Hiring Requirement. At least 7.5% of the project labor must be performed by "Project Community Residents" as defined in Section II.A.6 and included on the "Project Community Area Map" in Exhibit #3. The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be complied through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. In order to comply with the Community Hiring requirement, the Contractor must hold a minimum of (2) application intake sessions in the designated Project Community as depicted on Exhibit (3) and compile an applicant database.

3. {INTENTIONALLY OMITTED}

L. Disclosure of Retained Parties

The apparent low Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

M. Submission of Bid

1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
2. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

N. Withdrawal of Bids before Bid Opening

Any Bidder may withdraw its bid by letter, facsimile, e-mail request, or by personally securing, with proper identification, the submitted bid proposal at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

O. Opening of Bids

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

P. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

Q. Basis of Award

Award will be made to the responsible Bidder submitting the lowest Award Criteria and otherwise responsive to all the requirements of the Contract Documents.

R. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the requirements.

3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.

4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the 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.

5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

S. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.

2. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

T. Licensing

In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of its (Class A) General Contractor License issued by the Department of Buildings of the City of Chicago.

U. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.

2. The Bidder agrees its bid shall remain valid for a period of up to 60 days after receipt of bid and the bid cannot be withdrawn until that time.

3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.

4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

5. Upon award of Contract, the Commission will process the Contract for final execution.

6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

V. Alternates-Commission Discretion

{INTENTIONALLY OMITTED}

W. Project Labor Agreement

1. All Contractors must comply with the Board of Education for the City of Chicago Multi-Project Labor Agreement enacted in June 2005.

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1559, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

1

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the SOUTHEAST AREA ELEMENTARY SCHOOL NEW CONSTRUCTION located at the Site designated as required by and in strict accordance with the Contract Documents for Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the Contract Price listed on the next page.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "Project Information."

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

Payment for the Work will be made in the manner set forth in Book 2 the Standard Terms and Conditions.

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

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

B. BID FORM

LINE	ITEM	AMOUNT
1.	WORK	$28,702,665.00
2.	COMMISSION'S CONTRACT CONTINGENCY	$ 625,000.00
3.	SITE WORK ALLOWANCE	$ 500,000.00
4.	CAMERA EQUIPMENT ALLOWANCE	$ 200,000.00
	TOTAL BASE BID (1+2+3+4)	$ 30,027,665.00
	AWARD CRITERIA FIGURE (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)	$ 28,661,406.00

SURETY: Please specify full legal name and address of Surety:

Travelers Casualty and Surety Company of America

215 Shuman Blvd.

Naperville, IL 60126

C. SITE WORK ALLOWANCE SCHEDULE

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	$40.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	$48.00
3	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	$20.00
4	Excavation, loading, transportation and disposal of in-place clean construction or demolition debris and uncontaminated soil	Tons	$25.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	$50.00
8	UST Removal (Tank < 2000 gal capacity)	Each	$4,500.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	$450.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	$2,000.00
18	Contaminated water-hauling and disposal of drums	Drums	$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	$0.10
21	Furnish, place and set base material CA-1 Stone (RECYCLED)	Ton	$16.00
22	Furnish, place and set base material CA-1 Stone (VIRGIN)	Ton	$20.00
23	Load on-site base materials, place and set CA-1 Stone	Cubic Yards	$8.00

24	Furnish, place and compact aggregate material CA-6 (RECYCLED)	Ton	$20.00
25	Furnish, place and compact aggregate material CA-6 (VIRGIN)	Ton	$22.00
26	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	$8.00
27	Furnish, place and set drainage material CA-7 (RECYCLED)	Tons	$18.00
28	Furnish, place and set drainage material CA-7 (VIRGIN)	Tons	$20.00
29	Excavate, place and set on-site drainage material CA-7	Cubic Yards	$8.00
30	Furnish and place geotextile filter fabric	Square Yard	$7.00
31	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	$2,000.00
32	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	$185.00
33	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	$250.00

Total Site Work Allowance Fund = $500,000.00

NOTES:

1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
3. Authorized additional excavation means excavation below subgrade elevations as shown in the Plans and Specifications due to the presence of unsuitable soil materials as determined by the Commission Representative.
4. The unit prices in this allowance schedule include all overhead and profit.
5. All unused portions of the allowance funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and Acceptance of the Work.

D. ACCEPTANCE OF THE BID

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Lori Ann Lypson, Secretary

Mayor Rahm Emanuel, Chairman

CONTRACTING PARTY

Sollitt/Oakley Joint Venture
Contractor Name

790 N. Central Ave., Wood Dale, IL 60191
Address

IF A CORPORATION:

Name: _____

Title: _____

Signature: _____

ATTEST BY: _____ _____
Secretary

IF A PARTNERSHIP:

Partner (Signature) _____
Augustine Afriyie

Oakley Construction Company, Inc.
7815 S. Claremont Ave., Chicago, IL 60620
Address

Partner (Signature) _____
John Pridmore

The George Sollitt Construction Company
790 N. Central Ave., Wood Dale, IL 60191
Address

Partner (Signature) _____

_____
Address

IF A SOLE PROPRIETORSHIP:

_____
Signature

_____
Address

NOTARY PUBLIC

County of Dupage State of IL

Subscribed and sworn to before me on this 26th day of February, 2015.

_____ (SEAL)
Notary Public Signature

"OFFICIAL SEAL"
NANCY PLANEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/28/2017

Commission Expires: 11/28/2017

APPROVED AS TO FORM AND LEGALITY

_____ Date: 4/29/15
Neal & Leroy, LLC

E. ALTERNATES

ACCEPTED BY THE COMMISSION		ALTERNATE DESCRIPTION	PROPOSED ALTERNATE PRICE
Yes ☐	No ☐	{INTENTIONALLY OMITTED}	$

V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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 the Award Criteria formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the total Base Bid or Base Contract Price will be awarded to the responsible bidder with the lowest Award Criteria Figure. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria 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.

1. Instructions

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula.

2. Award Criteria Formula

Line 1.	Total Base Bid (Refer to Line 5 of BID FORM), in figures	See Total Base Bid on Bid Form Page 11
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.50)	.18.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	

Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	~~0~~ .05
Line 9.	Multiply Line 8 by Line 1 by 0.04	
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	.10
Line 11.	Multiply Line 10 by Line 1 by 0.03	
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	~~0~~ .05
Line 13.	Multiply Line 12 by Line 1 by 0.01	
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): $ See Award Criteria Figure on Page 11

3. **Community Hiring Bonuses**

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

a. In calculating the hours worked by minority and women Journeyworkers, apprentices, and laborers under the Award Criteria set out in Part V.A. "Basis of Award (Award Criteria)," all hours worked by minority and women Journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.

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

Definitions

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

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Section II, A.6 above.

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

4. **Liquidated Damages**

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

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

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

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

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

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

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

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

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

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

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

d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

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

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

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

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

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

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

6. **Major Trades**

Asbestos Workers
Boiler Makers
Bricklayers
Carpenters
Cement Masons
Electricians
Elevator Construction
Glaziers
Machinists
Machinery Movers
Ornamental Iron Workers
Lathers
Operating Engineers
Painters
Pile Driver Mechanics
Pipe Fitters/Steam Fitters
Plasterers
Plumbers
Roofers
Sheet Metal Workers
Sprinkler Fitters
Technical Engineers
Truck Drivers
Tuck Pointers

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

7. **Trade Participation - For Information Only**

The following information must be supplied by the Contractor for the purposes of evaluating figures supplied in the Award Criteria Formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Contractor's work force or any Subcontractor which will be active on this project.

TRADE PARTICIPATION	PERCENT OF MINORITY
See Attached	

TRADE PARTICIPATION

Carpenters	50%
Laborers	50%
Bricklayers	33%
Plumbers	33%
Electricians	25%
Sheetmetal Workers	33%
Pipe Fitters	33%
Iron Workers	5%

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

John Pridmore, being first duly sworn, deposes and says that:

(1) He/She is
President
(Owner, Partner, Officer, Representative or Agent) of
The George Sollitt Construction Company,
the Bidder that has submitted the attached Bid;

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

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

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

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

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

(Signed)

President
(Title)
Subscribed and sworn to before me this 26th day of February 20 15

Office Manager
(Title)
My Commission expires: 11/28/2017

"OFFICIAL SEAL"
NANCY PLANEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/28/2017

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Augustine Afriyie, being first duly sworn, deposes and says that:

(1) He/She is
President
(Owner, Partner, Officer, Representative or Agent) of
Oakley Construction Company, Inc.,
the Bidder that has submitted the attached Bid;

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

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

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

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

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

(Signed)

President
(Title)
Subscribed and sworn to before me this 26th day of February 20 15

Office Manager
(Title)
My Commission expires: 11/28/2017

"OFFICIAL SEAL"
NANCY PLANEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/28/2017

SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE *firms. In such case, however, a written joint venture agreement among the* MBE/Non-MBE or WBE/Non-WBE *firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.*

A. Name of joint venture: Sollitt/Oakley Joint Venture

B. Address of joint venture: 7815 S. Claremont Ave.
Chicago, IL 60620

C. Phone number of joint venture: 630-860-7333

D. Identify the firms that comprise the joint venture

Oakley Construction Company, Inc.

The George Sollitt Construction Company

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

See the Joint Venture Agreement dated February 26, 2015

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

See PBC RFQ for Prequalification to bid as General Contractor dated December 4, 2014 submitted by The George Sollitt Construction Company.

E. Nature of joint venture's business

General Contractor

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 24 %

H. Specify as to:

1. Profit and loss sharing 24 %

2. Capital contributions, including equipment 24 %

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

None

SCHEDULE B - Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

None

I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions
See Joint Venture Agreement dated February 26, 2015

2. Management decisions such as:

   a. Estimating
   See Joint Venture Agreement dated February 26, 2015

   b. Marketing and Sales
   See Joint Venture Agreement dated February 26, 2015

   c. Hiring and firing of management personnel
   See Joint Venture Agreement dated February 26, 2015

   d. Other
   See Joint Venture Agreement dated February 26, 2015

3. Purchasing of major items or supplies
See Joint Venture Agreement dated February 26, 2015

4. Supervision of field operations
See Joint Venture Agreement dated February 26, 2015

5. Supervision of office personnel
See Joint Venture Agreement dated February 26, 2015

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

See Joint Venture Agreement dated February 26, 2015

The George Sollitt Construction Company will provide accounting services

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

See Joint Venture Agreement dated February 26, 2015

J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

SCHEDULE B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the joint venture is a subcontractor.

The George Sollitt Construction Co.
Name of Joint Venturer

Signature

John Pridmore
Name

President
Title

February 26, 2015
Date

State of IL County of DuPage

On this 26th day of February, 20 15

before me appeared (Name)

John Pridmore,

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Sollitt/Oakley Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Notary Public

Commission expires: 11/28/2017
(SEAL)

Oakley Construction Company, Inc.
Name of Joint Venturer

Signature

Augustine Afriyire
Name

President
Title

February 26, 2015
Date

State of IL County of DuPage

On this 26th day of February, 20 15

before me appeared (Name)

Augustine Afriyie,

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Sollitt/Oakley Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Notary Public

Commission expires: 11/28/2017
(SEAL)

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

Name of Project: Southeast Area Elementary School High School New Construction

Project Number 05311

FROM:

Oakley Construction Company, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Sollitt/Oakley Joint Venture and Public Building Commission of Chicago
(Name of Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 5/29/2015. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Site & Building Concrete, Structural Steel & Miscellaneous Metals, Masonry, Rough & Finish Carpentry (Self Performed), Miscellaneous Specialties (Division 10), General Conditions

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

$7,206,640.00

TONI PRECKWINKLE
PRESIDENT
Cook County Board
of Commissioners

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR
118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

May 29, 2014

Mr. Augustine Afriyie, President
Oakley Construction Co. Inc.
7815 South Claremont Avenue
Chicago, IL 60620

Annual Certification Expires: May 29, 2015

Dear Mr. Afriyie:

Congratulations on your continued eligibility for Certification as an MBE by Cook County Government. This MBE Certification is valid until May 29, 2015.

As a condition of continued Certification, you must file a "Re-Certification Affidavit" within sixty (60) business days prior to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an MBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

General Contractor: Concrete and Carpentry

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

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/lar

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

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

_____

_____

_____

_____

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

SUB-SUBCONTRACTING LEVELS
$100,000.00 6.6% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
_____ 0% of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

BY:

Wolf Mechanical, Inc.
Name of MBE/WBE Firm (Print)

Cindy McCarty
Signature

Cindy McCarty
Name (Print)

February 26, 2015
Date

847-540-2059
Phone

IF APPLICABLE:
BY:

_____
Joint Venture Partner (Print)

_____
Signature

_____
Date

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

_____
Phone

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

NAICS Code(s):
238220 – Ventilating Contractors

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/gc

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

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

BY:

Sollitt/Oakley Joint Venture
Name of Contractor (Print)

February 26, 2015
Date

630-860-7333
Phone

Signature

John Pridmore
Name (Print)

IF APPLICABLE:

BY:

Oakley Construction Company, Inc.
Joint Venture Partner (Print)

February 26, 2015
Date

773-434-1616/773-434-2134
Phone/FAX

Signature

Augustine Afriyie
Name (Print)

MBE _X_ WBE ___ Non-MBE/WBE ___

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Erin Lavin Cabonargi, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mrs. Cabonargi:

RE: Contract No. _____

Project Title: _____

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

_____

_____

_____

Documentation attached: yes____ no____

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

_____
Signature

_____
Print Name

_____
Title

_____
Name of Firm

Statement of Bidder's Qualifications (1 of 2)

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder: Sollitt/Oakley Joint Venture

Submitted By: John Pridmore

Title: Representative

Address: 7815 S. Claremont Ave.
Chicago, IL 60620

Local Telephone No. and Fax No.: 630-860-7333 630-860-7347

How many years operating as contractor for work of this nature? See Prequalification Statement

List of recently completed contracts of similar dollar value and scope of work.

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
	See Prequalification Statement			

Statement of Bidder's Qualifications (2 of 2)

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

(a) Corporation Name _____

(b) State and City in which incorporated _____

(c) If incorporated in another state, is firm authorized to do business in the State of Illinois? Yes ☐ No ☐

(d) Name and address of registered agent in Illinois

_____

(e) Names and titles of officers authorized to sign contracts

_____ _____
Name Title

_____ _____
Name Title

If submitted by a partnership:

(a) Firm Name Sollitt/Oakley Joint Venture

(b) Official Address 7815 S. Claremont Ave., Chicago, IL 6020

(c) Names of all Partners: Oakley Construction Company, Inc.
The George Sollitt Construction Company

If submitted by an individual:

(a) Firm Name _____

(b) The Owner _____

(c) Official Address _____

_____
Signature of Affiant John Pridmore

Subscribed and sworn to before me this 26th day of February 2015

_____
Notary Public
My Commission expires: 11/28/2017

"OFFICIAL SEAL"
NANCY PLANEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/28/2017

Disclosure of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: New Construction
   a. Description of goods or services to be provided under Contract
      General Contracting for the Southeast Area Elementary School
      High School New Construction
2. Name of Contractor: Sollitt/Oakley Joint Venture
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

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

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

4. The Contractor understands and agrees as follows:

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

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

   c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor 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 Contractor and that the information disclosed herein is true and complete.

Signature

February 28, 2015
Date

John Pridmore
Name (Type or Print)

Representative
Title

Subscribed and sworn to before me
this 26th day of February, 2015 (SEAL)

"OFFICIAL SEAL"
NANCY PLANEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/28/2017

Notary Public

Commission expires: 11/28/2017

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. C1564

PERFORMANCE AND PAYMENT BOND **Contract No.**
Bond No. 106209673 **C1564**

KNOW ALL MEN BY THESE PRESENTS, that we, The George Sollitt Construction Company, Inc. , a Corporation, organized and existing under the laws of the State of Illinois, with offices in the City of Wood Dale, State of Illinois, and Oakley Construction Company, Inc., a Corporation existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, and collectively referred to as 'SOLLITT/OAKLEY JOINT VENTURE', as _____ Principal, and Travelers Casualty and Surety Company of America

a corporation organized and existing under the laws of the State of CT, with offices in the State of * Illinois *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of THIRTY MILLION TWENTY-SEVEN THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated March 10, 2015, for the fabrication, delivery, performance and installation of:

Southeast Area Elementary School New Construction
3930 East 105th Street
Chicago, IL 60617

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or

arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of THIRTY MILLION TWENTY-SEVEN THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. C1564

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this March 11, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Sollitt/Oakley Joint Venture
Name

7815 S. Claremont Ave.
Business Address

Chicago, IL 60620
City State

CORPORATE SEAL

ATTEST:

BY _____
Secretary
Title

BY _____
Secretary
Title

215 Shuman Blvd., Naperville, IL 60563
Business Address & Telephone 630-961-7002

BY _____ (Seal)
Individual Principal

_____ (Seal)
Individual Principal

THE GEORGE SOLLITT CONSTRUCTION COMPANY, INC.
Corporation

BY _____
President
Title

OAKLEY CONSTRUCTION COMPANY, INC.
Corporation

BY _____
Vice President
Title

Corporate Surety Travelers Casualty and Surety Company of America

_____
Title Amy E. Callahan, Attorney-In-Fact
CORPORATE SEAL

FOR CLAIMS *(Please Print)*:
Contact Name: Todd Baraniak

Business Address: 215 Shuman Blvd., Naperville, IL 60563

Telephone: 630-961-7002 Fax: 866-216-5979

The rate of premium of this Bond is $ 5.80 per thousand. **
Total amount of premium charged is $ 174,160.00 **

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.
** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. C1564

BOND APPROVAL

BY

_____

Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Thomas Baker, certify that I am the _____ Secretary of The George Sollitt Construction Co., corporation named as Principal in the foregoing performance and payment bond, that John Pridmore who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 12 day of MAR, 2015.

CORPORATE SEAL

CERTIFICATE AS TO CORPORATE SEAL

I, Akua Kwateng-Bonsu, certify that I am the _____ Secretary of Oakley Construction Company, Inc., corporation named as Principal in the foregoing performance and payment bond, that Anthony S Kwateng who signed on behalf of the Principal was then Vicd President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 13 day of March, 2015.

CORPORATE SEAL

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226336

Certificate No. 005777496

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Amy E. Callahan, and Peter S. Forker

of the City of Arlington Heights, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of January, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 29th day of January, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

_____
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Document Submittal Checklist

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. X Contractor's Bid
2. X Bid Guarantee
3. X Acceptance of the Bid
4. X Basis of Award (Award Criteria)
5. X Unit Prices (If applicable)
6. X Affidavit of Non-Collusion
7. X Schedule B – Affidavit of Joint Venture (if applicable)
8. X Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9. N/A Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10. X Proof of Ability to Provide Bond
11. X Proof of Ability to Provide Insurance
12. X General Contractor's License
13. X Disclosure of Retained Parties (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

City of Chicago
Department of Buildings
General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

THE GEORGE SOLLITT CONSTRUCTION CO
790 N CENTRAL AVE
WOOD DALE IL 60191-

LICENSE CLASS: **(A) ALL PROJECTS - NO RESTRICTIONS**

LICENSE NUMBER: **TGC04311**

CERTIFICATE NUMBER: **GC04311-11**

FEE: **$ 2000**

DATE ISSUED: **03/13/2014**

DATE EXPIRES: **04/21/2015**

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Rahm Emanuel
Rahm Emanuel
Mayor

Felicia Davis
Commissioner

City of Chicago
Department of Buildings
General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

OAKLEY CONSTRUCTION CO, INC
7815 S. CLAREMONT AVENUE
CHICAGO IL 60620-

LICENSE CLASS: **(A) ALL PROJECTS - NO RESTRICTIONS**

LICENSE NUMBER: **TGC04283** CERTIFICATE NUMBER: **GC04283-11**

FEE: **$ 2000**

DATE ISSUED: **04/17/2014**

DATE EXPIRES: **04/16/2015**

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Rahm Emanuel
Rahm Emanuel
Mayor

Felicia Davis
Commissioner

TONI PRECKWINKLE
PRESIDENT
Cook County Board
of Commissioners

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

LIZABETH ANN DOODY GORMAN
17th District

OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR
118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

May 29, 2014

Mr. Augustine Afriyie, President
Oakley Construction Co. Inc.
7815 South Claremont Avenue
Chicago, IL 60620

Annual Certification Expires: May 29, 2015

Dear Mr. Afriyie:

Congratulations on your continued eligibility for Certification as an **MBE** by Cook County Government. This **MBE** Certification is valid until **May 29, 2015.**

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) business days prior** to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

General Contractor: Concrete and Carpentry

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

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/lar

CMS

ILLINOIS Pat Quinn, Governor
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

August 4, 2014

RECEIVED

Augustine Afriyie
Oakley Construction Co Inc
7815 S Claremont Ave
Chicago, IL 60620-5812

Certification Term Expires: May 29, 2015

Re: MBE Recognition Certification Approval
(Cook County)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Cook County's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the Cook County.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, DRY WALL
GENERAL CONTRACTING
SERVICES, MISC.
SERVICES, RESTORATION

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,

8/4/14

Carlos Gutierrez
Certification Manager
Business Enterprise Program

(L59MBE)

EXHIBIT #1 Cook County Prevailing Wage for January 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.		BLD		39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN		ALL		44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD		41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD	1	47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	2	45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	3	43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	4	41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	5	50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	6	48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	7	50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	1	52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	2	50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	3	45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	4	37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	5	53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000	0.650
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		39.700	42.700	1.5	1.5	2.0	8.280	10.06	0.000	0.530
SHEETMETAL WORKER		BLD		41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350

STONE MASON			BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030	
~~SURVEY WORKER~~	~~NOT IN EFFECT~~				ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	
0.000 0.500													
TERRAZZO FINISHER			BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620	
TERRAZZO MASON			BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820	
TILE MASON			BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920	
TRAFFIC SAFETY WRKR			HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500	
TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000	
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000	
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000	
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000	
TUCKPOINTER			BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650	

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.
The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but

not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material,mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate,travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled);

Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the

classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

EXHIBIT #2 Insurance Requirements

Construction Board of Education (CBOE)
C1564 Southeast Area Elementary School #05311

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

INSURANCE TO BE PROVIDED

1) **Workers' Compensation and Employers Liability (Primary and Umbrella)**

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 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

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

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 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 minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. 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 Education of the City of Chicago and the City of Chicago are to be named as Additional Insured 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 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 Contractor performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than $1,000,000 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.

Subcontractors performing professional work for Contractor 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 Education of the City of Chicago 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.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, 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 any insurance policy has 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 insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach 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 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.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the Board of Education of the City of Chicago and the City of Chicago.

The insurance 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, the Board of Education of the City of Chicago and the City of Chicago will 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 or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

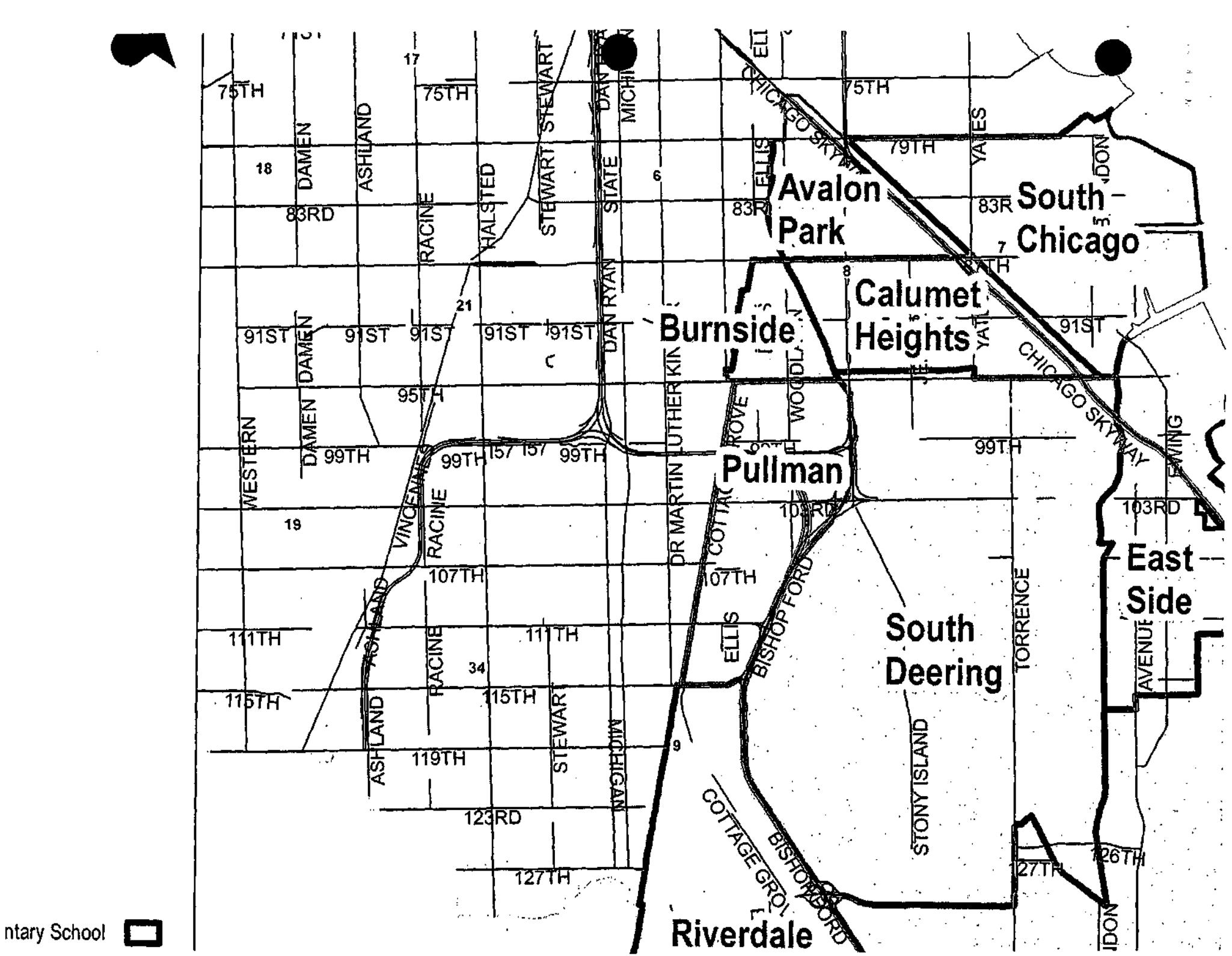
The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

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 and CG2037

The Public Building Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.



ntary School

CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE **CITY OF CHICAGO**, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: GEORGE SOLLITT CONSTRUCTION CO

DBA: GEORGE SOLLITT CONSTRUCTION CO
AT: 790 N. CENTRAL
WOOD DALE, IL 60191-1263
1ST

PRINTED ON:
04/03/2013

LICENSE NO.: 16908 CODE: 1010 FEE: $****250.00

LICENSE: Limited Business License

PRESIDENT:JOHN D. PRIDMORE
SECRETARY:THOMAS BAKER

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF MAY ,2013

EXPIRATION DATE: May 15, 2015

ATTEST:

Rahm Emanuel
MAYOR

Susana A. Mendoza
CITY CLERK

ACCOUNT NO. 6962
TRANS NO.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shawn Walker
Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	PHONE (A/C, No, Ext): (847) 797-5700 FAX (A/C, No): 847-440-9123 E-MAIL ADDRESS: swalker@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	15350
INSURER B : Lexington Insurance Company	19437
INSURER C : CATLIN SPECIALTY	15989
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
Sollitt/Oakley Joint Venture 790 N. Central Avenue Wood Dale IL 60191-1266	GEORSOL-02

COVERAGES **CERTIFICATE NUMBER:** 1817632383 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL20774920301	6/30/2014	6/30/2015	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$4,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			CA20774910302	6/30/2014	6/30/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CU2077493	6/30/2014	6/30/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC207749102	6/30/2014	6/30/2015	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Pollution Liability			CPO64856039	3/18/2015	3/18/2016	Limit: $5M per occ/ag	Ded: $25,000
C	Professional Liability			CPL6791571115	11/14/2014	11/14/2015	Limit: $3M agg	Ded: $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

RE: #15009 – C1564 Southeast Area Elementary School #05311.

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Automobile Liability policies on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project:
See Attached...

CERTIFICATE HOLDER

The Public Building Commission of Chicago
Procurement Department
Richard J. Daley Center, Room 200
Chicago IL 60602

ok eryan
3/19/2015

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel R. Kfarago

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COI_SollittOakley_ecr_1564cSEAES_20141114 05311-03-09-02

ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 3/17/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg, IL 60173	PHONE (A/C, No, Ext): (847) 797-5700 COMPANY Hanover Insurance Company 333 West Pierce Road Itasca IL 60143
FAX (A/C, No): (847) 440-9130 E-MAIL ADDRESS: swalker@assuranceagency.com	
CODE: SUB CODE:	
AGENCY CUSTOMER ID #: GEORSOL-02	
INSURED Sollitt/Oakley Joint Venture 790 N. Central Avenue Wood Dale, IL 60191-1266	LOAN NUMBER POLICY NUMBER: IHCA579103
	EFFECTIVE DATE: 03/18/2015 EXPIRATION DATE: 08/18/2016 ☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
RE: Sollitt Project #C15009 - C1564 Southeast Area Elementary School #05311, 3930 East 105th Street, Chicago, IL 60602.

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage:		
Limit at Any One Location / Per Disaster:	$30,027,665	$5,000
Flood:	$5,000,000	$25,000
Earthquake:	$5,000,000	$25,000

REMARKS (Including Special Conditions)

**All Coverages are Subject to Policy Exclusions.

Please note that the following entities are added as Additional Named Insureds to the Builders Risk Coverage:
-The Board of Education of the City of Chicago
-The Public Building Commission of Chicago
-The City of Chicago

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS The Public Building Commission of Chicago Procurement Department Richard J. Daley Center, Room 200 Chicago IL 60602	☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADDITIONAL INSURED LOAN # AUTHORIZED REPRESENTATIVE Daniel A. Gleason

ACORD 27 (2009/12)

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AGENCY CUSTOMER ID: GEORSOL-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Assurance Agency, Ltd.	Sollitt/Oakley Joint Venture 790 N. Central Avenue Wood Dale IL 60191-1266
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

1.) The Public Building Commission of Chicago
2.) The Board of Education of the City of Chicago
3.) The City of Chicago
4.) Including their respective board members, employees, elected officials, officers, and representatives

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation and General Liability policies, when required by written contract and where allowed by law.

Umbrella Follows Form.

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Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or written agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

(a) All work including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

b. The limits of insurance applicable to the additional insured are the least of those specified in the:

(1) Written contract or written agreement;

(2) Certificate of insurance; or

(3) Declarations of this policy.

The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.

d. If a written contract, written agreement or certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

ADDITIONAL INSURED - OWNERS, LESSEES OR

CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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CG 20 10 11 85

e. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and

(2) Supervisory, inspection, or engineering services.

Includes copyrighted material of Insurance Services Office, Inc.

JOINT VENTURE AGREEMENT

This Agreement made and executed this 26th day of February, 2015, by and between THE GEORGE SOLLITT CONSTRUCTION COMPANY, an Illinois corporation, having its principal place of business at 790 N. Central Ave., Wood Dale, Illinois 60191, hereinafter sometimes referred to as "SOLLITT" and OAKLEY CONSTRUCTION COMPANY, Inc., an Illinois corporation, having its principal place of business at 7815-19 S. Claremont Ave., Chicago, Illinois 60620-5812, hereinafter sometimes referred to as "OAKLEY".

WHEREAS:

A. The Public Building Commission of Chicago, Illinois, has invited bids for the construction of the Southeast Area Elementary School – Project 05311 – Contract No. C1564, such contract together with related documents, change orders, and supplemental agreements being hereinafter referred to as the "Contract", and the project and work there under is hereinafter referred to as the "Project", and

B. SOLLITT and OAKLEY intend by this Agreement (i) to constitute themselves as a Joint Venture, to submit a joint bid for the performance of the Contract and if the Contract is awarded to the Joint Venture to perform the Contract and (ii) to set forth their respective rights and obligations as to: The submission of the bid, rendering service and the work to be done in the performance of the Contract are to be shared or borne and all other matters pertaining the Joint Venture. Therefore, the parties agree as follows:

1. The parties hereby declare and acknowledge themselves to be a Joint Venture and the Joint Venture shall sometimes be known as the "Sollitt/Oakley Joint Venture", but is in this Agreement referred to as the "Joint Venture". The sole and exclusive purpose of the Joint Venture shall be to submit a bid for the performance of the Contract and if the

Contract is awarded to the Joint Venture, to perform the Contract. The Joint Venture and this Agreement shall terminate (a) if the parties do not agree on the terms of the bid; or (b) if the Contract is not awarded to the Joint Venture; or (c) when the Contract has been fully completed including completion of Contract guarantees and the accounts are settled between the parties in accordance with the terms hereof. This Agreement shall not limit either party from engaging in other business for its own account, but each party will have no responsibility for contracts or business entered into by the other party for its own account and not a part of this Joint Venture.

2. The parties shall prepare, execute and submit a bid for the performance of the Contract in an amount and on terms mutually agreed upon prior to its submission. The bids shall be made in the joint names of the parties. No bid shall be filed in the joint names of the parties unless: (a) the necessary commitments for Performance and Payment Bonds have been obtained in advance of the bid; (b) proper arrangements have been made for submission of a Bid Bond in accordance with bidding requirements including any additives, the same to be filed with the bid as required by the bidding documents; and (c) the prices to be inserted in the bidding documents have been agreed upon by the parties.

3. At any time prior to the actual submission of the bid either party upon giving prior written notice to the other may withdraw from the Joint Venture and be under no further obligation hereunder. In such event either party may submit a bid alone or with others without any obligation to the withdrawing or other party.

4. Any negotiations between the parties and the Public Building Commission of Chicago, or between the parties and the sureties, if any, subsequent to the submission of the bid but prior to the award of the Contract shall be conducted by the parties jointly.

5. All costs in connection with the bidding up to the date of award of the Contract shall be the individual charge of the party incurring the same and shall not be considered a cost of the Project.

6. If awarded the Contract, and only then, the further rights and obligations of the parties arising out of this Joint Venture shall be as set forth in the following Paragraphs 8 to 30.

7. Each party agrees that it shall use its best efforts to cause the Project to be fully performed, in a timely manner and in accordance with the intent of this Joint Venture Agreement. The parties shall furnish such assets, services, and personnel of their respective corporations in the performance of the Contract as may be requested by the parties, each party further expressly agrees that it shall contribute and make available to the Joint Venture in the performance of the Contract its best skills, experience, and know-how so far as practicable.

8. Each party shall have an undivided interest in the Joint Venture, shall contribute all necessary working capital and shall participate in its net gains and profits and share in its losses and liabilities in the proportion set opposite its name in the next succeeding sentence. In addition, the interest of the parties hereto in and to the Contract, and in and to any and all property and equipment acquired in connection with the performance thereof (except as hereinafter provided) and in and to any and all moneys which may be derived from the performance thereof, and the obligations and liabilities of each of the parties hereto as between themselves in connection with the Contract and with respect to any and all liabilities, costs and expenses in connection therewith, shall be in the following proportions, viz.:

Percentages

SOLLITT	76%
OAKLEY	24%

Each party shall have a voice equal to its proportional share in the determination of any matter involving the business of the Joint Venture until and unless Paragraph 22 hereof should become applicable. Each party does hereby agree to indemnify the other against any loss or liability exceeding the proportions, hereinabove stated, for whatever reason, including any payments required to be made in, and about, the performance of the Contract.

It is agreed by both parties that Sollitt and Oakley are to act in their respective capacities as general contractors for separate, distinct and complimentary portions of the work which taken together will constitute the total work to be performed by the Joint Venture under the Contract. Accordingly, it is agreed by both parties that a subcontract for an amount not less than 24% of the value of the Contract shall be issued to Oakley Construction for general work under the Contract. Serving as a General Contractor, the general work to be performed by Oakley Construction shall include, but is not limited by, quality control, certain General Condition items, concrete work, steel work, carpentry, masonry, masonry restoration and miscellaneous general trades. Specific contributions of

equipment to be provided by Oakley may include, but is not limited to, gang boxes, power tools and other miscellaneous tools and equipment, which may be required to complete the above listed Contract scope of work. Oakley shall provide personnel to supervise, manage and control its Contract scope of work by providing the services of a project superintendent and assistant project manager, as well as other operative personnel as may be required. In addition, utilizing appropriate construction trade workers, Oakley will self-perform carpentry work including furnishing and installing hollow metal frames, doors and finish hardware. Like wise, it is agreed that the balance of the Contract value and remaining scope of project general work shall be subcontracted to The George Sollitt Construction Company. The subcontracted work shall be performed on behalf of the Joint Venture partnership and taken together shall constitute the total work under the Contract.

9. (a) All necessary working capital, when and as required for the prosecution of the Contract, shall be furnished by SOLLITT and OAKLEY in proportion to its equity share. A bank account shall be opened in such bank and under such names as the parties may determine, in which all the funds advanced hereunder for the performance of the Contract as well as the funds received on account thereof shall be deposited. Withdrawals shall be made from such bank account in such manner and in such form as SOLLITT and OAKLEY from time to time direct and by signatories designated by them.

(b) Within five days after the award of the Contract to the Joint Venture, SOLLITT and OAKLEY shall proportionally advance and pay into such bank account the initial sum of ($5,000.00). All additional capital required under the Contract for the Project shall be determined as follows: Within ten days after both of the parties determine that any additional sums are required for the performance of the Contract, both parties shall

deposit in such bank account such proportional amounts as shall be designated by the parties.

(c) In the event either party hereto is unable or fails or neglects to advance or contribute its proportionate share of the working capital required in the performance of the Contract, then the other party may, but need not, advance such deficiency or any part thereof, and the party so advancing such deficiency shall receive interest on such excess funds at a rate which is one percent (1%) above the prime rate of interest charged from time to time by the Fifth-Third Bank. Such advance shall bear interest from the date of advancement to the date of repayment, and such excess funds shall be repaid in full with such interest from the said bank account or accounts prior to any sums being paid to the non-advancing member of the Joint Venture. The interest so paid shall be deducted from the funds otherwise due the party who failed to contribute its proportionate part of the working capital. The party failing to advance its share of working capital shall not be relieved of its obligation to share its proportionate share of the loss in the Joint Venture as set forth in Paragraph 8.

(d) Except as provided in Paragraph 11 for the repayment of excess funds advanced by one party, no part of any advances deposited in said bank account or accounts shall be returned to any of the parties and no distribution of profits shall be made prior to the completion of the Project except as may otherwise be mutually agreed upon in writing by the parties hereto. On completion of the Project, all working capital advanced shall be repaid to the party or parties advancing the same prior to the distribution of any profits as hereinafter provided.

(e) Funds that are temporarily considered excess shall be invested by the Joint Venture in a manner jointly approved by the parties.

10. Neither party shall have the right to borrow money on behalf of the other party, or to use the credit of the other party for any purpose nor shall money be borrowed in the name of the Joint Venture except as may be authorized jointly by SOLLITT and OAKLEY.

11. To facilitate handling of all matters and questions in connection with the performance of the Contract by SOLLITT and OAKLEY, each of the parties appoints the following Representatives and Alternates to act on its behalf in relation to any and all matters or things in connection with, arising out of, or relative to the Joint Venture and in relation to any matters or things involving the performance of the Contract and the Project, including but not limited to those of a contractual nature with the Public Building Commission of Chicago, Chicago, Illinois, and any of its departments, or with third persons. Actions and decisions of the SOLLITT and OAKLEY Representatives shall be by unanimous vote whenever possible. Otherwise, actions and decisions shall be made by vote with each representative's vote equal to its firms proportional share in the management of the Joint Venture in accordance with Paragraph 8.

The following are appointed the initial and alternate Representative of the parties:

	SOLLITT		**OAKLEY**
Representative:	John Pridmore	Representative:	Augustine Afriyie
Alternate:	Jamie Rahn	Alternate:	Anthony Kwateng

Either party may at any time and from time to time change its Representative or appoint a successor Representative by filing with the other a written notice and duly executed appointment of a new representative or Alternate. If a Representative at any time resigns

or is unable to act (temporarily or permanently) his Alternate shall act in his place and stead with the same authority as such Representative and the Alternate's action shall be binding upon the party who appointed him.

12. Each party shall have a voice equal to its proportional share in the management of the Joint Venture. The Representatives of SOLLITT and OAKLEY shall meet from time to time as required to act on necessary matters pertaining to the Project. All decisions, commitments, agreements, undertakings, understandings, or other matters pertaining to the performance of the Project shall be mutually agreed upon by such Representatives. No Representative shall be liable to the parties by reason of his acts as such, except in the case of his gross negligence or actual fraudulent or dishonest conduct.

13. The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the general charge and control of a Project Management Team who shall be subject only to the joint control and direction of the Representatives. The Project Management Team shall be given such specific powers as the parties may from time to time delegate. The Project Management Team shall be appointed by the Representatives of SOLLITT and OAKLEY and shall serve as such during their pleasure; the members of the Project Management Team at the time of appointment may be an employee of SOLLITT or OAKLEY.

14. Subject to the joint control and direction of the Representatives the supervision of accounting, finances, and taxes of the Project shall be under the general charge and control of a Project Controller. The Project Controller shall be nominated by the Representatives of SOLLITT and OAKLEY and shall serve as Project Controller during their pleasure; the Project Controller at the time of appointment shall be an employee of SOLLITT. It is further agreed that the Joint Venture shall reimburse SOLLITT for Joint

Venture accounting services under the direction of the Project Controller for the fee of 0.85% of the total contract amount.

15. (a) Under the direction of the Project Controller separate books of account for the performance of the Contract and all matters pertaining thereto shall be kept and maintained at Sollitt's office. All records of the Joint Venture shall be open for inspection by SOLLITT or OAKLEY at all reasonable times. The books of the Joint Venture shall be maintained on a percentage of completion basis for both book and tax reporting. Periodic reporting to each party shall be made from time to time with such statements and reports relating to the progress of the performance of the Contract and as to the financial condition of the Joint Venture as requested. At the completion of the Contract and at such intervals as the parties may agree upon each party shall be furnished with a complete account of the receipts and disbursements of the Joint Venture.

(b) At December 31 of each year during the existence of the Joint Venture and at the completion of the Contract if requested by either party the accounts of the Joint Venture shall be audited by a mutually accepted firm of independent certified public accountants. Each such audit shall be performed in a manner which will permit the accountant to express an unqualified accountant's opinion with respect to the financial statements of the Joint Venture if the existing facts warrant such an unqualified opinion. The cost of each audit shall be borne by the Joint Venture.

(c) To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract, pursuant to the provisions of law, the same shall be kept at such place or places as the parties may from time to time determine, and the cost thereof shall be born equal to its proportional share by SOLLITT and OAKLEY.

16. Cost of construction shall consist of the costs of all subcontracts labor, material, plant, and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, management fees, legal fees, liabilities not secured by insurance, and all other expenses and obligations incurred or suffered in and about the performance of the Project that are of a nature properly charged as a cost of the performance of the Project under sound accounting practices. Such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the parties or for the time which may be expended in connection with the Project by any of the parties or their officers or employees, except as may be approved by the parties and except as provided for by this Agreement nor shall such costs include any part of a party's capital or interest expense.

If approved by the SOLLITT and OAKLEY Representatives, either party may be reimbursed upon presentation of supporting records for costs directly associated with the Project as follows:

(a) Wages paid for labor in the direct employ of the party but engaged directly in the performance of the work of the Project under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by such Representatives, and including such welfare or other benefits, if any, as may be payable with respect thereto.

(b) Salaries of personnel of either party when temporarily stationed at the Project office in performance of duties necessary to the work of the Project (personnel engaged at shops or on the road in expediting the procurement or transportation of materials or equipment, shall be considered as stationed at the Project office) and their salaries shall be paid for that portion of their time spent on this work. Representatives will not be considered stationed at the Project office when attending their duties as such.

(c) Cost of contributions, assessments, or taxes for such items as unemployment compensation, social security, and union fringe benefit funds, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Joint Venture and included in the cost of the Project under subparagraphs (a) and (b).

(a) Rental charges of necessary machinery, office or warehouse type facility and equipment, exclusive of hand tools, used at the site of the Project.

(b) Cost of premiums for all types of bonds and insurance which the Joint Venture is required by the Contract or law to purchase and maintain including premiums for Payment and Performance Bonds on Subcontractors. Said insurance shall be with a qualified company acceptable to both parties who will strive to obtain the most economical price for said insurance through an insurance broker or brokers agreed upon by the parties.

17. (a) Each party shall own its proportionate share of all the equipment, machines, tools, materials, supplies and other property which is purchased by the Joint Venture or charged to the account of the Joint Venture. At the completion of the Contract or sooner if such property is no longer required for the performance of the Contract, such property shall be divided between the parties in a manner agreed upon by them. If the parties are unable to agree on the division of some or all of such property, the property as to which the parties are unable to agree upon shall be sold and each party shall be paid its proportionate share of the sale proceeds. All funds and property purchased by the Joint Venture shall be held in the name of the Joint Venture.

(b) It is contemplated that in the performance of the work under the Contract, plant and equipment owned by the parties hereto may be used. Each party agrees to rent to the Joint Venture on terms, if any, established in the Contract or on terms approved by the

Joint Venture Representatives such of its plant and equipment as is available and suitable for the performance of said work and as requested by the Joint Venture Representatives. The proceeds of such plant and equipment rentals shall belong to, and be credited and paid to, the Joint Venturer furnishing such plant and equipment, and the other Joint Venturer shall have no interest in such plant, equipment, and equipment rentals and no responsibility in connection therewith. Each party shall submit a statement to the Joint Venture each month for the rental, if any, of its equipment during the preceding month. Such statement shall be in such detail as the Project Controller requires.

(c) The Joint Venture shall bear the cost relating to the equipment rented from a party including cost of operation, fuel oil and lubricants, preventive maintenance, minor repairs and minor repair parts, tires and tubes worn or damaged by careless equipment operation and by unusually rough job conditions. The party owning the equipment shall bear the cost of major repairs to and major repair parts for the equipment and of repairing or replacing tires and tubes worn or damaged by normal use of the equipment. Each owner shall fully insure the equipment at its cost and the Joint Venture shall not be responsible for the loss of or any damage to the equipment while it is in the custody or control of the Joint Venture.

(d) Accurate and complete records of the various types of equipment purchased or rented for use in the Project shall be maintained on behalf of the Joint Venture.

18. Upon the completion of the Project, after providing for and paying (a) all costs disbursed or incurred in the performance of the Contract; (b) all other costs and charges ordinarily and usually charged as costs in the performance of the Contract; (c) any and all claims not secured by insurance; (d) proper reserves for any claims which shall have either been brought against the parties or which the parties may reasonably anticipate will be brought

against them; and (e) reserves for contingencies, if any, including Contract guarantees that shall be determined by the parties in their discretion to be necessary, and after repaying all sums advanced by the parties for working capital, any profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided equal to its proportional share between SOLLITT and OAKLEY. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed. It is the intent of this Joint Venture Agreement that before termination and the final distribution of funds is made to SOLLITT and OAKLEY, all costs and charges incurred in the performance of the contract be satisfied.

19. (a) If the performance of the Contract results in a loss, the parties shall be obligated in accordance with Paragraph 8 for any such loss (irrespective of the fact that SOLLITT or OAKLEY may have advanced more than its respective share of working capital as provided above). Such liability of SOLLITT and OAKLEY for the bearing of losses shall continue with respect to any claims which at any time, either before or after the completion of the Contract, shall be made against them or either of them by reason of this Joint Venture or any matter or thing done within their authority in connection with the performance of the Contract.

(b) In the event of loss:

1. If any funds remain, and both SOLLITT and OAKLEY have contributed their required proportions of working capital, then such remaining funds shall be paid to SOLLITT and OAKLEY in the amounts contributed by each, less their respective shares of the loss.
2. If both SOLLITT and OAKLEY have not contributed their required proportions of working capital, but sufficient funds are available, then such

funds shall be repaid to SOLLITT and OAKLEY in the amounts contributed by each, less their respective shares of the loss.

3. If both SOLLITT and OAKLEY have not contributed their required proportions of working capital, and there are insufficient funds to accomplish the division prescribed in the preceding subdivision, and if there is a deficit in the account of one of the parties by reason of its failure to contribute its required proportion of working capital, then such defaulting party shall make up the deficit in its account. Upon its failure to do so the indemnity provisions of Paragraph 8 of this Agreement shall be come operative, so as to insure that the non-defaulting party shall bear no more than its proportionate share of the loss.

4. If both SOLLITT and OAKLEY have not contributed their required proportions of working capital, and no funds remain or some liabilities are unsatisfied, then the indemnity provisions of Paragraph 8 of this Agreement shall become operative, so as to insure that neither party shall bear more than its proportionate share of the loss.

20. In connection with any matter arising under the Contract, in no event shall either SOLLITT or OAKLEY be liable to the other, or the Joint Venture, for the acts or omissions of any of its officers, employees or agents, nor shall any duly authorized representative or alternate of the Joint Venture or any member of the Joint Venture management team be liable to SOLLITT, OAKLEY, or the Joint Venture, except for direct (but no consequential) damages resulting from actual fraudulent or dishonest conduct.

21. In no event shall either SOLLITT or OAKLEY be liable to the other or the Joint Venture, in contract, tort or otherwise (including negligence, warranty and strict liability) for any special, indirect or consequential damages including, without limitation, loss of revenues or profits, cost of capital, loss of goodwill or similar damages.

22. Upon the bankruptcy or insolvency of either SOLLITT or OAKLEY or should either party commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then, from and after such date, such party (hereinafter referred to as the "insolvent party") and its Representative and Alternate, as hereinbefore referred to (anything in this Agreement to the contrary notwithstanding), shall cease to have any voice in the management of the Project and the Contract. All acts, consents, and decisions with respect to the Project and the Contract shall thereafter be taken solely by the other party, its Representative and Alternate. Notwithstanding the foregoing, the insolvent party shall remain liable for its share of any losses, and shall be entitled to receive its share of any profits, such profits to be paid at the time and in the manner provided in this Agreement.

23. The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms of the Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purpose of carrying out the Contract. Nothing herein shall be construed to create a general partnership between the parties or to authorize either party to act as a general agent for the other party, or permit either party to bid for or to undertake any other contracts for the other party.

24. Neither this Agreement nor any interest of either of the parties herein (including any interest in moneys belonging to or which may accrue to the Joint Venture in

connection with the Contract, or any interest in the joint accounts, or in any property of any kind employed or used in connection with the Contract) may be assigned, pledged, transferred, or hypothecated, without the prior written consent of the parties hereto.

25. All moneys contributed by the parties to this Joint Venture and all moneys received as payments under the Contract or otherwise received shall be treated and regarded as, and are hereby declared to be, trust funds for the performance of the Contract and for no other purpose until the Contract shall have been fully completed and accepted by the Public Building Commission of Chicago, Illinois, and until all obligations of the parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created. Proper fidelity bond coverage shall be maintained on all persons who are directly connected with performance of the Contract, and the cost of such fidelity bond premiums shall be part of the construction cost.

26. Subject to the provisions of Paragraph 25 this Agreement shall insure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.

27. This Joint Venture Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

28. All notices pertaining to this Joint Venture shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the United States Post Office. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notices of change of address is given.

29. All disputes (other than matters of policy with respect to the performance of the Contract) shall be submitted by the parties to arbitration under the auspices of the American Arbitration Association in accordance with its rules.

30. The business address for this Joint Venture shall be: 7815-19 S. Claremont Ave., Chicago, Illinois, 60620-5812.

In witness whereof the parties have fully executed this Agreement on the day and year first above written.

ATTEST: THE GEORGE SOLLITT CONSTRUCTION COMPANY

Secretary

By
President

ATTEST: OAKLEY CONSTRUCTION COMPANY, INC.

Secretary

By
President

BOOK 2
STANDARD TERMS AND CONDITIONS
FOR CONSTRUCTION CONTRACTS

CONTRACT NO. C1564

SOUTHEAST AREA ELEMENTARY SCHOOL HIGH SCHOOL NEW CONSTRUCTION
3930 EAST 105TH STREET
CHICAGO, ILLINOIS 60617
PROJECT #05311

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com

ISSUED FOR BID ON FEBRUARY 3, 2015

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ARTICLE 1. GENERAL PROVISIONS

SECTION 1.01 Definitions

Wherever used in any of the Contract Documents, the following meanings are given to the terms herein defined:

1. "Architect" or "Architect/Engineer" means any person or firm employed by the Commission for the purpose of designing the project.

2. "Change Order" is the document signed by the Contractor and the Commission, or, in circumstances stated in Book 2, the Commission alone, which authorized either an adjustment in the Contract sum and / or Contract time or a change in the Work that may not result in such an adjustment.

3. "City of Chicago Residents" means persons domiciled within the City of Chicago. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

4. "Commission" means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.

5. "Commission Representative" means the person assigned, in writing, by the Executive Director to be the Commission's Representative for the project.

6. "Contract" or "Contract Documents" means all of the following component parts, including exhibits attached thereto and/or incorporated therein by reference, and all amendments, modifications and revisions made from time to time in accordance with the provisions hereof:

    a. Book 1 – Project Information, Instructions to Bidders, and Execution Documents
    b. Book 2 – Standard Terms and Conditions for Construction Contracts
    c. Book 3 -- Technical Specifications and Drawings

7. "Contract Completion Date" is the date on which the Contractor must achieve Substantial Completion. The Contract Completion Date will be determined based on the time for completion of the Work stated in Book 1, Section II.C, adjusted by any Change Orders that extend or reduce the time for completion of the Work.

8. "Contract Price" means the full amount of compensation to be paid for the Work to be performed by the Contractor as adjusted from time to time by Change Order.

9. "Contractor" means the partnership, firm, corporation, joint venture or entity entering into the Contract with the Commission to perform the Work required by the Contract Documents.

10. "Day" or "Days" means calendar day(s) unless otherwise specified.

11. "Drawings" are those enumerated in the Schedule of Drawings, and additional drawings and sketches, if any, incorporated into the Contract by a bulletin issued by the Architect or Change Order as the Work progresses.

12. "Environmental Law(s)" means all applicable Federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.

13. "Executive Director" means the person employed by the Commission as its Executive Director or the Executive Director's designee.

14. "Field Order" means a written order to the Contractor, signed by the Commission Representative unilaterally directing changes in the Work or the Project CPM Schedule.

15. "Final Completion and Acceptance of the Work" means the last date on which all of the following events have occurred: the Commission has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract Documents; final inspections have been completed and operating systems and

equipment testing have been completed; final occupancy certifications have been issued; Contractor's LEED Commissioning responsibilities required by the Contract Documents have been completed; all deliverables have been provided to the Commission; and all contractual requirements for final payment have been completed.

16. "First-tier Subcontractor" means any Subcontractor that has a contract with the General Contractor.

17. "Hazardous Materials" means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, special nuclear materials, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. Sec. 2014, et seq.), pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (7U.S.C. Sec. 136, et seq.) and any hazardous waste, toxic substance or related material, including any substance defined or treated as "hazardous waste," "special waste," "toxic substance," or a comparable term in any Environmental Law.

18. "Local Government" or "City" means the City of Chicago, Illinois.

19. "Notice to Proceed" refers to the written notice issued by the Executive Director and directed to the Contractor, which states the date for the Contractor to begin performance of the Work.

20. "Program Safety Manager" means the person assigned, in writing, by the Executive Director to be the Commission's Safety Manager for all Commission projects.

21. "Project" means the collective improvements to be constructed by the Contractor in accordance with the Contract.

22. "Punch List" is the list of Punch List Work, and "Punch List Work" means minor adjustments, repairs or deficiencies in the Work as determined at the sole discretion of the Commission. Items of incomplete Work that preclude full or beneficial use of any portion of the Work or that preclude the Commission from full operation, maintenance, or security of the facility are not considered Punch List Work.

23. "Record Documents" are all documents required under the terms of the Contract to be provided to the Commission by the Contractor, including, but not limited to, shop drawings, as-built drawings, blue line drawings, parts manuals, operation and maintenance manuals, and Project manuals or specifications.

24. "Project Community" means the area designated as the Project Community in Book 1, Section II.A.6 shown in Exhibit # 3 for Book 1 "Project Community Area Map."

25. "Request for Information" or "RFI" means the document transmitted by the Contractor to the Architect via the Commission Representative seeking clarification or direction with respect to ambiguity, contradictions, errors or omissions in the Drawings and Technical Specifications.

26. "Project Community Residents" means persons domiciled within the Project Community as designated by the Commission as stated in Book 1, Section II A.6.

27. "Schedule" means the critical path method (CPM) schedule submitted by the Contractor establishing time frames for the performance of components of the Work.

28. "Schedule of Values" means the detailed list of the value of each construction activity included in the Contract Price broken down by labor and materials that is submitted by the Contractor and approved by the Commission, as amended.

29. "Site" means the location(s) shown on the Drawings or described in the Technical Specifications, within which the Work will be performed under the Contract Documents.

30. "Special Waste" means those substances as defined in the Illinois Environmental Protection Act, 415 ILCS 5/3.45, and further defined in Section 809.103 or 35 Illinois Administrative Code, Subtitle G, Ch.1.

31. "Subcontractor" means any partnership, firm, corporation or entity other than an employee of the Contractor that furnishes labor and/or materials to the Contractor, whether or not the Subcontractor is in privity with the Contractor.

32. “Submittal” means a schedule, shop drawings, video tape, product data, samples, or other items as may be required by the Contract for review and/or approval prior to prosecution of a portion of the Work.

33. “Substantial Completion” of the Work occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the User may occupy the Project for the use for which it is intended, without unscheduled disruption.

34. “Technical Specifications” means the detailed requirements for the Work furnished by the Architect and set forth in Book 3 of the Contract Documents.

35. “User” or “User Agency” means the entity for which or on whose behalf the Commission has undertaken to cause the Work to be performed.

36. “Work” means the obligations of the Contractor under the Contract Documents. Work includes, unless specifically excepted by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, permits, inspections, occupancy approvals, insurance, taxes, and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents. Work also means that which is furnished, produced, constructed, or built pursuant to the Contract Documents.

SECTION 1.02 Interpretation / Rules

1. Intent of Contract Documents:

a. The intent of the Contract Documents is to describe the Work that the Contractor will undertake to fulfill the requirements of the Contract. The Contractor must perform all Work as provided in the Contract Documents as required and necessary to complete the Work in accordance with the Contract Documents. The Contractor must furnish all required materials, equipment, tools, labor, temporary light and power, shop drawings, installation drawings, working drawings, and incidentals, unless otherwise provided in the Contract, and will include the cost of all such items in the Contract Base Bid, unit prices or any lump sum item. The Base Bid includes all costs relating to, or associated with, the foregoing including, but not limited to, all direct costs, indirect costs, overhead, and profit.

b. Wherever the imperative form of address is used, such as "perform the excavating," "provide equipment required,""remove obstructions encountered," "furnish and install reinforcing steel bars," it is understood and agreed that such imperative is directed to the Contractor.

c. "Provide" as used in these specifications means furnish and install.

d. Unless a contrary meaning is specifically noted elsewhere, words "as required," "as directed", "as permitted", and similar words mean that requirements, directions of, and permission of the Commission are intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import, mean "approved by", "acceptable to", or "satisfactory to" the Commission. Words "necessary", "proper", or words of like import as used with respect to extent, conduct, or character of Work specified shall mean that Work must be conducted in a manner, or be of character which is "necessary" or "proper" in the opinion of the Commission.

e. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or Subcontractor. The Contractor shall be responsible for all segregation of Work between the trade or craft jurisdictional limits.

f. Before the Contractor physically begins the Work, the Contractor must check the Commission’s Technical Specifications and Drawings. Should any errors, discrepancies or omissions be found in these plans and specifications or any discrepancy found between the Contract Documents and the physical conditions at the Site or in any subsequent Drawings that may be provided thereafter, the Contractor must notify the Commission Representative, in writing, immediately.

SECTION 1.03 Standard Specifications

1. Any reference herein to standard specifications of any society, institute, association, or governmental authority (such

standard specifications not forming a part of any statute or ordinance nor otherwise specified as to edition or date) is a reference to the standard specifications of such organization that are in effect on the 30th Day prior to the date of the first Advertisement for Bids.

SECTION 1.04 Severability

1. If any provision of this Contract is inoperative or unenforceable as applied in any particular case because it conflicts with any other provision of this Contract, or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstance, or render other provision or provisions of this Contract invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any phrases, sentences, clauses, or sections contained in this Contract do not affect the remaining portions of this Contract or any part thereof.

SECTION 1.05 Entire Agreement

1. The Contract, including all Contract Documents and the exhibits attached to them and incorporated, constitutes the entire agreement between the parties with respect to the subject matter hereof, and no other oral or written understandings, representations, inducements, considerations, promises, or interpretations are implied or impressed upon this Contract that are not expressly addressed herein.

ARTICLE 2. PROJECT ORGANIZATION

SECTION 2.01 The Owner

The owner is:

Public Building Commission of Chicago
Richard J. Daley Center
50 West Washington Street, Room 200
Chicago, Illinois 60602

SECTION 2.02 The Executive Director

The Executive Director is the person employed by the Commission in that title.

SECTION 2.03 The User Agency (ies)

The User Agency is the entity for which the Commission is constructing the project.

SECTION 2.04 The Commission Representative

1. The Executive Director will assign an individual to be the Commission's Representative for the Project. The Executive Director will notify the Contractor of the assignment in the Notice To Proceed letter.

2. The Contractor must route all Project communication and notices, whether intended for the Commission or the Architect, to the Commission Representative. The Commission Representative will also route responses from the Commission and Architect to the Contractor.

3. The Commission Representative has the authority to reject all or any portion of Work that does not conform to the Contract Documents.

4. The Commission Representative will not be responsible for acts or omissions of the Contractor or any Subcontractor.

5. The Commission Representative is responsible for the following:

   a. Reviewing and monitoring, on a periodic basis, the Contractor's baseline and updated schedules for compliance with the Contract milestone dates and the master CPM milestone dates.

   b. Conducting weekly meetings with the Commission, User, Contractor, Architect, and others to review the Project schedule, submittals, scope change, requests for information, outstanding bulletins, pending issues, and field problems.

   c. Reviewing Contractor's payment applications in accordance with the Commission's policies and procedures and submitting the payment applications to Commission for approval and payment.

   d. Establishing an on-Site organization line of authority to implement all construction phases of the Project in a coordinated and efficient manner.

   e. Establishing and implementing procedures for, and maintain coordination among, the Commission, the User, Architect, Contractor, and other agencies having jurisdiction of the Project with respect to all construction aspects of the Project.

   f. Coordinating the submission, processing, procurement and assembly of all required permits, licenses, and certificates with the Contractor and arrange delivery of same to the Commission.

   g. Conducting Site observations of the Contractor and Project to ensure that Work is progressing on schedule and in accordance with the requirements of the Commission and the Contract Documents.

h. Reviewing the adequacy of the supervision, personnel and equipment and the availability of necessary materials and supplies. Where inadequate, direct that the necessary action be taken to remediate the deficiency.

i. Receiving and reviewing all shop drawings, materials and all other required Submittals prior to transmittal of these documents to the Architect. Requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like will be commented upon and submitted to the Commission for concurring approval.

j. Monitoring the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work.

k. Receiving and reviewing all requests for additional compensation and time extensions sought by the Contractor.

l. Conducting a comprehensive final inspection of the Project to verify that the materials furnished and Work performed are in accordance with the Contract Documents.

m. Expediting the assembly and delivery to the Commission of all papers required by the Contract Documents, including but not limited to "as-built" drawings, guarantees, warranties, and operations and maintenance manuals. Reviewing, approving, and submitting such documents to the Commission upon completion of the Project.

SECTION 2.05 The Architect

1. The Architect for the project is the one whose name appears on the Drawings in the Contract Documents. The Contractor will have no direct contact with the Architect except as authorized by the Commission Representative.

2. The Architect will not be responsible for acts or omissions of the Contractor or any Subcontractor.

SECTION 2.06 The Contractor

1. The Work is under the charge and care of the Contractor until Final Completion and Acceptance of the Work unless otherwise specified in the Contract Documents.

SECTION 2.07 The Subcontractors

1. Except as may be otherwise provided in the Contract, all transactions of the Commission will be with the Contractor.

2. The Contractor is wholly responsible, and liable to the Commission, for any and all Work performed by any Subcontractor.

ARTICLE 3. CONTRACTOR'S OBLIGATIONS

SECTION 3.01 Contractor

1. The Contractor must perform everything required to be performed and provide all of the labor, necessary tools, machinery, materials, schedules and other documents and all facilities for the construction of the Project as described herein and other work necessary to perform and complete in a workmanlike manner, and within the specified time, all of the Work in strict accordance with the Contract Documents. Contractor is solely responsible for selecting the means, methods, techniques, sequences, and procedures used in performing the Work.

2. The Contractor must begin the Work on the date specified in the Notice to Proceed. In addition, upon receipt of Notice to Proceed, the Contractor must assign and maintain during the term of the Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, and qualified to perform the Work. The Contractor must include among the staff such personnel and positions as may be required by the Contract Documents.

3. The Contractor is solely responsible for properly laying out the Work, and for all lines, elevations and measurements for all of the Work executed under the Contract Documents. The Contractor must verify the figures shown on the Drawings before laying out the Work and will be held responsible for any errors or inaccuracies resulting from the failure to do so. Neither the Architect nor the Commission Representative will be responsible for laying out the Work.

4. The Contractor is responsible for the coordination of the various parts of the Work so that no part is left in an unfinished or incomplete condition owing to any disagreement between the various Subcontractors or any of the Subcontractors and the Contractor.

5. The Contractor must require each Subcontractor to become familiar with all provisions of the Contract Documents that may affect Subcontractor's work.

6. The Contractor shall at all times be responsible for the performance of the Work by its Subcontractors. The Contractor will manage and coordinate the Work of Subcontractors such that the Work progresses in an efficient, orderly and timely manner. In the event of any claim or dispute between Subcontractors, or any Subcontractor and Contractor, Contractor shall manage the resolution of any such claim or dispute. The Contractor shall at all times deal with its Subcontractors in good faith, and use all reasonable efforts to resolve claims or disputes in a prompt, cost-effective manner.

7. In the event that, in the reasonable opinion of the Commission Representative, the performance of personnel of the Contractor assigned to the Work is at an unacceptable level, or does not comply with Section 9.01 "Competency of Workers" of the Contract, the Commission Representative may provide a written notice to the Contractor. Upon receipt of the notice, such personnel must cease to be assigned to this Work and must return to the Contractor. The Contractor must then furnish to the Commission Representative the name of a proposed substitute person or persons, in accordance with paragraph 2 of this section for approval by the Commission Representative. Absence of sufficient qualified personnel for the Work constitutes an event of default.

8. The Work is under the charge and care of the Contractor until Final Completion and Acceptance of the Work by the Commission, unless otherwise specified in the Contract Documents. The Contractor assumes all responsibility for injury or damage of the Work by action of elements, fire or any other causes whatsoever, including, injury or damage arising from the execution or non-execution of the Work. The Contractor must rebuild, repair, restore, and make good, at no additional cost to the Commission, all injuries or damages to any portion of its Work before Final Completion and Acceptance of the Work. When equipment or materials are furnished to the Contractor by the Commission for use or inclusion in the Work, the Contractor's responsibility for safeguarding all such equipment and materials must be the same as for equipment and materials furnished by Contractor.

9. The Work will not be considered complete and accepted until the Contractor receives written notice from the Commission confirming the Final Completion and Acceptance of the Work.

SECTION 3.02 Contract Documents

1. The Contractor must carefully review and compare all Drawings, Technical Specifications, and other Contract Documents. In the event the Contractor identifies an error or omission, the Contractor will promptly notify the Commission Representative, in writing, and then proceed with the Work in accordance with instructions from the Commission Representative concerning such error or omission. The Contractor acknowledges and agrees that any such errors or omissions are to the detriment of the Owner. Contractor shall not seek to take advantage of the discovery of any conflict, error or omission, or discrepancy in the Contract Documents after award of the Contract, but shall cooperate with the Commission to resolve any such errors or omissions in a prompt and cost-effective manner. In the event such resolution involves a change to the Work, such change will be accomplished pursuant to Article 17 hereof.

2. The Contract Documents are complementary and intended to include all items required for the proper execution and completion of the Work. Generally, the Technical Specifications describe Work which cannot be readily indicated on the Drawings, and indicate types, qualities, and methods of installation of the various materials and equipment required. The Drawings and Technical Specifications are to be read and interpreted as a whole. If there are contradictions or ambiguities between the Contract Documents, the Contractor must submit a request for information (RFI) to the Commission Representative.

3. Materials which are shown on the Drawings and which may not be specifically described in the Technical Specifications or Drawings will be furnished by the Contractor, suitable for the intended use, compatible with adjacent materials, and subject to review for conformance with the intent of the Contract Documents. If installation techniques are not specified, installation will be in accordance with manufacturer's currently published instructions and industry standards.

4. Dimensions of Work will not be determined by scale or rule. Figured dimensions must be followed at all times. If figured dimensions are lacking and cannot be calculated from other dimensions on Drawings, the Contractor must submit an RFI to the Commission Representative for resolution by the Architect.

5. The Contractor must keep at the Site, for reference, a complete set of documents pertaining to the Project, including, but not limited to, the complete Contract Documents, copies of all drawings and plans furnished by the Architect, all additional and revised drawings and plans furnished by the Commission Representative, all orders issued to the Contractor by the Commission that relate to the Work, and all submittals, including shop drawings, meeting minutes, reports, payment applications, and correspondence relating to the Work, and a set of updated as-built drawings.

6. The Contractor must prepare coordination drawings where limited available space may cause conflicts in the locations of installed products and where required to coordinate installation of products.
   a. In particular, prepare coordination drawings showing all piping, duct, cable trays, electrical ductbanks, and similar items, but not electrical conduit less than 4" in diameter.
   Where space is limited, show plan and cross section dimensions of space available, including structural obstructions and ceilings as applicable Coordinate shop drawings prepared by separate entities.
   Show installation sequence when necessary for proper installation.

SECTION 3.03 Document Control System

1. The PBC has an on-line collaboration and document management system, OCDM (the "System"). Contractor shall use the System to: track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative. The System shall be the mode of conveyance and repository for all Project Record Documents. Contractor shall post all Project-related documents, including all Record Documents, on the System. By executing its Contract, Contractor agrees to comply with all terms and conditions required by the Commission for the use of the System.

2. Within 15 calendar days of the Notice to Proceed, Contractor shall designate an employee that will serve as its System Coordinator. Contractor's System Coordinator will be the point of contact for the Commission for implementation and support for Contractor's use of the System.

3. Employees of Contractor, its Subcontractors and Suppliers who will use the System must complete the training provided by the Commission. Each such employee must furnish a valid e-mail address to the Authorized Commission Representative prior to the training.

4. The System requires a broadband connection with the Internet (e.g., at a minimum, T1, cable modem, or DSL) for

effective use. Contractor must furnish its own hardware and software, including, but not limited to, personal computers, peripheral software, virus protection software and high-speed document scanners. All written communication and document transmittal from Contractor to the Commission will occur via the System. In the event that hand signatures and/or stamps are required for a document, unless otherwise directed by the Authorized Commission Representative, the transmittal of such document shall be made simultaneously via the System and hard copy; hard copy shall be transmitted as required by the Contract Documents. Signed and/or stamped documents must then be scanned and uploaded to the System.

5. Contractor shall be solely responsible for its use of the System, as well as use of the System by its Subcontractors and Suppliers.

SECTION 3.04 Site Conditions and Inspection

1. Surveys, soil borings, geotechnical information, data, plans or other materials generally describing the unimproved land or existing structures at the Site may be provided to the Contractor by the Commission.

2. The Contractor must take field measurements, verify field conditions and carefully compare such field measurements and conditions and any other information known to the Contractor about the Contract Documents before commencing the Work. No allowance will be made to the Contractor for any extra labor and/or materials required due to Site conditions or discrepancies that might have been discovered by a thorough and proper inspection of the Site. If land surveying Work is required under this Contract, Contractor must have such Work performed by a surveyor as described in Section 9.07 "Surveyor."

3. If conditions are encountered at the site that are:

   a. Subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents, or

   b. Pre-existing unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, including the presence of unanticipated Hazardous Materials, then the Contractor will take no action to disturb the area until providing written notice to the Commission Representative immediately, and receiving notice from the Commission Representative as to how and when to proceed.

4. If conditions differ materially from those indicated in the Contract Documents and could not have been known to the Contractor at the time the Contract was bid, and such conditions will cause a material increase or decrease in the Contractor's cost of, or time required for, the performance of any part of the Work, an equitable adjustment in the Contract Price or Contract term or both, will be made based upon Article 17, "Changes in the Work."

5. The Contractor must follow the requirement of written notice in Section 3.04.3.b above and the requirements set out in Article 18. Claims and Disputes, regarding a claim for changed site conditions. The Contractor must also provide written notice of any claim regarding the changed site condition to the Commission Representative within one (1) day after its discovery. The notice of changed site conditions must state the nature of the changed site condition, its location, and the work that is affected by it.

SECTION 3.05 Contractor's Warranties and Representations

1. Contractor warrants and represents that:

   a. It has carefully examined and analyzed the provisions and requirements of this Contract; it has inspected the Site to the extent made available by the Commission; from its own analysis it has satisfied itself as to the nature and scope of Work, all conditions, any obstructions, and requirements needed for the preparation of its bid and the performance of its Contract, the general and local conditions, and all other matters which in any way may affect this Contract or its performance; and the time available for such examination, analysis, inspection, and investigation was adequate.

   b. This Contract is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and must perform, or cause to be performed, the Work in strict accordance with the provisions and requirements of this Contract.

c. Except for the contents of this Contract, no representation, statement or promise, oral or written, or of any kind whatsoever, by the Commission, its officials, agents, representatives or employees, has induced the Contractor to submit a bid or has been relied upon by the Contractor, including any reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the nature, existence, or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at or on the Site; (iii) the nature, quantity, quality or size of any materials, equipment, labor and other facilities needed for the performance of this Contract; (iv) the general conditions which may in any way affect this Contract or its performance; (v) the compensation provisions of the Contract; or (vi) any other matter.

d. The Contractor was given ample opportunity and time to review the Contract Documents prior to submittal of its bid.

e. The Contractor acknowledges and understands that the Commission materially relied upon the Contractor's bid in its selection of the Contractor to perform the Work.

f. Contractor's submittal of its bid establishes that the Contractor, in preparing and submitting its bid on which this Contract is based, has complied with and given full consideration to the following bidding requirements:

(1) The Contractor did obtain for bidding purposes copies of the complete Contract Documents as identified in the advertisement for bids and all addenda issued by the Commission and has become familiar with the same and all Contract requirements and conditions described therein.

(2) The Contractor has clarified to its satisfaction and complete understanding and acceptance any doubt as to the true meaning and intent of any part or parts of the specifications and plans or other portions of the Contract Documents.

(3) The Contractor waives any claim for relief because of alleged mistakes or omissions in its bid and that the Contractor will be held strictly to its bid as presented.

2. The Contractor has the capability and financial resources to perform all of the provisions and requirements of this Contract.

3. The Contractor must perform all of its obligations under this Contract in accordance with all of the Contract's provisions and requirements.

SECTION 3.06 Acceptance of Work

1. Substantial Completion of the Milestones, Phases and Project

a. The Contractor will notify the Commission Representative, in writing, of a date that the work on a milestone, phase, or the Project as a whole will be ready for inspection by the Executive Director (or his or her designee), Commission Representative and representatives of the User Agency, to determine whether the Work is Substantially Complete. Notice will be given by the Contractor at least seven (7) days in advance of that date. If the Commission Representative concurs that the work will be ready for inspection and/or testing on the date stated, the Executive Director (or his or her designee), Commission Representative, Architect and other parties, selected by the Executive Director, will make such inspection within a reasonable period of time. The scheduling of the inspection will not relieve the Contractor of its responsibilities under the Contract Documents. The Contractor is required to furnish access to all parts of the Project for the inspection.

b. Upon inspection the Executive Director, or his or her designee, will determine whether Substantial Completion has been achieved and will prepare a Certificate of Substantial Completion for execution by the Contractor..

2. Final Completion and Acceptance of the Work

a. Punch List Completion

(1) The Contractor understands and agrees that time is of the essence in closing out the Work of this Contract. Upon Substantial Completion of the Work, the Punch List will be transmitted to the Contractor from the

Commission. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.

(2) Failure of the Contractor or its Subcontractors to begin the Punch List Work within 3 business Days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.

(3) Punch List Work will be continuously prosecuted once begun and completed within the period set forth in the Punch List by the Commission Representative. The Commission Representative shall establish the period for completion of the Punch List Work after consultation with the Contractor. The period established by the Commission Representative will be based on the Commission Representative's reasonable, good faith estimate of the time necessary for the Contractor to complete the Punch List Work.

b. Final Completion and Acceptance of the Work

(1) When the Contractor deems the Work, including all Punch List Work, to be complete, the Contractor must notify the Commission Representative in writing that the Work will be ready for an inspection and/or test on a date specified by the Contractor. Such notice is to be given at least 5 Days in advance of said date. If the Commission Representative concurs that the Work will be ready for inspection or testing on the date given, , the Commission will make such inspection within a reasonable period of time. The scheduling of the inspection to determine whether the Work is complete does not relieve the Contractor of its responsibilities under the Contract Documents. The Contractor must cooperate in all respects in the scheduling and performance of the inspection. Upon inspection, the Commission will determine if Final Completion and Acceptance of the Work has been achieved and will issue a written notice to the Contractor confirming the Final Completion and Acceptance of the Work.

(2) No action of the Commission, the Commission Representative, the Architect, or their respective Executive Directors, board members, officers, employees, or agents is to be construed as accepting Work done or material furnished in the performance of this Contract, which Work or materials are not in accordance with those specified and required by the Contract. The issuance of notice of Final Completion or the final payment does not affect the rights of the Commission against the Contractor (and the surety or sureties on the Performance and Payment Bond given by the Contractor) to enforce the complete performance of this Contract or to sue for the recovery of damages for failure to do so, nor affect the terms of Contractor's guarantee in connection therewith.

ARTICLE 4. CONTRACTOR'S RIGHTS OF ASSIGNMENT AND SUBCONTRACTS

SECTION 4.01 No Assignment of Contract

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

SECTION 4.02 No Assignment of Contract Funds

1. The Contractor will not transfer or assign any Contract funds or claims due or to become due without the prior written consent of the Executive Director. The transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, without the prior written consent of the Executive Director, is void so far as the Commission is concerned.

SECTION 4.03 Subcontracts

1. All Subcontractors which provide labor to the project are subject to the approval of the Executive Director before they may provide material, labor or services on the Project. The Contractor, upon entering into any agreement with a Subcontractor that has been approved by the Executive Director must furnish the Executive Director with one (1) copy of a written contract evidencing such agreement signed by the Contractor and Subcontractor. All subcontracts must be in writing. Contractor shall include a provision in all subcontracts for the Work that incorporates this Contract by reference, and requires all Subcontractors to comply with the terms and conditions of this Contract. All subcontracts must require that any Work to be performed will be performed in strict accordance with this Contract

2. All requests to subcontract for companies, which provide jobsite labor for the Project, must be submitted for approval on the form attached as Exhibit R, titled Request for Subcontractor/Supplier Approval.

3. The Contractor may not make any substitution for a Subcontractor that has been accepted by the Executive Director, unless such substitution is acceptable to the Executive Director. Contractor shall provide the Executive Director with timely notice of any proposed substitution so as not to impede the progress of the Work.

4. The Contractor shall, in each of its subcontracts for the Work, include the following provision whereby each Subcontractor agrees to the assignment of its subcontract to the Commission, or the Commission's assignee, without further approval or action by such Subcontractor:

   a. "Contractor has assigned this subcontract to the Commission, effective upon written assumption of such assignment by the Commission in the event of Contractor's default or early termination of Contractor's contract with the Commission. Subcontractor hereby consents to such assignment and assumption. Subcontractor acknowledges and agrees that, in the event of such an assignment and assumption, the Commission will have no liability to Subcontractor for work performed by Subcontractor prior to the effective date of the assignment and assumption for which the Contractor has been paid by the Commission, and that Subcontractor shall look solely to Contractor for any compensation or other obligations arising under the subcontract prior to such date."

5. The Contractor hereby assigns any or all subcontracts to the Commission, effective upon the Commission's exercise, in its sole discretion, of its rights to assume such assignment as a remedy for Contractor's default or in the event of early termination.

6. The subcontract must preserve the rights of the Commission under this Contract with respect to the Work performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor must require each Subcontractor to enter into similar subcontracts with its Subcontractors. The Contractor will provide to each Subcontractor, prior to the execution of such subcontract, copies of the provisions of this Contract to which the Subcontractor will be bound.

7. There is no privity between Subcontractors and the Commission. Except as may otherwise be explicitly provided in the

Contract Documents, Subcontractors have no rights as third-party beneficiaries under this Contract. The Contractor will require the Subcontractors to communicate with the Commission through the Contractor only.

8. The Contractor shall at all times be responsible for payments to Subcontractors for Work performed by such Subcontractors. Notwithstanding the foregoing, the Commission reserves the right to make direct payments to Subcontractors in the event the Executive Director, in his sole discretion, deems it to be in the best interests of the Commission to make such direct payments.

9. The Contractor shall require its Subcontractors to agree, in writing, to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment as herein-specified under Article 16. "Payments."

10. Contractor shall provide Subcontractors an opportunity to be present and to submit evidence in any decision involving a Subcontractor's rights.

11. The Contractor shall, in each of its subcontracts for the Work, require the Subcontractors to agree to pursue any claims or disputes that a Subcontractor may have with respect to the Work through the process for resolving claims and disputes set forth in Article 18 hereof.

SECTION 4.04 Commission's Right to Assign

1. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Contractor.

ARTICLE 5. INDEMNIFICATION, PERFORMANCE & PAYMENT BOND, AND INSURANCE

SECTION 5.01 Indemnification

1. Indemnity

a. The Contractor agrees to protect, defend, indemnify, and hold the Commission, the User Agency and their respective officers, officials, representatives, and employees (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract except for matters shown by final judgment to have been caused by or attributable to the Indemnified Parties' negligence. The indemnification provided herein will be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees, or other expenses incurred by the Commission, including but not limited to, fines and penalties imposed by public bodies and the reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract.

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

c. "Injury" or "damage" as these words are used in this section will be construed to include, but shall not be limited to, injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished, or loaned by the Indemnified Parties.

d. The Contractor will promptly provide, or cause to be provided, to the Executive Director and the Commission's General Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder and to give the Indemnified Parties authority, information, and assistance for the defense of any claim or action."

SECTION 5.02 Performance and Payment Bond

1. Before award of the Contract, the Contractor will deliver to the Commission a Performance and Payment Bond in the amount set forth in Book 1. The surety or sureties issuing the bond must be acceptable to the Commission and the bond must be in the form provided by the Commission. The bond must cover the warranty period required by the Contract.

2. In case of neglect, failure, or refusal of Contractor to provide satisfactory sureties when so directed within seven (7) Days after such notification, the Commission may declare this Contract forfeit, but such forfeiture will not release Contractor or its surety or sureties from any liability which may have accrued prior to the date of such forfeiture.

3. If at any time the surety or sureties, or any one of them, upon such bond become insolvent, or are, in the sole opinion of the Commission, unsatisfactory, or unable to respond to damages in case of liability on such bond, the Commission will notify the Contractor and direct that a bond issued by a satisfactory surety or sureties be provided forthwith.

4. Surety for Bond. The Performance and Payment Bond required by the Contract must be secured by a guarantee or surety company listed in the latest issue of U.S. Treasury Circular 570.

SECTION 5.03 Insurance

1. The Contractor must procure and maintain at all times, at Contractor's own expense the minimum insurance coverages and requirements specified in Book 1, Section III.S.2

ARTICLE 6. PERMITS AND LICENSES

SECTION 6.01 Permits, Licenses, and Regulations

1. Permits

a. The Contractor is responsible for obtaining all permits, including but not limited to sewer, water, crane, fence, driveway, and building permits, as prescribed by the City of Chicago and public utilities, and any other permits that may be necessary. The Commission will be responsible for the City of Chicago building permit cost and the Department of Buildings Stormwater Review Fee. All other permit fees will be borne by the Contractor.

b. The Contractor will confer with the Commission Representative prior to applying for the City building permit, and the parties will agree on the process for obtaining the City building permit prior to Contractor's application for such permit. The Commission Representative will assist the Contractor in the building permit process, but the Contractor is solely responsible for obtaining all required permits in a timely fashion.

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

2. Licenses and Regulations

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

b. The Contractor must give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work. If the Contractor observes that the Drawings and specifications are at variance therewith, prompt notification in writing must be given to the Commission Representative, and any necessary changes must be made in accordance with Article 17 "Changes in the Work." If the Contractor fails to provide such notice, or otherwise performs the Work contrary to pertinent law, ordinances, codes, rules or regulations, the Contractor will bear all costs arising from any Work performed that is contrary to such laws, ordinances, codes, rules, and regulations.

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

d. Regulations applicable to this Project include, but are not limited to the most current editions of, the following:

(1) City of Chicago Building Codes
(2) NEC
(3) NFPA
(4) Illinois Plumbing Code
(5) Illinois Accessibility Standards
(6) Americans with Disabilities Act Guidelines (ADAG)
(7) ASHRAE/IES, Standard Efficiency Guidelines

e. Where requirements of the applicable building codes differ, the Authorized Commission Representative shall determine which requirement shall govern and the Contractor shall comply with the governing requirement. If the Contractor believes it is entitled to additional compensation it must follow the requirements set out in Article 18 "Claims and Disputes" of Book 2.

f. Submit copies of all permits, licenses, and similar permissions obtained, and receipts for fees paid, to the Commission Representative.

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

ARTICLE 7. CONTRACTOR'S PRACTICES AT SITE

SECTION 7.01 Hours of Work

1. The Contractor will furnish sufficient forces and work such shifts as may be required to ensure completion of the Work under the conditions and within the time stated in the Contract. If the nature of the Work requires that parts of it be performed outside of regular working hours, the cost of such Work including overtime wages for the User's Building Engineer, if applicable, is to be included in the Base Contract Price. If the Project falls behind schedule, the Contractor will be required to perform the Work by extra shifts or on overtime basis as may be necessary to complete the Work on time at no additional cost to the Commission.

2. The Contractor will not be entitled to additional compensation for extra shifts or overtime work for any reason or claim of whatever nature except as otherwise expressly stated in writing by the Commission; and then only to the extent of the direct cost of the premium portion of the time involved and without any charge for mark up, insurance, or taxes, except as might otherwise be required by law.

3. The Site may be occupied during construction. Contractor will cooperate fully with the Commission, Commission Representative, Architect, and the User during construction operations to minimize conflicts and interference and to facilitate occupant usage and operations.

   During occupied hours, the Contractor will limit construction operations to methods and procedures which will not adversely and unduly affect the environment of occupied spaces. The Contractor must provide proper protection and procedures to ensure that noise, dust, odors, air pollution, ambient discomfort, or poor lighting do not endanger or disrupt the activities of the User. The Contractor must follow Federal, State and City safety procedures, and provide for the protection of the building occupants and furniture, fixtures and equipment as required for execution of the work.

4. Whenever the Contractor desires to perform Work outside the hours of 7:00 am through 3:30 P.M., Monday through Friday, the Contractor will request written authorization from the Commission not less than 48 hours in advance.

SECTION 7.02 Cleaning Up

1. During the Construction, the Contractor will keep the Site and adjacent premises as free from material, debris, and rubbish as is practicable and will remove the same entirely and at once, if in the opinion of the Commission, said material, debris, or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the public. Upon oral and/or written notification of unacceptable Site conditions by the Commission, the Contractor is responsible for immediate remediation within 48 hours of notification. The Contractor's failure to act accordingly will result in completion of remediation work by the Commission at the Contractor's expense.

2. As a condition of Final Completion and Acceptance of the Work, the Contractor must remove from the Site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades, and signs, and must restore the area surrounding the Site to the same general conditions that existed prior to the commencement of the Work.

3. The Contractor will clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of the Work or existing facilities or infrastructure due to Contractor's operations.

4. Contractor is solely responsible for and assumes all liability associated with off-Site disposal of any Hazardous Materials generated as a result of Contractor's construction activities.

SECTION 7.03 Project Health and Safety

The Contractor is responsible for project health and safety as of the date stated in the Notice to Proceed.

1. Worker's Health and Safety

   a. Contractor has sole and complete responsibility for implementation of a safety program. The Contractor's safety program ("Safety Program") must include the Work of all the Contractor's Subcontractors. The Safety Program must be submitted to the Commissioner before the start of the Work. The Safety Program shall, at a minimum, set forth and maintain the standards stated in the Commission's Project Specific Safety Plans for the Contractor and for Subcontractors. In the event that Contractor elects to adopt the Commission's Safety Manual as a part of Contractor's Safety Program, Contractor acknowledges and agrees that adopting the Safety Manual does not in any way attenuate, limit, transfer or otherwise affect Contractor's sole and complete responsibility and liability for its Safety Program.

   b. The Contractor shall designate a safety representative for the project. This person shall be present whenever work is being performed at the site or whenever delivery of materials, products or equipment is being made at the site. The safety representative must have successfully completed the OSHA 30 hour course.

   c. Although the Commission Representative will observe construction and give the Contractor opinions and suggestions about safety defects and deficiencies, the Commission Representative's suggestions on safety will in no way relieve the Contractor of its responsibility for safety on the project. The Contractor has sole responsibility for safety.

   d. The Contractor must comply with the requirements of Regulations 29 CFR Part 1926 (originally CFR Part 1518) – Safety and Health Regulations for Construction of the Williams-Steiger Occupation Safety and Health Act of 1970 (Federal, OSHA). Copies may be obtained from the Regional Administrator of the Department of Labor, Federal Office Building, Chicago, Illinois.

   e. The Contractor's must also comply with the "Health and Safety Act" of the State of Illinois. The rules pursuant to this Act are on file with the Secretary of State of Illinois and identical in every respect with the standards in effect under the Federal, OSHA, and law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health and safety of all persons employed under the Contract. The State act, rules and the applicable parts thereof will be considered as part of these specifications.

   f. The Contractor must comply with all local safety laws including, those set forth in Title 15 of the Municipal Code of Chicago, Ch. 15-4, Art. 5, and Ch. 15-20, Art. 1.

   g. The Contractor must take any precautions that may be necessary to render all portions of the Work secure in every respect to decrease the possibility of accidents from any cause. The Contractor will furnish and install all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to insure the safety of workers and of consultants and inspectors during the performance of the Work.

   h. The Contractor must keep on the site of the Work, completely equipped first aid kits readily accessible at all times. The Contractor will designate a person on each shift, acceptable to the Commission Representative, to be in charge of first aid and will cause such person to receive proper instructions therein.

   i. Only such materials and equipment as are necessary for the construction of the Work under this Contract, as determined by the Commission Representative, will be placed, stored or allowed to occupy any such space of the site of the Work. If gasoline, flammable oils, or other highly combustible materials must be stored at the site, they will be stored in approved safety containers.

2. Hazardous Materials

a. If the Contractor encounters material on the Site reasonably believed to be hazardous which has not been identified in the Contract Documents or rendered harmless, the Contractor will immediately stop Work in the Area affected and report the condition to the Commission Representative in writing. The Work in the affected area will be resumed in the absence of Hazardous Materials, or when it has been rendered harmless, by written notification from the Commission Representative to the Contractor.

b. The Contractor will not be required to perform, without its consent, any Work in the presence of Hazardous Materials.

c. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from material or substance encountered on the Site by the Contractor, the Contractor, will, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Commission Representative and Architect in writing.

3. Coordination With Other Contractors - Safety

a. In accordance with the provisions of Article 8. "Coordination With Others," the Contractor will cooperate with any other contractor that may be performing work on the Site in connection with the compliance with regulations of OSHA and all other federal, state, and municipal laws, rules and regulations relating to Site safety and practice including, as may be relevant, correcting Work within abatement periods, requesting extensions on abatement periods when work has been done by other contractors, and furnishing such supporting information or material as may be necessary to fully protect the rights of the Commission, its representatives, and other contractors on pending or prospective violation orders.

4. Public Health and Safety

a. The Contractor must prevent the public from gaining access to the Project Site.

b. The Contractor will take all necessary precautions to ensure the safety of the public and to prevent accidents or injury to persons or damage to property adjacent to the Site where the Work is being performed.

c. The Contractor will erect and properly maintain at all times, as required by laws and regulations and the conditions and progress of the Work, proper safeguards for the protection of the public and post signs warning against the dangers created by falling materials, open excavations, and all other hazardous conditions.

d. The Contractor must remove all snow and ice, and salt all sidewalks adjacent to the project site for the proper protection of pedestrians pursuant to Section 10-8-180 of the Chicago Municipal Code.

e. If, in the prosecution of the Work, it is necessary to excavate or occupy any street, alley, or public grounds of the City of Chicago, the Contractor agrees to erect and maintain such barriers, and during the night, such lights as will effectively prevent the happening of any accidents or damage to life, limb, or property in consequence of such excavation or occupation of such street, alley, or public grounds. The Contractor is liable for all damage caused by the Contractor, its agents, employees, or Subcontractors of any tier in the excavation or occupation of any street, alley, or public grounds, and indemnifies the Commission pursuant to Section 5.01 "Indemnification."

5. Construction Site Cleanliness

a. The Contractor must comply with all requirements of Section 13-32-125 of the "Chicago Municipal Code entitled, "Construction site cleanliness."

b. The Contractor must mow all grass or weeds on the site as directed by the Commission Representative.

SECTION 7.04 Protection of Work and Property

1. The Contractor will continuously protect the Work and the Commission's property from damage, injury or loss arising in connection with operations under the Contract Documents. The Contractor will make good any such damage, injury or loss. Contractor is responsible Site security, including, but not limited to, watchmen and construction fencing. Dogs are

not allowed on the Site at any time.

2. The Contractor will at all times provide and maintain adequate protection against weather (including, but not limited to rain, winds, storms, snow, sleet, frost, or heat) so as to preserve all Work, materials, equipment, apparatus, and fixtures free from injury or damage.

3. The construction period may span the winter season and other times in which cold or inclement weather may be anticipated. The Contractor must make all provisions required and necessary to work during inclement or winter conditions so as to complete all work in accordance with the approved schedule. The actions necessary include, but are not limited to, temporary protection and weatherproofing, temporary heat, temporary lighting, and any other measures necessary or prudent, in addition to those delineated in Section 7.07, which will be provided by the Contractor as part of the Base Contract Price.

4. Adequate precautions will be taken against fire throughout all the Contractor's operations. Flammable material must be kept at an absolute minimum, and, will be properly handled and stored in accordance with all applicable codes and standards. Except as otherwise provided herein, the Contractor must not permit fires to be built or open salamanders to be used in any part of the Work. Except in designated areas, smoking is not permitted on the Site at any time.

5. In occupied or partially occupied buildings, the Contractor must provide all safeguards and protection necessary to protect the User from dust as may be created during any portion of the execution of the Work. The Contractor will provide dust-proof barriers to isolate areas of Work from all occupants of operations if dust, debris, or objectionable odors from the performance of the Work spreads beyond the isolated dust barrier to occupied portions of the Site. Following cleaning of the occupied portions of the Site, re-establishment of the dust barriers, and the dissipation of all objectionable odors, when authorized by the Commission Representative, the Contractor may resume operations. Any such disruption to the progress of the Work shall not be the basis for a claim by Contractor.

6. Unless otherwise noted, all existing fixtures, furniture, equipment, supplies, or similar items must be carefully removed by the Contractor and properly stored in a nearby area, protected from damage of any kind, prior to Work being performed in that area. The Contractor will return such items to their original place at the completion of construction. For electronic or utility hook-ups, the Commission will be notified in advance, and allowed sufficient time to disconnect items prior to removal. Hook-ups will be reconnected by the Commission after replacement of furniture and equipment by the Contractor.

7. The Contractor must provide and maintain adequate protection for all properties adjacent to the Site. When required by law or for the safety of the Work, the Contractor will shore up, brace, underpin and protect as necessary, adjacent pavements, foundations, and other portions of existing structures which are in any way affected by the operations under the Contract Documents. The costs of all such operations are part of the Base Contract Price. The Contractor, before commencement of any part of the Work, must give any notices required to be given to any adjoining landowner or other parties.

8. If, in the opinion of the Commission, the Contractor's Work endangers adjoining property, the Work will be stopped when directed in writing by the Commission Representative, and the method of operation changed in a manner acceptable to the Commission.

9. The Contractor must protect all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to the Work. If such items are damaged by the Contractor, the Contractor will make all necessary repair thereof or replacements thereof at no cost to the Commission. It is the Contractor's responsibility to provide photographic evidence of the condition of the site as well as adjacent property, and submit such to the Commission Representative prior to commencement of the Work.

SECTION 7.05 Accidents

1. If death, serious injury, including any time an ambulance is called to the site, or serious damages are caused, the Contractor must notify the Commission Representative immediately via telephone or messenger.

2. The Contractor will promptly report in writing to the Commission Representative all accidents whatsoever arising out

of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. It will be the responsibility of the Contractor to submit a written accident report, within 24 hours of the occurrence, containing the following:

a. Name of Person or Persons involved and Home Address(es)
b. Location of Occurrence
c. Time of Day and Date
d. Description of Occurrence
e. Statements of Witnesses
f. Signature of Contractor's Superintendent
g. Any other documentation of the accident, if any (i.e. police report, OSHA report, medical documentation, etc.)

3. The Contractor must send a copy of the accident report to the Commission Risk Manager, and to the Commission Representative.

4. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor will promptly report the facts and full details of the claim in writing to the Commission Representative.

SECTION 7.06 Coordination with Occupants for Access and Security

1. The area available to the Contractor for the performance of the Work is shown on the drawings. Material and equipment storage and field offices shall be confined to the area indicated on the Drawings.

2. Access to the Project will be limited to the routes indicated. The Contractor must obtain prior written approval from the Commission Representative for any proposed alternate routes.

3. If the Commission or User Agency continues to occupy portions of the Project during construction, the Contractor must schedule and conduct the Work so as to cause the least interference with the operations of the Commission and User Agency.

4. Occupied areas include all areas in which the Commission or User will conduct regular activities, or which will be accessible to the public, and access to such areas.

5. If it is necessary to access or conduct construction operations in occupied areas, review the schedule, and the intended method of separating the Work from the occupants with the Commission Representative and Architect. Obtain the Commission Representative's approval of the period, hours and areas to be used prior to commencement of Work.

6. Limit access through occupied areas to those days and times approved by the Commission Representative.

7. Access to and use of existing facilities is permitted only for the performance of the Work and only after approval has been obtained from the Commission Representative.

8. When the following must be interrupted, provide alternate facilities acceptable to the Commission Representative or schedule the interruption for a time when occupancy will not be impaired:

a. Emergency means of egress
b. Utilities and building systems which must remain in operation to allow safe and useful occupancy

9. Security Procedures. The following security procedures must be followed by the Contractor:

a. Limit access to the Project to persons involved in the Work.
b. Provide secure storage of materials for which the Commission has made payment and which are stored on Site.
c. Secure completed Work prior to occupancy as required to prevent loss.
d. Secure and protect facilities and property of the Commission and User in areas of the Work.

SECTION 7.07 Temporary Facilities and Services

1. DEFINITIONS

a. Temporary Facilities: Construction, fixtures, fittings, and other built items required to accomplish the Work but which are not incorporated into the finished Work.

b. Temporary Utilities: Temporary sources of electric power, water, natural gas, telephone service, internet and other services as are necessary for execution of the Work, obtained from public utilities, other main distribution systems, or temporary sources constructed for the Project, but not including the fixtures and equipment served, or the permanent utility connections.

2. SUBMITTALS

a. Reports of inspections, tests, and approvals for the installation and use of construction facilities, which are made or given by public authorities.

b. Copies of permits required by public authorities.

3. QUALITY ASSURANCE

a. The Contractor must comply with requirements of governing authorities, as to type, quantity, location, and use of temporary facilities.

b. Comply with requirements of public utilities affected.

4. PROJECT CONDITIONS

a. The Contractor must obtain easements where required.

5. SEQUENCING AND SCHEDULING

a. The Contractor must perform all required connections to the existing utility systems without disruption to existing services. If disruption of the existing services is required, do not proceed without the approval of the Architect and Commission Representative, requested not less than seven (7) days, in advance.

b. The Contractor must maintain required facilities until not needed or until shortly before Substantial Completion; remove facilities before Final Completion and Acceptance.

c. The Contractor must change over to use of permanent facilities, when applicable, as soon as possible, except when use of permanent facilities is not allowed.

6. MATERIALS

a. General: The Contractor must provide materials which are both suitable for the use and durable enough to withstand the use and abuse to be expected.

b. Temporary Heating Units: UL or FM labeled for the fuel used; do not use gasoline-burning, open burning, or solid fuel heaters or salamanders.
   (1) Use equipment that is known to be safe and that will not damage Work in progress.
   (2) Provide trained personnel as required to operate and maintain equipment during working and non-working hours as necessary to maintain the Work at the temperatures specified in the Contract documents, or as specified by the product manufacturer's, whichever is more stringent.

7. TEMPORARY UTILITIES

a. Temporary Water Service, Contractor Obligations:

(1) Provide water adequate for demand of construction operations.
(2) Piped water service:
  i. Do not use permanent piping system to distribute nonpotable water.
  ii. Connect to existing water main.
  iii. Provide meter and shut-off valve.
  iv. Disinfect temporary piping before use.
  v. Take precautions to prevent damage due to leaks and spills.

b. Temporary Power and Light, Contractor Obligations:

(1) Provide electricity adequate for demand of construction operations.
(2) Electrical service:
  i. Obtain temporary service from local utility.
  ii. Provide disconnect at connection to service.
  iii. Provide service conductors and equipment.
  iv. Provide metering equipment.
  v. Provide service to other temporary facilities specified.

8. PROTECTIVE FACILITIES

a. Fire Protection Facilities: The Contractor must provide, at a minimum, the temporary facilities required by the authorities having jurisdiction.

(1) Fire extinguishers to be installed in the completed building shall not be used during construction.
(2) Put permanent facilities into operation as soon as possible.

b. Site Fence: 8'-0" high, chain link fence, Contractor Obligations.

(1) Furnish, install and maintain to prevent unauthorized access to Site by people and animals.
(2) Locate fence where indicated on Drawings.
(3) Provide gates as required for access. Coordinate locations with Commission Representative.
(4) Do not remove until other security facilities, either temporary or permanent, are in place and in operation.

c. Temporary Storage Sheds Contractor Obligations:

(1) Coordinate location with Commission Representative.
(2) Provide and maintain weather-tight shed for storage of tools.
(3) Paint the exterior.
(4) Subject to the approval of the Commission Representative.

d. Temporary Stairs and Ladders Contractor Obligations:

(1) Furnish and maintain all necessary temporary stairs, ladders, ramps, chutes, runways, derricks, etc.

9. EMPLOYEE FACILITIES, CONTRACTOR OBLIGATIONS

a. Temporary Lighting: Provide, at a minimum, the lighting required by law.

b. Toilet Facilities: Provide temporary toilet facilities.
(1) Clean and maintain toilet facilities.
(2) Provide toilet tissue for each facility.
(3) Provide well-ventilated and weathertight enclosures.
(4) Arrange for sewer and water services.

10. TEMPORARY CONSTRUCTION, CONTRACTOR OBLIGATIONS

a. Cooperate with other Contractors in location of temporary facilities.

b. Temperature control and ventilation facilities: Provide adequate facilities:
   (1) To provide proper conditions for installation.
   (2) For drying and curing of completed Work.
   (3) For protection from deterioration due to high or low temperatures and humidities.
   (4) To provide suitable working conditions.
   (5) Provide heating after building is enclosed, adequate to maintain minimum of 65 degrees F.

c. Temporary enclosures for heating: When general building heating is required for construction operations before completion of building enclosure, provide temporary construction to close openings in building enclosure.

d. Temporary enclosures for weather resistance: When building enclosure is not yet complete but interior construction may be damaged by weather, provide temporary enclosures adequate to keep out weather.

e. Temporary partitions: Provide at juncture of new and existing building in locations required by construction operations that will create dust, excessive noise, or other disruption to the User and schedule, and as indicated on Drawings.
   (1) Minimum of 2-hour fire-rated construction, approved by authorities having jurisdiction.
   (2) Dustproof partitions: Constructed of framing, gypsum board, plywood, and plastic sheeting, full height, with dustproof access doors. Seal joints with sealant or durable tape.

11. PROJECT CONSTRUCTION SIGN(S), CONTRACTOR OBLIGATIONS

a. Maintain project construction signs installed by others.

13. TERMINATION AND REMOVAL, CONTRACTOR OBLIGATIONS

a. Remove temporary facilities when no longer needed, or when use of appropriate permanent facility is approved, but not later than Substantial Completion.
b. Exception: When longer usage is requested by the Architect or Commission Representative.
c. Complete permanent Work delayed until removal of temporary facilities.
d. Permanent facilities used during construction: Clean; replace parts that are work in excess of that expected during normal usage.
e. Dispose of Project sign(s) not claimed by the Commission.

ARTICLE 8. COORDINATION WITH OTHERS

SECTION 8.01 Other Contractors on the Site

1. The Commission reserves the right to let other contracts in connection with the Work. The Contractor will afford other contractors reasonable opportunity for the introduction and storage of their materials and for the performance of their work. Contractor will coordinate and tie-in, where appropriate, its Work with that of others in an acceptable manner and perform the Work in proper sequence to the work of others. Such work being performed by the Commission's separate contractors will not in any way constitute acceptance or partial acceptance of the Work by the Commission.

2. The Contractor must conduct the Work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors within or adjacent to the Site.

3. If any part of the Contractor's Work depends, for proper performance or result, upon the work of any other contractor, the Contractor will inspect and measure the work of the other contractor and promptly report to the Commission Representative any defects or discrepancies in such work. The Contractor's failure to inspect and make such report will constitute an acceptance of the other contractor's work as fit and proper for the proper performance of the Work, except as to latent defects.

4. Wherever work being done by any such contractors or subcontractors is contiguous to Work covered by the Contract Documents, the respective rights of the parties will be established by the Commission Representative to secure the completion of the various portions of the Work in a coordinated manner.

SECTION 8.02 Mutual Responsibility of Contractors

1. The Contractor is responsible for Work not completed or accepted due to the presence and operations of other contractors.

2. The Contractor is liable, financially or otherwise, in connection with this Contract, and must protect and save harmless the Commission from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced due to the presence and operations of other contractors working within the limits of the Work.

3. The Contractor, where separate contractors or their subcontractors are employed on the Site, will not make claims against the Commission for loss or damage or injury caused by any fault or negligence of such other contractor or subcontractor. The Contractor will look solely to such contractors or subcontractors for recovery for any such damage or injury.

4. If any separate contractor or its subcontractor suffers loss or damage through any acts or omission on the part of the Contractor, or any of its subcontractors, the Contractor will reimburse such other contractor or subcontractor. If such separate contractor or its subcontractor asserts any claim against the Commission on account of any damage or loss alleged to have been so sustained, the Commission will notify the Contractor, and the Contractor will save the Commission harmless against such claims as provided in Section 5.01 "Indemnification."

SECTION 8.03 Coordination with Others

1. The Contractor is to inform the Commission Representative when coordination of the Contractor's Work with others is required. Notify each party involved, in writing, of the schedule and nature of activities that require such coordination.

ARTICLE 9. PERSONNEL

SECTION 9.01 Competency of Workers

1. The Contractor must employ only competent and efficient laborers, mechanics or artisans. Whenever, in the opinion of the Commission or its representatives, any worker is careless, incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions, acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request by the Commission Representative, remove such worker from the Work. The Contractor must not permit any person or worker to enter any part of the Work or any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

SECTION 9.02 Administration and Supervision of the Work

1. The Contractor will furnish a competent and adequate staff as necessary for the proper administration, coordination, and supervision of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the Site to complete the Work in accordance with all requirements of the Contract Documents and to the entire satisfaction of the Commission. The Contractor shall fully comply with all project specific staffing requirements indicated in Book 1, Section II.B Mandatory Project Specific Contractor Staffing Requirements. In the event the Executive Director determines, in his or her sole discretion, that additional supervision or administration is required, Contractor shall furnish sufficient personnel to perform such supervision or administration, all at Contractor's own expense.

2. Subsequent to notice of contract award, but prior to the Notice to Proceed, the Contractor will select a Project Manager and submit his/her résumé to the Commission Representative for the approval of the Commission. The Project Manager will have full responsibility for the prosecution of the Work with full authority to act in all matters as necessary for the proper coordination, direction, commitment of resources, and technical administration of the Work. The Project Manager will attend meetings at such places and times as will be decided by the Commission or Architect in order to render reports on the progress of the Work. The Contractor will not change Project Manager without the consent of the Commission, unless such staff member proves to be unsatisfactory to the Contractor and ceases to be in its employ.

SECTION 9.03 Superintendence

1. The Contractor must keep on the Project throughout its duration a competent, experienced and qualified Superintendent and any necessary assistants, all of whom must be satisfactory to the Commission. This Superintendent's résumé will be submitted to the Commission Representative for approval at the time the Performance and Payment Bond and certificate(s) of insurance are submitted, or sooner if so requested by the Commission. The Superintendent will be present at the Site when Contractor's personnel and/or Subcontractors are present.

2. The Superintendent will not be changed without the consent of the Commission, unless the Superintendent proves to be unsatisfactory to the Contractor or becomes unavailable due to reasons beyond the control of Contractor. In order to change the Superintendent, the Contractor will give the Commission Representative written notice and submit for approval the qualifications of the proposed replacement Superintendent at least 15 Days prior to the intended change.

3. The Superintendent will represent the Contractor in the absence of the Project Manager and all directions given to the Superintendent will be as binding as if given to the Project Manager.

SECTION 9.04 Scheduler

1. To assist in the preparation and maintenance of the Schedule, the Contractor may engage, at its own expense, a consultant who is skilled in the application of network techniques for construction projects and the use of Primavera scheduling software. If the Contractor has qualified personnel on staff, the Contractor may perform the required scheduling with its own organization.

2. Prior to engaging a consultant or using staff personnel, and within 5 Days after award of Contract, the Contractor will submit to the Commission Representative:
   a. The name and address of the proposed consultant or staff person

   b. Sufficient information to show that the proposed consultant or the Contractor's staff has the qualifications to meet

the Schedule requirements

c. A list of prior construction projects and 3 selected Primavera network samples that the proposed consultant or Contractor's staff has prepared. These 3 CPM Schedules must be for projects similar in complexity and magnitude to this Project

3. The Commission has the right to approve or disapprove employment of the proposed consultant or the performance of the Schedule requirements of the Contract by the Contractor's staff, and the Commission Representative will notify the Contractor of its decision within 7 Days of receipt of the information. In case of disapproval, the Contractor will submit another person with supporting documents within 7 Days. The Commission also reserves the right to disqualify the consultant or Contractor's staff personnel at any time throughout the Project if the preparation, presentation, reporting, and updating of do not, in the Commission's opinion, meet the degree of detail described in the Contract Documents. Such approval or disapproval does not release the Contractor of any of its obligations under this Contract.

SECTION 9.05 Mechanical and Electrical Coordinator

1. The Contractor must provide a staff member or members as necessary, with the following qualifications who will be responsible for performing mechanical and electrical coordination stated below ("MEP Coordinator"). The Commission has the right to approve or disapprove the MEP Coordinator. The proposed MEP Coordinator shall be experienced in coordination of mechanical and electrical work on projects of similar type and scale, including administration and supervision of mechanical and electrical work. The MEP Coordinator's résumé will be submitted to the Commission Representative for approval at the time the Performance and Payment Bond and certificate(s) of insurance are submitted, or sooner if so requested by the Commission. The Commission Representative will notify the Contractor of its approval or disapproval of the proposed MEP Coordinator within seven (7) Days of receipt of the proposed MEP Coordinator's resume. In case of disapproval, the Contractor will submit another proposed MEP Coordinator's resume within seven (7) days. Such approval or disapproval does not release the Contractor of any of its obligations under this Contract.

a. The responsibilities of the mechanical and electrical coordinator are listed below:

(1) Coordinate all HVAC, plumbing, fire protection, electrical and site utility work, and coordinate that Work with the other work on the Site.
- (i) Where space is limited, coordinate arrangement of mechanical, electrical and other Work to Fit.
- (ii) Coordinate cutting and patching activities and sequencing.
- (iii) Coordinate use of temporary facilities.

(2) Prepare coordination drawings where required and where indicated.

(3) Prepare and maintain a separate schedule of activities which relate to this Work; include:
- (i) Submittals.
- (ii) Temporary utilities.
- (iii) Commissioning

(4) Participate in progress meetings. Report progress, changes required in schedules, and unresolved problems.

(5) Review submittals for compliance with the Contract Documents, Commissioning plan, and for coordination with other Work including, but not limited to:
- (i) Check field dimensions, clearances, relationships to available space, and anchors.
  - a) Check compatibility with equipment, other Work, electrical characteristics, and operational control requirements.
  - b) Check motor voltages and control characteristics.
  - c) Coordinate controls, interlocks, wiring of switches, and relays.
  - d) Coordinate wiring and control diagrams.
  - e) Review the effect of changes on other Work.

(6) Obtain and distribute installation requirements for each item of equipment requiring mechanical or electrical connections; include:
- (i) Electrical power characteristics.
- (ii) Control wiring requirements.

(7) Observe and maintain record of tests and inspections.

(8) Observe Work for compliance with Contract Documents and Commissioning plan, and notify the applicable Contractor or Subcontractor in writing of deficiencies in the Work.

(9) Coordinate and observe start-up, demonstration, and functional testing of equipment and systems.

(10) Coordinate maintenance of Record Documents.

(11) Assist the Commission Representative and Architect with final inspections.

SECTION 9.06 Sustainability Coordinator

1. The Contractor must have a designated Sustainability Coordinator to assist the Contractor in fulfilling all LEED and/or Sustainability required tasks. The Sustainability Coordinator is subject to the approval of the Commission, and shall be a LEED Accredited Professional (LEED AP) with experience performing LEED tasks on projects of similar size and complexity in order to be approved by the Commission.

SECTION 9.07 Surveyor

1. Whenever required, the Contractor will engage and pay for the services of a surveyor. The surveyor is , subject to the approval of the Commission. The surveyor must be licensed in the State of Illinois, must not be an employee of the Contractor, and must not have any interest in the Contract.

SECTION 9.08 Wage Rates

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor must be paid to all laborers, mechanics, and other workers performing Work under this Contract.

2. Contractor's attention is called to the generally prevailing hourly rate of wages, as determined by the Illinois Department of Labor, which are bound in Book 1 of these Contract Documents and which are incorporated into the Contract Documents.

3. The wage rates set forth in these Contract Documents were the rates in effect at the time these Contract Documents were issued. In the performance of the Work, however, the Contractor is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the Department of Labor, at the time the Work is performed. One resource for determining the current prevailing wage rate is the Internet site http://www.state.il.us/agency/idol/rates/rates.HTM maintained by the State of Illinois Department of Labor. If the Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate will apply to the Contract from the effective date of such revision, provided, however that such revision will not entitle the Contractor to any increased compensation under the terms hereof.

4. As a condition of making payment to the Contract, the Commission may request the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workers employed on this Contract in accordance with Illinois law.

ARTICLE 10. SCHEDULE

SECTION 10.01 Time Is Of The Essence

1. TIME IS OF THE ESSENCE IN THIS CONTRACT. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Book 1.

SECTION 10.02 Contractor's Construction Schedule

1. General

   a. Within ten (10) days of the Notice to Proceed, the Commission Representative shall lead a scheduling meeting with the Contractor to review the schedule and confirm updating requirements for the Project.

   b. Contractor shall provide two schedule reports. The Target Schedule shall be submitted and approved as provided herein and shall serve as the schedule for the Project. The Target Schedule will be updated each month with progress information and may include changes to activity relationships or logic, but may not change Project duration or milestones. The 3-week Look-Ahead schedule will show current planned activities on the Project.

      (1) Contractor shall, within thirty (30) days of the Notice to Proceed, submit a Proposed Target Schedule for the Work to the Commission for review and conditional approval that meets all the requirements of this Section 10.02.1 except for the Cost loading requirements of Paragraph 10.02.1.g.(4). Within sixty (60) days of the Notice to Proceed, Contractor shall submit a cost and resource loaded schedule to the Commission Representative for review and final approval that meets all the requirements of this Section 10.02.1 (Target Schedule) including 10.02.1.g(4) Cost Loading. The Proposed Target Schedule and the Target Schedule must be provided in hard copy and editable electronic format.

      (2) The Schedule will use the critical path method (CPM). The Contractor will utilize Primavera Project Planner (P3 version 3.1 or P6 version 6.1), as a scheduling software package.

      (3) The Schedule will, at a minimum, indicate the dates for the starting and completion of the various stages of the Work, including, without limitation: the placing of material orders; delivery of materials and equipment; submittal and approval of all required Submittals; procurement of material and equipment furnished by the Contractor; interface activities performed by others upon which the Contractor's schedule depends; all Work activities and field construction operations including any weather related scheduling requirements to account for weather delays due to adverse conditions that are less than 25% more severe than the monthly averages for temperature or precipitation for Chicago (as determined by the National Oceanic & Atmospheric Administration); equipment installation, testing, and balancing; commissioning activities; and all Project Milestones as required in Book 1.

      (4) The Contractor's Schedule will consist of detailed CPM diagrams as specified below. The format of the network diagram will utilize the precedence diagramming method (PDM) showing the proposed starting and completion date for the various stages of the Project, including any float time, and must be prepared such that it can be used to plot actual progress against the Target Schedule.

      (5) Specifications applicable to the Schedule and network diagram

   c. Each separate sheet will include the Project name, Contract number, Contractor's name, Project file, data date, and plot date. If multiple diagrams are prepared, each must, in addition to the above, include a descriptive title of that portion of the Work included therein.

   d. The Schedule will show the order and interdependency of activities, indicating the sequence in which the Work is to be performed "as planned" by the Contractor. The Schedule will clearly describe and indicate the critical path – which shall be defined as the longest path sequence of activities in the Project Schedule Network which requires the longest total amount of time to complete.

e. The Schedule shall utilize a Work Breakdown Structure (WBS) that consists of at least three levels of detail as described below:

WBS Level	Detail Level	Information Shown
Level 1	Project	Overall Project duration and Milestone Dates.
Level 2	Summary Elements	Elements of the Work organized by CSI Division or trade applicable to the Activity.
Level 3	Individual Activities	Activities as defined in Section 10.02.1(f) below.

Contractor may utilize a more detailed WBS provided it is clearly defined in the Schedule submission.

f. Two color copies and one electronic copy on CD (editable in the software used to produce the Schedule) of the Schedule will be submitted to the Commission Representative.

g. The following items define the term "Activities" as it pertains to the Schedule:

(1) Each Activity will be a unit of Work, which requires an amount of time for its performance and shall be a component of a Summary Element.

(2) Each activity will be a logically separate part of the Work, defined by an observable start and an observable finish.

(3) To establish the scope of an activity for CPM purposes, the Contractor will form a single activity from the largest grouping of related operations, which permit a continuous and measurable flow of Work.

(4) The scope of an activity will be small enough to permit a reasonable appraisal of its status or as directed by the Commission, with no activity durations in excess of twenty (20) days, except such non-construction activities as procurement, delivery or submittal activities or other activities as may be approved by the Commission.

(5) Each Individual Activity on the Contractor's Target Schedule shall be cost and resource loaded.
(i) Activities performed by others – including, but not limited to other contractors, agencies, utilities or companies, that must be completed prior to the start of the Contractor's Work or portion of Work must be included in the Contractor's schedule as milestones and identified with a designation approved by the Commission.

h. The following information will be furnished on the network diagram for each activity in the schedule:
(1) Activity ID: The Contractor will utilize the Technical Specification division and section numbers in assigning activity IDs to the related portions of Work.
(2) Description of the activity.
(3) Duration of the activity.
(4) Cost Loading: The cost estimate/budget to perform the Individual Activity of work. The total cost loading of all Individual Activities shall equal the Total Base Bid/Contract Price.
(5) Resource Loading: The estimated total number of hours required to perform the Individual Activity of work.
(6) Each activity that is not performed by the Contractor will be assigned a responsibility code indicating which Subcontractor is to perform the activity.
(7) Each activity will be identified with early/late start, early/late finish, and total float.
(8) Calendar I.D.

i. In addition to the above, any activity whose start or finish date has been specified elsewhere in the documents will reflect such specified date in the progress schedule.

2. Schedule Submittal Requirements

a. The Contractor will submit all Schedules in hard copy and editable electronic format as specified in Section 10.02.1(a).

b. Upon receipt of the Proposed Target Schedule and later the Target Schedule, the Commission will review each Schedule for conformance with the Contract Documents and degree of detail. Within fourteen (14) Days after receipt of the Proposed Target Schedule or Target Schedule and supporting documents, the Commission will either: (1) approve the Schedule: (2) approve the Schedule as noted (AAN); or (3) disapprove the Schedule with the reasons set forth. If the Schedule is approved as noted or is disapproved, the Contractor must submit a revised Schedule addressing specific comments within seven (7) days. The Commission's initial approval of the Proposed Target Schedule will conditioned upon the Contractor's timely submittal of the Target Schedule with cost loading. Only the Commission's approval of the Target Schedule will establish an approved Target Schedule for the Project.

c. The Proposed Target Schedule and Target Schedule must have the same total duration for the performance of Work as stated in Book 1.

d. Failure by the Contractor to provide the Proposed Target Schedule, Target Schedule or monthly updated schedules within the required time period may be deemed an event of default.

3. Submittal, Acceptance, and Contractor's Responsibility for the Schedule

a. Prior to submitting any Schedule to the Commission Representative, the Contractor will review and verify the procurement lead time for the fabrication and delivery of all construction materials and equipment along with the erection and/or installation duration for all the construction activities that make up the critical path of the Project.

b. The Contractor will coordinate its letting of subcontracts, material purchases, shop drawing submissions, delivery of material and sequence of operations to conform to the Schedule and will furnish proof of same as may be required by written notification from the Commission.

c. The Commission's approval of any Schedule is done for the sole purpose of insuring that all CPM scheduling documents prepared by the Contractor conform to the Contract requirements. This approval does not relieve the Contractor of its sole responsibility for the means, methods, procedures, and sequence of the construction process, nor does it provide any entitlement to additional funds.

4. Updating

a. Target Schedule

(1) The Contractor may make non-material changes to the individual activity durations, activity relationships, constraints, costs, add or delete activities, and alter the Target Schedule's logic ties. The Contractor shall not make any material changes or changes that affect Milestones agreed upon in the Target Schedule unless such changes are fully explained in the monthly update schedule narrative and are approved by the Commission. Contractor shall not modify the original approved project duration or Substantial Completion date except by a Commission approved Change Order. Contractor shall indicate progress on the Target Schedule on a monthly basis by updating the Target Schedule with the following:

(i) Actual start dates
(ii) Actual finish dates
(iii) Activity percent completion
(iv) Remaining duration of activities in progress
(v) Identified or highlighted critical activities

(2) The Progress reported in the monthly update to the Target Schedule shall be applied against the cost loaded Target Schedule to support determination of the earned value available for payment. The Target Schedule must accurately reflect the Project's current status and the cumulative Earned Value of the individual activities. The earned value available for payment may be decreased or increased as deemed necessary by the Commission Representative to accurately reflect actual work in place on the Project.

b. The Contractor will submit monthly updates of the Target Schedule in number, form and format acceptable to the Commission Representative.

c. As part of the normal monthly Schedule update for the Target Schedule, the Contractor will prepare a written narrative report, highlighting the progress during the past update period. The written narrative report will include but not necessarily be limited to the following information:
   (1) Summary of Work accomplished during the past update period;
   (2) Contract Milestone Comparison Chart;
   (3) Analysis of Critical Path;
   (4) Analysis of time lost/gained during the update period;
   (5) Identification of problem areas;
   (6) Recommended solutions to current problems.

d. Upon receipt of the Target Schedule update, the Commission Representative will review the Schedule update and narrative for conformance with the Contract Documents and degree of detail. The Commission Representative, within seven (7) days after receipt of the Schedule update and supporting documentation, will approve or reject any such schedule update with written comments. If any Schedule update is rejected, the Contractor must submit a revised schedule update within five (5) days after the date of rejection.

e. The Contractor is required to attend a monthly Schedule update review meeting with the Commission Representative. The purpose of this meeting is to review past progress, current status, problem areas and future progress. The Contractor's narrative report will be reviewed at this meeting. The Contractor's representatives attending this meeting will have the authority to commit manpower and/or other resources to correct any negative impact to the Schedule as indicated on the Target Schedule Update.

f. Three Week Look-Ahead Schedule

   (1) The Contractor shall also provide weekly schedule updates and participate in a weekly schedule review (which may occur as part of the weekly progress meeting) to review the 3-Week Look-Ahead Schedule. The 3-Week Look-Ahead Schedule shall be a time-scaled logic diagram that may be generated directly from the current Target Schedule and provided as an electronic file in its native P3 or P6 format or it may be generated by another method approved by the Commission Representative, provided that the activities, durations and logic correspond directly to the activities, durations and logic in the current Target Schedule. Activities on the 3-week Look Ahead Schedule shall include an activity ID and description (relatable to the Activity ID and description used in the Target Schedule). The timeline for the 3-week Look-Ahead shall be the previous week's actual activities and the forecast activities for the upcoming two (2) weeks. The weekly Schedule Update review shall include a review of the status of any potential delays, change modifications, delays or requested revisions to the schedule.

5. Changes to the Target Schedule

a. If the Contractor proposes to make any changes to Milestone Dates in the Target Schedule, Contractor will notify the Commission Representative in writing, stating the reasons for the change, identifying each changed activity (including duration and interrelationships between activities) and providing a fragnet of the proposed schedule change in editable electronic format. However, such revisions or revised schedule shall not change or modify the Project Duration set forth in the Target Schedule or Book 1.

b. The Commission has the authority to approve or disapprove the proposed change in the Target Schedule Milestones and will do so in writing within seven (7) days after receipt of the Contractor's submission. If the Commission approves the changes to the Milestones in the Target Schedule the changed schedule will be designated the new "Target Schedule." All subsequent monthly updates will be plotted against the new "Target Schedule."

c. If it appears that the Target Schedule no longer represents the actual prosecution and progress of the Work at the Individual Level, the Commission Representative may request, and the Contractor shall submit within seven (7) days of the request, a revision to or revised Target Schedule along with a statement agreeing with the proposed change or setting forth Contractor's justification for not incorporating said revision. However, such revisions or

revised schedule shall not change or modify the Project Duration set forth in the Target Schedule or Book 1. The Commission Representative shall review and approve or disapprove Contractor's revision or revised Target Schedule within seven (7) days of receipt. Upon approval, the revision to the Target Schedule or revised Target Schedule shall be designated the new Target Schedule.

d. The Commission reserves the right to request a proposal from the Contractor to accelerate or compress the schedule in lieu of granting a Time Extension request in order to maintain the Contract Substantial Completion Date or original project duration (Acceleration Proposal). The Commission shall make any such Acceleration Proposal request in writing within ten (10) days of receipt of the Contractor's Time Extension Request. Contractor shall provide the Acceleration Proposal within ten (10) days of the Commission's request and the Commission shall have ten (10) days from the receipt of the Acceleration Proposal to advise Contractor of its recommendation regarding the Acceleration Proposal and Time Extension Request. Contractor's Acceleration Proposal shall include a detailed cost estimate and description of its proposed methodology for accelerating the schedule. If the Commission elects to proceed with the Contractor's Acceleration Proposal, the Commission shall issue a Field Order incorporating the Acceleration Proposal and a subsequent Change Order to revise the Contract Amount pursuant to Article 17.

6. Recovery Schedule

a. The Contractor must maintain an adequate work force and the necessary materials, supplies and equipment to meet the Target Schedule. If the Contractor, in the judgment of the Commission, is failing to meet the Target Schedule, including any Contract milestones, the Contractor, upon the written request of the Commission Representative, shall submit a recovery schedule.

b. The recovery schedule will set forth a plan to eliminate the schedule slippage (negative float). The plan must be specific to show the methods to achieve the recovery of time, i.e. increasing manpower, working overtime, weekend work, employing multiple shifts. All costs associated with implementing the recovery schedule will be borne by the Contractor.

c. Upon receipt of the recovery schedule, the Commission Representative will review the recovery schedule for conformance with the Contract Documents and degree of detail. The Commission will approve the recovery schedule or reject it with written comments within seven (7) days of receipt. If the detailed CPM recovery schedule is rejected, the Contractor must submit a revised CPM recovery schedule within five (5) days of the date of rejection.

d. If the Contractor refuses to follow the direction of the Commission, the Commission reserves the right, after serving seven (7) days written notice to the Contractor, to procure the materials, equipment and labor to proceed with or to complete the Work or any portion of it and charge the cost to the Contractor. The Commission's rights under this provision are cumulative to rights under any other provisions of the Contract including the Commission's rights to terminate for default or convenience.

7. Target Schedule Changes Directed by the Commission

a. The Commission Representative may direct the Contractor to revise the Target Schedule. Reasons for such direction may include, but are not limited to, the following: (1) changes in the Work; (2) re-phasing of the Project or any phase; (3) a change in the duration of the Project or phase; or (4) acceleration of the Project or phase.

b. The Commission Representative will direct the Contractor to provide a revised Target Schedule in writing.

c. The Contractor will provide the revised Target Schedule within ten (10) Days of receipt of the Commission's written direction, which revisions to the Target Schedule may be submitted as fragnet portions of the Schedule which, upon approval and incorporation into the Target Schedule will satisfy the Commission's direction to revise the Schedule. Contractor shall also submit a written description of the schedule changes necessitated by the Commission's request and a detailed explanation of any cost impacts to effectuate the requested Schedule changes.

d. The Commission has the authority, in its sole discretion, to approve or reject the Contractor's proposed revised Target Schedule and will do so in writing within seven (7) days after receipt of the Contractor's submission. If the

Commission Representative approves the revised Target Schedule, the Commission will initiate a Change Order, pursuant to which such revised Target Schedule will be designated the new Target Schedule and adjustment to the Contract Price (if any) to adjust the Project Schedule to achieve the Commission required schedule modifications.

SECTION 10.03 Non-Compensable Delays; Causes of Compensable Delay; Compensation for Delays; Delays Which Do Not Qualify for Time Extensions; Procedure For Time Extension Requests

1. Non-compensable Delays

a. For a cumulative period of 25% of the as-bid duration of the project in calendar Days (the "Non-Compensable Delay Period"), the Contractor will not be compensated for the following delays: Adverse weather delay days due to adverse weather conditions that when measured monthly are less than 25% more severe than the monthly averages for temperature or precipitation for Chicago (as determined by the National Oceanic & Atmospheric Administration); a delay in the commencement, prosecution or completion of the Work by any act of the Commission, including but not limited to a delay, change, addition, deletion or modification in the Work or any omission, neglect or default of the Commission, or by order of the Executive Director, or the Commission Representative; or by any cause beyond the Contractor's control, none of which are due to any fault, neglect act or omission on Contractor's part. However, the Contractor will be entitled to a Change Order providing a time extension for such delays. The Contractor agrees that the Change Order providing the time extension shall release the Commission, its employees and representatives from any and all claims for damages of whatever character, including but not limited to, disruption, changes in sequence, interference, inefficiency, field or home office costs for delays described above which cumulate to the number of days in the Non-Compensable Delay Period

2. Causes of Compensable Delay

a. If any of the following listed events results in delays to critical path activities and progress of the work which cumulatively have exceeded the Non-Compensable Delay Period and the Contractor has not caused a concurrent delay, such delays shall entitle the Contractor to compensation as provided in Section 10.03.3 Compensable Delays.

(1) Delays caused by the Commission or the Commission Representative, as described in Section 10.03.1 above;

(2) Acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the job site, or freight embargoes, provided that the listed causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes;

(3) Acts (including delays in acting or failure to act) of the State, City or other governmental or regulatory authority, including, without limitation, restraining orders or injunctions requiring that the Work be stopped, delays in permit issuance or occupancy inspection, that are not the result of any fault or negligence of the Contractor or any of its Subcontractors;

(4) Adverse weather delay days due to adverse weather conditions that when measured monthly are more than 25% more severe than the monthly averages for temperature or precipitation for Chicago (as determined by the National Oceanic & Atmospheric Administration), provided that actual adverse weather delays prevent work on critical path activities for more than 4 hours of a scheduled work day or cause a decrease in the field labor workforce hours on critical path activities of more than 70% on a scheduled work day; and

(5) Delays resulting from subsurface or otherwise concealed conditions encountered at the project site which differ materially from those indicated in the contract documents as described in Section 3.04 Site Conditions and Inspection.

3. Compensation for Delays

a. Payment for delays exceeding the Non-Compensable Delay Period, from the causes listed in Section 10.03.2 Causes of Compensable Delays, will be made for: extended field staff time for the prosecution of the work, labor

inefficiency, idle time for equipment (provided that Contractor proves that it took reasonable steps to mitigate damages regarding he idle equipment), relocation or storage of the material (on the site), winter protection costs (if applicable) and the cost of re-sequencing the work. The Contractor shall submit documentation satisfactory to the Commission Representative demonstrating costs incurred as a result of the Compensable Delay as part of its Time Extension Analysis pursuant to Section 10.03.5 below. Contractor shall be entitled to compensation only for those compensable delay days beyond the Non-Compensable Delay Period per Section 10.03.01 and not for the Days in the Non-Compensable Delay Period established pursuant to this Section 10.03. The Contractor shall not be entitled to compensation for any cost not expressly provided for in this paragraph.

4. Delays Which Do Not Qualify For Time Extensions

a. No extension of time will be granted under this section for any delay: (1) if the delay was caused by the action and/or inaction of the Contractor, including, but not limited to, the fault or negligence of the Contractor or any of its Subcontractors; or (2) for which any remedies are provided for or excluded by any other provision of the Contract. The Executive Director's permitting the Contractor to proceed with its Work, or any part thereof, after such extension will in no way operate as a waiver of any other rights on the part of the Commission.

5. Procedure for Time Extension Requests

a. No time extensions will be allowed unless they are set forth in a Change Order which has been approved and executed by the Commission.

b. The Contractor expressly consents to both the time requirements and notice content requirements for requesting an extension of time set forth in this Section 10.03.5. The Contractor acknowledges that the notice requirements set forth in this section 10.03.5 shall be strictly enforced and agrees that any failure on the part of the Contractor to provide notice strictly in accordance with the requirements of this Section 10.03.5 shall constitute a waiver of the Contractor's right to seek an extension of time or to file a dispute to the Executive Director under Article 18. The Contractor further acknowledges that the time requirements and content requirements of Section 10.03.5 have the purpose, among others, of allowing the Commission Representative and Commission to evaluate the time extension request contemporaneously with the event that has been claimed to cause the delay.

c. In order to request a Time Extension, a "Notice of Delay" or "Commencement of Delay" notice must be provided in writing to the Commission Representative, no more than five (5) calendar days after the commencement of the delay, otherwise the claim for the time extension is waived. A "Notice of Delay" shall be provided for a delay event that commenced and terminated within the five (5) day notice period. The Notice of Delay shall indicate the date of commencement of the delay and the date on which the delay terminated and shall include a brief description of the delaying event.

d. A "Commencement of Delay" notice shall be provided for an event of delay that continues beyond the five (5) day period for providing notice. If the cause of the delay continues for more than five (5) calendar days after the start of the delay, a "Termination of Delay" notice must be provided in writing, to the Commission Representative along with the "Request for Time Extension" within ten (10) calendar days after the termination of the delay.

e. The Contractor must submit its "Request for Time Extension" in writing to the Commission Representative within ten (10) calendar days after the termination of the delay. The "Request for Time Extension shall:
   (1) State the cause of the delay, identifying the type of Excusable Delay; state the facts giving rise to the delay; and state the number of days requested.
   (2) Specifically demonstrate the negative impact of the delay on the critical path of the Target Schedule by submitting a complete Time Impact Analysis (TIA) which shall include a fragmentary critical path network (Fragnet) that accounts for any float on the project and illustrates the impact of the alleged delay on the Target Schedule.

f. The Commission Representative shall advise the Contractor of its recommendation regarding the Time Extension request, in writing, within ten (10) days of receipt. If the Contractor and Commission Representative agree on the Time Extension to be granted, a Change Order will be processed and approved stating the Time Extension to be provided and any change to the Contract Amount.

g. The Executive Director may: 1) recommend that the entire Time Extension be granted; 2) recommend that a portion of the Time Extension be granted; or 3) deny the Time Extension. The Executive Director will provide the Contractor a final decision in writing within fifteen (15) days of receipt of the Time Extension request from the Commission Representative, or such additional time as the Executive Director requires, but not to exceed ten (10) additional days.

h. The Contractor must make a Dispute to the Executive Director, as required by Article 18, regarding any Time Extension request to which the Commission Representative and Contractor do not agree, as limited by this Section 10.03.5.h. The Contractor may not dispute the decision of the Commission Representative unless the Time Extension request exceeds five (5) calendar days or the liquidated damages exceed $10,000. The decision of the Executive Director is final for each Time Extension request of less than five (5) days, or if the liquidated damages assessed are less than $10,000.

Section 10.04 Liquidated Damages

1. If Contractor fails to complete the Work according to the Target Schedule, and if Book 1 provides for liquidated damages, then such liquidated damages, shall be assessed. The Commission will recover liquidated damages by deducting the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys due or that may become due are insufficient to cover said damages, then the Contractor will pay the amount due.

2. These liquidated damages are for Contractor's delay only, and nothing contained in this Contract limits the right of the Commission to recover from the Contractor any damages, costs and expenses sustained by the Commission due to Contractor's other improper performance hereunder, repudiation of the Contract by the Contractor, Contractor's other failure to perform, or Contractor's other breaches in any other respect, including but not limited to defective workmanship or materials.

Section 10.05 Completion of Punch List

1. It is also understood and agreed that TIME IS OF THE ESSENCE IN CLOSING OUT THE WORK. The Contractor agrees to begin performance immediately after receipt of notice of the Punch List Work.

2. The period to complete Punch List Work will be determined in the sole discretion of the Commission Representative. The time period for completion of the Punch List Work begins the day after the Punch List is provided to the Contractor. The Commission Representative may extend the period to complete Punch List Work for specific Work which requires the receipt of long lead-time materials. However, all other Punch List Work must be completed as required by this Section 10.05.

   a. Unless otherwise directed by the Commission Representative, failure of the Contractor or its Subcontractors to begin the Punch List Work prior to the expiration of three (3) days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.

   b. It is further understood and agreed that the Punch List Work will be continuously prosecuted once begun. Therefore, any gap of three (3) days during which Punch List Work is not being performed on the job site will also be construed as failure to prosecute the Work of the Contract.

Section 10.06 Notice of Labor Disputes

1. Whenever the Contractor has knowledge that any actual or potential labor disputes is delaying or threatens to delay the timely performance of this Contract, the Contractor must immediately give notice to the Commission Representative in accordance with the Notice provision of Section 22.05 and must include all available information with respect thereto to the Commission.

ARTICLE 11. MEETINGS AND PROGRESS DOCUMENTATION

Section 11.01 Pre-Construction Meeting

1. Prior to beginning Work, the Commission will conduct a pre-construction meeting as detailed below. Representatives of the Contractor and Subcontractors must attend. The purpose of the meeting is to establish lines of authority and communications and to identify duties and responsibilities of the organizations. Discussion will cover specific Drawings, Technical Specifications, unusual conditions, schedules of completion, and other features of the Contract. The Commission may conduct additional coordination meetings at its discretion.

2. Preconstruction Meeting
   a. A Preconstruction Meeting will be held at a time and place designated by the Commission Representative to identify responsibilities of the Contractor, Commission, Commission Representative and the Architect and to explain administrative procedures. The Commission Representative will set the due date for the Contractor's first payment application at the pre-construction meeting.

   b. The Contractor shall also address the following items at this meeting:
      (1) Submittal of preliminary construction schedule
      (2) Use of the Site
      (3) Delivery and Storage
      (4) Safety
      (5) Security
      (6) Clean Up
      (7) Administrative procedures relating to:
         i. Submittals
         ii. Progress Meeting Schedules
         iii. Change Orders
         iv. Applications for Payment
         v. Record Documents

   c. Attendees at this meeting shall include:
      (1) The Commission
      (2) The Architect
      (3) The Commission Representative
      (4) The Contractor's Superintendent, project manager and mechanical-electrical coordinator
      (5) MBE and WBE firms listed on the Schedule D and Schedule C (if applicable)
      (6) Other parties as directed by the Commission (ie. Consultants, subcontractors, agency representatives, etc.)

Section 11.02 Review Meetings

1. The Contractor is responsible for conducting and documenting weekly coordination meetings at the Site. The Contractor will arrange for Subcontractors to attend the meetings if expressly requested by the Commission Representative. Prior to each meeting, the Contractor must submit its schedule of activities and interfaces in the format required by the Commission. The meetings may include the following:
   a. Review of Work progress since the previous monthly review meeting.
   b. Discussion of field observations, problems and decisions.
   c. Review of off-Site fabrication problems and other problems affecting the schedule.
   d. Review of equipment deliveries.
   e. Discussion of corrective measures and procedures Contractor will use to achieve the Contract schedule.
   f. Review of submittal schedules and effect on the construction schedule.
   g. Review of proposed Contract changes and effect on the construction schedule.
   h. Coordination requirements.
   i. Clarifications and decisions required of the Commission.
   j. Review of Contractor's forces on the Work.
   k. Review of Project Record Document status and content.
   l. Review of the three (3) week look ahead schedule.
   m. Review of LEED and sustainability issues.

n. Review of Utility Coordination
o. Review RFI Submittals and Nonconformance logs
p. LEED and sustainability coordination
q. Pre-Commissioning and Commissioning
r. Construction coordination among disciplines
s. Commissioning

Section 11.03 Progress Documentation Requirements

1. Contractor's Construction Schedule ("Target Schedule"):
   a. Submit sample for review at preconstruction meeting.
   b. Submit updated Target Schedule at each monthly payment application review meeting and after each major change in the schedule.

2. Shop Drawings and Submittals Schedule:
   a. Submit shop drawings and submittals schedule with Target Schedule.

3. Progress Reports:
   a. Daily Construction Logs
      (1) Submit previous weeks' reports to Architect and Commission Representative at weekly progress meeting.
      (2) Daily Construction Logs: Every day, the Contractor must record the following information concerning events at the Site in a format acceptable to the Architect and the Commission Representative:
         i. Weather conditions; high and low temperatures.
         ii. Approximate number of persons working at the Site, by trade or Contractor.
         iii. Visitors to the Site.
         iv. Modifications to the Contract received; modifications implemented.
         v. Delays; reasons for delay.
         vi. Emergencies and accidents.
         vii. Equipment and system start-ups and tests.
         viii. Field quality control activities conducted.
         ix. Losses of material and property.
         x. Meetings held and significant decisions made.
         xi. Names of subcontractors at Site.
         xii. Orders and requests of representatives of governing authorities.
         xiii. Unusual events.
         xiv. Utility service disconnections and connections

   b. Monthly Progress Reports:
      (1) Submit sample for review at preconstruction meeting.
      (2) Failure to submit will result in delay to processing of Application for Payment.
      (3) The Contractor must prepare a narrative report describing the general state of completion of the Work and describing in detail the following:
         i. Actual and anticipated delays, impact on the schedule, and corrective actions taken or proposed.
         ii. Actual and potential problems.
         iii. Status of Change Order Work.
         iv. Effect of delays, problems, and changes on the schedules of other prime Contractors.
         v. Outstanding change proposal requests.
         vi. Status of corrective work ordered by the Architect.

   c. Monthly Progress Photographs:
      (1) Include in Monthly Progress Report, and submit at each monthly payment application review meeting.

4. Record Documents:
   a. Maintain current set at Site for reference and review by Architect and Commission Representative.

5. Photographs: Full color prints.
   a. Size 8" x 10", full bleed (borderless).
   b. Print on commercial-grade paper.
   c. Glossy finish.
   d. Provide three (3) prints of each view.
   e. Provide thorough photographic documentation of existing conditions.
   f. Submit negatives with prints.
   g. Identify each print on back with:
   h. Project name.
   i. Architect's name.
   j. Contractor's name.
   k. Photographer's name and address.
   l. Photograph date.
   m. Position and direction from which photo was taken.
   n. Identify each print on front in margin with Project name and date taken.
   o. Mount on 8 1/2" x 11" stock punched for 3-ring binder.
   p. Also provide compact disc with electronic media of photos in JPEG and RAW.

6. QUALITY ASSURANCE
   a. Network Analysis Procedures
      (1) Train appropriate Project personnel in proper methods of providing data and of using schedule information.
      (2) Establish procedures for monitoring and updating the schedule and for reporting progress.

7. COORDINATION
   a. In preparation of schedules, take into account the time allowed or required for the Architect's administrative procedures.
      (1) Allow a minimum of fifteen (15) calendar days for the Architects review of submittals.

8. WEEKLY PROGRESS MEETINGS

   a. The Contractor must schedule and conduct weekly progress meetings during construction period. Conduct additional progress meetings as directed by the Commission Representative as required by the progress of the Work.
      (1) Hold meetings at the Contractor's field office.
      (2) As often as practical, hold meetings on the same day of the week at the same time of day. When it is necessary to change the day or time of the meeting, notify the Commission Representative of the change a minimum of three (3) business days prior to the normal meeting day or the revised day, whichever is earlier.

   b. The following are required to attend:
      (1) Project superintendent, project manager and key support staff.
      (2) Major Subcontractors.
      (3) Commission Representative.

   c. The Commission Representative shall prepare and distribute agenda prior to meetings; cover the following topics when applicable:
      (1) Review minutes of previous meeting.
      (2) Status of submittals and impending submittals.
      (3) Actual progress of activities in relation to the schedule.
      (4) Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
      (5) Actual and potential problems.
      (6) Status of corrective work ordered by the Architect.
      (7) Progress expected to be made during the next period.

   d. The Architect or Commission Representative shall record minutes and distribute copies to the participants and to all entities affected by decisions made.

9. PREINSTALLATION AND PREFABRICATION CONFERENCES

a. The Contractor shall call these conferences where required by the individual Specification sections for the purpose of reviewing product selections, procedures for executing work, and coordination with or among Subcontractors. The place, date, and time of these conferences shall be scheduled by the Contractor after coordination with the Commission Representative. Do not schedule these conferences until the Subcontractor executing the work has made the submittals called for in the Contract Documents and they have been returned to the Contractor "Approved" or "Approved as Noted" by the Architect; and when the Subcontractor executing the work has made the quality control submittals called for in the Contract Documents and their receipt has been acknowledged to the Contractor by the Architect. The following parties shall attend these conferences:

(1) The Contractor.
(2) The Contractor's Mechanical, Electrical, Plumbing and Fire Protection coordinator.
(3) The Subcontractor executing the work.
(4) Subcontractors affected by the work.
(5) Manufacturer's representatives.
(6) The testing laboratory, when applicable.
(7) The Commission Representative.
(8) The Commission's Commissioning Agent (when applicable)

b. Date, time, and place of meetings are to be acceptable to the Commission, the Commission Representative, and the Architect.

ARTICLE 12. COMMISSION PROPERTY

Section 12.01 Ownership of Drawings, Specifications and Models

1. All copies of Drawings and Technical Specifications furnished by the Architect are the property of the Commission. Such copies are not to be used on any other work or project and, with the exception of the signed Contract set, are to be returned to the Commission with a copy of the transmittal letter to the Commission Representative at the completion of the Work. All models are the property of the Commission. During the performance of its Work, the Contractor shall be responsible for any loss or damage to documents while in the Contractor's possession or the possession of a Subcontractor and any such documents so lost or damaged shall be restored at the expense of the Contractor

2. The Contractor shall deliver, or cause to be delivered at any time during the term of this Contract, all documents, including but not limited to drawings, models, specifications, estimates, reports, studies, maps and computations, prepared by or for the Commission, to the Commission Representative promptly upon reasonable demand therefore or upon termination or completion of the Work hereunder. In the event of the failure by the Contractor to make such delivery, the Contractor shall pay to the Commission damages the Commission may sustain by reason thereof, including consequential damages.

Section 12.02 Confidentiality

1. All of the reports information, or data, prepared or assembled by or provided to the Contractor under this Contract are confidential and the Contractor agrees that, except as specifically authorized herein or as may be required by law, it shall not make available said reports, information, or data, to any other individual or organization, without the prior approval of the Commission. In addition, the Contractor must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Project or Contractor's work.

Section 12.03 Right of Entry

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

2. Inspections. The Contractor acknowledges that the Commission has the right of access to the Site at all times and the right to inspect all Work during the term of the Contract.

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

Section 12.04 Damage to Property

1. If the Contractor causes damage to Commission or User Agency property, the Contractor must, at the sole option of the Commission, either: 1) pay the cost of repair of the damage; or 2) repair or replace any property so damaged. The Commission has the right to a set-off against payments to the Contractor under this Contract for the cost of any such repairs.

Section 12.05 Use of Completed Portions of the Work

1. After Substantial Completion of the Work in any space(s) in the Project, the Commission will have the right to use and

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

2. If the Commission desires to exercise the right of partial occupancy prior to Substantial Completion and Final Completion and Acceptance of the Work as provided below, the Contractor will cooperate with the Commission in making available for the Commission's use such services as heating, ventilating, cooling, water, lighting, and telephone for the space(s) to be occupied. If the equipment required to furnish such services is not entirely complete at the time the Commission desires to occupy the aforesaid space(s), the Contractor will make all reasonable efforts to complete it as soon as possible. The cost of utilities to partially or temporarily occupied Work pursuant to this Section 12.05 is a cost of the Work, unless the Commission notifies Contractor otherwise prior to use of such utilities.

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

4. In any case, when the Commission occupies or begins to use any portion of the Work pursuant to this Section 12.05, the Commission will give the Contractor notice in writing of its occupancy and/or use of the space(s) involved.

ARTICLE 13. QUALITY OF WORKMANSHIP, MATERIALS, AND EQUIPMENT

Section 13.01 Standard of Performance

1. In addition to performing the Work in full compliance with the Contract Documents, the Contractor will perform, or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by qualified and experienced contractors in performing work in projects of a scope and magnitude comparable to the Project.

Section 13.02 Contractor's Quality Program

1. Scope of Contractor's Quality Program (CQP)
   a. Quality is the responsibility of the Contractor. This responsibility includes development and implementation of a Contractor's Quality Program for quality management and construction activities. The CQP must satisfy the requirements of the Contract Documents. The Contractor must develop and implement an appropriate quality program to achieve a level of quality consistent with the Contract requirements.

   b. Throughout the course of the work, the CQP will be subject to continual monitoring to assess the effectiveness of the quality processes employed by the Contractor. The Contractor's implementation of and compliance with its CQP are subject to monitoring and audit by the Commission. The Contactor must address the Commission's concerns and audit findings. The Commission will pursue its remedies under the Contract for Contractor's failure to appropriately resolve such concerns and findings.

2. Contractor's Quality Program
   a. The Contractor must establish, implement, and maintain an effective quality program to manage, control, and document the work and assure that the Work conforms to the requirements of the Contract. The Contractor must communicate, implement, and follow the CQP at all levels of its organization.

   b. The CQP must describe the policies, plans, procedures, and organization necessary to exercise control and ensure quality. It must cover materials, equipment, workmanship, fabrication, and operations furnished both onsite and offsite by the Contactor. The CQP must be an internally approved document, signed by the Contractor's management representative, and must contain a revision number and effective date. The CQP must also include a written statement, signed by the Contractor's Quality Representative, that the program satisfies the requirements of the Contract.

   c. Organization of the quality functions and activities for the Project must be supported by the management structure of the Contractor. The choice and level of application of the quality program must be appropriate for the Project.

   d. Responsibility for achievement of quality must be acknowledged by all management, construction and support personnel of the Contractor. Subcontractors (including suppliers), testing laboratories, and consultants employed by the Contractor must also conform to the commitments specified in the Contract and the CQP.

3. Submittal of Contractor's Quality Program
   a. Within fourteen (14) days after the Notice to Proceed, the Contractor must provide its internally approved CQP to the Commission Representative for review and acceptance. If the Contractor fails to submit its CQP within the required time, or if the CQP is not accepted, the Commission may suspend the Work until the Contractor furnishes an acceptable CQP. The Contractor shall not receive a time extension for the period of any such suspension.

4. Acceptance of the Contractor's Quality Program
   a. The Commission Representative is responsible for reviewing and accepting the CQP. This acceptance is conditional based on satisfactory performance throughout the course of the work. As work progresses, the Contractor may be required to revise the CQP to maintain a quality of construction consistent with the Contract. Should this revision of the CQP be required, the revised CQP will again be subject to acceptance by the Commission Representative.

5. Proposed Changes to the Contractor's Quality Program

a. The Contractor must notify the Commission Representative, in writing, of any proposed change to the CQP. Any changes to the accepted CQP will be subject to the same acceptance process stated in Section 13.02.4.a. above.

Section 13.03 Labor, Materials and Equipment

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

2. Any Work, materials or equipment which does not conform to these requirements or the standards set forth in the Contract Documents may be disapproved and rejected by the Architect or Commission, in which case it will be removed and replaced by the Contractor as provided hereinafter in Section 13.08, "Correction of Work Before Final Payment" or Section 13.09 "Correction of Work After Final Payment."

3. The Contractor will keep proper inventories, provide adequate protection against the weather, and maintain security measures against theft and vandalism with respect to all stored materials, fixtures, and equipment for items stored on-Site and not yet incorporated into the Work.

4. The Site will not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for this Project.

5. The Contractor will review any specified construction or installation procedures (including those recommended by any product manufacturer). The Contractor will advise the Architect and Commission Representative in writing 7 Days prior to commencing Work, on items affected:
   a. if any specified procedure deviates from good construction practice;
   b. if following any specified procedure will affect any warranties; or
   c. if there are any objections which the Contractor may have to any specified procedure.

Section 13.04 Source of Materials

1. Contractor will notify the Commission Representative in writing as soon as possible after the Contract has been awarded, but not less than 3 weeks prior to the need for inspection and testing of the source (or sources) from which Contractor expects to obtain the various construction materials. The source of supply of each materials used will be approved by the Commission before delivery is commenced. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the Commission, the Contractor will furnish materials from other approved sources.

Section 13.05 Products

1. The Contract executed hereunder requires the use of the materials, equipment, or processes specifically named in the Contract Documents except as otherwise provided herein. The word "processes" as used herein includes methods or systems of construction.

2. Manufacturer and Products. The term "product" as used herein refers to items to be purchased for incorporating into the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system" and words of similar intent.

   a. Products of the same general type will be from the same manufacturer throughout the Project to provide uniform appearance, operation, and maintenance.

   b. Products furnished will be of current production and product of a manufacturer regularly engaged in the manufacture of such products, for which replacement parts are available.

   c. Products must be new, Testing Laboratory-labeled, by a laboratory listed in Section 14.04, where applicable, and will bear the manufacturer's name, model number, and ratings of equipment. "New" means products that have not previously been incorporated into another project or facility, except that products consisting of recycled content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not

considered new products.

d. Manufacturers of equipment assemblies, which include components made by others, will assume complete responsibility and warranty for the final assembled unit.

3. Product Selection and Options

a. Product Specifications. The products and materials to be provided must meet the performance and technical requirements of the Contract Documents. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect. If available, and unless custom products or non-standard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects. The Commission reserves the right to limit selection to products with warranties that do not conflict with the requirements of the Contract Documents. Where products are accompanied by the term "as selected," the Authorized Commission Representative will provide the selection. Where products are accompanied by the term "match sample," the sample to be matched is that provided by the Authorized Commission Representative. Where products are specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," the product proposed by Contractor must be approved by the substitution process set forth in Section 13.06 below.

b. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of the date of the Contract Documents.

c. Comparable Product: Product that is demonstrated and approved through the substitution process set forth below to have the indicated qualities related to the type, function, dimension, in-service performance, physical properties, appearance and other characteristics that equal or exceed those of the listed product.

d. Basis-of-Design Products: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance and other characteristics for purposes of evaluating comparable products of other named manufacturers.

e. Product Selection Procedures:

(1) Products: Where specification paragraphs or subparagraphs titled "Products" provide a list of names of both products and manufacturers, Contractor must provide one of the products listed that complies with the requirements of the specification.

(2) Manufacturers: Where specification paragraphs or subparagraphs titled "Manufacturers" provide a list of manufacturers' names, Contractor must provide a product by one of the manufacturers listed that complies with the requirements of the specification.

(3) Available Products: Where specification paragraphs or subparagraphs titled "Available Products" provide a list of names of both products and manufacturers, Contractor must provide one of the products listed that complies with the requirements of the specification.

(4) Available Manufacturers: Where specification paragraphs or subparagraphs titled "Available Manufacturers" provide a list of manufacturers' names, Contractor must provide a product by one of the manufacturers listed that complies with the requirements of the specification.

(5) Product Options: Where specification paragraphs or subparagraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on drawings are based on a specific product or system, provide either the specific product or system indicated, or a comparable product or system by one of the other named manufacturers. As stated in Subparagraph 4.c above, products must be approved by the substitution process set forth in Section 13.06 below in order to be deemed "comparable."

(6) Basis-of-Design Products: Where specification paragraphs or subparagraphs titled "Basis-of-Design

Products" are included, and provide or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and specifications indicate sizes, profiles, dimensions and other characteristics that are based on the product named. As stated in Subparagraph 4.c above, products must be approved by the substitution process set forth in Section 13.06 below in order to be deemed "comparable."

Section 13.06 Substitution of Products or Materials

1. The Authorized Commission Representative will receive and consider the Contractor's request for substitution if, and only if, all of the following conditions are met. If Contractor fails to meet these conditions, the Authorized Commission Representative will return the request without action, other than to record non-compliance with these requirements.
   a. The reason for proposing the substitution is one of the following:
      (1) The specified product or method of construction is no longer available.
      (2) There is no condition under which the specified product or method of construction can be installed as shown on the Contract Documents.
      (3) There is no condition under which the specified product or method of construction can be provided within the time limits of the Contract.

   b. Extensive revisions to the Contract Documents are not required.
   c. Proposed substitutions are in keeping with the general intent of the Contract Documents.
   d. The request is timely, fully documented and properly submitted.

2. Changes in products, materials, equipment, systems and methods of construction required by the Contract Documents and proposed by the Contractor after award of the Contract are considered to be requests for substitutions and will be addressed in the manner set forth below. Requests for substitution will be considered only in case of product unavailability or other conditions beyond the control of the Contractor. The following are not considered to be requests for substitutions and are not subject to the provisions of this Section:

   a. changes requested during the bidding period and accepted by the Commission by addendum prior to the award of the contract;
   b. revisions to the Contract Documents requested by the Commission or the Commission's Architect and issued to the Contractor via a design bulletin.
   c. specified options of products and construction methods included in the Contract Documents.

3. Each request for substitution must be submitted separately and must include:
   a. Three copies of the request, using the form included in the Article 15 of Book 2.
   b. Contractor must identify the product or fabrication or installation method to be replaced in each request, including the related Specification Section and/or Drawing numbers.
   c. Contractor must provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
      (1) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by other contractors that will be necessary to accommodate the proposed substitution.
      (2) A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as performance, weight, size, durability and visual effect.
      (3) Product data, including Drawings and descriptions of products and fabrication and installation procedures.
      (4) Samples, where applicable or requested by the Authorized Commission Representative.
      (5) A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. The proposed substitution will not extend the Term of the Contract.
      (6) Cost information, including a proposal of the net change in the Contract Sum, if any, submitted in the format required for Change Order requests and the designation of any required license fees or royalties.
      (7) Contractor's certification that the proposed substitution conforms to the requirements of the Contract Documents in every respect and is appropriate for the applications indicated.
      (8) Contractor must designate the availability of maintenance services and source of replacement materials for any proposed substitution.
      (9) The Contractor's waiver of rights to additional payment or time that may become necessary because of the

failure of the substitution to perform in accordance with the Contract Documents.

4. The Contractor warrants and represents that in making a formal request for substitution that:
   a. The proposed substitution is equivalent to or superior in all respects to the product specified,
   b. At a minimum, the same warranties and guarantees will be provided for the substitute as for the product specified.
   c. The Contractor will coordinate the installation of accepted substitutes into the Work and will make such changes as may be required for the Work to be complete in all respects.

5. If the evidence presented by the Contractor does not provide reasonable certainty that the proposed substitution or deviations will provide a quality or result at least equal to that attainable by the product specified, the Commission Representative may reject the proposed substitution or deviation without further investigation.

6. The Commission Representative will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Commission Representative will not approve proposed substitutes as equal to items specified which, in the Commission Representative's opinion, would be inconsistent with the character, quality or design of the Project.

7. Any additional cost, or any loss or damage, arising from the substitution of any material or method for those specified must be borne by the Contractor, including the cost for damages incurred by other contractors, notwithstanding approval or acceptance of such substitution by the Commission Representative, unless such substitution was initiated at the written request or direction of the Commission Representative.

8. The Commission reserves the right to request additional information from the Contractor for any request for substitution within 7 days of the submittal of Contractor's request. The Authorized Commission Representative will notify the Contractor of acceptance or rejection of the substitution within 14 days of receipt of the request, or 7 days of receipt of additional information, whichever is later. If the Authorized Commission Representative fails to respond within the time frame stated herein, Contractor must use the product specified.

9. Approval by the Commission Representative of a substitution of material must be given pursuant to a Contract modification as required in Article 17, "Changes in the Work."

10. The Contractor's submittal, and the Commission's acceptance, of Shop Drawings, Product Data or Samples for construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor do they constitute approval of a substitution.

11. Manufacturer's nameplates will not be permanently attached to ornamental and miscellaneous metal work, furnishings and equipment, doors, frames, millwork and similar factory-fabricated products on which, in the Commission's opinion, the nameplate would be objectionable if visible after installation of the Work, without the prior written consent of the Commission Representative. This does not apply to Underwriters' Laboratories labels where required, nor to manufacturers' name and rating plates on mechanical and electrical equipment.

Section 13.07 Adjustment of Equipment

1. Before the Work is turned over to the Commission, the Contractor must furnish the necessary instruments, test equipment, services, and personnel required to adjust and balance each piece of equipment in order to provide a smoothly functioning, well-integrated system complying with the letter and intent of the Contract Documents.

Section 13.08 Correction of Work Before Final Payment

1. When Work is rejected by the Commission as failing to conform to the Contract Documents, the Contractor must promptly remove such Work, including all related materials and equipment, whether incorporated in the Work or not, from the Site. The Contractor will promptly replace and re-execute such Work in accordance with the Contract Documents and without expense to the Commission. Contractor will also bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

2. If the Contractor does not remove such rejected Work, materials, and equipment within a reasonable time, as determined by written notice of the Commission, the Commission may, at the expense of the Contractor, remove and dispose of such rejected Work as the Commission sees fit. If the Contractor does not pay the cost and expenses of such

removal within 10 Days, the Commission may deduct all such costs and expenses from any monies due the Contractor.

3. If the Work deviates from the requirements of the Contract Documents, the Contractor will be responsible for all resulting damages. A claim by the Contractor that performing the Work without deviation from what is required by the Contract Documents would also have caused or resulted in damages will not be available to the Contractor as a defense or a claim to reduce the Contractor's liability. This provision does not limit the other rights of the Commission or Architect or other obligations of the Contractor.

Section 13.09 Correction of Work after Final Payment

1. The final certificate of occupancy, final acceptance of the Project, final payment, or any provision in the Contract Documents does not relieve the Contractor of responsibility for faulty materials, equipment or workmanship. Unless otherwise specified, the Contractor will remedy any defects and pay for any damage to other Work resulting therefrom. The Commission will give timely written notice of such defects.

Section 13.10 Guarantees and Warranties

1. Contractor's Guarantee
   a. Unless stated otherwise in the Technical Specifications, the Contractor guarantees all of the Work and each and every part thereof, including, by way of illustration and not limitation, all workmanship, materials, equipment, supplies, services, and facilities that are furnished, produced, fabricated, installed, constructed, or built pursuant to the Contract Documents for the respective periods of time called for by the respective requirements of the Contract Documents, and, if no period is specified, the Guarantee will be for a period of one (1) year, against defects which result from the use of defective or inferior materials, equipment, supplies, services, facilities or workmanship or from Work not in compliance with or not performed in accordance with the Drawings or specifications. The Contractor will provide this guarantee to the Commission in writing using Exhibit Q, which may not be revised. The guarantee period will run from and after the date of Substantial Completion of the Work, unless the Contract Documents specify a different date for the commencement of the running of the guarantee period. No part of the Work will be held to be accepted until Substantial Completion of the Work (except where other arrangements have been made under Section 12.04.3 "Use of Completed Portions of the Work" hereof).

   b. The Contractor agrees as part of this guarantee to repair or remove and replace as directed by the Commission and, at no cost to the Commission, all the Work, materials, equipment, supplies, services, and facilities which prove defective during the applicable guarantee period or which fail to conform to the Contract Documents. The Contractor agrees to repair, remove and replace, or pay for as directed by the Commission, at no cost to the Commission, all damaged portions of the Project and the contents and equipment thereof, resulting from or which are incidental to such defects or failure to conform to the Contract Documents. All repairs, removals and replacements must be commenced within 10 Days of written notice from the Commission, and sufficient labor and materials sufficient must be furnished to ensure prompt completion thereof. Should the Contractor fail to proceed in accordance with the above, the Commission, without further notice to the Contractor, may furnish all labor and material necessary for repairs, or removals and replacements, and the Contractor agrees to pay the Commission all such costs incurred.

2. Manufacturer's Warranties
   a. The Contractor will:
      (1) Ensure that all required Manufacturer's Warranties are assignable, and assigned, to the Commission and/or User Agency.
      (2) Submit all applicable Manufacturer's Warranties to the Commission Representative and ensure that all warranty forms have been completed in the Commission's and/or User Agency's name and registered with the appropriate manufacturers.
   b. Repairs and replacements made by the Contractor pursuant to this section will include a Manufacturer's Warranty, if standard with the Manufacturer, in addition to the Contractor's Warranty.

Section 13.11 Contractor's Quality Program Elements and Requirements

1. The Contractor Quality Program (CQP), to be provided by Contractor, must include the items listed below. Contractor must submit its Contractor Quality Plan to the Commission Representative for review.

2. Management Responsibility (Responsibility, Accountability, Authority, Organizational, and Technical Interfaces) General quality control activities.

a. The CQP must declare and document the commitment to quality by the Contractor's executive management.

b. The CQP must contain an organization chart illustrating lines of authority and the interrelationship of those responsible for executive management, project management, and quality functions. It must describe the quality organization in detail and identify personnel responsible for: initiating action to prevent quality problems, identifying and recording quality problems, initiating solutions, and verifying implementation of solutions to quality. It must include the resumes of key personnel for Commission review.

c. The Contractor must assign a Quality Representative (QR) to this project who will implement and administer the CQP and have the authority to act in all quality matters for the Contractor. The QR must be qualified for the position by education, training, and experience. Qualification must be demonstrated by a description of education, training, and previous quality assignments, with related duties and responsibilities, for a period sufficient to establish the appointee's quality management experience.

d. The Contractor must maintain a staff of sufficient size and composition under the direction of the QR to perform all contractor quality control and activities in order to ensure contract compliance whether the work is performed by the Contractor's own staff or by Subcontractors. Personnel responsible for quality must be suitably trained and qualified for the quality activities they are assigned. The Contractor's quality control organization may vary as the project progresses; however, at all times it must be compatible with the level of effort and capability required by the Contract.

e. Personnel responsible for quality verification must have the necessary authority and independence to perform their roles effectively; they must be independent of those having direct responsibility for the work being performed. This can be accomplished if those ensuring or controlling quality report on a higher level than those having direct responsibility for the work. The QR and those individuals responsible for cost, construction, schedule, or production should not be the same individual.

f. The Contractor's management must conduct periodic reviews of the CQP to assess the suitability and effectiveness of the CQP in satisfying the requirements stated in the Contractor's quality policy. The Contractor should document these reviews.

2. Documented Quality System.

a. The Contractor must develop, implement, and maintain a documented quality system to ensure that project quality objectives are satisfied. The structure of the documented quality system must identify those construction activities that must be performed to achieve constructed facilities capable of performing designed functions.

b. As a minimum, the documented quality system must include written policies and procedures for the following:

(1) A management-level commitment to quality and a statement of corporate quality policy;

(2) A detailed description of how the corporate policy is implemented and documented, and by whom; and

(3) Procedures and forms to document performance of quality-related activities and the results of those activities.

a. The documented quality system must document the policies and procedures necessary to achieve satisfactory construction. Written policies and procedures must address pertinent areas within the construction activity to assure implement, maintain, and improve quality. Procedures must also be developed, implemented, and maintained for control of processes including inspection, testing, nondestructive examination, disposition of nonconforming product, corrective action, maintenance of quality records, quality audits, and training.

b. The documented quality system must establish the controls and responsibilities for the development, review, verification, approval, validation, and revision of documented procedures. Documented procedures are those that result in generating records substantiating the performance and outcome of quality-related activities. They follow a specified format and show current revision level, approval or effective date, and approval signature. The Contractor will use the following format for documenting procedures:

(1) Purpose: Reason why the procedure is being initiated.
(2) Scope: Boundaries of the procedure; i.e., to whom or to what the procedure applies.
(3) References: Documents referred to for standards to be followed in relation to the procedure as well as for information and background.
(4) Definitions: Explanation of words or terms used in the procedure that are not self-explanatory.
(5) Procedure: The sequence of required actions to be performed and the person responsible for performing those actions.
(6) Attachments: Documents and/or related materials that are needed for the procedural process such as transmittal letters, forms, and flow charts.
(7) Provisions: Items of information, instructions, or special conditions applicable to the procedure.

c. The documented quality system must:

(1) Use a uniform procedure numbering system.
(2) Establish quality record capture statements within each applicable procedure that identify the quality records generated by the procedure. Procedures must contain formats for the quality records needed to ensure that the procedures are followed and documentation requirements are understood.
(3) Establish systems for the control of procedures.
(4) Ensure that procedures contain qualitative and quantitative acceptance criteria when applicable.
(5) Establish requirements to prepare, approve, and distribute procedures prior to their need or initial use.
(6) Provide a mechanism for a quick change or issuance of a procedure under specific emergency-related conditions or circumstances.
(7) Identify procedures that are controlled documents.
(8) Require a periodic review of procedures to ensure current usability and compatibility with interfacing procedures.

d. The Contractor should plan and define construction activities to achieve quality objectives. The plan should address construction sequences so that activities are performed in the appropriate order to promote quality. Documented system controls should be implemented to cover all construction operations, including both onsite and offsite manufacturing and fabrication. These controls should be keyed to the Schedule and provide written records of the results. As a minimum, these controls should include the following three phases:

(1) Preparation Phase -Prior to beginning construction on any definable feature of work. (A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements.) The plan must include the following:

i. Review of the contract requirements

ii. Verification that all materials and/or equipment have been tested, submitted, and approved

iii. Verification that provisions have been made to verify that the required quality control testing was performed.

iv. Examination of work areas to ascertain that all preliminary work has been completed

v. Physical examination of materials, equipment, and sample work to ensure conformance to approved shop drawings or submitted data and that all materials and equipment are on hand

(2) Initial Phase - At the beginning of each definable feature of work. It should include the following:

i. Check of preliminary work

ii. Verification of full compliance with Contractual requirements

iii. Establishment of level of workmanship

iv. Resolution of all differences

(3) Follow-up Phase - Periodic checks performed to ensure continuing compliance with Contract requirements until the completion of the particular feature of work.

3. Design Control.

a. Design activities are not normally within the Contractor's work scope. This element must be considered, however, if any design activity is contemplated. If no design activity is contemplated, the CQP should include a statement of non-applicability of this element.

4. Document Control. Document control includes management of submittals and control of all documents and document changes.

a. The Contractor should develop, implement, and maintain documented procedures for scheduling and managing Contractor and Subcontractor submittals and for document control. The procedures should define the responsibility and authority for preparing, reviewing, approving, issuing, recording, revising, and distributing documents for activities affecting the quality of the Work.

b. The Contractor should establish a document control system that ensures that the latest approved documents, drawings, and specifications are available prior to the start of the Work and that the Work is performed in accordance with the latest approved documents.

c. Changes to documents must be processed in writing and records must reflect all changes as generated. Changes to documents and data must be reviewed by the same authorized personnel who reviewed and approved the original documents unless the control procedures specifically allow otherwise. Changes must be distributed promptly to all locations.

d. The Contractor's document control system must include methods for elimination of obsolete documents from each work location. Any superseded documents retained for the record must be clearly identified as such.

e. The Contractor must maintain a master list of controlled documents enumerating the current revision of each document.

f. The following are examples of the types of documents requiring control:

(1) Requests for Information (RFI) and responses

(2) Drawings

(3) Specifications

(4) Inspection procedures

(5) Test procedures

(6) Special work instructions

(7) Operational procedures

(8) Quality program and procedures

5. Subcontractor Evaluation and Procurement Control.
   a. Subcontractor services must comply with all quality requirements specified for the Contractor. Subcontractors and suppliers may adopt and implement the Contractor's CQP or use approved in-house quality programs appropriate to their work and meeting all applicable codes, standards, specifications, and guidelines. The Contractor should review any Subcontractor or supplier quality program used to control work on the project to verify its compliance with these requirements.

   b. The Contractor should ensure that services are procured only from sources capable of meeting the requirements of the Contract and procurement documents. Subcontractors and suppliers under consideration should be evaluated on the basis of the following:

      (1) Technical competence as evidenced by professional qualifications and experience of the firm and committed personnel
      (2) Past performance on related or similar projects
      (3) Familiarity with Project guidelines and other applicable codes and standards
      (4) Current commitments of the and key personnel
      (5) Safety and criticality of the project and activity

   c. The Contractor must ensure that contract or procurement documents for Subcontractor services clearly specify the quality expectations of the PBC/PMO, including relevant standards, drawings, specifications, process requirements, inspection instructions, and approval criteria for materials, processes, and product. As appropriate, the Contractor should define the means and methods for handling, storage, packaging, and delivery of product. The Contractor's purchasing documents should be reviewed and approved by a Contractor designated authority for adequacy of specified quality requirements prior to release.

   d. The Contractor must document all Subcontractor and supplier evaluation and procurement control activities.

   e. As appropriate, the Contractor's contract with its Subcontractors and suppliers should include provisions for source inspection by the Contractor, Authority, or other authorized representatives of those quality characteristics which cannot be verified during subsequent processing. Source inspection plans should include mandatory hold points where the Contractor could verify compliance with the Contract requirements.

6. Handling, Storage, and Control of Materials and Equipment.

   a. The Contractor must develop, implement, and maintain documented procedures for handling, storage, and control of materials and equipment. These should address the following, as appropriate:

      (1) Measures to ensure that inappropriate storage, handling, lifting, and rigging methods do not degrade or compromise the quality of an item.
      (2) Methods for cleaning, preserving, and storing material and equipment.
      (3) Verification and control certificates of compliance and conformance and other supporting documentation.

   b. The Contractor must develop, implement, and maintain documented procedures to control product identification and traceability to prevent the use of incorrect or defective items; and to ensure that only correct and acceptable items are used or installed.

   c. The Contractor must segregate or otherwise identify items that fail to possess identification, or items for which record traceability has been lost, or items which do not conform to requirements to prevent use or installation. The Contractor should ensure that items can be identified by how they are marked or where they are located.

   d. The Contractor must implement methods of handling and storage to prevent damage to, and loss of, materials and equipment. If appropriate, contract and procurement documents should require measures to ensure proper handling and storage of material and equipment by Contractor's Subcontractors and

suppliers.

7. Control of Special Processes.

   a. The Contractor must develop, implement, and maintain documented procedures for controlling special processes. Special processes are those that require: qualification of personnel performing the process, qualification of the process itself, and control of the process and equipment used to perform the process. Special processes include welding, nondestructive testing, and heat treating. Control of special processes should include the following:
      (1) The Contractor should use qualified and certified personnel to perform special processes. Their certifications should be current and appropriate for the special process they are performing.
      (2) Special processes should be qualified, or meet the requisites for prequalification. The material and equipment used to perform the special process should be qualified, properly controlled, and maintained.
      (3) The Contractors, Subcontractors, or Fabrications inspectors of special processes should be properly qualified and certified, and their certifications should be current.
      (4) Work involving special processes should be identified, planned, and performed in the proper sequence under controlled conditions according to the referenced standards.
      (5) Work involving special processes should be performed using documented procedures or work instructions.

   b. The Contractor must document the control of special processes according to the referenced standards, and keep records of the control measures.

   c. The Contractor must ensure that requirements for process control and procedures for special processes are included in its contract and procurement documents if appropriate to the direction of its Subcontractors and suppliers.

8. Corrective Action.

   a. The Contractor must investigate the cause of non-conformances and take appropriate corrective action to prevent recurrences. The identification, cause, and corrective action planned and taken should be documented. Corrective action taken with respect to nonconforming Work should be proactive so as to eliminate potential problems, which have not yet occurred.

   b. The Contractor must develop, implement, and maintain documented corrective action procedures for the following:

      (1) Analyzing processes to detect and eliminate potential causes of nonconformance.
      (2) Initiating preventive actions to deal with problems to a level corresponding to the risks encountered.
      (3) Ensuring implementation and effectiveness of corrective actions.
      (4) Implementing and recording changes in procedures resulting from corrective actions.

   c. The Contractor must ensure that applicable requirements for corrective action by its Subcontractors and suppliers are included in its contract and procurement documents.

9. Documentation by Quality Records.

   a. The CQP must contain provisions for identification of types of quality records to be maintained and for their retrievability and retention. The Contractor should maintain quality records in accordance with applicable procedures as evidence that all of its activities and those of its Subcontractors comply with the requirements of the CQP.

   b. The Contractor must develop, implement, and maintain documented procedures control of quality records. Responsibility for production, collection, indexing, filing, storage, maintenance, and disposition of quality records should be established.

c. Quality records must be legible and should specify the type of activities involved. Records should be kept in a suitable environment to prevent deterioration, damage, and unauthorized access. Retention times and final disposition should be established and recorded.

d. Subcontractor and supplier quality records must be included in the Contractor's quality records maintenance plan where pertinent.

e. Quality records requiring control should include, but should not be limited to, the following:

i. Qualification records for personnel, processes, and equipment
ii. Nonconformance and corrective action reports
iii. Documentation of audit and surveillance activities
iv. Material and equipment certificates of conformance or compliance or both; certified material test reports
v. Drawings, procedures, and the CQP
vi. Certification and training records
vii. Subcontractor and supplier evaluations
viii. Subcontractor documentation

10. Contractor Surveillance/Internal Audit.

a. The Contractor must develop, implement, and maintain documented procedures for the control of audit and surveillance activities. Audits, surveillance's, and follow-up actions must be scheduled and conducted by qualified quality personnel. All audit and surveillance activities must be documented.

b. The Contractor must establish and maintain a system of internal audits to verify and assess its compliance with the requirements of the CQP.

c. The Contractor must establish and maintain a system of surveillance or external audits to verify and assess compliance by its Subcontractors and suppliers with the CQP or other approved quality program.

d. Results of audits and surveillance's must be presented to the personnel having responsibility in the area being audited. Responsible management personnel must take timely corrective action on the deficiencies found by internal audits.

e. The Contractor must ensure that requirements for surveillance and internal audit by Subcontractors and suppliers are included in its Contract and procurement documents for the same.

11. Certification And Training.

a. The Contractor must provide training, qualification, and certification programs in accordance with recognized guidelines for personnel affecting and assuring quality. Personnel must have demonstrated competence in the specific area and have adequate understanding of the project requirements. The Contractor must periodically review credentials of active personnel to assure that suitable education, experience, and technical qualifications are maintained. Indoctrination and training must be implemented as necessary to assure that proficiency is achieved and maintained for personnel with project responsibility.

b. The Contractor must develop, implement, and maintain documented procedures to establish the requirements for conducting training, including training on the CQP and related procedures. Training must be conducted by knowledgeable instructors.

c. The Contractor must establish and maintain records of certification and training.

d. The Contractor must ensure that requirements for certification and training for its Subcontractors' and suppliers' personnel are included in its subcontract and procurement documents.

B. Reports to be provided by Contractor: Provide certified copies of reports.

1. Unless otherwise indicated, submit for review by the Architect.
2. Submit reports within ten (10) business days after execution of quality control activity, but not later than the date of the payment application for the Work to which the quality control activity relates.
3. Reports shall be prepared by the entity performing the quality control activity.
4. Include the following information in all types of reports:
   a. Date of report.
   b. Project name and Contract number.
   c. Description of the quality control activity.
   d. Name, address, and telephone number of entity performing activity.
   e. Date quality control activity was performed.
   f. Specification section(s) involved.
   g. Basis for evaluation (test method, etc.)
   h. Results or conclusions, including evaluations and interpretations.
   i. Title, name, and signature of person performing activity.

C. Certificates to be provided by Contractor: Submit for review, unless otherwise indicated.

1. Certificates shall be signed by the product manufacturer, unless otherwise specified or not applicable.
2. Include the following information:
   a. Date of certificate.
   b. Project name and Contract number.
   c. Description of the product or system certified.
   d. Specification section(s) involved.
   e. When actual materials to be used are to be certified, include lot identification markings, destination of shipment, and quantity in shipment.
   f. Title, name, and signature of person authorized to make certification.

D. Qualification Statements to be submitted by Contractor: Submit for review, unless otherwise indicated.

E. Manufacturers' Instructions to be submitted by Contractor: Submit for review, unless otherwise indicated; identify conflicts with Contract Documents.

Section 13.12 Sequencing and Installation Standards

1. The Contractor must coordinate quality control activities to avoid delay and to make it unnecessary to uncover Work for testing or inspection.

Section 13.13 Installation Standards

1. INSTALLATION STANDARDS

a. Compliance: Install manufactured items in accordance with the manufacturer's written instructions.

b. Inconsistencies: The Contractor must refer inconsistencies between the manufacturer's instructions and the drawings and specifications to the Architect for resolution.

c. The Contractor must require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. The Contractor must not proceed until unsatisfactory conditions have been corrected in a manner acceptable to the manufacturer and the installer.

d. The Contractor must inspect materials or equipment immediately upon delivery and again prior to installation to be certain the items are not damaged or defective.

e. The Contractor must provide attachment and connection devices and use methods necessary for securing Work true to line and level. The Contractor must allow for expansion and building movement.

f. The Contractor must provide uniform joint widths in exposed Work. The Contractor must arrange joints in exposed Work to obtain the best visual effect as determined by the Architect. All anchorage devices and materials shall be fully concealed in the Work unless otherwise approved by the Architect.

g. The Contractor must recheck measurements and dimensions before starting each installation.

h. The Contractor must install each component during weather conditions and Project status that shall ensure the best possible results. The Contractor must insulate each part of the completed construction from incompatible material as necessary to prevent deterioration.

i. The Contractor must coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

j. The Contractor must, where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated.

k. Job Mock-Up: Where indicated in the Technical Specifications, prior to installation of the work, construct sample mock-up at the site, where directed, using materials shown or specified for final Work, and indicating the proposed range of color, texture and workmanship to be expected in the completed Work. Obtain Architect's acceptance. Do not alter, move or destroy mock-up until Work is completed.

2. COLORS

a. The Contractor, its subcontractors, and materials suppliers shall cooperate in furnishing required samples to aid in color selections. Where custom colors are selected by the Architect, furnish accurate reproductions of these colors on materials of same type to be used in the Work, for review. Colors and materials shall match the Architect's samples.

b. If the colors of factory-finished products or equipment are not specified, then the Architect is to select from the manufacturer's standard range of colors for non-public areas and may select custom colors for public areas, unless specified otherwise.

c. Discrepancies between the colors and materials scheduled and other requirements of the Contract Documents shall be referred to the Architect for resolution. The Contractor shall furnish these materials in accordance with the Architect's determination at no additional cost to the Owner.

3. METAL THICKNESS

a. Reference to gauge or thickness of metal products shall be the base metal gauge or thickness, excluding thickness of coating, such as paint coatings, zinc (galvanized) coatings, and plating.

4. THREADED FASTENERS

a. Threaded fasteners and associated accessories for the work must be manufactured in the United States of America.

5. INSTALLATION AND START-UP

a. When product manufacturer's warranty is contingent upon installation or start-up technical assistance service by the manufacturer's Commissioned Representative, Contractor must advise the Owner and the Architect in writing not less than 14 days prior to date of commencement of that portion of the Work.

Section 13.14 Delivery, Handling and Storage

1. Transportation and Handling:

a. Delivery, Contractor's Obligations:

(1) Shop Assembly: Preassembled products in shop to greatest extent possible to minimize field splicing and assembly. Disassemble product into units only as necessary for shipping and handling limitation. Clearly mark units for ease of assembly and coordinated installation.
(2) Openings: Prior to shipping, provide temporary caps or plugs to close openings of products to prevent entry of foreign material or damage to openings.
(3) Fluids: Drain products of fluids prior to shipping, except as otherwise required by manufacturer. Ship fluids in separate containers.
(4) Containers: Deliver products to Project site in original, new, and unopened packages or containers bearing manufacturer's name, content identification, and additional data required by respective specification sections.
(5) Built-In Items: Promptly deliver products to be built into supporting construction. Furnish final setting drawings, diagrams, templates, and instructions for installation of built-in items.

b. Handling:

(1) Methods: Handle products and place products in positions in a manner to prevent overstress, deformation, defacement, or other damage.

(2) Lifting Aids:

i. Furnish products with lifting aids, including, but not limited to, lifting irons, eye bolts, lifting lugs, and like items as applicable. Wherever possible, lifting aids shall be of threaded connection type.
ii. Do not remove lifting aids from products, except for interference with installation or operation. Under no circumstances shall lifting lugs welded to code stamp or like certified products be removed.
iii. Tag and deliver removed lifting aids to the Owner. Tag shall identify products to which lifting aids are associated.

2. Storage and Protection, Contractor's Obligations:

a. Storage Space:

(1) Arrangement: Place products to provide easy access for review, so identification marks are easily visible, and to provide space necessary for future handling.
(2) Relocation: If it becomes necessary during progress of the Work to move product storage facility, move such facility at no charge in the Contract Sum.

b. Off-Site Storage: In the event that it is necessary to store products off-site, first obtain acceptance of the Owner. The Contractor shall be responsible for insurance, warehousing, transportation, handling, and similar items associated with products stored off-site.

c. Protection:

(1) Do not place products in direct contact with ground or where products can become splattered with mud, dirt, water, debris, or other similar material, or where products cannot be picked-up for future handling without damage.
(2) Store products subject to damage by weather in weathertight enclosure. Maintain temperature and humidity within ranges required or recommended by manufacturer's instructions.
(3) Prevent moisture from condensing on surfaces within space of protected or covered products.

Section 13.15 Interface and Project Coordination

1. Work Priority, Contractor's Obligations:

a. Fit piping, ductwork, conduit, and lights into structure as Project conditions may demand. Final decisions as to right-of-way and run of pipe, ducts, conduit, lights, etc., shall be made by the Architect.

b. Close cooperation between the trades shall be required. Work installed without regard for other work shall be removed, if necessary, as determined by the Commission and at the installing Contractor's expense.

c. In general, priority shall arranged be as follows:
   (1) Light fixtures.
   (2) Piping that must be drainable, such as plumbing wastes, vents, short drain lines, steam and condensate, and refrigeration.
   (3) Sheet metal ductwork.
   (4) Heating hot water and chilled water lines.
   (5) Gas lines.
   (6) Water and fire sprinkler lines.
   (7) Electrical conduit.
   (8) Control air lines and conduit.

d. Review the relationship of work to that of other work before installing same. In particular, review the following:
   (1) Ceiling heights of room before installing ducts and pipes.
   (2) Ceiling outlets versus lights and speakers.
   (3) Fin tube radiation or floor air outlets versus wall electrical outlets.
   (4) Fixture heights and locations.
   (5) Floor drain locations.
   (6) Drain piping grades and elevations.
   (7) Roof drain and plumbing vent locations.
   (8) Roofing, waterproofing, and flashings relative to facade and colonnade masonry work.

e. Roughing-in and connection prints shall be furnished for equipment not-in-contract (NIC) by those providing the equipment.

f. Piping, ductwork, and conduit shall be above ceilings and in wall cavities unless otherwise indicated.

g. Where pipes, ducts, and conduit are shown to be routed below existing ceilings less than 9 feet (2743 mm) high, they shall be held as high as possible, and along walls, beams, etc., to provide maximum clearance possible.

h. The Contractor shall be responsible for the pumping and draining of trenches and pits necessary for the installation of work. No piping, ductwork, conduit, or equipment shall be installed in a trench or pit until water has been pumped out and the trench is continuously maintained dry. Provide pumps, piping, and wiring required to drain trench or pit.

2. Coordination With Other Trades, Contractor's Obligations:

   a. Examine other divisions of the Contract Documents for related work.

   b. Examine the Contract Documents to determine the material and equipment which shall be provided by other divisions.

   c. Cooperate to provide continuity and progress of the Work. Furnish to other divisions, information required for the execution of the Work.

   d. Furnish other divisions advance information on locations and sizes of frames, boxes, sleeves, and openings needed for the Work, and also furnish information and shop drawings necessary to permit trades affected to install their work properly and without delay.

   e. Where there is evidence that work of a division shall interfere with the work of another division, all divisions shall be required to assist in working out space conditions to make satisfactory adjustments and shall be prepared to submit and revise coordinated shop drawings.

3. Drawing Coordination, Contractor's Obligations:

   a. Location of items required by the drawings or specifications not definitely fixed by dimensions are approximate only and exact locations necessary to secure the best conditions and results shall be determined at the site and shall be as indicated on the shop drawings, and shall be subject to review by the Architect.

b. Determine exact locations by the dimensions of the actual equipment and final locations of masonry for the facade and colonnade. Submit revised shop drawings for review by the Architect for any revised layout before equipment is installed. Review the drawings for dimensions, locations of partitions and equipment, locations and sizes of structural supports, foundations, swing of doors, and other detail information required for a correct installation of the work.

c. Work not shown on the Drawings, but mentioned in the Specifications, or vice versa, or any incidental accessories necessary to make the Work complete and ready for operation, shall be furnished and installed.

d. Items not shown on the drawings or specified herein, but reasonably incidental to the installation, as required by applicable codes, as practiced by the trade, or which is stipulated by the manufacturer of equipment being installed or connected, shall be furnished and installed without additional expense.

Section 13.16 Construction Industry Standards

1. Publication Dates: The Contractor must comply with the standard in effect as of the date of the Contract Documents, unless another edition is indicated in the Specifications.

2. Conflicting Requirements: Where compliance with two or more standards is specified, the standards may establish different or conflicting requirements for minimum quantities or quality levels. The Contractor must refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.

   a. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding

3. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.

   a. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

4. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee or, Subcontractor for performance of a particular construction activity, including, but not limited to, installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

   a. The term "experienced", when used with the term "Installer", means having a minimum of five years experience installing similar products on projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction. Comply with additional qualifications where called for in the individual Specification sections.

   b. Use of titles such as "carpentry" is not intended to imply that certain construction activities shall be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

   c. Certain sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists shall be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

      (1) This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

5. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

Section 13.17 Quality Execution

1. GENERAL

   a. The Contractor must provide Work of the specified quality; where quality level is not indicated, provide Work of quality customary in similar types of Work.

      (1) Where codes, laws, or regulations require Work of higher quality or performance, provide Work complying with such codes, laws, and regulations.
      (2) Where two (2) or more quality provisions of the Contract Documents conflict, or; where requirements are different but apparently equal, and where it is uncertain which requirement should be used, obtain clarification from the Architect before proceeding.
      (3) Actual quality may exceed the specified quality; verify that such differences are acceptable to the Commission.

   b. The Contractor must control products, suppliers, manufacturers, Site conditions, installers, and workmanship in such a manner as to produce Work of the specified quality.

   c. The Contractor must comply with manufacturers' instructions and recommendations.

      (1) Keep a record of instructions and recommendations which supplement or conflict with the manufacturer's written instructions.
      (2) When manufacturers' instructions and recommendations conflict with the Contract Documents, obtain clarification from the Architect before proceeding.

   d. The Contractor must use installers who are capable of producing Work of the specified quality.

   e. The Contractor must perform all quality control activities specified unless indicated to be performed by other entities.

2. GRADES, LINES, AND LEVELS

   a. The Contractor must establish, maintain, and be responsible for grades, lines, levels, and benchmarks.

   b. The Contractor must verify grades, lines, levels, and dimensions indicated on the Drawings before laying out the Work, failure to make said verification shall not be grounds for a claim for an increase in the Base Contract Price or the Contract Time. The Architect will not assume the responsibilities for laying out the Work.

   c. The Contractor must establish benchmarks and axis lines at each floor showing exact floor elevations and other lines and dimensional reference points as required for the information and guidance of trades.

   d. Before ordering materials or doing work which is dependent for proper size or installation upon coordination with building conditions the Contractor must verify dimensions by taking measurements and be responsible for their correctness.

   e. The Contractor must resolve differences between the actual dimensions and those indicated on the drawings.

   f. Report to the Architect and Commission Representative any discrepancy between the Drawings or the Specifications and the existing conditions. Do not proceed in areas of discrepancy until such discrepancies have been fully resolved.

3. SURVEYOR

   a. The Contractor must engage and pay for the services of a licensed surveyor, subject to the approval of the Commission, who is not a regular employee of the Contractor and who has no interest in the Contract.

b. Locating the Work
   (1) Verification: The Contractor must have the surveyor verify that the following elements of the work have been furnished and installed in accordance with the Contract Documents:
      i. Caissons: Verify locations, elevations, and dimensions.
      ii. Foundation Walls: Verify locations, elevations, dimensions, and angles.
      iii. Roof Structure: Verify plumbness.
      iv. Exterior Walls: Verify locations and plumbness.
      v. Bottom of excavation; top of compacted fill.

c. Certification: The Contractor must submit certification to the Commission with a copy to the Architect, in the form of original drawings signed by the surveyor, stating that the work has been accurately located relative to the property lines. Except at his own risk, the Contractor shall not proceed with the work until surveyor's certification has been submitted and verified for correct location of the work.

4. SETTLEMENT MONITORING

a. Readings: Unless otherwise specified, Contractor must have the surveyor described above take readings of the work and adjacent property at a minimum number of points as indicated in the Technical Specification. Additional monitoring points may be established as the Contractor determines to be necessary. Provide a proposed program, in writing, for settlement monitoring prior to the start of excavation or foundation work. Have readings taken weekly until the work is substantially complete.

b. Reports: The Contractor must record settlement readings and submit them in the form of a report to the Commission Representative and the Architect once a week.

5. PROTECTION AND REPAIR

a. When Work is uncovered during quality control activities, the Contractor must provide protection from damage.

b. The Contractor must correct Work damaged by quality control activities; where repair is indicated as an unacceptable method, replace the Work.

ARTICLE 14. TESTING AND INSPECTION

Section 14.01 Inspection of Work

1. The Commission, the Architect, the Commission Representative, and all consultants of the Commission retained to do testing, commissioning or inspection, will at all times have access to the Work wherever and whenever it is in process. The Contractor must provide proper and safe facilities for access and inspection.

2. The Contractor will cooperate with inspecting agencies and provide appropriate access. If the inspection is made by an authority other than the Architect or Commission, the Contractor will inform the Architect and Commission Representative in writing of the date fixed for such inspection no less than 3 business days prior to such date.

3. If the specifications, the Architect's instructions, laws, ordinances or any public authority require any Work to be specifically tested or approved, the Contractor will give the Commission Representative no less than 3 business days written notice of the Work's readiness for inspection by the Architect. Required certificates of inspection must be secured by the Contractor. Inspections by the Architect will be promptly made, and where practicable, at the source of supply

4. Any Work covered up without approval, inspection, or consent of the Architect when such approval, inspection or consent is required by the Contract Documents, will be uncovered for examination as required by the Architect or Commission, and will be replaced and/or re-covered, all at the Contractor's expense. Examination of Work previously covered up with the approval or consent of the Architect may be ordered by the Architect to be uncovered, and if so ordered, such Work will be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Commission will reimburse the Contractor for such uncovering and re-covering. Such reimbursement will be for actual cost incurred plus the percentages allowed by Sections 16.03.1.a.(4) and 16.03.1.a.(5) "Payment for Changes." If such Work is found to be not in accordance with the Contract Documents, the Contractor will pay all costs of uncovering, replacement, and re-covering, as well as any corrections or repairs made to the Work.

5. The Contractor will place its field engineering force at the Commission Representative's disposal for field checking during any inspection period. When layouts of the Work are to be made, the Contractor will notify the Commission Representative in sufficient time that the Architect may be present.

6. The Architect is not authorized to make any changes or modifications in the Contract Documents, to direct the performance of additional Work, or to waive the performance by the Contractor of any requirements of the Contract Documents. Any changes to the Work will be in accordance with the provisions of Article 17. "Changes in the Work."

Section 14.02 ASTM Standards

1. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standards and methods of the American Society for Testing and Materials (ASTM) and any revisions thereof. If there are no ASTM standards that apply, applicable standard methods of other recognized standardizing agencies will be used. Contractor must provide the name and qualifications of any such standardizing agency to the Commission or its authorized representative for review and approval.

Section 14.03 Testing Laboratory Labels

1. All equipment containing electrical wiring must be submitted to the Commission Representative for the Architect's acceptance before installation. Unless otherwise specified, all electrical components furnished and installed or assembled by the Contractor under this Contract must be approved and so labeled by one of the following Testing Laboratories:
   a. Underwriters' Laboratories (UL)
   b. Canadian Standards Association (CSA)
   c. Electrical Testing Laboratory of New York (ETL)
   d. Illinois Institute of Technology Research Institute (IITRI)
   e. American Gas Association (AGA)
   f. Factory Mutual Research Corporation (FMRC)
   g. Maintenance and Electrical Testing (MET)
   h. American Research Lab (ARL)

2. Any electrical unit comprised of a number of components, assembled at the factory, and considered custom made, must

bear one of the above labels for the entire unit as well as for each component.

3. All costs in obtaining a testing laboratory label are paid by the Contractor at no additional cost to the Commission. Any delays in the completion of the Work caused by the manufacturer of equipment in obtaining the required testing laboratory labels and the Commission approval are not grounds for an extension of time beyond the time of completion indicated in the Contract Documents.

Section 14.04 Testing Laboratory Responsibilities

1. COMMISSION'S INDEPENDENT TESTING LABORATORY

a. The Commission shall retain the services of an independent certified testing laboratory (ITL) for material and laboratory testing designated in the Contract Documents as being performed by the owner's ITL. for the Commission's purposes.

2. RESPONSIBILITY – CONTRACTOR'S ITL

a. The Contractor shall retain the services of an ITL for all other testing listed in the Contract Documents, and must cooperate with Commission Representative, and Architect to ensure timely Site observation, sampling and laboratory investigation so as to not delay the Work.

b. The Contractor must advise the Commission Representative and Architect of testing procedures and with all special conditions encountered at the Site.

c. The Contractor must perform specified inspections, sampling, and testing of materials and construction methods in accordance with specified or recognized industry standards and ascertain compliance with contract requirements.

d. The Contractor must promptly notify Commission Representative and Architect of irregularities or deficiencies of Work which are observed during performance of inspection and testing services.

e. The Contractor must promptly submit three (3) copies of reports of inspections and tests to the Commission Representative and the Architect including:
   (1) Date of test or inspection and date of report issuance.
   (2) Project name and project number, project location.
   (3) Name and signature of inspector.
   (4) Identification of product and specification section.
   (5) Type of inspection or test.
   (6) Observations regarding compliance with Contract Documents.
   (7) Implications of all irregularities of deficiencies identified by testing or inspection on quality of construction materials and assemblies.
   (8) Additional services directed by Commission Representative or Architect.
   (9) Log of all testing reports in 3-ring binder with Table of Contents.

f. Additional Contractor Responsibility
   (1) Cooperate with Commission's Independent Laboratory personnel, provide access to Work and to manufacturer's operations.
   (2) Provide labor and facilities necessary to provide access and to facilitate inspections and tests to Work requiring testing; obtain, handle, and store samples at Site; provide facilities for the exclusive storage and curing of test samples.
   (3) Notify Commission's Independent Laboratory sufficiently in advance of operations to allow for scheduling of personnel and tests.
   (4) Correct or replace Work which is defective or which fails to conform to the Contract Documents. Corrective work shall be performed promptly so as not to delay the Project schedule or the work of others. Corrective work shall include all Work associated with patching of all surfaces and areas disturbed by testing operations.
   (5) Pay all costs of retesting when test results indicate non-compliance with Contract requirements.

g. Contractor, Subcontractor, Manufacturer, and Independent Agency Testing

(1) Contractor shall coordinate schedule and manage all testing and inspection of equipment, systems, and installations required by the Contract and by code and local governing authority to ensure timely access and documentation.
(2) Provide advance notice of all tests and inspections to Architect, Commission Representative, and local governing authorities to permit attendance when required.
(3) Contractor shall witness and shall also certify all inspections and tests that are performed.

h. Testing and Inspection Required

(1) Material and equipment testing and inspection for the Contract is indicated in the appropriate sections of the Specifications

ARTICLE 15. SHOP DRAWINGS, PRODUCT DATA, RECORDS, AND SAMPLES

Section 15.01 Documents at the Site

1. The Contractor must keep one complete set of the Contract Documents, including all Drawings, specifications, and submittals, at the Site, in good order and available to the Commission, Architect and the Commission Representative. The Drawings, specifications and submittals must be kept up to date by replacing obsolete sheets with revised sheets as they are issued.

2. Site Documentation Requirements

   a. The Contractor must at Site, maintain one (1) current, updated copy of the following documents:

      1. Issued for construction drawings, including separate 3-ring binder for supplemental details.
      2. Specifications.
      3. Written interpretations and supplemental instructions.
      4. Addenda.
      5. Reviewed, approved shop drawings, samples, and product data.
      6. Certifications.
      7. Field test records.
      8. All permits for construction
      9. Correspondence file(s).
      10. A full set of updated “as-built” drawings

   b. The Contractor must store documents in field office apart from documents used for field construction.

   c. The Contractor must provide files and racks for document storage.

   d. The Contractor must file documents in format in accordance with division numbering indicated in Specifications table of contents.

   e. The Contractor must maintain documents in clean, dry legible conditions.

   f. The Contractor must not use the documents in the field.

   g. The Contractor must provide access to documents at all times for inspection by Architect and Commission Representative.

   h. The Contractor must keep Record Documents current. Make documents available for inspection at all times and as part of monthly progress/payment meeting.

   i. The Contractor must not permanently conceal any Work until specified information has been recorded.

   j. Legibly mark reproducible drawings to record manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.

   k. The Contractor must at completion of Contract, deliver record "as-built" drawings to the Architect for review.

   l. The Contractor must accompany submittal with transmittal letter containing date, Project name, Contract number, location, title, and name of each record document.

   m. Contractor shall sign all Project Record Documents to certify that all documents submitted have been reviewed for accuracy and completeness.

Section 15.02 Contractor’s Responsibilities and Submittal Procedures

1. Shop drawings, product data, video tape and samples are part of the Work under this Contract and they must be

provided whenever required to the satisfaction of the Commission at the expense of the Contractor.

a. Definitions
   1) Shop Drawings include:
      i. Drawings, diagrams, schedules, and other data specially prepared for the work on this Project by the Contractor, Subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
      ii. Shop or plant inspection and test reports, when made on specific materials, products, or systems to be used in the Work.

   2) Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. The data shall be supported by sufficient descriptive material, such as catalog cuts, diagrams, and other data published by the manufacturer, as well as by evidence of compliance with performance standards, to demonstrate conformance to the Specification requirements. Catalog numbers alone are not acceptable. The data shall include, but shall not be limited to, the name and address of the nearest service and maintenance organization that regularly stocks repair parts. Partial lists shall not be reviewed, unless otherwise noted. Review of materials and equipment is tentative, subject to submission of complete shop drawings indicating compliance with the Contract Documents.

   3) Samples: Physical samples which illustrate materials, equipment, or workmanship and establish the visual standards by which the work shall be judged. Samples will be reviewed for color and appearance only. Compliance with all other requirements will be the exclusive responsibility of the Contractor.

   4) Design Data: Calculations compiled by an engineer or other licensed professional registered in the State where the Project is located, for the Contractor to document the performance characteristics of a building system or building component.

   5) Test Reports and Concrete Mix Designs: Reports of test procedures carried out by an approved licensed testing laboratory, manufacturer, supplier, or distributor to verify that materials and equipment used in the work comply with the Contract Documents.

   6) Informational Submittals: Submittals identified in the Contract Documents are to be submitted for information only.

2. The Contractor must submit to the Commission Representative such shop drawings, product data, video tape and samples required for the Work involved under this Contract for review by the Architect in accordance with the schedule including all submittals as described in individual technical specification sections. Contractor must submit the following as informational submittals:
   a. Certificates
   b. Coordination Drawings
   c. Reports.
   d. Qualifications Statements for Manufacturers/installers
   e. Submittals for which procedures are not defined elsewhere

3. The Schedule must include proposed submittal dates. The dates listed in the schedule must allow sufficient time for review and processing by the Architect and re-submittal, if necessary, of the shop drawings or other data before the Work represented by shop drawings and samples is needed by the Contractor to complete its performance under this Contract. No extensions of time will be granted to Contractor because of its failure to have shop drawings, video tape, samples, and product data submitted in time to allow for review, re-submittal, and final review. Contractor must also submit a separate schedule (in table format), in addition to the Target Schedule, identifying all submittal dates to the Commission Representative for review and approval.

4. The Contractor must prepare and submit proper shop drawings, video tape, samples, and product data in accordance with its contractual obligations. By submitting shop drawings, video tape, product data, and samples, the Contractor represents that it has determined and verified all materials, field measurements, field conditions, and quantities and that it has checked and coordinated the information contained within each submittal, including its subcontractors' submittals, with the requirements of the Work and of the Contract Documents.

5. All shop drawings, video tape, product data, and samples must be dated and stamped by the Contractor and indicate that the submittal has been reviewed and checked by the Contractor prior to submittal and found to be in conformance with the Contract Documents. All submittals will be transmitted to the Commission Representative. The Contractor must clearly identify each shop drawing, video tape, product data, and sample in accordance with the following for purposes of identification and record:

SUBMITTAL IDENTIFICATION

Name of Project: _____
Name of Architect: _____
Contract Name and Number: _____
Date of Submittal: _____
Re-submittal Number: _____
Identification of Deviations from Contract Documents: _____
Specification Section, Page, and Paragraph No. and/or Drawing No.: _____
Type of Material and Manufacture: _____
Intended use: _____
Applicable Standards such as ASTM numbers: _____

CHECKED AND SUBMITTED IN ACCORDANCE WITH DRAWINGS AND SPECIFICATION.
Contractor: _____
By: _____ Date: _____

6. Shop drawings must be submitted with accurate dimensions. The shop drawings must represent the actual manner in which the Work is manufactured and installed, and the relation of the Work installed to that of other trades, clearances, and all other pertinent data. Dimensions must be expressed in feet and inches. Designs prepared in the metric system may be submitted with metric units, but the equivalent English units must also be shown. All weights and dimensions must be certified prior to submission for review.

7. The Architect's review and acceptance of shop drawings does not relieve Contractor from its standard of care for the performance of the Work. Contractor must submit all shop drawings, video tape, samples and product data to the Commission Representative for review by the Architect with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted. The Contractor must coordinate Submittals into logical groups or sets to facilitate review of related items.

8. Any Submittal that, in the opinion of the Architect, is not complete and in proper form will be returned to the Contractor without review. The Contractor must not submit duplicates or reproductions of any Contract Documents issued by the Commission as shop drawings.

9. Contractor must provide each Submittal in the following quantities unless a greater or lesser number is specified elsewhere in the Contract Documents, or is agreed to or required by the Commission:

   a. Shop Drawings: Submit 1 reproducible and six (6) prints on sheets at a minimum of 30" by 42" in size. (Prints must be collated into sets).
      (1) Shop Drawing Content: The Contractor must include the following information:

      i. Dimensions, at accurate scale.
      ii. All field measurements that have been taken, at accurate scale.
      iii. Names of specific products and materials used.
      iv. Details, identified by contract document sheet and detail numbers.
      v. Show compliance with the specific standards referenced.
      vi. Wiring Diagrams: Accompany shop drawings with specific wiring diagrams and instructions on equipment controls or devices which are to be furnished. The diagrams and instructions shall not be of a general nature, but shall be modified to be specific to this Project. Include identical diagrams and instructions for the installation of the equipment and identical diagrams in the operation and maintenance manuals. Wiring diagrams shall indicate interconnection between pieces of electrical equipment.
      vii. Coordination requirements; show relationship to adjacent or critical work.

viii. Name of preparing firm.

(2) Shop Drawing Preparation:

i. Reproductions of Contract Documents are not acceptable as shop drawings.
ii. Copies of standard printed documents are not acceptable as shop drawings.
iii. Identify as indicated for all submittals.
iv. Space for Architect's action marking shall be adjacent to the title block.

b. Product data: Submit 6 copies of product data.

(1) The Contractor must submit all product data submittals for each system or unit of Work as one (1) submittal.

(2) When product data submittals are prepared specifically for this Project (in the absence of standard printed information) the Contractor must submit such information as shop drawings and not as product data submittals.

(3) Content Requirements for Contractor:

i. Submit manufacturer's standard printed data sheets.
ii. Identify the particular product being submitted; submit only pertinent pages.
iii. Show compliance with properties specified.
iv. Identify which options and accessories are applicable.
v. Include recommendations for application and use.
vi. Show compliance with the specific standards referenced.
vii. Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
viii. Identify dimensions which have been verified by field measurement.
ix. Show special coordination requirements for the product.
x. Cross out information which is not applicable to the Work.
xi. Supplement product data to provide additional information which is applicable to the Work.
xii. Show dimensions and clearances required.
xiii. Submittal data shall include, but shall not be limited to, the following:
(a) A list of qualification, departure, or deviation from the requirements of the Contract Documents.
(b) Shipping and operating weights, including, but not limited to, the support points and weight per point.
(c) Installation data consisting of dimensions, setting details, vibration isolation, number of components or sub-assemblies, erection instructions, and anchoring methods and locations.
(d) Performance data consisting of specific design capabilities at the specified design conditions.
(e) Detailed piping, wiring, and instrumentation diagrams.
(f) Warranty period (months), start-up service (worker days), and time period (worker days) for instructing the Commission's personnel in operation and maintenance.
(g) Manufacturer and model number of motor along with electrical and mechanical control accessories furnished with the equipment.

c. Samples: Submit 4 samples.

(1) Provide samples that are the same as proposed product.
(2) Where selection is required, provide full set of all options.
(3) Where products are to match a sample prepared by other entities, prepare sample to match.
(4) Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include, but shall not be limited to, partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

i. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:

(a) Generic description of the sample.
(b) Sample source
(c) Product name or name of manufacturer.
(d) Compliance with recognized and specified standards.

ii. Submit samples for review of kind, color, pattern, and texture for a comparison of characteristics between the final submittal and the actual component as delivered and installed. Where a perceivable range is accepted by the Architect, members installed that are abutting or within six inches of each other in the final construction shall not vary by more than ½ the accepted range.

iii. Refer to other Specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

iv. Refer to other sections for samples to be returned to the Contractor for incorporation in the Work. Such samples shall be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.

(5) Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.

(6) Preparation, Requirements for Contractor:

i. Attach a description to each sample.
ii. Attach name of manufacturer or source to each sample.
iii. Where compliance with specified properties is required, attach documentation showing compliance.
iv. Where there are limitations in availability, delivery, other similar characteristics, attach description of such limitations.
v. Where samples are specified to be returned for installation in the Work, indicate such requirement on transmittal form.
vi. Where selection is required, the first submittal may be a single set of all options; after return of submittal with selection indicated, submit standard number of sets of selected item.

(7) Keep final sample set(s) at the Site, available for use during progress of the Work.

d. Video tape: Submit 1 video tape.

e. Unless otherwise requested on the transmittal, copies in excess of the number requested will not be returned.

f. Commission Representative, Architect and Contractor shall establish the number of copies of various submittals to be returned and other protocols for review of submittals.

10. Prior to submitting shop drawings, product data, video tape, or samples, the Contractor must notify the Commission Representative in writing of any deviations in the Submittal from the requirements of the Contract. If deviations from the Contract requirements are rejected by the Architect or if evaluation of the deviations delays the progress of Work, Contractor will not receive a time extension for any delay caused by the deviations in the submittal.

11. The Contractor must coordinate submittals and activities that must be performed in sequence, so that the Architect has enough information to properly review the submittals.

12. The Contractor must provide complete submittals for each separate and definable system or subsystem and shall include the items necessary to define and explain the system or subsystem, including, but not limited to, its performance and installation. Such items shall consist of product data, materials lists, shop drawings, samples, design data, test reports, and certificates as required by the Specifications. Combine the submittal items for each system or subsystem and submit them together as a single submittal. Similarly, where the work of multiple trades or Subcontractors must be coordinated or the work is otherwise related, the Contractor must submit all related submittals together to allow for simultaneous review

13. The Contractor must coordinate submittals of different types for the same product or system so that the Architect has

enough information to properly review each submittal.

14. Contractor shall prepare a schedule of all required submittals and submit to the Commission Representative within fifteen (15) days of Notice to Proceed date and before any materials, equipment, or fixtures are purchased. An updated schedule that identifies the submittals for the next thirty (30) days shall be issued at each monthly progress and payment review meeting.

    a. Include all submittals required by the Contract Documents.
    b. Organize the schedule by the applicable Contract Document section number.
    c. Indicate the submittal date scheduled for each required submittal.
    d. Indicate the type of each submittal (i.e., schedule, shop drawing, product data, samples, etc.)
    e. Indicate which submittals required by separate provisions of the Contract Documents are to be submitted and reviewed simultaneously because they describe related work.

15. The Contractor must transmit each submittal at or before the time indicated on the approved schedule of submittals.

16. The Contractor must deliver each submittal requiring approval in time to allow for adequate review and processing time, including resubmittals if necessary. Schedule shall allow for one resubmittal for each item submitted. Failure of the Contractor in this respect will not be considered as grounds for an extension of the time for performance of the Contract.

17. The Contractor must deliver each informational submittal prior to start of the Work involved, unless the submittals is of a type which cannot be prepared until after commencement of the Work. In such a case, submit promptly.

18. If a submittal must be processed within a certain time in order to maintain the progress of the Work, the Contractor must state so clearly on the submittal.

19. The Contractor must allow a minimum of fifteen (15) calendar days for the first processing of each submittal. Allow more time when submittals must be coordinated with later submittals.

20. The Contractor must allow a minimum of seven (7) calendar days for processing of resubmittals.

21. If a submittal must be delayed for coordination with other submittals not yet submitted, the Architect may at its option either return the submittal with no action or notify the Contractor of the other submittals which must be received before the submittal can be reviewed.

22. Submittals will be accepted from the Contractor only. Submittals received from other entities will be returned without review or action.

23. Submittals received without a transmittal form will be returned without review or action.

24. The Contractor must fill out a separate transmittal form for each submittal and include other relevant information and Requests for Additional Information relevant to submittal.

Section 15.03 Review by the Architect

1. Submittals will be reviewed by the Architect for compliance with the Contract Documents. In reviewing the Submittal, the Architect will not verify dimensions and field conditions. Any such review does not relieve the Contractor, Subcontractor, manufacturer, fabricator or supplier from responsibility for any deficiency that may exist, or from any departures or deviations from the requirements of the Contract Documents, nor does it relieve them from responsibility for (i) errors of any sort in shop drawings, samples and product data, (ii) responsibility for proper fitting of the Work, or (iii) the necessity of furnishing any Work required by the Contract documents which may not be indicated on shop drawings when reviewed. The Contractor is solely responsible for any quantities that may be shown on the shop drawings. The Architect's review of a specific item does not indicate approval of an assembly of which the item is a component.

2. The Contractor must not fabricate products, begin Work, order or have delivered any material, equipment or system that requires a reviewed Submittal until return of the Submittal from the Architect with a stamp authorizing Work and/or delivery and installation to be performed, as described in Paragraph 3 immediately below.

3. The Architect will return Submittal stamped as follows:

   a. "No Exceptions" means no changes are necessary on the reviewed Submittal. The Contractor may proceed with the Work for that Submittal. Re-submittal is not required.

   b. "Exceptions as Noted" indicates that the Submittal is accepted subject to the corrections and/or comments noted. The Contractor may proceed with the Work for that Submittal if the Contractor incorporates the Architect's comments, and/or corrections. Re-submittal is not required.

   c. "Revise and Resubmit" means that the Submittal does not meet all the requirements necessary to proceed with the Work associated with the Submittal. The Contractor must resubmit in accordance with the reviewer's comments and/or corrections. Submittal marked in this manner must not be released for fabrication, delivery, or construction.

   d. "Rejected" means the submittal does not meet the requirements set out in the Contract Documents. The Contractor must resubmit in accordance with the Contract Documents and any corrections and/or comments made regarding the Submittal by the reviewer. Submittals marked in this manner shall not be released for fabrication, delivery, or construction.

   e. "Retain for Records" means the submittals are being retained for informational purposes only or were submitted to comply with an administrative requirement of the contract.

4. If the Submittal requires revision, the Contractor must notify the Commission Representative and all pertinent Subcontractors in writing that the reviewed set has been withdrawn.

5. Submittals that require revisions must be corrected and resubmitted to the Commission Representative for the review of the Architect to maintain the approved CPM schedule, but in no event more than 5 Days after receipt of the Architect's comments.

6. Shop Drawings: After review by the Architect, one reproducible stamped by the Architect as described in paragraph 3 above will be returned to the Contractor.

7. Submission and Review of Samples: If a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials must be furnished by the Contractor to indicate the full range of such characteristics which will be present in the finished products. Any products delivered or erected without submittal and review of full range Samples will be subject to rejection. Each tag or sticker will have clear space for the stamps of the Contractor and Architect. Notice of the result of the review will be provided to the Contractor with one of the stamps indicated in Paragraph 3 above. Rejected samples will be returned. Accepted samples will be retained by the Commission and become the property of the Commission. Where color samples are required to be submitted, color samples must be submitted on the actual material which will finally be installed in the Work.

   a. Product data: After review by the Architect, two (2) sets of product data stamped by the Architect as previously described will be returned to the Contractor.

   b. Distribution, Requirements for Contractor:

      (1) Distribute returned submittals to all Subcontractors involved in Work covered by the submittal.
      (2) Make extra copies for operation and maintenance data submittals, as required.
      (3) Make one (1) copy for Record Documents.
      (4) Record distribution on transmittal form with copy to Architect.
      (5) Submit three (3) opaque copies of all transparency submittals to Architect as part of the distribution, if required by Commission and Architect.

   c. Upload electronically all project documents and submittals to Commission's on-line collaboration and document management system as directed by the Commission Representative.

   d. Proposing Substitution. In the event the Contractor is proposing a substitution, Contractor must submit the completed "Form for Proposing Substitution" found at the end of this Article.

Section 15.04 As-Built Drawings

1. As the Work progresses, the Contractor, and the Subcontractor for each trade or division of Work under the direction of the Contractor, must keep a complete and accurate record of the following:

   a. Changes between the Work as shown on the Contract Drawings and the shop drawings indicating the Work as actually installed.

   b. The specific location of all infrastructure elements, including piping, valves, ductwork, equipment, driveways, catch basins, sewer lines, waterlines, water mains, and other such elements which were not accurately located or changed location or elevation from that shown on the Contract Drawings.

   c. Equipment schedules indicating manufacturers' names and model numbers installed.

2. Changes must be neatly and correctly recorded daily on full-size prints of the Contract Drawings. This record set of Contract Drawings must be kept at the Site for inspection by the Commission.

3. Upon completion of the Work, the Contractor will submit a final set of full-size prints to the Commission Representative for the Architect's review and acceptance.

4. At the time as-built drawings are delivered to the Commission, the Contractor and each Subcontractor will certify, in writing, that the as-built drawings are complete and accurate. The Contractor may obtain compact discs or original drawings from the Architect at Contractor's own expense for this purpose.

Section 15.05 Record Shop Drawings and Product Data

1. As the Work progresses, the Contractor must keep a complete and accurate record of the changes and deviations from the Work as shown on the shop drawings and product data indicating the Work performed. The Contractor must furnish record shop drawings in a form and quantity acceptable to the Commission. Record shop drawings must be submitted for all items reviewed as shop drawings. Record shop drawings must be provided in an editable electronic medium and hard copy as directed by the Commission. Unless otherwise specified, record shop drawings must be submitted on the same size sheets as the Contract Document Drawings and include an index of all items.

2. Unless otherwise specified, Contractor must furnish 7 record copies of product data loose-leaf binders. Loose-leaf binders must be subdivided by submittal numbers and must contain an index of all items unless otherwise specified.

Section 15.06 Instructions, Parts List, Operation and Maintenance Manuals, and Warranties

1. The Contractor must furnish a complete list of equipment actually installed. The list must include at least the following information: a copy of pertinent nameplate data, name and address of local representative who stocks or furnishes repair or replacement parts, and name, address, and telephone number of the Subcontractor responsible to the Contractor for the equipment under the guarantee.

2. The Contractor must submit operating instructions for each major component of equipment and its controls in accordance with the specifications. Proposed instructions must be submitted to the Commission Representative for the Commission's review and acceptance in the amount provided for in the specifications. Upon acceptance, the Contractor must post applicable instructions as required by the specifications or as otherwise directed by the Commission.

3. The Contractor must submit to the Commission Representative any and all maintenance data prepared by the manufacturer of each major component of equipment and its controls in accordance with the specifications. Data must include at least the following information: complete parts list; itemized lists of common purchase items of materials (e.g., bearing, packing, connectors, sealing devices, and other standard items) indicated by their standard trade designation; recommended routine and inspection maintenance, including testing recommendations to evaluate efficiency of performance; lists of special tools and gauges, lubricating instructions, and recommended spare parts; tolerance and clearances required for maintenance; and trouble-shooting guides prepared in a simple format to indicate complaint or problem, probable cause, and remedy. The proposed maintenance data must be submitted to the Commission Representative for the Commission's review and acceptance in the quantity provided for in the specifications.

a. Operations and Maintenance Manual

(1) Manual to Include:

i. List of all manufacturer's standard product and equipment data of same type and content furnished to manufacturer's own service personnel.
ii. Summary list of operating and maintenance data submittals as required by Specifications for inclusion in Final Completion and Acceptance documentation.

b. SUBMITTAL REQUIREMENTS

(1) Assemble operating and maintenance data, properly assembled by each of the respective manufacturers, subcontractors, and suppliers.
(2) Submit one (1) hard copy at Substantial Completion. Obtain approval of Commission Representative prior to Final submittal.
(3) Submit four (4) original hard copies of each item as part of the Record Documents submittal at Final Completion and Acceptance bound in a separate manual to Architect for review and transmittal to Commission.
(4) Submit four (4) copies of the information in electronic format on C.D. ROM at Final Completion.

c. MANUAL CONTENT

(1) The Contractor must include Table of Contents that identifies the following:

i. Contractor name, address, and telephone number.
ii. List of each product specified to be included.
iii. List to accompany each product that includes the name, address, and telephone number of the following:
a) Subcontractor.
b) Maintenance Contractor (where appropriate).
c) Local distributor or supplier for parts or replacement.

d. MANUAL FOR MATERIALS AND FINISHES

(1) Product data shall include the following:

i. Catalog number, size, composition, and finish selection for each product.
ii. Manufacturer's recommendations for types of cleaning agents, methods, and main-tenance schedule.
iii. Instructions for inspection, maintenance, repair, safety and emergencies.
iv. Material Safety Data sheets for materials, as directed by Commission Representative.
v. Manufacturer's statement of compliance with EPA and OSHA, Guidelines for VOC content limits for each material.
vi. Clear identification of all specific product or parts installed.
vii. Clear identification of data applicable to specific installation(s).
viii. Delete references to inappropriate products, parts, options, and installation.
ix. Supplemental coordination drawings that clearly illustrate relationship of component parts of equipment and systems, as well as, control, flow, and wiring diagrams.
x. Copy of each warranty, bond, and service contract issued.
xi. Information for re-ordering product.
xii. Procedures to be followed in the event of equipment failure.

e. SUBMITTALS REQUIRED

(1) Items requiring operating and maintenance data are indicated in the appropriate sections of the Specifications.

4. The Contractor must submit all applicable manufacturer’s warranties as described in Section 13.10 “Guarantees and Warranties” and as provided below.

a. Warranty Manual Contents

(1) List of all extended warranties (beyond one (1) year) for all materials, equipment, and labor to be provided by the Contractor as part of the Work.

b. SUBMITTAL REQUIREMENTS

(1) Assemble warranties, properly executed by each of the respective manufacturers, Subcontractors, and suppliers.
(2) Submit three (3) original signed copies of each item as part of the Record Document submittal at Final Completion and Acceptance bound in a separate manual to Architect for review and transmittal to Commission.
(3) Manual shall include a typed table of contents that identifies the following:
i. Product or work item.
ii. Contractor's name (including principal's name), address, and telephone number.
iii. Manufacturer and distributor's names (including principal's name), address, and telephone number.
iv. Commencement date of warranty.
v. Duration of warranty.
vi. Procedure for Commission's or User's personnel to follow in the event of product or equipment failure.

c. FORM OF SUBMITTALS

(1) Prepare a single packet in 8 1/2" x 11" format. Sheets larger than this format shall be folded.

(2) Identify packet with typed title, "Warranties", Project name, location, date, Contract number and Contractor's name.

(3) Submit the information in electronic format on CD ROM.

d. SUBMITTALS REQUIRED

(1) Items or assemblies for which warranties are required are indicated in the appropriate sections of the Specifications.

Section 15.07 Record Documents

1. At Substantial Completion of the Work, the Contractor must deliver to the Commission and the User Agency, in suitable transfer cases clearly marked "Record Documents," all as-built drawings, record shop drawings, video tape, product data, instructions, parts list, and operations and maintenance manuals arranged in proper order and indexed. The submission of all Record Documents is a prerequisite to reduction of retention from 3% to 1% under Section 16.08, "Release of Retainage."

2. Project Record Documents Requirements

a. Project Record Documents: Submit after Substantial Completion, but prior to Final Completion and Acceptance.

(1) Record Drawings: Submit in form of reverse matte-finish mylar transparencies for Architect's review.
i. Submit original reproducible marked in red ink to indicate as-built condition.
ii. Submit three (3) additional opaque print copy sets.
iii. Sets shall include all Drawings, whether changed or not.
iv. After Architect's review, submit.

(2) Other Record Documents: Submit originals or good quality photocopies.

3. MAINTENANCE OF PROJECT RECORD DOCUMENTS

a. Do not use Record Drawings of any type for construction purposes.

b. Maintain complete set of current hard copy Record Drawings in a secure location at the Site while providing for access by the Contractor, the Commission Representative and the Architect during normal working hours. Store Record Drawings in a fire-resistive room or container outside of normal working hours.

c. Record information immediately after it is obtained on the record document transparencies for incorporation on the final Record Drawings as soon as possible.

d. Assign a person or persons responsible for maintaining Record Drawings.

e. Record the following types of information on all applicable Record Drawings:

(1) Dimensional changes.
(2) New and revised details.
(3) Depths of foundations.
(4) Locations and depths of underground utilities.
(5) Actual routings of piping and conduits.
(6) Revisions to electrical circuits.
(7) Actual equipment locations.
(8) Sizes and routings of ducts.
(9) Locations of utilities concealed in construction.
(10) Particulars on concealed products which will not be easy to identify later.
(11) Changes made by modifications to the Contract; note identification numbers if applicable.
(12) New information which may be useful to the Commission or User, but which was not shown in either the Contract Documents or submittals.

4. RECORD DRAWINGS

a. Maintain a complete set of opaque prints of the Drawings, marked to show changes, at the Contractor's Site trailer.

b. Where the actual Work differs from that shown on the Drawings, update this set to show the actual Work.

(1) Identify location of concealed items before they are covered by other Work.
(2) Update either Record Drawings or shop drawings, whichever are best suited to show the change.
(3) Where changes are marked on record shop drawings, include cross-reference on the applicable Record Drawing.

c. When the Contractor is required by a provision of a Change Order to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the Architect as to the drawing scale, media, format, and information required.

d. Review completed Record Drawing set with the Architect.

e. Upon authorization by the Architect, prepare a full set of transparencies of final Record Drawings with all record changes marked. The Contractor may, at its option and expense, arrange for the Architect to prepare the final Record Drawings.

f. The Architect will furnish original Drawings to the printer being used by the Architect for project reproduction. The Contractor will arrange for reproduction and payment for the record transparencies directly with the printing company.

g. If available, the Architect will furnish electronic copy of the original Drawings to the Contractor upon request. The Contractor will reimburse the Architect at actual cost. These computerized Drawing files shall be used solely for the purpose of maintaining Record Documents for submission as part of the final completion documentation.

h. Where Record Drawings are also required as part of operation and maintenance data submittals, make copies from the original record Drawings.

5. RECORD SPECIFICATIONS

a. Maintain a complete copy of the Specifications, marked to show changes.

b. Where the actual Work differs from that shown in the Specifications, mark the record copy to show the actual Work.

(1) Include a copy of each addendum and modification to the Contract.
(2) In addition to the types of information required on all Record Documents, record the following types of information:
   i. Production options taken, when the Specification allows more than one (1).
   ii. Product substitutions.
   iii. Proprietary name and model number of actual products furnished, for each product, material, and item of equipment specified.
   iv. Name of the supplier and installer, for each product for which neither a product data submittal nor a maintenance data submittal was specified.

6. RECORD SUBMITTALS

a. The Contractor must maintain a complete set of all submittals made during construction, marked to show changes.

(1) Maintain submittals in cardboard file boxes, labeled to show contents, with dividers by each CSI division. Submittals with each CSI division shall be in order by specification section.
(2) Sort submittals by applicable Specification section and file in order of submittal identification number.

b. Record Shop Drawings: Record the types of information specified for all Record Documents.

(1) Mark changes on record shop drawings only when Record Drawing would not be capable of showing the change clearly or completely.
(2) Mark changes in manner specified for Record Drawings.

7. TRANSMITTAL TO COMMISSION

a. The Contractor must collect, organize, label, and package ready for reference.

(1) Provide cardboard file boxes for submittals.
(2) Provide cardboard drawing tubes with end caps for transparencies.
(3) Bind print sets with durable paper covers.
(4) Label each document (and each sheet of drawings) with " - This document has been prepared using information furnished by _____" (insert the Contractor's name), and the date of preparation.

b. The Contractor must submit to the Architect for transmittal to the Commission, unless otherwise indicated.

Section 15.08 Project Account Records

1. Project data and records

a. The Contractor and each Subcontractor must keep an accurate record showing the names, occupation, and the actual hourly wages paid to all laborers, workers, and mechanics employed by them in connection with the Work. Such record must be open at all reasonable hours to the inspection of the Commission and to the Director of Labor of the State of Illinois and his/her deputies and agents. The Contractor also must furnish the Commission with certified copies of its payrolls in accordance with Section 16.02 “Payment Applications.”

b. The Contractor and all Subcontractors must furnish the Commission with such information as the Commission may require relating to labor and materials, including all information necessary to determine the cost of the Work, such as the number of workers employed, their pay, the distribution of labor into Work items, equipment time distribution, and any other information which the Commission may require. The Contractor must, on request, furnish the Commission with copies of delivery tickets and invoices covering the expenditures on the Contract.

2. Audits

a. The Contractor must furnish to the Commission Representative such information as may be requested relative to the progress, execution, and cost of the Work. The Contractor must maintain complete records showing actual time devoted and costs incurred. The Contractor must maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to record properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the Work for 7 years after final payment. This

system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

b. All books and accounts kept by the Contractor in connection with the Work, whether in hard copy, digital or other electronic form, must be open to inspection and audit by authorized representatives of the Commission. The Contractor must make these records available at reasonable times during the performance of the Work and must retain them in a safe place and make them available for inspection and audit for at least 7 years after final payment. No provision in this Contract granting the Commission right of access to records documents is intended to impair, limit, or affect any right to access to such records and documents which the Commission would have had in the absence of such provisions.

c. The Contractor must reimburse the Commission for the costs of such audits if the audit demonstrates that the Contractor overstated the amount due on any invoice by 2% or more. This is in addition to the Contractor's obligation to reimburse the Commission for any overstated amount that might have been paid to Contractor.

3. Confidentiality

a. All of the reports, information, or data prepared or assembled by or provided to the Contractor under this Contract are confidential and the Contractor agrees that, except as specifically authorized herein or as may be required by law, it will not make available said reports, information, or data to any other individual or organization without the prior approval of the Commission. This requirement will survive expiration or termination of this Contract.

PUBLIC BUILDING COMMISSION OF CHICAGO

FORM FOR PROPOSING SUBSTITUTION

PROJECT NAME

TO: [INSERT ARCHITECT OF RECORD]
[ADDRESS]
[CHICAGO, IL ZIP CODE]

CC: [OWNER'S REPRESENTATIVE]

INSTALLER: _____ PHONE: _____
Name of Subcontractor

ADDRESS: _____

_____

1. Specification Section: _____ Paragraph: _____

2. Reason for Substitution:

_____

_____

_____

_____

3. Proposed Substitute:

A. Name and Model No. _____

B. Manufacturer: _____

Address: _____

Phone Number and Person to Contact: _____

C. Attach applicable performance and test data.

D. Numbers of applicable reference standards: _____

E. Attach a color chart, if applicable.

F. Attach installation instructions.

4. Manufacturer's Reputation: Attach evidence of manufacturer qualifications and reputation for prompt delivery and efficiency in servicing products, as applicable.

5. Comparison: Attach an itemized comparison of the proposed substitution with product specified, including test performance data.

6. Changes in Work: Attach data relating to changes required in other work to permit use of proposed substitution and changes required in construction schedule.

7. Previous Installation: Attach list of not less than 5 similar projects on which proposed substitution was used. List projects in the Chicago area. List name and address of project, date of installation, and name, address, and phone number of Architect.

8. Cost Data: Attach accurate cost data on proposed substitution in comparison with product specified.

9. In making request for substitution, Contractor represents that:

   a. It has examined the Drawings and Specifications and has determined that, to the best of its knowledge, the proposed substitution is appropriate for the use intended in the Drawings and Specifications, and will perform as well as or better than the specified product.
   b. It will provide the same warranties for substitution as for product specified.
   c. It will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects.
   d. It waives all claims for additional costs related to substitutions that consequently become apparent.
   e. Cost data is complete and includes all related costs under its Contract.

_____
Name of Manufacturer

_____
Signature of Manufacturer's Representative

_____
DATE

_____
Name of Installer

_____
Signature of Installer's Representative

_____
DATE

_____
Name of General Contractor

_____
Signature of G.C.'s Representative

_____
DATE

ARTICLE 16. PAYMENTS

Section 16.01 Contract Price

1. The Contract Price is the total dollar amount of the bid accepted by the Commission, including all Change Orders, and includes all labor, equipment, materials, permits, licenses, fees, and taxes necessary to perform the Work, except the cost of the City of Chicago building permit, which will be paid by the Commission.

Section 16.02 Payment Applications

1. It is the duty of the Contractor to effectively manage the payment application process and all related paperwork. The Contractor is responsible to the Commission for securing and delivering all paperwork required by the Contract to be submitted for payment, including Subcontractor, consultant and material supplier lien waivers, certified payrolls, and all other required documents.

2. The Commission will require the contractor to utilize the Commission's on-line collaboration and document management system (the "System") for the submission of Contractor's monthly payment applications, including supporting Subcontractor documentation. Contractor shall be responsible for implementation and use of the System for purposes of submitting its payment applications, including, without limitation, providing appropriate computer, network and information management systems and equipment for its personnel to access the System, training of Contractor's personnel on the System and the applicable Contractor Payment Application business process.

3. Failure of the Contractor to promptly submit its payment applications to the Commission, in proper and complete form, will constitute a material breach of this Contract, and constitute cause for termination. No payment application will include payment for Work for which the Contractor has not been billed by the applicable subcontractor, material supplier, service provider or consultant.

4. Contractor will submit payment applications in such a manner so as not to delay payment to any Subcontractor, material supplier, consultant or service provider whose billing and lien waiver paperwork is complete.

5. Schedule of Values

   a. No later than 15 days after the Notice to Proceed, the Contractor will submit to the Commission Representative a Schedule of Values showing values of the Work to be performed by it and its Subcontractors containing such supporting details or other evidence as to its correctness as the Commission Representative may require. The Schedule of Values will list the value for each construction activity broken down by materials and labor to be included in the Schedule. When approved by the Commission Representative, the Schedule of Values will be used as a basis for certificates of payment unless it is found to be in error. The Schedule of Values should be in a format compatible with the Contractor's Sworn Statement and Affidavit (included as an Exhibit to this Book 2) and include the following:
      (1) Project Name, Contract Number, Architect's Name, Commission's Name, Contractor's Name and Address, and Date of Submittal.
      (2) The Schedule of Values must break costs down into the line items which will be used on the Contractor Payment Applications and the Contractor shall:
      (3) Coordinate line items in the Schedule of Values with portions of the Contract Documents which identify units or subdivisions of Work: provide cross referencing if necessary to clarify
      (4) Divide major subcontracts into individual cost items.
      (5) Where applications for payment are likely to include products purchased or fabricated but not yet installed, provide individual line items for material cost, installation cost, and other applicable phases of completion.
      (6) Show the following as separate line items:
      i. Material testing.
      ii. Operations and maintenance data.
      iii. Project Record Documents.
      iv. Bond and insurance premiums.
      v. Permit costs.
      vi. Overhead and profit.

(7) Include the following information for each line item:

i. Item name.

ii. Applicable specification section.

iii. Dollar value, rounded to the nearest whole dollar (with the total equal to the Base Contract Price).

iv. Proportion of the Base Contract Price represented by this item, to the nearest one-hundredth percent (with the total adjusted to 100 percent).

(8) Provide the following supporting data for each line item:

i. Subcontractor's name.

ii. Manufacturer or fabricator's name.

b. The Commission Representative shall review the Schedule of Values. Should the Commission Representative notify the Contractor that the Schedule of Values is not satisfactory; the Contractor shall revise and resubmit the Schedule of Values until it is approved.

c. After approval of the Schedule of Values, the Contractor may request revisions to the Schedule of Values. It is within the sole discretion of the Commission Representative whether to approve the revisions requested.

6. Multiple Locations

a. The Work may be performed at multiple locations. Separate, independent Payment Applications will be submitted for each location. Retainage, Substantial Completion of the Work and Final Completion and Acceptance of the Work will be evaluated separately for each separate phase or location.

7. Target Date Requirements

a. The Commission will assign an invoice target date to the Contractor at the Pre-Construction Meeting. Not later than 10 days prior to the invoice target date, the Contractor will submit to the Commission Representative a pencil copy of the application for payment for Work completed through the end of the prior month and the monthly progress report required by Book 2 . Contractor shall follow the directions provided by the Commission regarding submission of Contractor's monthly payment applications. When submitting Contractor's monthly payment applications through CW, Contractor may submit its monthly payment applications and supporting documentation electronically pursuant to appropriate protocols developed by the Commission and Contractor for the submission of Contractor's monthly payment application. Not later than 5 days prior to the invoice target date, the pencil copy will be reviewed for approval of value of the Work completed at the payment review meeting with the Architect and Commission Representative. Calculation of the value of Work completed will be made by summarizing the individual values of Work completed as such completion is reported in the monthly progress report reviewed by the Architect for the approval of the Commission. Submission of the monthly progress report 5 Days prior to the payment review meeting will be a condition precedent to the approval of the payment application. The pencil copy of the Payment Application will not project completion of Work beyond the date of the review meeting of such pencil copy with the Architect and Commission Representative.

8. Payment Application Procedures

a. On the invoice target date of each month, the Contractor will submit to the Commission Representative, an application for partial payment including a notarized affidavit stating that it has complied with the requirements of Section 16.02.8. The Application for Payment shall be submitted using such forms and in the order as directed by the Commission representative and shall conform to the following requirements, without limitation. The submission shall be one (1) original hard copy to the Commission Representative and at the same time submission electronically through the Commission's designated web based system. The form for the Application and Certification for Payment is attached as Article 25, Exhibit A. The Contractor must also provide a Contractor's Sworn Statement and Affidavit For Partial Payment, attached as Article 25, Exhibit B. The affidavit must be supported by receipts or receipted vouchers, and lien waivers, evidencing payments for such materials, services, labor, and payments to First-tier Subcontractors and all Minority owned business enterprises or Women owned business enterprises who are providing labor or material to the Project, together with a waiver of lien covering the amount for which the current payment is being requested and such other evidence of the Contractor's right to payment as the Commission Representative may direct. A sample of the Contractor's waiver of lien for partial or progress payment is attached as Article 25, Exhibit C and the Subcontractor's waiver of lien for partial payment is attached as Article 25, Exhibit D. The application for partial payment will conform to approvals made by the Commission Representative at the payment review meeting. Article 25, Project Forms, contains the various forms used for payment applications.

b. Contract amounts are to include only those Change Orders that have been approved by the PBC Board of Commissioners as of the close of the current payment period. Payment Applications will be returned for revision if unapproved Change Orders are billed.

c. All Change Orders must be allocated to the affected line items on the sworn statement. Payment Applications will be returned for revision if the total Change Order is added as a new line item on the sworn statement.

d. All amounts reported on the MBE/WBE documents must agree with the corresponding line items on the sworn statement. Submit MBE/WBE participation summary with each application for payment which identifies participation as a percentage of subcontracts

9. Certified Payrolls

a. Three copies of certified payrolls for the payment period are to be submitted by the Contractor and all Subcontractors working on the Site to the Commission every week. The Commission may elect to utilize a Web-based method for electronic submittal of certified payrolls. In the event that the Commission elects to utilize electronic submittal, Contractor shall follow the directions provided by the Commission and submit its certified payrolls electronically, as a replacement for the three hard copy submittals. All payrolls must be identified with Contractor or Subcontractor's name and Contract name and number, and must be sequentially numbered. The payroll will be submitted by the Contractor and Subcontractor until all Work by that Contractor or Subcontractor is completed. If there are periods of no Work by Contractor or a Subcontractor, a payroll labeled "NO WORK" will be submitted. The final payroll will be labeled "FINAL." Certified payrolls are required to assure EEO compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the Commission. An employee's address should appear every time his/her name appears on the payroll. The Contractor must submit the certified payrolls and additional information regarding EEO and wage compliance by providing a Payroll Summary Report in the form required by the Commission. The EEO report form required by the City and the U.S. Department of Labor must be submitted by Contractor and each Subcontractor, reflecting fully the periods of Work covered by the partial payment request.

b. Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the Commission.

c. Each contractor and subcontractor will be given a Log On identification and password to access the Commission's web based reporting system for electronic submittal.

d. Use of the system shall include additional data entry of weekly payroll information including: employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. in the manner specified by the Commission.

e. This requirement will be "flowed down" to every lower-tier subcontractor and material supplier required to provide labor compliance documentation.

10. Payment for Material Stored on-Site

a. Payments for on-Site stored material will be made only if the Commission specifically approves, at its sole discretion, such payments. If payments are to be made for materials and equipment not incorporated in the Work but delivered and suitably stored at the Site, such payments will be conditioned upon submission by the Contractor of bills of sale, waivers of lien, and other such documents and compliance with other such procedures as the Commission requires to establish its title to such materials or equipment or otherwise protect its interest, including applicable insurance and transportation to the Site.

b. Payment of stored material on the Site will be one hundred percent (100%) of a valid invoice less applicable retainage (as described in Section 16.06) when the Contractor has provided the following documents:

(1) A paid invoice from the supplier showing the unit, quantity, description of the material or equipment and

costs.

(2) A final waiver of lien from the supplier for the total amount of the material purchased.

(3) Inspection tickets for all the material stored

11. Payment for Material Stored Off-Site

a. Payment for material stored off-site, if authorized in Book 3 of the Contract, or when approved in writing by the Executive Director and Commission Representative, will be one hundred percent (100%) of a valid invoice less applicable retainage (as described in Section 16.06) when the Contractor has provided documents and complied with the requirements listed below.

(1) A paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs.

(2) A final waiver of lien from the supplier for the total amount of the material purchased.

(3) Inspection tickets for all the material stored.

(4) The Contractor must furnish the Commission Representative with a certified statement giving the exact location of the materials or equipment, and stating that:

i. Such materials are suitably stored and maintained at a bonded, secure and environmentally appropriate location agreed upon and subject to such conditions required or established by the Commission.

ii. The Contractor has complied with procedures satisfactory to the Executive Director to establish the Commission's title to such materials or otherwise protect the Commission's interest therein, including but not limited to, insurance, storage and transportation to the Project Site for such materials stored off-site, as the Executive Director or Commission Representative may reasonably require.

iii. The materials, equipment, and associated fabricated components will not be diverted away from the Project.

(5) The risk of loss will remain with the Contractor. The Contractor must provide the Commission Representative with a certificate of insurance coverage for the stored material for which payment is requested

(6) Simultaneously with payment for such material, the Contractor must prepare and execute any and all documents required to transfer title to the Commission, including, without any limitation, any Uniform Commercial Code Documentation necessary to perfect transfer of title.

(7) All material and Work covered by payments made will thereupon become the sole property of the Commission.

(8) The Contractor must pay the Commission's reasonable costs for consultants or attorneys relating to administration of the payment for material stored off Site, to verify and review required filings and documents, inspect materials, and travel. Travel costs are to be paid based upon the current Commission Travel Guidelines.

12. Documentation Supporting Monthly Payment Applications

a. For the first Payment Application, the Contractor must provide its own Contractor's Sworn Statement and Affidavit for Partial Payments (Contractor's Sworn Statement), as required by Section 16.02.4 and its Contractor's Waiver of Lien for Partial Payment (Contractor's Waiver of Lien) in support of the Payment Application. The Application And Certification For Payment is Exhibit A of this Book 2 and the Waiver of Lien is Exhibit C.

(1) The following documents are due prior to the first Application for Payment:

i. Schedule of Values.
ii. List of Subcontractors, including addresses.

iii. Contractor's construction schedule.
iv. Submittal schedule.
v. Quality control activities schedule.
vi. Unit price schedule (if applicable).
vii. Names of the Contractor's principal staff assigned to the Project.
viii. Names of the Contractor's representatives authorized to sign invoices and waivers.
ix. Copies of building permit and other authorizations from governing authorities.
x. First progress report.
xi. Minutes of the preconstruction meeting.
xii. All submittals specified to occur prior to the first application for payment.

b. For the second Payment Application, and all subsequent Payment Applications, except the final one, the Contractor must provide: its own Contractor's Sworn Statement, its own Contractor's Waiver of Lien for the current Payment Application and Waiver of Lien To Date and Contractor's Affidavit from all of its First-tier Subcontractors and all Minority owned business enterprises or Women owned business enterprises who are providing labor or material to the Project for the prior period Payment Application ("Trailing Waivers"). The Waiver of Lien to Date and Contractor's Affidavit is Exhibit D of this Book 2. Trailing Waivers for Subcontractors are to be submitted directly to the Finance Department of the PBC, and are due no later than 30 days after payment has been made to the Contractor for the payment application covered by the waiver. The date of payment to the Contractor for each payment application is published on the PBC website. In all cases, Subcontractor's "Waivers of Lien to Date and Contractor's Affidavits" must bear original signatures and original notary seals and are to be provided in the order of appearance on the related sworn statement. In addition, the Contractor must provide Supplier's Waiver of Lien for Final Payment (Supplier's Partial Waiver) for its material suppliers from the prior Payment Application. The Supplier's Waiver of Lien for Partial Payment is attached as Exhibit E of this Book 2.

c. For the Final Payment Application, the Contractor must provide the Contractor's Sworn Statement and Affidavit for Final Payment (Book 2 Exhibit F) and the Contractor's Final Release and Waiver of Lien (Book 2, Exhibit G). In addition, the Contractor must provide Final Waiver of Lien and Contractor's Affidavits (Book 2, Exhibit I) for all its Subcontractors, and provide the Supplier Final Release and Waiver of Lien for all Suppliers (Book 2, Exhibit K) that have not previously furnished a Final Release and Waiver of Lien and from every entity who may be legally entitled to file a mechanic, materialmen's or other lien..

d. Prior to final payment, the Contractor must comply with the requirements of Section 16.08, below.

13. Unless a written extension is granted by the Commission, the Contractor must submit the final payment application and waivers no later than 4 weeks after the Architect's written acceptance of the Punch List Work. The Contractor's failure to do so within the required time period is an event of default.

Section 16.03 Payment for Changes

1. The Contractor shall designate a single individual authorized to receive Field Orders and Change Orders who will be responsible for informing others of changes to the Work. When directed in writing by a Field Order signed by the Commission Representative, the Contractor will proceed promptly in accordance with such Field Order. Any adjustment to the Contract Price that may be required by a Field Order will be determined by one of the following methods:

a. Method 1 - Unit Price and/or Lump Sum Adjustment

2. The Contractor must submit promptly to the Commission Representative for approval and acceptance by the Commission a written proposal for changes in the Work. Such proposal will be in a format acceptable to the Commission and based on Contract unit prices, or, in their absence, a detailed cost estimate of labor, all insurance, payroll taxes, itemized material, itemized equipment, and bond of the changed Work. If after receipt of the Contractor's proposal the parties can agree on an equitable lump sum adjustment of the Contract Price, a Change Order will be signed establishing such adjustment.

3. Where the change in the Work involves items for which Contract unit prices have been established and where the net aggregate quantity of such items is in excess of the Contract requirements, payment for such items will be at the established unit prices. When the net aggregate quantity is less than the Contract requirement, the credit will be the

established unit price less 10%. Where the established unit price is a unit price bid on estimated quantities, the Commission may, at its option, demand a readjustment of such established unit price in any case where the requirements for the particular unit price item exceeds one hundred 125% of the estimated quantity bid.

4. Where the change in the Work involves items for which agreed-upon unit prices have not been established, the Contractor's proposal will be in a format acceptable to the Commission and based upon the estimated fair cost of the Contractor's labor, material, equipment, insurance and any applicable taxes. In submitting such proposal, the Contractor will use its ability and buying power to obtain the best possible prices from suppliers of material and equipment and from Subcontractors consistent with its general responsibility for the performance and completion of the Work. To this end, the Contractor, when submitting such a proposal, will be deemed to have represented by the submittal that it has used the lowest prices obtained or obtainable from suppliers of material and equipment and from Subcontractors and that nothing has been added to such prices unless indicated in the proposal or billing. Should the Contractor at any time, without disclosing the fact, add any amount to the bill or proposal of any supplier of material or equipment or to the bill or proposal of any Subcontractor, and should the Commission act on the same or make payment on any Work covered by such proposal or billing, then, and in that event, the Commission will have the right to recover from the Contractor any such amounts as may have been so added and not disclosed. Such recovery may be made by deducting the undisclosed additions from any payments due the Contractor, or by any and all other means available to the Commission.

5. For the cost of items of Work not covered by agreed-upon unit prices on additional Work ordered, the Contractor will be allowed 15% for overhead and profit on labor performed by his own forces and material purchases. Subcontractors, likewise, will be permitted an allowance of 15% for overhead and profit on their own work. The Contractor will further be allowed 6% on all of his subcontractor's work. The Subcontractor is not allowed any additional markup if the work is further subcontracted. The Contractor may include in its labor proposal only those workers and foremen directly involved in the Work. All other supervision is included in the 15% overhead and profit allowed. The Contractor will be entitled to payment for labor, union fringe benefits, insurance, unemployment insurance, social security, and taxes paid on labor. No overhead or profit will be allowed on social security, unemployment insurance, or other insurance or premium time. The Contractor's material costs will include invoiced costs, transportation, applicable sales or use taxes, and actual rental costs.

6. Overhead and profit charges referred to above will constitute full reimbursement for all costs of field and office supervision, engineering, field and main office expense, premium on bonds, small tools, and incidental job burdens, general building and excess liability insurance, and transportation.

    a. Method 2 - Cost Plus Fee Adjustment

        (1) Where the change in the Work involves items in whole or in part for which a unit price determination cannot be made under Method 1 and where the parties are unable to determine and agree upon an equitable lump sum adjustment of the Contract Price for such items, a Field Order will be issued and the Contractor will proceed with the Work on a cost plus fee basis. Cost means the Contractor's actual cost of labor, material, equipment, insurance, and applicable taxes, as reviewed by the Architect and Commission Representative for the approval of the Commission. To the Contractor's cost so computed will be added overhead and profit as defined under Method 1 above, which shall be Contractor's fee for such change to the Work.

        (2) The Contractor and Subcontractors must keep and present in such form as the Commission Representative may direct a correct accounting of the costs of all labor, material, equipment, insurance, and applicable taxes, together with supporting vouchers, receipts, and payroll records.

        (3) Upon completion of the change to the Work, and final determination of the cost plus fee price for such change, a Change Order will be issued, if needed, to appropriately adjust the Contract Price.

7. The Contractor's agreement to a Change Order constitutes a waiver and release by the Contractor for any claim for additional payment or a time extension associated with the changes as stated in Section 17.05.

3. The Contractor will include any claim for a time extension in the submission of his proposal. Such claim will only be considered upon demonstration by the Contractor that a disruption to Critical Path activities has occurred. Contractor is required to furnish documentation in the form of proposed schedule revisions indicating impact in Critical Path activities and events previously approved by the Commission.

4. The Contractor will be required to use Exhibit O – "Contractors Proposal for Change Order" for any Change Order requests and all Change Order Requests shall conform to the following:

   a. The Contractor shall provide sufficient information for evaluation of proposed changes within fourteen (14) days following receipt of a Field Order. The Contractor shall immediately advise the Commission in writing if any requested Bulletin cannot be priced and submitted to the Architect within fourteen (14) days of receipt. The Commission Representative will determine if additional time is warranted, and will so notify the Contractor of its determination. In no case shall the Contractor be allowed more than (21) days for pricing of a Bulletin. The Contractor shall not be entitled to a time extension should its proposal not be received by the Architect prior to the required time. Such information shall include:
      (1) The amount of change in the Base Contract Price, if any.
      (2) The amount of change in the Contract time, if any, with explanation.
      (3) Cost breakdown, using Schedule of Values line items, separated into material and labor costs, additions and deletions, and with overhead and profit handled in the same manner as specified for the Schedule of Values.
      (4) The period of time within which the proposed changes in Base Contract Price or time will be held. At a minimum, the pricing shall be held until the next Commission meeting. Should said proposal be received by the Architect or Commission Representative beyond the cut-off date established by them for the upcoming Commission meeting, then the Contractor shall maintain its proposed price and schedule impact until the next Commission meeting.
      (5) Quantities and unit costs of products, labor, and equipment.
      (6) Taxes, insurance, and bonds.
      (7) Impact on MBE/WBE, Local Subcontractor and Community Hiring compliance
      (8) Overhead and profit.

   b. The Contractor may propose changes pursuant to Section 17.03.
      (1) Do not use change order form.
      (2) Provide the information required for Change Proposal Requests.
      (3) Describe reasons for change.

Section 16.04 Deductions For Uncorrected Work

1. The Commission reserves the right to, in its sole discretion, deduct the cost of damaged or non-conforming Work from the Contract Price rather than require Contractor to repair or replace such damaged or non-conforming Work.

Section 16.05 Certificates for Payment and Direct Deposit of Funds

1. If the Contractor has complied with the requirements of Section 16.02, "Payment Applications," the Commission Representative will issue to the Contractor a certificate for such amount as the Commission Representative determines to be properly due as agreed upon during the payment review meeting during the preceding payment period. The amount of each partial payment will be the total sum of completed Work less prior partial payments, retainage, and payments withheld in accordance with the provisions of Section 16.07 "Payments Withheld."

2. No certificate issued for payment, nor payment to the Contractor, nor partial or entire use of the Work, nor occupancy of the Site by the Commission or the User will be an acceptance of any Work or materials not in accordance with the Contract Documents.

3. Any certificates for payment are for the benefit of the Commission and will not be relied upon by any other party (including any surety or Subcontractor of the Contractor) in any action against the Commission, the Architect, or anyone acting on behalf of either of them.

4. The Contractor may make a written request to the Commission Representative for payment of Payment Applications by direct electronic deposit to the Contractor's bank account. The Contractor will also have to follow the administrative procedures required by the Commission in order to receive payment by electronic deposit.

Section 16.06 Retainage

1. The Commission will retain ten percent (10%) from the invoice sums approved and due the Contractor up to a total of fifty percent (50%) of the Contract Price, including approved Change Orders. The amount so retained ("Retainage") which is five percent (5%) of the contract including approved Change Orders, will be released to Contractor in accordance with section 16.08 below.

2. The Executive Director, at the Executive Director's sole discretion, may increase the amount of the Retainage withheld if the Executive Director considers the Contractor's performance or the progress of the Work to be such that the Commission will likely incur damages, including but not limited to liquidated damages, in excess of the amount of Retainage.

3. The Contractor must not withhold Retainage from its Subcontractors in excess of the percentage Retainage withheld by the Commission from payments to the Contractor and must release Retainage to the Subcontractors under Section 16.08 or the prompt payment to Subcontractors required by Section 16.09.

Section 16.07 Payments Withheld

1. No payment shall be made to the Contractor until certificates of insurance, bonds, or other evidence of compliance by the Contractor with all the requirements of the Contract for insurance and bonds have been provided to the Commission.

2. The Commission Representative may decline processing a Payment Application if, in the Executive Director's opinion, the Payment Application is not adequately supported. Failure to submit a monthly schedule update that complies with the requirements of 10.02.4 ("Target Schedule Update") concurrent with each Payment Application shall be considered a failure to adequately support a Payment Application. Any Payment Application not supported by a Target Schedule Update shall result in the Contractor's waiver of any right to assert by CPCO, claim or otherwise, a time extension (compensable or non-compensable) arising out of work performed or events that occurred during the period covered by the Payment Application If the Contractor and Commission Representative cannot agree on a revised amount to process an inadequately supported Payment Application for, the Commission Representative will process the Payment Application in the amount the Executive Director deems appropriate.

3. The Commission's rights under Section 16.07 are cumulative to any other rights provided under the Contract.

Section 16.08 Release of Retainage

1. At 75% completion of the Project. When the Commission Representative determines that the Contractor has satisfactorily completed 75% of the Project, based upon invoice sums approved and due the Contractor, Retainage will be reduced to an amount equal to three percent (3%) of the Contract Price including approved Change Orders.

2. At Substantial Completion. When the Project is Substantially Complete, the Contractor must notify the Commission Representative, in writing, that the Project will be ready for inspection and/or testing on a definite date. Such notice must be given at least seven (7) calendar days in advance of said date. If the Commission Representative concurs that the Project will be ready for inspection and/or testing on the date given, the Executive Director and other parties will make such inspection as is convenient for all parties, but within a reasonable period of time. The scheduling of the inspection to determine whether the Project is Substantially Complete shall not relieve the Contractor of its responsibilities under the Contract Documents. The Contractor is required to furnish access for the inspection. If the Executive Director finds that the Work is acceptable under the Contract Documents and has been fully and satisfactorily performed on a timely basis, Retainage will be reduced to an amount equal to one percent (1%) of the total Contract value, including any approved change orders; provided that the Contractor has furnished: a) MBE / WBE final lien waivers, MBE/WBE conditional final lien waivers, or an affidavit of the MBE/WBE stating the final amount earned; b) complete certified payrolls; c) documentation of the turnover of "as-built" drawings, record shop drawings, and product data; d) spare stock of materials, spare parts, accessories, special tools, O & M manuals, guarantees, warranties; e) and all other items required by the Contract Documents or the Commission Representative.

3. At Project Final Completion. The remaining Retainage will be paid when all remaining Work and punch list Work is complete and the Contractor submits to the Commission Representative a sworn affidavit that states the following:

   a. All payrolls, bills for materials and equipment, and all other indebtedness connected with the Work for which the Commission might in any way be responsible, have been paid or otherwise satisfied.

b. The "Contractor's Sworn Statement and Affidavit" for final release of retainage has been provided to the Commission Representative.

c. All claims made by Subcontractors of any tier, suppliers, and others against the Contractor, the Commission, any agents of the Commission, the Executive Director or Commission Representative have been resolved.

d. "Final Waiver of Lien and Contractor's Affidavit" forms for all Subcontractors of any tier have been provided to the Commission Representative.

e. The Warranties and Guarantees, required by the Contract, have been provided to the Commission Representative.

f. All Warranties and Guarantees are in full force and effect.

g. Contractor has provided manufacturers' operating instructions for all equipment, and furnished proof that appropriate training of User Agency personnel has been completed.

h. The surety's written consent, signed by its authorized representative, for final payment to be made directly to the Contractor, has been provided to the Commission Representative.

i. The Contractor agrees that acceptance of final payment will constitute a general release to the Commission, its representatives, officials and employees of all claims of liability for anything done or furnished or relating to the Work of the Contract or for any act or neglect of the Commission or its agents officials and employees relating to or connected with the Contract.

j As-Built documentation including but not limited to As-Built Contract Drawings, As-Built Shop Drawings and Operation and Maintenance Manuals have been provided to the Commission Representative.

k. All other documents requested by the Commission Representative have been provided.

l. The Contractor must remove all of the Contractor's trailers, equipment, leftover materials, and trash from the Project site, staging area(s) or anywhere else on the Project Site. The Contractor must also restore the Contractor's staging area(s) to its pre-construction condition. If the Contractor does not comply with this requirement, the Commission Representative may provide written notice to comply within a period of time determined by the Commission Representative. If the Contractor fails to comply with the written notice, the Commission Representative may have the work done by others, and deduct the charge from the Contractor's Retainage.

m. The Contractor furnishes the Commission with a certificate in the following form (Book 2, Exhibit P) verifying wages and classifications for laborers and mechanics, including apprentices and trainees employed on the Project:

> The undersigned, Contractor on _____, (PBC Contract No. _____), certifies that all laborers, mechanics, apprentices and trainees employed by it or by a Subcontractor performing Work under the Contract have been paid wages at rates not less than those required by the Contract provisions, and that the Work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.
>
> Signature and Title of Authorized Officer
>
> _____
> Name Title
>
> Contractor: _____
>
> Project: _____

4. Notwithstanding the foregoing, the Commission Representative, in his sole discretion, may decline to release all or a portion of Retainage if the Commission Representative considers the Contractor's performance or the progress of the Work to be such that the Commission or User Agency has incurred or will likely incur damages greater than the Retainage, including but not limited to liquidated damages.

Section 16.09 Prompt Payment to Subcontractors

1. The term "Subcontractor" is defined in Section 1.01. Contractor must state the requirements of the Prompt Payment provision in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on the Project.

2. The Illinois Prompt Payment Act, 30 ILCS 540/1.01 *et. seq*. requires prompt payment to subcontractors and suppliers, by the General Contractor for work that has been satisfactorily completed.

3. The Contractor must make payment to its Subcontractors within fourteen (14) days of receipt of payment from the Commission for each monthly Payment Application, but only if the Subcontractor has satisfactorily completed its Work in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor by Article 16. "Payments". The Contractor may delay or postpone payment for a Payment Application when the Subcontractor's Work or materials do not comply with the requirements of the Contract Documents, and the Contractor is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.

4. The Contractor must make final payment to its Subcontractors within fourteen (14) days after the Subcontractor has satisfactorily completed all of its Work, including but not limited to, completion of punch list work, providing final lien waivers, and providing all of the documents required by the Contract Documents for payment of Retainage at Final Completion of the Project as provided for in Section 16.08. Retainage must be paid to Subcontractors as required by this section, whether the Project has been determined to have reached Substantial Completion as defined in Section 1.01, or whether the Contractor has received payment from the Commission for Retainage. The Contractor may request that the Commission release the portion of the Retainage held by the Commission that the Contractor owes to the Subcontractor. The Contractor may delay or postpone payment of Retainage if the Subcontractor's Work or materials do not comply with the requirements of the Contract Documents, the Contractor has substantial grounds for and has acted reasonably in making the determination, and the Contractor is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.

5. Contractor must make payment to Subcontractors so that they receive it within fourteen (14) days of Contractor's receipt of payment from the Commission. Payment is deemed received by the Subcontractor at the time of hand delivery by the Contractor, or three (3) calendar days after mailing by the Contractor.

6. In the event payment or part of a payment is withheld by the Commission as the result of liens or lien cases, the Contractor must still make full payment to subcontractors or material suppliers on that payment application who have satisfactorily completed the work on the payment application.

7. To the extent feasible, to facilitate the flow of information to Subcontractor, the Commission Representative will post at the Project Field Office and on the PBC website (www.pbcchicago.com), a list of Contractor's Payment Applications, including the Subcontractors identified in them, submitted to the Commission for payment and the date of payments made to the Contractor by the Commission.

8. Contractor must not delay or refuse to timely submit pay requests for a Subcontractor's work or materials. The Commission may construe such delay or refusal as Contractor's failure to act in good faith. "Timely", in this context, means within thirty (30) days after the portion of the Subcontractor's work that the Subcontractor has invoiced is in place in the Project or the materials delivered to the Commission (or off-site if this Contact permits payments for off-site delivery). In addition, Contractor must not delay or postpone payment for an undisputed portion of a Subcontractor's invoice or in connection with claims or disputes involving different Payment Applications on the same Project or different projects.

9. The Executive Director may withhold payment from the Contractor when the Executive Director determines that the Contractor has not complied with this Section 16.09.

10. These provisions do not confer any rights in Subcontractors against the Commission. Nothing in this section is to be construed to limit the rights of and remedies available to the Commission, including but not limited to various rights under the General Conditions.

Section 16.10 Subcontractor Claims

1. The Contractor must pay all lawful claims made against it by its Subcontractors and all lawful claims made against Contractor by other third persons arising out of, in connection with, or because of its performance of this Contract. The Contractor further will cause all of its Subcontractors to pay all lawful claims made against them. In the even such lawful claims are not satisfied, the Commission is hereby empowered to disburse such sums for and on account of the Contractor directly to the respective parties to which such sums are due and owed.

Section 16.11 Pay Applications and Payments Subject to Review

1. The Commission shall not be precluded or estopped by any measurement, estimate, or certificate made by Contractor or any Subcontractor either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The Commission will not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its sureties such damages as the Commission may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Section 16.12 No Waiver of Legal Rights

1. Neither the acceptance by the Commission nor any payment by the Commission will operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. If the Commission elects to waive any breach of this Contract, that waiver will not be held to be a waiver of any other or subsequent breach.

2. The Commission will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by Contractor, or from showing that any measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform to the Contract. The Commission will not be precluded or estopped from recovering from the Contractor and/or its sureties such damages as the Commission may sustain by reason of Contractor’s failure to comply with the terms of the Contract.

Section 16.13 Liens

1. Whenever the Commission receives notice in writing of a lien or claim of money due from the Contractor to any Subcontractor, worker, or employee for Work performed or for materials or equipment furnished and used in or about the Work, the Commission may direct that the amount of such claim be deducted from payments due or to become due the Contractor and withheld by the Commission until such claim has been paid or otherwise discharged. This provision is to be construed as being solely for the benefit of the Commission, and will not require the Commission to determine or adjust any claims or disputes between the Contractor and its Subcontractors, workers, or employees, or to withhold any money for their protection, unless the Commission elects to do so. This provision is not to be construed as conferring any rights hereunder for the benefit of Subcontractors, workers or employees, or as enlarging or altering the application or effect of existing lien laws.

2. The final payment will not become due until the Contractor delivers to the Commission complete release of all liens, financial obligations or claims from the Contractor, Subcontractors, and other agents acting on its behalf in connection with the Work, arising out of the Work, and an affidavit that so far as it has knowledge or information, the releases include all the labor and material for which a claim could be made or a lien could be filed. If any lien remains unsatisfied after all payments have been made, the Contractor must refund to the Commission all moneys that the Commission may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

ARTICLE 17. CHANGES IN THE WORK

Section 17.01 Owner's Right to Change Work

2. The Commission reserves the right to order, in writing, changes in the Work or the Schedule without prior notice to the Contractor's surety. The Contractor is obligated to perform the changed Work included in the written notice from the Commission in a timely manner. The Contractor must begin the changed Work upon receipt of a Field Order signed by the Commission Representative unilaterally directing changes in the Work or Schedule.

Section 17.02 Owner Directed Changes in the Work

1. The Commission may make changes in the Work by making alterations therein, or by making additions thereto, or by making deductions or omissions therefrom, without invalidating the Contract and without releasing or relieving the Contractor from any guarantee given pursuant to the Contract, without affecting the validity of the guarantee or Performance and Payment Bond and without relieving or releasing the surety or sureties of such bond. All such Work will be executed under the conditions of the original Contract. The Contractor will submit to the Commission Representative "as-built" or revised drawings clearly showing the revised Work, all as required by Article 15.

2. Except in an emergency endangering life or property, no change in the Work will be made by the Contractor without receipt of a Field Order signed by the Commission Representative.

3. The Contractor will not perform changes to the Work directed by the User unless authorized to do so by the Commission based upon a Field Order signed by the Commission Representative.

Section 17.03 Changes to the Work Initiated by Contractor

1. In the event that Contractor identifies an error or omission in the Contract Documents as described in Section 3.02.1 hereof, or encounters a differing site condition as set forth in Section 3.04.4 hereof, the Contractor shall submit a Request For Information (RFI) to the Commission Representative. If, upon receipt of a response from the Architect, via the Commission Representative, to the RFI, the Contractor believes that there has been a change to the Work, the Contractor will submit a Contractor Proposed Change Order (CPCO) to the Commission Representative. The CPCO will state: the issue presented; any change to the Work that, in the opinion of the Contractor the issue requires; Contractor's proposed resolution of the issue; and the cost of the Work.

2. The Commission Representative will respond promptly to the CPCO. The response will take one of two forms: i) the Commission Representative concurs with the Contractor, and issues a Field Order that incorporates the terms stated in the CPCO or a Field Order with other terms; ii) the Commission Representative denies the CPCO, and issues a response notifying the Contractor that there is no change to the Work, and directing the Contractor to perform the Work pursuant to the answer to the RFI.

3. In the event that a CPCO is denied, the Contractor may file a claim pursuant to Article 18, "Claims and Disputes."

4. The Contractor, within 14 Days of receipt of a Field Order, must submit to the Commission Representative a CPCO for the revisions to the Work directed by the Field Order. The Contractor's failure to submit such request within the specified time will result in the issuance of a Change Order by the Commission for the adjustment to the Contract Price and/or time for the performance of the Work, if any, that the Commission deems appropriate for the Field Order. This Section 17.03.2 does not pertain to Field Orders issued pursuant to Section 17.03.1 above.

Section 17.04 Change Orders Finalize the Terms of Field Orders

1. The final terms and provisions of a Field Order, including any adjustment in the Contract Sum and/or the time for the performance of the Work, will be memorialized in a written Change Order signed first by the Contractor then by the Executive Director.

Section 17.05 Contractor's Release

1. Any and all Change Orders are a full release of the Commission from any liability for any additional compensation or extension of time arising or resulting from the circumstances that gave rise to, and the Work performed pursuant to, a

Change Order. By acceptance of a Change Order, the Contractor accepts the compensation and/or time extension provided in full accord and satisfaction for that Change Order, and expressly waives, releases, and relinquishes any and all additional claims and demands relating to, or arising out of, the matters covered by that Change Order. The release that the Contractor must sign will state: "By executing this Change Order, Contractor certifies that it has reviewed and accepts the compensation and/or time extension provided in full accord and satisfaction for this Change Order and that it expressly waives and releases any and all additional claims and demands relating to, or arising out of, the matters covered by this Change Order as more fully described in the exhibit attached hereto including but not limited to: direct, indirect, overhead, home or field office costs; profits; damages; disruptions and impact."

Section 17.06 Performance of Changed Work

1. The Contractor will promptly proceed with any changes in the Work or Target Schedule as directed by a Field Order in accordance with Section 17.01 "Owner's Right to Change Work." The Contractor's refusal or failure to proceed promptly as directed with the changed Work or changes in the Target Schedule constitutes an event of default under the Contract. No change to the Work by the Contractor as directed by the Commission will invalidate the Contract or release the Contractor's surety.

Section 17.07 Change Claims and Disputes

1. If the Contractor and Commission Representative are unable to agree on the price and/or time extension in connection with a Field Order, the procedures set forth in Article 18 "Claims and Disputes" will govern.

ARTICLE 18. CLAIMS AND DISPUTES

Section 18.01 Claims

1. This provision of the Contract applies to claims for time and/or money based on: a differing site condition (Section 3.03), changes in the work under Article 17, including CPCOs that have been denied pursuant to Section 17.03, and all other claims made under the Contract.

2. Any claim made by the Contractor regarding the Project must be made in accordance with the requirements stated below.

   (1) The Contractor expressly consents to both the time requirements and notice content requirements for making a Claim or Dispute under this Section 18.01.2. The Contractor acknowledges that the notice requirements set forth in this Section 18.01.2. will be strictly enforced and agrees that any failure on the part of the Contractor to provide notice strictly in accordance with the requirements of this Section 18.01.2. will constitute a waiver of the Contractor's right to make a Claim to the Commission Representative or submit a Dispute to the Executive Director. The Contractor further understands and agrees that, notwithstanding any case law decision to the contrary, the notice requirements of this Section 18.01.2. will not be subject to or diminished by any claim on the part of the Contractor that the Commission Representative or Executive Director or any person acting on behalf of either of them had actual or constructive knowledge of any Claim or Dispute or any facts or circumstances supporting any such Claim or Dispute.

   (2) The Contractor must provide notice, in writing, to the Commission Representative of any claim for differing site conditions within one (1) day of discovery as required by Section 3.03.

   (3) The Contractor must provide notice, in writing, to the Commission Representative of any claim that may be made, within five (5) days after starting the work that is affected by the claim. The notice shall be referenced as a "Notice of Claim Related Work" and must state the nature of the claim, the work that is affected by the claim, and the anticipated duration of the Work.

   (4) The Contractor must provide notice, in writing, to the Commission Representative of any claim based on: a differing site condition; a change in the Work directed by the Commission Representative; or any other cause within fifteen (15) days of completion of the changed Work.

   (5) The Contractor will designate the document "Claim." The Claim must include:
      (1) The amount of money and/or time extension sought by the Contractor, and the contractual and factual basis for each;
      (2) A general statement of the basis for the claim;
      (3) The facts underlying the claim;
      (4) The Notice of Claim Related Work to the Commission Representative;
      (5) Reference to the applicable Contract provisions and;
      (6) All documentation that describes, relates to, and/or supports the claim.

   (6) The Commission Representative will, within thirty (30) days of receipt of the Claim, respond by: requesting a meeting with the Contractor; making a written request for additional information from the Contractor; taking other action to attempt to resolve the Claim; and/or advising the Contractor, in writing of the Commission Representative's position regarding the relief sought in the Claim. If the Commission Representative's written response is that the Claim is denied, the letter will also advise the Contractor of its right to file a Dispute to the Executive Director. Any steps taken by the Commission Representative to resolve the Claim will not exceed sixty (60) days from receipt of the Claim, unless the Contractor agrees to an additional amount of time in writing.

   (7) If the Claim is denied by the Commission Representative, the Contractor must file its Dispute within thirty (30) days of receipt of the written denial of the Claim.

Section 18.02 Disputes

1. Contractor's Request: In the event of any disagreement between the Contractor and the Commission Representative which the Contractor and the Commission Representative have attempted, but been unable, to resolve, including, without limitation, changes, time extensions, claims, allowable costs or any other issues of fact or Contract interpretation based

upon, relating to, or arising under the Contract, a request for resolution of the Dispute must be submitted to the Executive Director by the Contractor for final determination. The Contractor may not file a Dispute until there has been a denial of the Claim, which was the basis for the Dispute, by the Commission Representative. The default or termination of the Contractor are not matters that may be disputed under this provision of the Contract. The Contractor's failure to submit the Dispute within thirty (30) days of receipt of the Commission Representative's response to the Contractor's Claim is a waiver of the Dispute. The Executive Director may consider issues of Contract interpretation in connection with decisions to be made in resolving Disputes.

2. Request Requirements: Requests for resolution of Disputes must be made by the Contractor in writing, specifically referencing this section, and include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Contractor and Commission Representative; 3) the facts underlying the Dispute; 4) reference to the applicable provision of the Contract Documents by page and section; 5) the identity of any other parties believed to be necessary to the resolution of the Dispute; 6) all documentation which describes and relates to the Dispute and 7) if applicable, a statement explaining why the Contractor believes that prior to rendering a final decision, the Executive Director should meet with the Contractor, Commission Representative or any other parties believed to be necessary to the resolution of the Dispute. Copies of the request for resolution of the Dispute must promptly be provided to the Executive Director and Commission Representative on the same day. In addition, the Contractor's Dispute and any subsequent correspondence that relates to the Dispute which the Contractor provides to the Executive Director, must be copied to the Commission Representative. The Commission Representative shall have thirty (30) days to respond in writing to the Contractor's submission by supplementing the Contractor's submission or to provide its own submission to the Executive Director and Contractor. However, the Commission Representative may request, and the Executive Director may allow an additional period of time to respond. Failure by the Commission Representative to respond shall not be deemed to be an admission of any allegations made in the request for dispute resolution, but may be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any, at this stage of the Dispute. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable by the Executive Director.

3. Executive Director's Decision: The Executive Director's final decision shall be rendered in writing no more than thirty-five (35) days after receipt of the response of the Commission Representative was filed or was due, unless the Executive Director notifies the Contractor and Commission Representative before the end of the thirty-five (35) day period that an additional period, not to exceed thirty (30) days, is needed for the Executive Director to respond. The Executive Director's decision shall be conclusive, final, and binding on all parties unless a judicial determination is sought in accordance with the provisions set forth below.

4. Implementation of Decision: In the event that the Executive Director's final decision requires a change to the Contract, the Executive Director's final decision shall be implemented through a Change Order which shall be made a part of the Contract, with or without the signature of the Contractor (if the Contractor refuses to sign the Change Order).

5. Contractor's Remedy: If either the Contractor or Commission does not agree with the decision of the Executive Director, the sole and exclusive remedy is judicial review by a common law writ of certiorari. Unless such review is sought within thirty-five (35) days of receipt of the Executive Director's decision, all right to seek judicial review is waived.

6. Contractor's Performance of Work: The Contractor may not withhold performance of and must prosecute any Work required by the Contract during the dispute resolution period, including judicial resolution. The Contractor must prosecute all of its Work, including any disputed Work, with the same diligence and effort as if no dispute existed. The Executive Director's written determination must be complied with pending final resolution, including judicial resolution of the Dispute. Neither the Executive Director's determination, nor the actions of the Contractor or the Commission Representative in connection therewith, nor the continued performance by either party, shall constitute an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.

7. Administrative Appeal of Dispute: The Contractor must follow the procedures set out in this Article 18, "Claims and Disputes", and receive the Executive Director's final decision as a condition precedent to filing a judicial review of the decision by common law writ of certiorari.

Section 18.03 No Waiver of Legal Rights

1. Neither the acceptance by the Commission or any representative of the Commission, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Commission will operate

as a waiver by the Commission of any portion of the Contract, or of any power herein reserved or any right of the Commission to damages herein provided. A waiver of any breach of the Contract is not held to be a waiver of any other or subsequent breach.

2. Whenever under this Contract, the Commission by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the Commission or the Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not deemed a waiver forever or for subsequent instances of performance, requirement, or condition. No such waiver is construed as a modification of this Contract regardless of the number of times the Commission may have waived the performance requirement or condition.

ARTICLE 19. EVENTS OF DEFAULT AND TERMINATION

Section 19.01 Events of Default

1. The Contractor's failure to perform any of its obligations under the Contract, including but not limited to the following, are events of default:

   (1) failure to begin the Work at the time specified;

   (2) failure to perform the Work in accordance with the Contract Documents;

   (3) failure to perform the Work with sufficient workers, equipment, or materials to ensure the completion of the Work or any part of the Work within the time specified by the Contract;

   (4) persistent or repeated refusal or failure (except in cases for which extension of time is provided) to supply adequate skilled workers or proper materials;

   (5) unauthorized discontinuance of the Work;

   (6) failure to promptly remove materials, or repair, or replace Work that was rejected as defective or unsuitable;

   (7) failure to make prompt payment to Subcontractors, whether for material or labor;

   (8) failure to submit all documents required by the Contract Documents or Commission, including but not limited to timely submission of payment applications;

   (9) failure to prosecute the Work in a manner acceptable to the Commission or in a manner that does not comply with all laws applicable to the Work.

   (10) persistently disregarding laws, ordinances, or instructions of the Commission, or Commission Representative; or,

   (11) failure to comply with any other term of the Contract that states an event of default or otherwise engages in a substantial violation of any provision of the Contract Documents.

   (12) interruption or delay of Work for reasons within the Contractor's control, including, but not limited to, labor interests or disputes;

   (13) failure to comply with federal, state, or local safety requirements;

   (14) the Contractor's default on a contract with the PBC, CHA, CTA, or City of Chicago;

   (15) the Contractor's failure to be licensed as a "General Contractor" as required by Chapter 4-36 of the Chicago Municipal Code, at all times throughout the term of the Contract or Contractor's loss of its general license;

   (16) disqualification as an MBE or WBE of the Contractor or any joint venture partner, Subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the Contract and such status was misrepresented by Contractor;

   (17) Contractor becomes insolvent or bankrupt, attempts assignment of all or any part of the proceeds of this Contract, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency any of which negatively impacts Contractor's ability to pay Subcontractors or perform the work.

Section 19.02 Remedies

1. In the event of a default by Contractor, the Commission, in its sole discretion, may send the Contractor notice of the Commission's intent to exercise any or all of the remedies below.

   a. Termination. The Commission may terminate the Contract. Written notification of the default and termination of the Contract will be provided to the Contractor and the surety by the Executive Director. The Executive Director's decision and declaration of termination is final and effective.

   b. Notice to Cure. The Executive Director may provide the Contractor the opportunity to cure the default. The Contractor must cure the default within 10 Days of receipt of the notice from the Executive Director or such time period stated in the Notice to Cure. If the Executive Director does not receive written acknowledgement from the Contractor that it will cure the default within the stated cure period or if the Contractor does not act to cure the default, the Executive Director may terminate the Contact, in which event the termination of the Contract is final and effective.

   c. In addition to the foregoing, upon an event of default in Section 19.01, "Events of Default," the Commission may invoke any or all of the following remedies:

      (1) The right of set-off against any payments due or to become due to the Contractor and against any Retainage.

      (2) The right to take over and complete the Work, or any part thereof, either directly or through others, and to hold the Contractor liable for any amounts paid for such Work above those amounts the Commission would have paid the Contractor for that same Work

      (3) The Commission may use the Contractor's Subcontractors, materials, and equipment to complete the Work. Upon the Commission's notification to the Contractor invoking this remedy, any and all rights the Contractor may have in or under its subcontracts are assigned to the Commission, based on the assignment required by Section 4.03.2. The Contractor must promptly deliver such documents upon the Commission's request. In case of any subcontract so assigned and accepted by the Commission, the Contractor remains liable to the Subcontractor for any payment already invoiced to and paid by the Commission, and for any claim, suit, or cause of action based on or resulting from any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of Contract, by the Contractor, its officers, employees, agents, and other Subcontractors, arising prior to the date of assignment to the Commission, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. The Contractor must notify its Subcontractors of these requirements.

      (4) The right to terminate the Contract as to any or all of the Work yet to be performed.

      (5) The right of specific performance, an injunction, or any other appropriate equitable remedy as may be applicable.

      (6) The right of money damages, including, but not limited to all expert witness or other consultant fees, court costs, and attorney's fees which the Commission may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default hereunder.

      (7) The right to withhold all or any part of the Contractor's compensation yet to be paid by the Commission.

      (8) The right to terminate any or all other contracts that Contractor may have with the Commission.

      (9) The right to deem the Contractor non-responsible in future contracts to be awarded by the Commission.

Section 19.03 Non-exclusivity of Remedies

1. The remedies under the terms of this Contract are not intended to be exclusive of any other remedies, but each and every remedy is cumulative and is in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor do they waive any event of default or acquiesce thereto, and every such right and power may be exercised by the Commission from time to time and as often as may be deemed appropriate.

Section 19.04 Commission's Right To Terminate Contract

1. The Commission may, at its sole discretion, exercise the right to send the Contractor notice under Section 19.02.1 "Commission's Right To Terminate Contract," or 19.02.2 "Notice to Cure." Whether to declare the Contractor in default is within the sole discretion of the Executive Director and neither that decision nor the factual basis for it is subject to review or challenge under Article 18 "Claims and Disputes."

2. If termination of the Contract occurs by the Commission under Section 19.02.1 or 19.02.2, the Commission may use the material and equipment, whether owned or leased, which is within the scope of the Work or necessary for completion of the Work and paid for by the Commission (whether located on or off the Site) to complete the Work. The Contractor will receive no further payment until the Work is completed. However, if the cost of completion exceeds the unpaid balance of the Contract, the Contractor must pay the difference to the Commission immediately upon demand.

3. If termination occurs, all costs and changes incurred by the Commission, together with the cost of completing the Work, are deducted from any moneys due or which may become due to the Contractor. When the expense incurred by the Commission exceeds the sum which would have been payable under the Contract, the Contractor and the surety are liable and will pay the Commission the amount of such excess.

Section 19.05 Court Adjudication of Termination

1. If the Contract is terminated by the Commission for cause and it is subsequently determined by a court of competent jurisdiction that such termination, an early termination, was without cause, such termination will thereupon be deemed under Section 19.06 "Termination for Convenience," and the provisions of Section 19.06 "Termination for Convenience" apply.

Section 19.06 Termination for Convenience

1. The Commission reserves the right, for its convenience, to terminate the Work of the Contractor by written notice stating the effective date of such termination. In such case, the Contractor and Subcontractors will (except for services necessary for the orderly termination of the Work): stop all Work; place no further orders or subcontracts for materials, services, equipment, or supplies; assign to the Commission (in the manner and to the extent directed) all of the rights of the Subcontracts relating to the Work; take any action necessary to protect property of the Commission and property in the Contractor's possession in which the Commission has, or may acquire, an interest; and take any other action toward termination of the Work which the Commission may direct.

2. Contractor's compensation for all work provided prior to the effective date of the termination and costs of stopping the work shall be paid based on the Termination for Convenience provision of the Federal Acquisition Rules and all interpretations of those rules and all cases decided regarding the rules.

3. After receipt of a notice of termination pursuant to this Section 19.06 "Termination for Convenience," Contractor will submit to the Commission Representative its final invoice in the required form, with supporting documentation. The Commission may require certified payrolls, receipts, and other proof of expenditures. The final invoice must be submitted promptly, but in no event more than 60 Days after the effective date of termination.

Section 19.07 Suspension of Work

1. The Commission has authority to suspend the Work, wholly or in part, for such period of time as the Commission may deem necessary due to conditions unfavorable for the satisfactory prosecution of the Work, or conditions which, in the Commission's opinion, warrant such actions; or for such time as is necessary to carry out directions given by the Commission Representative; or to perform any or all provisions of the Contract. The Contractor will not receive compensation for suspension of part of the work. If the Commission suspends the entire project for a period exceeding

seven (7) calendar days, the Contractor will be compensated for the following listed costs for each day thereafter. The costs to be paid are limited to: demobilization and remobilization, the Contractor's field supervision costs (based upon the approved staffing plan), and idle equipment costs as provided in Article 17, "Changes In The Work." This provision is not applicable if the suspension and/or costs were caused by any act or omission of the Contractor.

2. If it becomes necessary to stop Work for an indefinite period of time, the Contractor must store all materials in such manner that they will not become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed and erect temporary structures where necessary. The Contractor must not suspend work without written consent from the Commission.

ARTICLE 20. ENVIRONMENTAL REQUIREMENTS

Section 20.01 Compliance with Environmental Laws

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

2. If the Contractor is required, pursuant to any Environment Laws, to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on or about any premises used by Contractor to perform the Work required hereunder, the Contractor must provide a copy of such report or notice to the Commission Representative. If a release or threatened release of Hazardous Materials or Special Waste into the environment occurs, or if any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Law, the Contractor must notify the Commission Representative pursuant to Section 20.06 "Disposal of Materials, Construction Debris, Soil, and Waste" herein below.

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

Section 20.02 Environmental Permits and Recordkeeping

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

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

3. Environmental Records and Reports: The Contractor is required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including, but not limited to the following:
   a. Training Certificates
   b. Health and Safety Plans
   c. Waste Characterization Analytical and Signed Generator Waste Profiles
   d. Disposal and Recycling Facility Approvals
   e. Imported Backfill Material Analytical
   f. OSHA compliance air monitoring records
   g. Certificate of Tank Destruction from a Steel Reclamation Facility
   h. Storm Water Discharge Approval and MWRDGC Discharge Authorization
   i. Soil Management Plan
   j. IDPH/EPA Notifications
   k. Notice to Building Occupants
   l. OSHA Exposure Assessment
   m. Certifications for all HEPA vacuums, negative air pressure equipment, and other local exhaust ventilation equipment
   n. Material Safety Data Sheets (MSDS) for chemicals used on site
   o. Copies of all regulatory notices
   p. Laboratory and Analyst Credentials for Contractor Samples
   q. Disposal Records, including Disposal Site , Date, Truck Numbers, Truck Content, and Disposal Weight.
   r. Permit Documentation and all other Documentation and Transactions Pertaining to all Environmental Laws.

Section 20.03 Energy Conservation Ordinance

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

Section 20.04 Environmental Control

1. In performing the Work, the Contractor must comply with all Federal, State, and local statutes, ordinances, and directives with respect to the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations. Attention must be given to reduce the noise of heavy construction equipment and to the control of dust, smoke, and fumes from construction equipment and other operations on the Site, and the dirt and noise created by heavy truck operations over City streets in accordance with ordinances of the City and orders of the Commission. The discharge of Hazardous Materials into waterways and City sewers must not occur.

Section 20.05 Equipment and Environmental Control during Transport

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

Section 20.06 Disposal of Materials, Construction Debris, Soil, and Waste

1. The Contractor is responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Subcontractor does not relieve the Contractor from responsibility for proper disposal. Disposal of all materials, construction debris, soil, and other wastes must be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. The Contractor will identify the disposal site(s) or transfer station(s) to which it has contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained. Disposal sites and transfer stations must be free of violations in order for materials to be disposed of from a Commission site. All of Contractor's personnel shall be trained in the proper handling of the materials that are on site.

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

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

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

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

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

Section 20.07 Open Dumping Prohibited

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

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

Section 20.08 LEED Certification Requirements and/or Sustainability Goals

1. The Contractor must assist the PBC to achieve the LEED Certification level and or Sustainability goals established for this project. For LEED projects, the LEED Scorecard (Registered Project Checklist) identifying the LEED version and level, as well as prerequisites and credits to be achieved, is found in Book 3. The Contractor must implement construction of the Project and provide documentation, in accordance with the requirements of the LEED version promulgated by the US Green Building Council indicated in Book 3, so that the Commission can achieve the LEED rating and or Sustainability goals identified in Book 3.

2. Regarding commissioning of the Project systems, the Contractor must provide the appropriate labor to operate, adjust, and observe the systems, as directed by the Commissioning Authority to ensure that all the commissioning requirements and LEED requirements for commissioning of the heating ventilation and air conditioning systems and the electrical systems and other systems to be commissioned as identified in the Technical Specifications are met.

3. The Contractor must make all required LEED submittals to the Commission Representative. The format and number of submittals must be approved by the Commission.

4. The Contractor must take the actions listed below, regarding LEED, within the time periods specified.

   a. Contractor LEED AP qualifications must be submitted with fifteen (15) calendar days of the Notice to Proceed (NTP).

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

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

   d. Materials and Resources Plan must be submitted at the same time as the Schedule of Values.

   e. Volatile Organic Compounds Plan must be submitted at the same time as the Schedule of Values.

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

5. Other requirements of the Contract Documents regarding LEED and Sustainability goals are found in various provisions in Book 3.

ARTICLE 21. COMPLIANCE WITH ALL LAWS

Section 21.01 Contractor Must Comply with All Laws

1. The Contractor must at all times observe and comply, and must cause its Subcontractors to observe and comply, with all applicable Federal, State and local laws, ordinances, codes, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the Contract. Provision(s) required by law, ordinance, codes, rules, regulations, or executive orders to be inserted in this Contract are deemed inserted, whether or not they appear in this Contract. In no event does the failure to insert such provision(s) prevent the enforcement of such provision(s) of this Contract.

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

Section 21.02 Equal Employment Opportunity

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

2. Non-Discrimination

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

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

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

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

   e. Subcontractors. Each Contractor agrees that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this Contract.

3. Employment procedures: Preferences and Compliance

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

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

Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).

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

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

5. The Contractor agrees that in performing this Contract it will comply with: the Minority Business Enterprise/Women Business Enterprise Special Conditions of Article 23 MBE/WBE Special Conditions and residency requirements of Section 21.03 Chicago Residents As Employees.

6. A breach of any of the requirements of this Section 21.02 may be grounds for termination of the Contract.

Section 21.03 City of Chicago Residents And Project Community Residents As Employees

1. Policy and Terms

a. Attention is called to an ordinance passed by the City of Chicago on May 18, 1994, *City of Chicago Residence Preference Ordinance* and the resolutions of the Board of Commissioners of the Public Building Commission adopted August 9, 1994 and May 12, 2009. Pursuant to such resolutions, it is the policy of the Commission that at least 50% of the project labor shall be performed by City of Chicago Residents (as defined below) and at least 7.5% of the project labor shall be performed by Project Community Residents (as defined below). The Project Community is defined in Section II, A.6 of Book 1.

b. The Contractor agrees to ensure that the aggregated hours of Work to be performed under this Contract will be performed such that at least 50% of the aggregated hours of Work is performed by City of Chicago Residents and 7.5% of the aggregated hours of Work is performed by Project Community Residents. These minimal percentage levels of City of Chicago Residents and Project Community Residents as laborers and skilled trade Workers are not to be understood as limiting or determining the fuller utilization of City of Chicago Residents and Project Community Residents beyond these numerical levels, but are intended instead as minimum requirements unless the Commission grants a waiver based upon demonstration by the Contractor of impracticability or excessive cost of complying with the specified percentages. A waiver or reduction will be considered if the Contractor has unsuccessfully solicited a sufficient number of City of Chicago Residents and Project Community Residents to perform the Work and has documented such effort to the satisfaction of the Commission. In addition, a Contractor seeking a waiver or reduction will provide timely notice of the need for qualified City of Chicago Residents and Project Community Residents to an appropriate source of referrals, in which the source is entitled to comment on any waiver or reduction application.

c. Community Hiring Requirements

(1) With respect to this construction contract, it is the policy of the Public Building Commission of Chicago to encourage creation of career opportunities for interested Project Community Residents within the construction trades, and to encourage employment of both skilled and unskilled workers from among available Project Community Residents.

(2) At least 7.5% of the project labor must be performed by Project Community Residents. The aggregate hours of Work to be performed by Contactor and Subcontractors under this Contract may be complied with through residents who are trade or non-trade workers. These positions may include, without limitation, trade workers, field engineers, superintendent, project manager, security, data entry clerks, traffic monitoring personnel and site administrative support staff. In order to comply with the Community Hiring requirement, the Contractor must hold a minimum of 2 application intake sessions in the designated Project Community as depicted on Exhibit (3) and compile an applicant database. Please note the database format will be provided to the

Contractor by the PBC. The two intake sessions dates will be coordinated with the Contractor and set by the Public Building Commission. The Commission shall coordinate the logistics for the Intake Sessions. The Contractor shall compile the data from each applicant which includes (i) first name, (ii) last name; (iii) address (iv), etc. in an electronic database format (Microsoft Excel or Google Spreadsheet) compatible with cloud storage (e.g. GoogleDocs, Microsoft SkyDrive, Dropbox, Box.com, and the like). The Contractor shall have representatives at all Intake Sessions. Contractor shall make available to the sub-contractors and the Commissions the electronic database and application packets. The Commission shall promote and market the Intake Session dates with local government officials, elected representatives, and business associations. Contractor shall also make reasonable efforts to market the Intake Sessions in the Community Hiring Areas via local advertising venues (e.g., union affiliations, local newspapers, neighborhood associations, block clubs, not-for-profit organizations, places of worship, and the like).

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

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

2. Definitions

a. “City of Chicago Residents” means persons domiciled within the City of Chicago. Domicile is an individual’s one and only true, fixed, and permanent home and principal establishment.

b. “Project Community Residents” means persons domiciled within the “Project Community,” as defined in Book 1, Section II, A.6.

3. Compliance and Reporting

a. The Contractor will provide for the maintenance of adequate employee (including student interns if applicable) residency records to document that actual City of Chicago Residents and Project Community Residents are employed on the Project. The Contractor (and Subcontractors) will maintain copies of personnel documents supportive of every City of Chicago Residents’ and Project Community Residents’ record of actual residence.

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

c. Full access to the Contractor’s and Subcontractors’ employment records will be granted to the Commission or any duly authorized representative thereof. The Contractor and Subcontractors will maintain all relevant personnel data for a period of at least 3 years after Final Completion and Acceptance of the Work.

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

4. Non-compliance

a. Good faith efforts on the part of the Contractor to provide utilization of City of Chicago Residents and Project Community Residents may be considered to replace the actual, verified achievement of the requirement concerning the worker hours performed by actual City of Chicago Residents and Project Community Residents.

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

c. The Executive Director, in his sole discretion, shall determine when to withhold such liquidated damages.

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

Section 21.04 Veteran's Preference

1. The Contractor will ensure that the following provision is inserted in all contracts entered into with any subcontractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with this Contract.

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

Section 21.05 Trade Regulations

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

Section 21.06 Steel Products

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

Section 21.07 Inspector General

1. The Contractor and its subcontractors, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010.

2. On projects funded by the City of Chicago, the Contractor and its subcontractors, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

3. All Contractors will inform their respective subcontractors of this provision and require compliance herewith.

4. Contractor shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.

Section 21.08 Covenant against Contingent Fees

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

Section 21.09 Taxes

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

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

Section 21.10 Royalties and Patents

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

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

Section 21.11 Conflict of Interest

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

Section 21.12 Governmental Ethics Ordinance

The General Contractor has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on April 5, 2013, which is available on the Commission's website at http://www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf

, and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.

Section 21.13 Disclosure Affidavit

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

2. Such Disclosure Affidavit certifies, among other things, that the Contractor and each joint venture partner, its agents, employees, officers, and any subcontractors:
   a. have not engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, the Commission, any agency of the federal government or any state or local government in the United States;
   b. have not been engaged in or been convicted of bid-rigging or bid-rotation activities as defined in the Disclosure Affidavit;
   c. are not presently debarred or suspended by any local, state or federal procurement agency;
   d. do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1; and
   e. do not owe any debts to the City of Chicago in violation of Chapter 2-92-380 of the Municipal Code of Chicago.

Section 21.14 Disclosure of Retained Parties

1. The Contractor is required to submit a fully executed Disclosure of Retained Parties within 5 days after bid opening. Such documents must be signed by an authorized officer of the company before a notary and are incorporated by reference into this Contract.

Section 21.15 Non-Collusion, Bribery of a Public Officer or Employee

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

   a. No person or business entity will be awarded a Contract or subcontract if that person or business entity:
   b. Has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that officers or employees official capacity; or
   c. Has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or
   d. Has made an admission of guilt of such conduct described in (1) or (2) above which is a matter of record but has not been prosecuted for such conduct.

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

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

Section 21.16 Parking Violations

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

2. For purposes of this provision, outstanding parking violation complaint means a parking ticket, notice of parking violation,

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

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

   a. The contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts owed to the Commission and the contracting party is in compliance with the agreement; or
   b. The contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
   c. The contracting party has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

Section 21.17 Child Support Ordinance

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

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

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

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

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

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

Section 21.18 Lists Maintained by Certain Federal Agencies

1. Neither the Contractor nor any affiliate of the Contractor can be listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or any other list of persons or entities with which the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of the subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if

controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 21.19 Local Business Subcontracting Participation

1. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.

2. General contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.

3. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the corporate limits of the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for County-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project.

4. Contractor shall report its utilization of local subcontractors with each payment request. The form and substance of such report is subject to the approval of the Commission.

ARTICLE 22. MISCELLANEOUS

Section 22.01 Counterparts

1. This Contract may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed and original having identical legal effect.

Section 22.02 Governing Law

1. This Contract is governed in accordance with the State of Illinois without regard to choice of law principles. The Contractor irrevocably submits and causes its Subcontractors to submit to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the Commission, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor.

Section 22.03 Consent to Service of Process and Jurisdiction

1. All judicial proceedings brought against the Contractor with respect to this Contract may be brought in (1) any court of the State of Illinois of competent jurisdiction; and (2) any Federal court of competent jurisdiction having *situs* within the boundaries of the Federal court district of the Northern District of Illinois, and by execution and delivery of this Contract, the Contractor accepts, for itself and in connection with it properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered from which no appeal has been taken or is available. The Contractor will designate and appoint a representative as its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in such court (which representative will be available to receive such service at all times). Said agent may be changed only upon the giving of written notice by the Contractor to the Commission Representative of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago and is retained or employed by the Contractor. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of *forum non conveniens*) which it may now or hereafter have to bring any action or proceeding with respect to this Contract in the jurisdiction set forth above. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right to the Commission to bring proceedings against the Contractor in the courts of any other jurisdiction.

Section 22.04 No Third Party Beneficiaries

1. Except as otherwise be provided herein, the parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Subcontractors or any other third party.

Section 22.05 Notices

1. Notices, unless expressly provided for otherwise in this Contract, must be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as indicated in Book 2.

2. Notices delivered by mail are deemed effective 3 Days after mailing in accordance with this section. Notices delivered personally are deemed effective upon receipt. The addresses stated herein may be revised without need for modification or amendment of this Contract, provided written notification is given in accordance with this section.

Section 22.06 Authority

1. Commission's Authority. This Contract is entered into by virtue of the authority conferred on the Commission in accordance with 50 ILCS 20/21.

2. Contractor's Authority. Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

ARTICLE 23. MBE/WBE SPECIAL CONDITIONS

Section 23.01 MBE/WBE Program

1. Policy Statement

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

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

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

2. Aspirational Goals

   a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 24% of the annual dollar value of all Commission Construction Contracts to MBEs and 4% of the annual dollar value of all Commission Construction Contracts to WBEs.

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

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

3. Definitions

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

      (1) “Certified Minority Business Enterprise” means a person or entity granted certification by the City of Chicago or County of Cook.

      (2) “Certified Women’s Business Enterprise” means a person or entity granted certification by the City of Chicago or County of Cook.

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

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

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

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

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

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

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

4. Determining MBE/WBE Utilization

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

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

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

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

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

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

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

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

g. If the MBE or WBE is a manufacturer:

(1) 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the MBE or WBE goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies articles, or equipment required under the Contract and of the general character described by the specifications.

h. If the MBE or WBE is a distributor or supplier:
   (1) 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward MBE or WBE goals.
   (2) A Contractor may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the contractor that installs those supplies in the Work.

i. If the MBE or WBE is a broker:
   (1) 0% of expenditures paid to brokers will be counted toward the MBE or WBE goals.

5. Submission of Bid Proposals

a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.

   (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity listed in Section 23.01.3.a (1) or 23.01.3.a (2) must be submitted.

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

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

   (4) Schedule D: Affidavit of Prime Contractor Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.7), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

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

6. Evaluation of Compliance Proposals

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

b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3

business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.

c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subcontractors or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01.13 should be followed.

d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by.

7. Request for Waiver

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

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

(1) Attendance at the Pre-bid conference;

(2) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;

(3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;

(4) Timely notification of specific sub-bids to minority and woman contractor assistance agencies and associations;

(5) Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:

i. The name, address and telephone number of MBE and WBE firms contacted;

ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and

iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

(6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.

(7) As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.

(8) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(9) General efforts made to assist MBE and WBE firms to overcome participation barriers.

a. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver

request upon the determination that:

(1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

(2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Contractor's efforts to do the following:

(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.

(4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.

(5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.

(6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

(7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.

(9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and

other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

9. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in Section 18.02. Disputes Book 2.

10. Reporting and Record-Keeping Requirements

    a. The Contractor, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Contractor's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Contractor will submit waivers of lien from MBE and WBE subcontractors and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Contractor will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.

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

11. Disqualification of MBE or WBE

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

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

    a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

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

order to sustain the fulfillment of the MBE/WBE contract requirements.

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

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

(4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section 20.5. Submission of Bid Proposals.

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

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

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

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

14. Non-Compliance

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

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

15. Severability

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

ARTICLE 24. BID INCENTIVES FOR APPRENTICE UTILIZATION

1. Definitions

a. For purposes of this Article 24, the following definitions apply:

(1) "Apprentice" means any person who is: (1) sponsored into an apprenticeship training program by a contractor that is authorized by a union to sponsor apprentices; and (2) enrolled in, or has graduated from, a construction technology program administered by the City Colleges of Chicago. The union's apprenticeship training program must be registered with the United States Department of Labor, or approved or recognized by the State of Illinois.

(2) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the total bid price in order to calculate the bid price to be used to canvass the bid on a competitively bid construction project.

(3) "Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a construction project in which the contractor met or exceeded his or her goals for the utilization of apprentices in performance of the total labor hours performed under the Contract.

(4) "Earned credit certificate" means a certificate issued by the Executive Director evidencing the amount of earned credit a contractor has been awarded.

(5) "Labor hours" means the total hours of workers receiving an hourly wage who are directly employed at the work site. "Labor hours" shall include hours performed by workers employed by the contractor and all subcontractors working at the work site. "Labor hours" shall not include hours worked by non-working foremen, , owners and workers who are not subject to prevailing wage requirements.

2. Bid Incentives

a. The bid incentive for utilization of apprentices in the performance of the total labor hours performed under this contract is as follows:

Total Labor Hours Performed by Apprentices	*Bid Incentive*
5 to 10%	½ % of bid price
11 to 15%	1% of bid price

The bid incentive shall be calculated and applied in accordance with the provisions of subsection 2.b. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the Base Contract Price.

B. Upon completion of the Contract, Contractor may apply to the Executive Director for earned credits if the Contractor has met or exceeded its apprentice utilization goals established above. If the Executive Director determines that the Contractor has successfully met his or her apprentice utilization goals, the Executive Director shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future construction project contract bid of equal or greater dollar value.

C. The earned credit certificate is valid for twelve months from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this Article 24, and shall submit such reports as required by the Executive Director. Full access to the Contractor's and Subcontractors' records shall be granted to the Executive Director, or any duly authorized representative of the Executive Director. The Contractor and Subcontractors shall maintain all records pertaining to apprentice utilization for a period of three years subsequent to final completion of the Work.

ARTICLE 25. PROJECT FORMS

1. The attached Forms, Exhibits "A" through "R" are to be used, completed, and executed by the party whose signature is called for thereon:

   A. Exhibit A Application and Certification for Payment

   B. Exhibit B Contractor's Sworn Statement and Affidavit for Partial Payment

   C. Exhibit C Contractor's Waiver of Lien for Partial Payment

   D. Exhibit D Subcontractor's Waiver of Lien To Date and Affidavit

   E. Exhibit E Supplier's Waiver of Lien for Partial Payment

   F. Exhibit F Contractor's Sworn Statement and Affidavit for Final Payment

   G. Exhibit G Contractor's Final Release and Waiver of Lien

   H. Exhibit H Release by Contractor

   I. Exhibit I Subcontractor's Final Waiver of Lien and Affidavit

   J. Exhibit J Release by Subcontractor

   K. Exhibit K Supplier's Final Waiver of Lien

   L. Exhibit L Final Release by Supplier

   M. Exhibit M Payment Application Form Change Order

   N. Exhibit N Contractor’s Payroll Record

   O. Exhibit O Contractor Proposal

   P. Exhibit P Contractor's Prevailing Wage Certification

   Q. Exhibit Q Project Guarantee Form

   R. Exhibit R Request for Subcontractor/Supplier Approval Form

EXHIBIT A

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, Illinois 60602

PROJECT:

FROM CONTRACTOR:

VIA ARCHITECT:

APPLICATION NO:

PERIOD TO:

PROJECT NOS:

CONTRACT DATE:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 0.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 0.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

Subscribed and sworn to before me this_____ day of _____ , 2009

County of: _____ State of: _____

Notary Public: _____

My Commission expires on: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

EXHIBIT B

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT

EXHIBIT B

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 0F 2)

PROJECT NAME: Project Name
PBC PROJECT #: XXXXX

CONTRACTOR: Contractor Name
Contractor Address 1
Contractor Address 2

DATE: _____

JOB LOCATION: Project Address 1
Project Address 2

OWNER: PUBLIC BUILDING COMMISSION OF CHICAGO

APPLICATION FOR PAYMENT # _____

PERIOD FROM Start & End

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, _____first being duly sworn on oath, deposes and says that he/she is _____ for the CONTRACTOR NAME, a(n) _____ corporation, and duly authorized to make this Affidavit on behalf of said corporation and for him/herself individually; that he/she is well acquainted with the facts set forth herein and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. _____, dated the _____ day of _____ 20___, for the General Construction on the following project:

Project Name
Project Address 1
Project Address 2

That the following statements are made for the purpose of procuring a partial paymer $ - under the terms of said Contract;
That, for the purpose of said Contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and have done labor on said improvement;
That, the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively;
That, the work for which payment has been requested has been competed, free and clear of any and all claims, liens, charges and expenses of any kind whatsoever and in full compliance with the Contract Documents and the requirements of said Owner under them;
That this statement is a full, true, and complete statement of all such persons and of the full amount now due and the amount heretofore paid to each of them for such labor, materials, equipment, supplies and services, furnished or prepared by each of them to or on account of said work, as stated:

1	1	2	3	4	5	6	7	8	9	10	11	12
CSI Designation	Subcontractor Name (Trade Description) Subcontractor Address	Original Contract Amount	Change Orders	Adjusted Contract Amount	% COMPL	---WORK COMPLETED--- PREVIOUS	CURRENT	TOTAL	RETAINAGE	PREVIOUS BILLINGS	NET AMOUNT DUE	REMAINING TO BILL
	Subtotal Subcontractor Costs											
	General Conditions Construction Contingency Allowances Contractor Overhead & Profit											
	Sub-Total General Conditions, Contingency, Allowances, OH&P											
	TOTAL BASE AGREEMENT											

EXHIBIT B

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of 2)

EXHIBIT B

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 OF 2)

	AMOUNT OF ORIGINAL CONTRACT EXTRAS TO CONTRACT TOTAL CONTRACT AND EXTRAS CREDITS TO CONTRACT ADJUSTED TOTAL CONTRACT							WORK COMPLETED TO DATE (Col. 7) TOTAL RETAINED (Col. 9) NET AMOUNT EARNED (Col.8 - Col.9) PREVIOUSLY PAID (Col. 10) NET AMOUNT DUE THIS PAYMENT (Col. 11)		

These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid; that the Waivers of Lien submitted herewith by affiant for affiant and each of the aforesaid persons are true, correct and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the work; that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed; that neither the partial payment for any part thereof has been assigned; that said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments that have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and that if any lien remains unsatisfied after all payments are made, the Contractor will refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and reasonable attorney's fees.

Signed: _____
(to be signed by the President or Vice President)

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__

_____
Notary Public
My Commission expires: _____

EXHIBIT C

CONTRACTOR'S WAIVER OF LIEN TO-DATE AND AFFIDAVIT

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

TO ALL WHOM IT MAY CONCERN:

WHEREAS, _____, an _____ corporation, has been employed by the PUBLIC BUILDING COMMISSION OF CHICAGO, as Owner, under Contract No. _____ dated the _____ day of _____ 20 _____, to (describe nature of work)

for (Designate Project and Location)

That the undersigned, for and in consideration of a partial payment of

$_____

on the adjusted contract price of

$_____

and other good and valuable considerations, the receipt is acknowledged, the undersigned waives and release any and all lien, or claim, or right of lien under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to the extent of that part of the aforesaid work for which partial payment is requested.

IN WITNESS, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its _____and attested by its _____ on this _____ day of _____, 20_____, pursuant to authority given by the _____ of said Corporation.

(SEAL) _____

ATTEST: BY _____

_____ Title _____
President or Vice President

_____
Secretary or Assistant Secretary

EXHIBIT D

SUBCONTRACTOR'S WAIVER OF LIEN-TO-DATE AND AFFIDAVIT

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS } SS
COUNTY OF }

Qty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____

to furnish _____

for the premises known as _____

of which _____ is the owner.

THE undersigned, for and in consideration of _____ ($_____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS } SS
COUNTY OF }

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) _____ OF (COMPANY NAME) _____ WHO IS THE CONTRACTOR FURNISHING _____ WORK ON THE BUILDING LOCATED AT _____

OWNED BY _____

That the total amount of the contract including extras* is $_____ on which he or she has received payment of $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, ____.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

_____
NOTARY PUBLIC

f.1722 R5/96 Provided by Chicago Title Insurance Company

EXHIBIT E

SUPPLIER'S WAIVER OF LIEN FOR PARTIAL PAYMENT

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

TO ALL WHOM IT MAY CONCERN:

WHEREAS, _____
an _____ corporation, has furnished

to (Designate Project and Location)

for _____ , under purchase orders dated

NOW, THEREFORE, KNOW YE, that the undersigned, for and in consideration of a partial payment of

$_____

on said purchase orders in the aggregate amount of

$_____

by the said _____ , and other good and valuable considerations, the receipt is acknowledged, the undersigned waives and release any and all lien, or claim, or right of lien under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to the extent of that part of the aforesaid work for which partial payment is requested.

IN WITNESS, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its _____and attested by its _____ on this _____ day of _____, 20_____, pursuant to authority given by the _____ of said Corporation.

(SEAL) _____

ATTEST: BY _____

_____ Title _____
President or Vice President

_____
Secretary or Assistant Secretary

EXHIBIT F

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT

(1 of 2)

EXHIBIT F

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (1 0F 2)

PROJECT NAME: Project Name
PBC PROJECT #: XXXXX

CONTRACTOR: Contractor Name
Contractor Address 1
Contractor Address 2

DATE: _____

JOB LOCATION: Project Address 1
Project Address 2

OWNER: PUBLIC BUILDING COMMISSION OF CHICAGO

APPLICATION FOR PAYMENT #

PERIOD FROM: Start & End

STATE OF ILLINOIS
COUNTY OF COOK

The affiant, _____first being duly sworn on oath, deposes and says that he/she is _____ for the CONTRACTOR NAME, a(n) _____ corporation, and duly authorized to make this Affidavit on behalf of said corporation and for him/herself individually; that he/she is well acquainted with the facts set forth herein and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. _____, dated the _____ day of _____ 20___, for the General Construction on the following project:

Project Name
Project Address 1
Project Address 2

That the following statements are made for the purpose of the release and payment of: $ - held by said Owner under the terms of said Contract;
That the whole work of said contract has been completed, free and clear of any and all claims, liens, charges and expenses of any kind or nature whatsoever and in full compliance with the Contract Documents and the requirements of said Owner under them;
That, for the purpose of said Contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and have done labor on said improvement;
That, the respective amounts set forth opposite their names are the full amounts of money due and to become due to each of them respectively, and that the full amounts of all of said monetary obligations have been completely fulfilled and discharged;
That this statement is a full, true, and complete statement of all such persons and of the full amount due and the amount heretofore paid to each of them for such labor, materials, equipment, supplies and services, furnished or prepared by each of them to or on account of said work, as stated:

1		2	3	4	5	6	7	8	9	10	11	12
CSI Designation	Subcontractor Name (Trade Description) Subcontractor Address	Original Contract Amount	Change Orders	Adjusted Contract Amount	% COMPL	---WORK COMPLETED--- PREVIOUS	CURRENT	TOTAL	RETAINAGE	PREVIOUS BILLINGS	NET AMOUNT DUE	REMAINING TO BILL
	Subtotal Subcontractor Costs											
	General Conditions Construction Contingency Allowances Contractor Overhead & Profit											
	Sub-Total General Conditions, Contingency, Allowances, OH&P											
	TOTAL BASE AGREEMENT											

EXHIBIT F

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (2 of 2)

EXHIBIT F

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (2 0F 2)

	AMOUNT OF ORIGINAL CONTRACT EXTRAS TO CONTRACT TOTAL CONTRACT AND EXTRAS CREDITS TO CONTRACT ADJUSTED TOTAL CONTRACT							WORK COMPLETED TO DATE (Col. 7) TOTAL RETAINED (Col. 9) NET AMOUNT EARNED (Col.8 - Col.9) PREVIOUSLY PAID (Col. 10) NET AMOUNT DUE THIS PAYMENT (Col. 11)		

These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials services, labor and all Subcontractors (including all significant sublevels thereof) have been paid in full; that the Final Waivers of Lien and Releases submitted herewith by affiant for affiant and each of the aforesaid persons are true, correct and genuine; that each and every Final Waiver of Lien and Release was delivered unconditionally: that there is no claim either legal or equitable to defeat the validity of any of said Final Waivers of Lien and such Releases; that said Final Waivers of Lien and said Releases include such Final Waivers of Lien and such releases from all subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the work; and that so far as affiant has knowledge or information, the said Final Waivers of Lien and said Releases include all the labor and material for which a claim could be made and for which a lien could be filed; That neither the final payment for any part thereof has been assigned; That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, whether included in a partial payment or in the final payment, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor will refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and reasonable attorney's fees.

Signed: _____
(to be signed by the President or Vice President)

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__

_____
Notary Public
My Commission expires: _____

EXHIBIT G

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

TO ALL WHOM IT MAY CONCERN:

WHEREAS,
an
corporation, has been employed by the PUBLIC BUILDING COMMISSION OF CHICAGO, as Owner, under Contract No. _____, dated the _____ day of _____ 20 _____, to

for (Designate Project and Location)
_____
_____
_____
_____

That the undersigned, for and in consideration of the final payment of

$_____

on the final adjusted contract price of

$_____

and other good and valuable considerations, the receipt is acknowledged, the undersigned waives and release any and all lien, or claim, or right of lien under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the aforesaid work.

IN WITNESS, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its
and attested by its
on this day of , 20 , pursuant to authority given by the of said Corporation.

(SEAL) _____

ATTEST: BY _____

_____ Title _____
President or Vice President

_____
Secretary or Assistant Secretary

EXHIBIT H

RELEASE BY CONTRACTOR

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS,
an corporation, has been employed by the PUBLIC BUILDING COMMISSION OF CHICAGO, as Owner, under Contract No. , dated the day of 20 , to

for (Designate Project and Location)
_____
_____
_____
_____

NOW, THEREFORE, for and in consideration of the final payment of

$_____

on the final adjusted contract price of

$_____

and other good and valuable considerations, the receipt is acknowledged, the undersigned releases and discharges the PUBLIC BUILDING COMMISSION OF CHICAGO, its Executive Directors, officers, and agents, and each of them from any and all manner of action, cause and causes of action, suits, debts, sums of money, accounts, controversies, agreements, promises, damages, financial obligations, claims, and demands whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, from all financial obligations, claims, and demands arising under said contract and from all financial obligations, claims and demands for any additional and extra work, labor, materials, equipment and supplies prepared for or furnished in connection with the aforesaid work for the said designated project which the undersigned, its successors and assigns, ever had, now has, or hereafter can, will, or may have against the said PUBLIC BUILDING COMMISSION OF CHICAGO, its Executive Directors, officers, employees and agents, and their respective heirs, personal representatives, successors and assigns, for or by any reason of any cause, matter, or thing whatsoever at any time prior to the date of these presents.

IN WITNESS, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its and attested by its on this day of , 20 , pursuant to authority given by the of said Corporation.

(SEAL) _____

ATTEST: BY _____

_____ Title _____
President or Vice President

_____
Secretary or Assistant Secretary

EXHIBIT I

SUBCONTRACTOR'S FINAL WAIVER OF LIEN-TO-DATE AND AFFIDAVIT

FINAL WAIVER OF LIEN

STATE OF ILLINOIS }
COUNTY OF } SS

Qty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____

to furnish _____

for the premises known as _____

of which _____ is the owner.

THE undersigned, for and in consideration of _____ ($_____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) _____ OF (COMPANY NAME) _____ WHO IS THE CONTRACTOR FURNISHING _____ WORK ON THE BUILDING LOCATED AT _____ OWNED BY _____

That the total amount of the contract including extras* is $_____ on which he or she has received payment of $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, ____,

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

_____
NOTARY PUBLIC

F.3870 R5/96

Provided by Chicago Title Insurance Company

EXHIBIT J

RELEASE BY SUBCONTRACTOR

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS,
an corporation, has been employed by
under Subcontract dated the day of 20 , to

for (Project and Location)
_____
_____
_____
_____

NOW, THEREFORE, for and in consideration of the final payment of

$_____on the final adjusted subcontract price of

$_____ by the said
and release and payment of retained funds, or a part thereof by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO to the said
_____
and other good and valuable considerations, the receipt is acknowledged, the undersigned releases and discharges the PUBLIC BUILDING COMMISSION OF CHICAGO, its Executive Directors, officers, employees and agents, and each of them, from any and all manner of action, cause and causes of action, suits, debts, sums of money, accounts, controversies, agreements, promises, damages, financial obligations, claims, and demands whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, from all financial obligations, claims, and demands arising under such subcontract and from all financial obligations, claims and demands for any additional and extra work, labor, materials, equipment and supplies prepared for or furnished in connection with the aforesaid work for the designated project which the undersigned, its successors and assigns, ever had, now has, or hereafter can, will, or may have against the said PUBLIC BUILDING COMMISSION OF CHICAGO, its Executive Directors, officers, employees and agents, and their respective heirs, personal representatives, successors and assigns, for or by reason of any cause, matter, or thing whatsoever at any time prior to the date of these presents.

IN WITNESS, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its
and attested by its
on this day of , 20 , pursuant to authority given by the
of said Corporation.

(SEAL) _____

ATTEST: BY _____

_____ Title _____
President or Vice President

_____
Secretary or Assistant Secretary

EXHIBIT K

SUPPLIER'S FINAL RELEASE AND WAIVER OF LIEN

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

TO ALL WHOM IT MAY CONCERN:

WHEREAS,
an corporation, has furnished

to

for (Project and Location)
_____
_____
_____
_____

under purchase orders dated

NOW, THEREFORE, KNOW YE, that the undersigned, for and in consideration of full payment of all said purchase orders in the aggregate amount of

$_____
by the said

, and other good and valuable considerations, the receipt is acknowledged, the undersigned waives and releases any and all lien, or claim, or right of lien under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the aforesaid work.

IN WITNESS, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its
and attested by its
on this day of , 20 , pursuant to authority given by the of said Corporation.

(SEAL) _____

ATTEST: BY _____

_____ Title _____
President or Vice President

_____
Secretary or Assistant Secretary

EXHIBIT L

FINAL RELEASE BY SUPPLIER

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS,
an corporation, has furnished

to

for (Project and Location)
_____
_____
_____
under purchase orders dated

NOW, THEREFORE, for and in consideration of the final payment of

$_____ due on said purchase orders
by the said
and the release and payment of retained funds, or a part thereof, by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO to the said
_____
and other good and valuable considerations, the receipt is acknowledged, the undersigned releases and discharges the PUBLIC BUILDING COMMISSION OF CHICAGO, its Executive Directors, officers, employees and agents, and each of them, from any and all manner of action, cause and causes of action, suits, debts, sums of money, accounts, controversies, agreements, promises, damages, financial obligations, claims, and demands whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, from all financial obligations, claims, and demands arising under said purchase orders and from all financial obligations, claims and demands for any additional and extra work, labor, materials, equipment and supplies prepared for or furnished in connection with the aforesaid work for the said designated project which the undersigned, its successors and assigns, ever had, now has, or hereafter can, will, or may have against the said PUBLIC BUILDING COMMISSION OF CHICAGO, its Executive Directors, officers, employees and agents, and their respective heirs, personal representatives, successors and assigns, for or by reason of any cause, matter, or thing whatsoever at any time prior to the date of these presents.

IN WITNESS, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its
and attested by its on this day of
, 20 , pursuant to authority given by the
of said Corporation.

(SEAL) _____

ATTEST: BY _____

_____ Title _____
President or Vice President

_____
Secretary or Assistant Secretary

EXHIBIT M

PAYMENT APPLICATION FOR CHANGE ORDER (1 of 4)

(1 of 4)

Monthly Estimate No ______________________ Date ______________________
For the Period __________ to __________ Sheet ________ of ________
Contract No ______________________

To:
For Work on Account of:

ITEM NO	DESCRIPTION	CONTRACT PRICE	CURRENT ESTIMATE			TOTAL ESTIMATE TO DATE		
			% DONE	AMOUNT		% DONE	AMOUNT	
	TOTAL THIS SHEET:							

EXHIBIT M

PAYMENT APPLICATION FORM (2 of 4)
CHANGE ORDER

Monthly Estimate No ________________________ Date ___________________

For the Period ___________ to __________ Sheet ________ of ________

Contract No ________________________

To:

For Work on Account of:

ITEM NO	DESCRIPTION	SUBCONTRACTOR'S NAME	CONTRACT PRICE	CURRENT ESTIMATE			TOTAL ESTIMATE TO DATE		
				% DONE	AMOUNT		% DONE	AMOUNT	
TOTAL NET DEBIT OR CREDIT:									

EXHIBIT M

STORED MATERIAL (3 of 4)

Monthly Estimate No _____ Date _____
For the Period _____ to _____ Sheet _____ of _____
Contract No _____

To
For Work on Account of

MATERIAL STORED - PREVIOUS ESTIMATE NO _____ ($)

ITEM NO	MATERIAL DELIVERED THIS PERIOD	QUANTITY	UNIT	UNIT PRICE	AMOUNT		50% AMOUNT	
	TOTAL DELIVERED THIS PERIOD							

ITEM NO	MATERIAL USED THIS PERIOD	QUANTITY	UNIT	UNIT PRICE	AMOUNT		50% AMOUNT	
	TOTAL USED THIS PERIOD							
	DEBIT OR CREDIT THIS PERIOD							

MATERIAL STORED - THIS ESTIMATE _____ _____

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT M

SUMMARY OF ESTIMATE SHEETS (4 of 4)

Monthly Estimate No _____ Date _____
For the Period _____ to _____ Sheet _____ of _____
Contract No _____
To
For Work on Account of

SUMMARY OF ESTIMATE SHEETS		(1)	(2)	(3)
DESCRIPTION		TOTAL CONTRACT ESTIMATE	CURRENT ESTIMATE	TOTAL ESTIMATE TO DATE
1	Sheet No. 1		$	$
2				
3				
4				
5				
6	Total Awarded Contract Amount			
7	Awarded Contract Amounts Completed		$	$
8	Add: Total Authorized Changes - Sheet No. _____			
9	Add: Materials Stored - Sheet No. _____			
10	Total Approved Value & Amounts Earned	$	$	$
11	Deduct: Current Reserve Adjustment		$	
12	Deduct: Total Reserve To Date (Column 3)			$
13	Deduct: Current Liquidated Damages (Line 25)		$	
14	Deduct: Total Liquidated Damages (Line 23)			$
15	Total Paid To Date - including this estimate			$
16	Deduct: Total Earned To Date (Line 10, Col. 3)	$		
17	Net Amount Open on Contract			
18	NET CURRENT PAYMENT		$	
	RESERVE COMPUTATION	Current Reserve Withheld	Previous Reserve Withheld	Total Reserve Withheld
19	Percentage Computation - 10% Reserve*	$	$	$
20	Percentage Computation - 5% Reserve*	$	$	$
21	Total Reserve Withheld	$	$	$

*Note: Column 1 is computed at the rate of 10% for all monthly estimates up to 50% of contract.

LIQUIDATED DAMAGES COMPUTATION			
23	Total Liquidated Damages to Date	Days	$
24	Deduct: Amount Previously Withheld		$
25	CURRENT LIQUIDATED DAMAGES		$
	Approx. % Contract Completed %	Total Contract Time (Incl. Time Extens)	Days
	Starting Date:	Total Time Used	Days

_____ _____
Verified By: Architect's Contract Administrator Name of Contractor
RECOMMENDED FOR APPROVAL: By _____ Date
_____

_____ _____
Architect's Project Manager Title

EXHIBIT N

CONTRACTOR'S PAYROLL RECORD FORM RE-48 (Rev. PW 1982)

(1 of 2)

PAYROLL

Sheet _____ of _____

Name of __ Contractor & No. __ or __ Subcontractor & No. __			Payroll No.
	Project No.	Location	Tax Week Ending
Address	Project Name		Contract No

Name, Address and Social Security # of Employee	Ethnic Group	Work Classi-fication	OT or ST	Hours and Days Worked								Rate of Pay	Total Earned	Deductions				Net Wages Paid
				S	M	T	W	Th	F	S	Total Hours			Federal WH Tax	FICA	State WH Tax	Total Deduct.	
			S															
			O															
			S															
			O															
			S															
			O															
			S															
			O															
			S															
			O															
			S															
			O															
			S															
			O															
			S															
Total No. Hours (Straight & Overtime) this Page																		

Reviewed By: _____ No Work___ Suspended ___ Completed ___

I, _____,
(Name of Signatory Party)

_____
(Title)

states:

1. That I pay or supervise the payment of the persons employed by _____the
(Contractor or Subcontractor)
_____
(Building or Work)
that during the payroll period commencing on the _____ day of_____ , 20 _____ , all persons employed on said project have been paid the full weekly wages earned, that no rebated have been or will be made either directly or indirectly to or on behalf of said_____ from the full weekly wages
(Contractor or Subcontractor)
earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the *Copeland Act*, as amended (42 Stat 943, 63 Stat 106, 72 Stat 967, 76 Stat 357, 40 U.S.C. 276c), and described below:
_____
_____

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4. That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

EXHIBIT O

CONTRACTOR PROPOSAL

PUBLIC BUILDING COMMISSION OF CHICAGO

Daley Center Plaza, Room 200
Chicago, Illinois 60602

CONTRACTOR PROPOSAL

Contractor:

Bulletin No.:
Project Name:
PBC Contract No.
Architect / Consultant:

Note: Detailed breakdown of costs for each subcontractor and each trade performed by the General Contractor and documentation supporting any request for time extension must be submitted with this proposal form.

I. WORK OF SUBCONTRACTORS

Subcontractor Firm Name	Trade	Value of Work	6% Markup	Total
		$	$	$
		$	$	$
		$	$	$
		$	$	$
		$	$	$

(A) Total of Work by Subcontractors $

II. GENERAL CONTRACTORS WORK

Description of Work	Value of Work	15% Markup	Total
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$

(B) Total of Work by General Contractor $

III. PROPOSAL

(C) Total Cost of Work of this Bulletin (A+B) $

(D) Time Extension - Additional days requested _____ days

The Total Cost (Line C) and the Time Extension (Line D) represent all costs and additional time required to complete all aspects of the work included in this Bulletin. No additional costs or time extension related to this Bulletin will be requested by the Contractor.

Prepared and Submitted for Approval by:

Contractor | By: | Date

EXHIBIT P

CONTRACTOR'S PREVAILING WAGE CERTIFICATION

The undersigned, Contractor on _____ (PBC Contract No. _____) certifies that all laborers, mechanics, apprentices and trainees employed by it or by a Subcontractor performing Work under the Contract have been paid wages at rates not less than those required by the Contract provisions, and that the Work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.

Signature and Title of Authorized Officer

Name Title

Contractor:_____

Project:_____

EXHIBIT Q

PROJECT GUARANTEE FORM

I, (name) _____,
(title) _____
of (Contractor) _____, herewith guarantee the (description of the project) _____ against defects in materials and workmanship for a period of _____ year (s) from the date of final acceptance _____ as defined in the Contract Documents and agree to correct any defects within this period at no cost to the Public Building Commission and to pay for any damages to other work resulting from the defects or the repair of the same.

_____

Request for Subcontractor/Supplier Approval

Public Building Commission of Chicago • Richard J. Daley Center • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005

Request No. _____

Project No. _____ Specification No. _____ Contract No. _____

Project Name _____

Total Contract Value $ _____ 75% of Total Contract Value $ _____

Prime Contractor	Subcontractor/Supplier
Federal I.D. #	Federal I.D. #
Street or P.O. Box	Street or P.O. Box
City State Zip Code	City State Zip Code
Telephone Fax #	Telephone Fax #
Est. Start Date Est. Completion Date	Est. Start Date Est. Completion Date

Item No.	Item Description	Quantity	Unit Price	Total Amount

Value of above proposed subcontract _____
Value of all work sublet previously _____
Total value of all work proposed to be sublet to date _____

The subcontract documents will incorporate all requirements of the prime contract, including Equal Employment Opportunity and the minimum wage for labor provisions. The subcontract will in no way hinder the subcontractor from maintaining his progress on any other work on which he is either a subcontractor or principal contractor. This request is made with the understanding that the prime contractor is not under any circumstances relieved of his abilities and obligations, and is responsible for the organization, performance, and quality of work obtained.

The above named Subcontractor/Supplier meets the Quality Requirements of Specification Section _____ for the following (attach a copy of certification):

Qualifications (circle one):	*Yes*	*No*	*N/A*	***Source Quality Control:***	*Yes*	*No*	*N/A*
AISC / PCI Certification:	*Yes*	*No*	*N/A*	***Single Source Responsibility:***	*Yes*	*No*	*N/A*
Experience:	*Yes*	*No*	*N/A*				

The above subcontractor/supplier is a:	MBE	WBE	Non-Minority
The above subcontractor/supplier will provide on-site labor:	Yes	No	
The subcontract agreement/purchase order is attached:	Yes	No	(If no, must be provided at a later date)

RECOMMENDED:

Contractor Signature Date	Commission Representative Date
Name and Title (please print or type)	

APPROVED:

Executive Director	Director of Procurement Date

EXHIBIT R