BOOK 1
STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

PUBLIC BUILDING COMMISSION OF CHICAGO

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The Public Building Commission may revise these terms and conditions from time to time.

PUBLIC BUILDING COMMISSION OF CHICAGO

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ARTICLE 1. GENERAL PROVISIONS

Section 1.01 Definitions

Wherever used in any of the Contract Documents, the following meanings shall be 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 and observing the Work embraced in this Contract, for compliance with the Contract Documents, acting directly or indirectly through any assistants to design or observe the Work or through any assistant having involvement in a portion thereof limited by the particular duties.

2. "Alternate" means a potential addition to, deletion from, or variation of the Work for which a separate price is attained and that is to be performed by the Contractor at the sole discretion of the Commission.

3. "Change Order" means the written order to the Contractor approved by the Commission directing changes in the Work and/or the time for completion of the Contract.

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 any person or firm employed by the Commission for the purpose of providing additional management and coordination services for the Project.

6. "Contingency Fund" means a fund, in an amount determined by the Executive Director and approved by the Commission, allocated for Change Orders not anticipated in the specifications.

7. "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
    b. Book 2
    c. Book 3
    d. Drawings
    e. Addenda (if any)
    f. Supplemental Sketches Issued by the Architect

8. "Contract Completion Date" is the date determined by the Commission, on which the Project is to reach Substantial Completion. The Contract Completion Date will be determined based on the duration for the Project set by the Contract as adjusted by any Change Orders that extend or reduce the duration of the Project.

9. "Contract Time" is the duration of the Work, from when the Work is required to begin until the scheduled date for Substantial Completion of the Work, including approved time extensions.

10. "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.

11. "Contractor" means the partnership, firm, corporation or entity entering into the Contract with the Commission to perform the Work embraced in the Contract Documents.

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

13. "Drawings" are those enumerated in the Schedule of Drawings, and additional drawings and sketches, if any, incorporated into the Contract as the Work progresses.

14. "Environmental Laws" means all applicable Federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.

15. "Executive Director" means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.

16. "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 operations systems and equipment testing have been completed; final occupancy certifications have been issued; all deliverables have been provided to the Commission; and all contractual requirements for final payment have been completed.

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 within which the Project is situated.

19. "Notice to Proceed" refers to the written notice issued by the Commission and directed to the Contractor, which defines the established date from which the time for performance commences.

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

21. "Punch List" or "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 shall not be considered Punch List items.

22. "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.

23. "Schedule" means the Critical Path Method (CPM) schedule submitted by the Contractor establishing time frames for the performance of components of the Work.

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

25. "Site" means the location(s) shown on the Drawings or described in Division 1 – Section 01010 – Summary of Work of the technical specifications, within which the Work shall be performed under the Contract Documents.

26. "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.

27. "Subcontractor" means any partnership, firm, corporation or entity other than an employee of the Contractor, that contracts with the Contractor to furnish labor, or labor and materials, at the Site. The term also includes subcontractors of any tier, suppliers, fabricators, or manufacturers whether or not in private with the Contractor.

28. "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.

29. "Substantial Completion of the Work" or "Substantial Completion" means the date on which the Commission have determined that the Contract Documents have been essentially completed except for Punch List Work, when the User is able to occupy and use the Project for the purpose intended, and when the Contractor has obtained and delivered to the Commission a "Certificate of Occupancy" issued by the authority that has jurisdiction.

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

31. "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 Usage and Interpretation

1. The specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Such separations shall not operate to make the Commission an arbiter for the division of responsibility between Contractor and Subcontractor, or between Subcontractors. Such separations shall not relieve the Contractor from the responsibility for the satisfactory completion of the Work regardless of the trade divisions.

2. The specifications are of abbreviated or "streamlined" type and include incomplete sentences. Omissions of words or phrases such as "the Contractor shall," "in conformity therewith," "shall be," "as noted on the Drawings," "according to the plans," "a," "an," "the," and "all" are intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a "Note" occurs on Drawings. Words "shall be" or "shall" will be supplied by inference where colon (:) is used within sentences or phrases.

3. Where "as shown," "as indicated," "as detailed" or words of similar import are used, reference is made to the Drawings or specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as approved," "as accepted," "as selected," or words of similar

import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by the Commission is intended unless otherwise stated.

4. As used herein, "provide" means "provide complete in place" or "furnish and install."

5. Where requirements of the Contract Documents differ from laws, ordinances, rules, regulations, orders, building codes, or the requirements of authorities having jurisdiction, the more stringent requirements shall govern. Such requirements shall be provided by the Contractor at no increase in the Contract Price.

6. Words in the singular shall include the plural whenever applicable or the context so indicates. Words importing the masculine may be applied to females and vice versa.

7. Whenever reference to a law is contained herein, such reference includes any amendment or revision to such law.

Section 1.03 Standard Specifications

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 thirtieth (30th) Day prior to the date of the first Advertisement for Bids. If such specifications are revised prior to completion of any part of the Work to which such revision would pertain, the Contractor may, if approved by the Architect and Commission, perform such Work in accordance with the revised specifications.

Section 1.04 Severability

If any provision of this Contract is inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions 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 shall 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 shall not affect the remaining portions of this Contract or any part thereof.

Section 1.05 Entire Agreement

The Contract, including all Contract Documents and the exhibits attached to them and incorporated thereby, constitute 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
66 West Washington Street, Room 200
Chicago, Illinois 60602

Section 2.02 The Executive Director

For purposes of this Contract, the Executive Director, or any successor office to the Executive Director, will represent the Commission in all matters relating to the Contractor's performance of this Work hereunder and will constitute the point of receipt for all deliverables required hereunder, unless expressly specified otherwise herein.

Section 2.03 The User Agency(ies)

The Contractor will be required to indemnify the User(s) identified in Book 2 as deemed necessary. The Contractor shall not perform changes to the Work directed by the User unless authorized to do so by the Commission.

Section 2.04 The Commission Representative

1. From time to time the Commission may decide to engage a consultant to assist in project management activities. The Commission Representative, occasionally referred to as Owner's Representative, shall be an additional representative of the Commission during the construction period and shall observe the Work in process on behalf of the Commission.

2. The Commission Representative is responsible for keeping a complete log of communications related to the Project from the issue of the Notice to Proceed. **Therefore, the Contractor shall route all communication, notices, and submittals to the Commission Representative in triplicate.** The Commission Representative shall also route responses from the Commission and Architect to the Contractor.

3. The Commission Representative will have 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, at its discretion, may delegate responsibilities to the Commission Representative. Such responsibilities may include, but are not limited to, 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 submit 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 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 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 change order requests from 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 shall represent the Commission during the construction period and shall observe the Work.

2. The Architect is the initial interpreter of the Contract Documents. In the event of a dispute, the Architect shall render written interpretations regarding the items to be included within the Work. The Contractor shall abide by the written instructions and may elect to submit a claim as provided elsewhere in the Contract Documents.

3. The Architect will have the authority to reject all or any portion of Work that does not conform to the Contract Documents.

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

5. The Commission, at its discretion, may delegate responsibilities to the Architect. Such responsibilities may include, but are not limited to, the following:

   a. Considering written requests for product substitutions prior to receipt of bids.

   b. Providing all drawings required during construction. Reviewing and approving schedules, samples, shop drawings, product data, as-built drawings, and other submissions to assure compliance with the design concept of the Project and fulfillment of the Contractor's obligations as set forth in the Contract Documents.

c. Reviewing Contractors' applications for payment, invoices and other supporting documentation in accordance with the Commission's policies and procedures.

d. Providing adequate and competent observations on the Project site at least twice weekly in order to determine if the Work is being performed in accordance with the Contract Documents.

e. Coordinating the Work so that the intent of the design is adequately carried out and monitoring the Contractor's adherence to the approved construction work schedule.

f. Issuing clarifications for proper execution of the Work required by the Contract Documents. However, the Architect shall not have control or charge of and shall not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the Contractor, subcontractors, or any other persons performing any of the Work in accordance with the Contract Documents.

g. Reviewing the Work to establish Substantial Completion of the Work.

h. Conducting a final inspection of the project with the Commission, User Agency and the Commission Representative to verify that the materials furnished and Work performed are in accordance with the Contract Documents.

i. Coordinating with the Contractor and the Commission Representative to expedite 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 operation and maintenance manuals.

j. Making recommendations as to the withholding of payments to the Contractor.

k. Determining the value of any uncorrected and/or deficient Work.

l. Issuing a Certificate of Final Completion and Acceptance upon completion of all Work, all Contract requirements, and all “punch list” items in accordance with the Contract Documents.

Section 2.06 The Contractor

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.

ARTICLE 3. CONTRACTOR’S OBLIGATIONS

Section 3.01 Contractor

1. The Contractor agrees to perform everything required to be performed and to provide all of the labor, necessary tools, machinery and materials, 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. Except as may be expressly provided otherwise in 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 shall be 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 shall 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. Except as hereinafter specified, the Contractor shall perform with its own organization and forces not less than 25% of the total amount of Work which is performed at the Site, computed on the basis of cost. The Commission may waive this requirement if, in its opinion, the requirement is impracticable or the waiver is deemed in the Commission's best interest.

5. The Contractor is responsible for the coordination of the various parts of the Work so that no part shall be left in an unfinished or incomplete condition owing to any disagreement between the various Subcontractors or any of the Subcontractors and the Contractor, as to where the work of one begins and ends with relation to the work of the other.

6. 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 8.01** "Competency of Workers" of the Contract, 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 substitute person or persons in accordance with paragraph 2 of this section. Absence of sufficient qualified personnel for the Work shall constitute an event of default.

7. 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, but not limited to, 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.

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

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

Section 3.02 Contract Documents

1. The Contractor shall carefully study and compare all Drawings, specifications, and other instructions; promptly report to the Commission any error or omission discovered; and thereafter proceed with the Work in accordance with instructions from the Architect concerning such error or omission. The Contractor will not be allowed to take advantage for the discovery of any conflict, error or omission, or discrepancy in the Contract Documents after award of the Contract. Any work

done after such discovery, unless authorized by the Commission, will be done at the Contractor's expense.

2. The Contract Documents are complementary and intended to include all items required for the proper execution and completion of the Work. Any item of Work mentioned in the specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the specifications, shall be provided by the Contractor as if shown or mentioned in both.

3. Generally, the 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 for the Work. It is not intended to mention every item of Work in the specifications which can be adequately shown on the Drawings nor to show on the Drawings all items of Work described or required by the specifications even if they are of such nature that they could have been shown thereon. All materials or labor for Work which is shown on the Drawings or is reasonably inferable therefrom as being necessary to produce a finished Project shall be provided by the Contractor whether or not the Work is expressly covered in the specifications.

4. Materials which are shown on the Drawings and which may not be specifically described in the specifications or Drawings shall 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. Installation techniques not specified herein shall be in accordance with manufacturer's currently published instructions and industry standards.

5. Wherever typical parts or sections of the Work are completely detailed on the Drawings and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

6. Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking and cannot be calculated from other dimensions on Drawings, the Architect shall supply them in response to the Contractor's RFI.

7. The Contract Drawings and specifications are complementary within themselves and between them. Distribution of these documents by the Contractor shall be in the form of complete sets. Distribution of partial sets of Contract Drawings and specifications shall be solely at the Contractor's own risk and shall not be cause for an adjustment to the Contract Sum or Contract Time as a result of incomplete pricing.

8. The Contractor must keep on hand 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.

Section 3.03 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. Such information is not warranted by the Commission to be accurate. The Contractor is not entitled to rely on it. When such information appears on Contract Documents, prepared by the Commission or its consultants, the Contractor acknowledges that the Commission and its consultants have not verified such information. Site plans do not constitute any representation by the Commission to the Contractor of Site boundaries or characteristics.

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. In the event that land surveying Work is required under this Contract, Contractor must have such Work performed by a surveyor as described in Section 8.06 "Surveyor."

3. If conditions are encountered at the Site which are (i) subsurface or otherwise unknown or concealed physical conditions which differ materially from those indicated in the Contract Documents; or (ii) pre-existing unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in Contract Documents, including the presence of unanticipated Hazardous Materials, then the Contractor must provide immediate written notice to the Commission Representative before proceeding with such work or disturbing such areas.

4. If such conditions differ materially from those indicated in the Contract Documents, and cause a material increase or decrease in the Contractor's cost or time required for the performance of any of the Work, an equitable adjustment in the Contract Price or Contract Time, or both, will be made pursuant to Article 16 "Changes in the Work."

Section 3.04 Relations of Contractor and Subcontractor

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

2. Contractor must supervise and direct the Work completely and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. Contractor is responsible for providing a finished Project that complies fully with the Contract.

3. All rights and obligations under this Contract are by and between the Commission and the Contractor. Except as may otherwise be provided in the Contract Documents, there is no privity between subcontractors and the Commission. Subcontractors have no rights as third party beneficiaries under this Contract, except as may be provided in the MBE/WBE provisions. The Contractor agrees to implement such measures as may be necessary to ensure that its Subcontractors shall be bound by all applicable provisions of the Contract. The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to its Work, including the following provisions of this Article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Commission.

4. Nothing in this section shall create any obligation on the part of the Commission to pay to or to see to the payment of any sums to any Subcontractor. The Contractor is responsible in all aspects and at all times for any and all Subcontractor's work.

5. The Subcontractor agrees:

    a. To be bound to the Contractor by the terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by such documents, assumes toward the Commission.

b. 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 15 "Payments."

c. To make any claims for extras, for extensions of time to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Commission, except that the time limit for making claims for extra cost is seven (7) Days.

6. The Contractor agrees:

a. To be bound to the Subcontractor by all the obligations that the Commission assumes to the Contractor under the Contract Documents and by all the provisions thereof affording remedies and redress to the Contractor from the Commission.

b. To pay the Subcontractor, upon the issuance of certificates under the Schedule of Values herein described in Article 15 "Payments," the amount allowed and paid to the Contractor on account of the Subcontractor's Work to the extent of the Subcontractor's interest therein.

c. That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) Days of the calendar month following that in which the claim originated.

d. To give the Subcontractor an opportunity to be present and to submit evidence in any decision involving its rights.

Section 3.05 Contractor's Warranties and Representations

Contractor warrants and represents that:

1. 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.

2. 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.

3. 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.

4. The Contractor was given ample opportunity and time to review the Contract Documents prior to submittal of its bid in order that it might request an addendum to the Contract Documents that may entail the inclusion of this Contract or any statement, representation, promise or provision which it

desired or on which it wished to place reliance; the Contractor did so review the Contract Documents; and that every such statement, representation, promise, or provision has been included in this Contract or else, if omitted, the Contractor expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract in its entirety without claiming reliance on any such omission or making any other claim on account of such omission.

5. The Commission materially relied upon the Contractor's bid in its selection of the Contractor to perform the Work.

6. 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:

    a. 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.

    b. 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.

    c. The Contractor must have no 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.

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

8. 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 Work

    a. Substantial Completion of the Work will be made after preliminary inspection by the Architect when, in the opinion of the Commission, the requirements of the Contract Documents have been essentially completed except for Punch List Work, and when the Contractor has obtained and delivered, to the Commission a "Certificate of Occupancy" issued by the authority having jurisdiction. Upon Substantial Completion of the Work, the Commission may take over the Project for occupancy and use thereafter.

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 three (3) business days after receipt of the Punch List shall be construed as failure to prosecute the Work of the Contract.

(3) Punch List Work shall be continuously prosecuted once begun and completed within thirty (30) Days from the receipt of the Punch List from the Architect. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages as identified in Book 2 I.D "Time of Completion of Punch List Work" shall again begin to accrue, and shall continue until Architect's written acceptance of Punch List Work.

b. When the Contractor deems the 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 given at least five (5) Days in advance of said date. If the Commission 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.

c. No action of the Commission or the Architect or their respective commissioners, board members, officers, employees, or agents shall 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 the final payment shall in no way affect the right 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 shall it affect the terms of Contractor's guarantee in connection therewith.

3. Payment of Remaining Retainage at Final Completion and Acceptance of the Work

Unless expressly stated otherwise in Book 2 or Book 3, the remaining Retainage will be paid when all Work, including Punch List Work, is complete and the Contractor submits to the Commission Representative a sworn affidavit stating the following:

a. All payrolls, invoices 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. All waivers of lien required by the Contract have been provided to the Commission.

c. As of the date the affidavit is signed, all known claims made by Subcontractors of any tier, and others against the Contractor, the Commission, any agents or representatives of the Commission, pertaining to the Work required under this Contract, were provided, in writing, to the Commission.

d. All claims made by Subcontractors of any tier, and others against the Contractor or the Commission pertaining to the Work required under this Contract have been resolved.

e. The warranties and guarantees required by the Contract have been provided to the Commission.

f. The warranties and guarantees are in full force and effect.

g. The surety's written consent, signed by its authorized representative, to final payment being made directly to the Contractor is attached to the affidavit.

h. The Contractor agrees that acceptance of final payment will constitute a general release to the Commission, its agents, representatives, officials and employees of all other claims of liability for anything done or furnished or relating to the Work or for any act or neglect of the Commission or its agents, representatives, officials and employees relating to or connected with this Contract.

i. Record Documents have been provided to the Commission.

j. All other documents requested by the Commission have been provided.

k. A final certificate verifying wages and classifications for laborers and mechanics, including apprentices and trainees employed on the Project, in the following form:

The undersigned, Contractor on _____ (Contract No. _____) hereby 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:_____

The payment of the remaining retainage to Contractor will occur upon Final Completion and Acceptance of the Work.

ARTICLE 4. INDEMNIFICATION, PERFORMANCE & PAYMENT BOND, AND INSURANCE

Section 4.01 Indemnification

1. The Contractor shall, and hereby covenants and agrees, to indemnify, save, and hold harmless the following indemnities: the Commission, the User, the Architect and their consultants, the Commission Representative and any additional persons named in Book 2, their respective commissioners, board members, officers, agents and employees and representatives, individually and collectively, from all claims, demands, actions and the like, of every nature and description, made or instituted, by third parties, arising or alleged to arise out of the Work under this Contract, as a result of any negligent or willful act or omission of either the Contractor or any Subcontractor, or any of their employees or agents. This indemnity shall include any and all expenses incurred in connection with the investigation of any claim or the defense of any lawsuit brought by any third party, including all court costs and actual attorneys' fees incurred by the indemnities herein. In the event of any

injury (including death), loss or damage (or claim or claims therefor), the Contractor shall give immediate notice thereof to the Commission Representative.

2. The obligations of the Contractor under this Article shall not extend to the liability of the Architect, its agents or employees arising out of:

   a. the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or specifications; or

   b. the giving or failure to give directions or instructions by the Architect, its agents, or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

Section 4.02 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 2. 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 shall 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 forfeited, but such forfeiture shall 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 Performance Bond.** The Performance Bond required by the Contract shall be secured by a Guarantee or surety company listed in the latest issue of U.S. Treasury Circular 570.

Section 4.03 Insurance

1. The Contractor must procure and maintain at all times, at Contractor's own expense, through the completion of the warranty period, the types of insurance specified in Book 2 of the Contract Documents, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Contract, whether performed by the Contractor or by Subcontractors. Upon written request by the Commission, the Contractor must allow the Commission to review and copy any original insurance policies the Contractor is obligated to maintain under this policy.

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

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

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

ARTICLE 5. PERMITS AND LICENSES

Section 5.01 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; all other permit fees shall be borne by the Contractor.**

   b. The Commission shall assist the Contractor in the permit process however, the Contractor is solely responsible for obtaining all required permits in a timely fashion. Delays to the progress of the Work resulting from procurement of required permits shall not be granted.

   c. The Contractor shall utilize the intergovernmental process within the Department of Buildings to procure the building permit.

   d. 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, shall be 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 shall 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 shall 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 shall be given to the Commission Representative, and any necessary changes shall be made in accordance with Article 16 "Changes in the Work." The Contractor shall bear all costs arising from any work performed that is contrary to such laws, ordinances, codes, rules, and regulations.

c. The Contractor shall 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.

ARTICLE 6. CONTRACTOR'S PRACTICES AT SITE

Section 6.01 Hours of Work

1. The Contractor shall 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, shall 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 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 shall 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.

    a. During occupied hours, the Contractor shall limit construction operations to methods and procedures which will not adversely and unduly affect the environment of occupied spaces. The Contractor shall 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 shall 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 shall request written authorization from the Commission not less than forty-eight (48) hours in advance.

Section 6.02 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 shall be responsible for immediate remediation within forty-eight (48) hours of notification. The Contractor's failure to act accordingly shall 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 shall remove from the Site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades, and signs, and shall restore the area surrounding the Site to the same general conditions that existed prior to the commencement of the Work.

3. The Contractor shall 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 work due to Contractor's operations.

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

Section 6.03 Protection of Work and Property; Safety

1. The Contractor shall 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 shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Commission or Architect, or due to causes beyond the Contractor's control, fault, or negligence which would not reasonably be expected to occur in connection with or during performance of the Work. Contractor is responsible for Site security, watchmen, construction fencing, etc. Dogs are not allowed on the Site at any time.

2. Unless otherwise noted, all existing fixtures, furniture, equipment, supplies, or similar items shall be carefully removed by the Contractor and legally stored in a nearby area, protected from damage of any kind, prior to construction start in said area. The Contractor shall return such items to the originally designated place at the finish of construction. For electronic or utility hook-ups, the Commission shall be notified in advance, and allowed sufficient time to disconnect items prior to removal. Hook-ups are to be reconnected by the Commission after replacement of furniture and equipment by the Contractor.

3. Adequate precautions shall be taken against fire throughout all the Contractor's and Subcontractors' operations. Flammable material shall be kept at an absolute minimum, and, if any, shall be properly handled and stored in accordance with all applicable codes and standards. Except as otherwise provided herein, the Contractor shall 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.

4. In occupied or partially occupied buildings, the Contractor shall 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 shall provide dust-proof barriers to isolate areas of Work from all occupants of the facility. The Contractor shall immediately cease operations in the event 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, the Contractor may resume operations. Such interruption in operations shall not be the cause for a claim for a time extension to the progress of the Work.

5. The Contractor shall 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 or Subcontractors, the Contractor shall make all necessary repairs thereto or replacements thereof at no cost to the Commission. Should the Contractor observe an area which may later be interpreted by the Commission or Architect as damaged, it is the Contractor's responsibility to provide photographic evidence of this condition and submit such to the Commission Representative prior to commencement of the Work.

6. 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 occasioned by the Contractor, its agents, employees, or Subcontractors of any tier in the excavation or occupation of any street, alley, or public grounds, and shall indemnify the Commission pursuant to **Section 4.01 "Indemnification."**

7. Whenever the construction period spans the winter season and other times in which cold or inclement weather may be anticipated. All provisions required and necessary to work during inclement or winter conditions so as to complete all work in accordance with the provisions of Section **9.01 "Time Is Of the Essence**," including, but not limited to, temporary protection and weatherproofing, temporary heat, temporary lighting, and any other measures necessary or prudent, in addition to those delineated in Division 1 – Section 01500 – Temporary Facilities and Services, shall be provided by the Contractor as part of the Base Contract Price.

8. The Contractor shall remove all snow and ice, and salt sidewalks, as may be required for the proper protection of pedestrians and/or prosecution of the Work pursuant to Section 10-8-180 of the City of Chicago Municipal Code. The Contractor shall 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.

9. The Contractor shall 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 shall 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 cost of all such operations shall be included in the Contract Price whether indicated on the Contract Documents or not. The Contractor, before commencement of any part of the Work, shall give any notices required to be given to any adjoining landowner or other parties.

10. If, in the opinion of the Commission, the Contractor's Work endangers adjoining property, upon written notice, the Work shall be stopped and the method of operation changed in a manner acceptable to the Commission.

11. Hazardous Materials

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

    b. The Contractor shall not be required to perform without consent any Work relating to 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 shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Commission and Architect in writing.

    d. The Commission shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the materials or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless.

12. The Contractor shall take all necessary precautions to ensure the safety of the public and workers on the Site, and to prevent accidents or injury to any persons on, about, or adjacent to the Site where the Work is being performed.

13. The Contractor shall designate a responsible on-Site member of its organization as a safety coordinator whose duties shall include prevention of all accidents.

14. The Contractor shall comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents, the Manual of Accident Prevention in Construction of the Associated General Contractors of America and the applicable provisions of the American Standard Safety Code for Building Construction, unless prevention of accidents is regulated by a more stringent local code or ordinance. The Contractor shall 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 workers and the public and post signs warning against the dangers created by openings, stairways, falling materials, open excavations, and all other hazardous conditions.

15. In accordance with the provisions of Article 7 "Coordination With Others," the Contractor shall 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, appealing decisions, correcting Work within abatement periods, appealing or 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.

16. In an emergency affecting the safety of life, the Work or adjoining property, the Contractor, without special instructions from the Architect or authorization from the Commission, is permitted to act at its discretion to prevent such threatened loss or injury.

Section 6.04 Accidents

1. The Contractor shall provide at the Site, and make available to all workers, medical supplies and equipment necessary to supply first aid service to all persons injured in connection with the Work.

2. If death, serious injury, or serious damages are caused, the Contractor shall notify the Commission Representative immediately via telephone or messenger.

3. The Contractor shall 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 shall be the responsibility of the Contractor to submit an accident report, within twenty-four (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. a police report, medical documentation, etc.)

4. The Contractor shall send a copy of the accident report to the Commission's insurer, as directed by the Commission, and to the Commission Representative.

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

ARTICLE 7. COORDINATION WITH OTHERS

Section 7.01 Separate Contracts

1. The Commission reserves the right to let other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the performance of their work. Contractor shall 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 shall 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 shall 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 shall 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 shall be established by the Architect to secure the completion of the various portions of the Work in general harmony.

Section 7.02 Mutual Responsibility of Contractors

1. The Contractor must assume all responsibility for Work not completed or accepted due to the presence and operations of other contractors.

2. The Contractor must assume all liability, financial 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 hold the Commission responsible for loss or damage or injury caused by any fault or negligence of such other contractor or subcontractor and the Contractor shall look to such contractors or subcontractors for recovery from them for any such damage or injury.

4. If any separate contractor or its subcontractor shall suffer loss or damage through any acts or omission on the part of the Contractor, or any of its subcontractors, the Contractor shall reimburse such other contractor or its subcontractor by agreement or arbitration if they will so settle. If such separate contractor or its subcontractor shall assert any claim against the Commission on account of any damage or loss alleged to have been so sustained, the Commission shall notify the Contractor,

and the Contractor shall save the Commission harmless against such claims as provided in **Section 4.01 "Indemnification**."

5. When any damage is caused by other contractors to the Work performed by the Contractor, the Contractor must file claims with the other contractors, not against the Commission, and must obtain compensation for damage directly from such other contractors.

ARTICLE 8. PERSONNEL

Section 8.01 Competency of Workers

The Contractor must employ only competent and efficient laborers, mechanics or artisans and 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 or its representatives, 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 8.02 Administration and Supervision of the Work

1. The Contractor shall 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.

2. Prior to commencement of the Work, the Contractor shall select a Project Manager and submit his/her résumé to the Commission Representative for the approval of the Commission at the time the Performance and Payment Bond and certificate(s) of insurance are submitted, as described in Book 2, Section **V.AA.** "Performance and Payment Bond and Insurance." 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 shall attend meetings at such places and times as shall be decided by the Commission or Architect in order to render reports on the progress of the Work. The Project Manager shall be committed to this Project on a full-time basis and shall be stationed at the Site. The Contractor shall 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 8.03 Superintendence

1. The Contractor shall keep on the Project throughout its duration a competent full-time, **experienced and qualified** Superintendent and any necessary assistants, all of whom must be satisfactory to the Commission. This Superintendent's résumé shall be submitted to the Commission Representative for approval at the time the Performance and Payment Bond and certificate(s) of insurance are submitted, as described in Book 2, Section **V.AA.** "Performance and Payment Bond and Insurance." Where the Project consists of multiple Sites, the Contractor shall assign a full time Superintendent to each Site, unless otherwise agreed to by the Commission in writing. The Superintendent shall be present at the Site when Contractor's personnel and/or Subcontractors are present.

2. The Superintendent shall 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 shall give the

Commission Representative written notice and submit for approval the qualifications of the proposed replacement Superintendent at least fifteen (15) Days prior to the intended change.

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

Section 8.04 Scheduler

1. To assist in the preparation and maintenance of the Schedule, the Contractor may engage, at it 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 five (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 three (3) selected Primavera network samples that the proposed consultant or Contractor's staff has prepared. These three (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 will notify the Contractor of its decision within seven (7) Days of receipt of the information. In case of disapproval, the Contractor will submit another person with supporting documents within seven (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 8.05 Mechanical And Electrical Coordinator

The Contractor shall provide a full-time staff member or members, as necessary, who have the sole responsibility to perform mechanical and electrical coordination, as described in Division 1 – Section 01010 – 3.5 – Mechanical and Electrical Coordinator.

Section 8.06 Surveyor

Whenever required, the Contractor shall engage and pay for the services of a surveyor, subject to the approval of the Commission, who is licensed in the State of Illinois, who is not a regular employee of the Contractor, and who has no interest in the Contract.

Section 8.07 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, 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 2 of these Contract Documents and which are hereby 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, Contractor shall be 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 www.PrevailingRate.com maintained by the Construction Industry Service Corporation. 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 shall apply to the Contract from the effective date of such revision, provided, however that such revision shall 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 9. SCHEDULE

Section 9.01 Time Is Of The Essence

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 Book 2.

Section 9.02 Contractor's Construction Schedule

1. General

   a. It is understood and agreed that "TIME IS OF THE ESSENCE" of the contract. The Contractor agrees to begin actual Work covered by this Contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire Work under this Contract within the Days stipulated, after the date for commencement of Work as specified in the written Notice to Proceed to the Contractor from the Commission. The Contractor shall, when necessary, use overtime, multiple shifts, weekend, and/or holiday work to maintain the approved schedule without additional compensation.

   b. The progress schedule for the Project will use the Critical Path Method (CPM). The Contractor shall utilize Primavera Project Planner as a scheduling software package.

   c. The Contractor's CPM schedule shall, as 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, preparation, submittal, and approval of all required Submittals; preparation and 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, equipment installation, testing, and balancing. The Contractor shall provide estimates of craft hours and or crew sizes for each activity.

   d. The Commission approval of the Contractor's CPM 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 for Project completion in a period that is less than the Contract Day duration.

2. CPM Schedule

a. The Contractor shall prepare a detailed Work progress schedule consisting of all Critical Path Method (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 shall be prepared such that it can be used to plot actual progress against proposed progress. Unless otherwise expressly approved by the Commission, the Contractor's schedule shall be prepared using the Primavera Project Planner as a schedule software package. The Contractor's schedule shall be updated and submitted no less than monthly, or more frequently as directed by the Commission, or monthly payment will be withheld.

b. Specifications applicable to Contractor's CPM schedule and network diagram

(1) Each separate sheet shall 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.

(2) The Contractor's schedule shall 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 shall describe and indicate the critical path. Activities with total float less than ten (10) Days are defined as near critical.

(3) The Contractor's schedule shall be submitted to the Commission Representative; six (6) color copies of the schedule are required, one of which shall be reproducible. A copy of the Contractor's schedule shall be submitted on a computer diskette acceptable to the Commission in Primavera Format.

(4) The Contractor's revised and/or updated schedules, including the computer diskette, shall be submitted when the Contractor's planned sequence is changed, when Contract changes are made which affect the schedule, or when the Contractor prepares its monthly schedule update.

(5) Activities shown on the CPM network diagrams shall include, as a minimum, field construction operations, submittal and approval of all Submittals, procurement of material and equipment furnished by the Contractor or Commission, interface activities performed by others upon which the Contractor's schedule may depend, and equipment installation and testing.

c. The following items define the term "activities" as it pertains to the CPM Schedule:

(1) Each activity shall be a unit of Work, which requires an amount of time for its performance.

(2) Each activity shall 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 shall 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 shall be small enough to permit a reasonable appraisal of its status or as directed by the Commission.

(5) Each activity on the Contractor's schedule shall be cost and craft hour loaded.

(6) The activities should be broken down such that the average activity has a value of approximately $25,000, with no activity exceeding $200,000 without the consent of the Commission. Activity duration shall not exceed twenty (20) Days.

(7) Activities of other contractors or companies that must be completed prior to the start of the Contractor's Work or portion of Work shall be included in the Contractor's schedule as milestones and identified with a designation approved by the Commission.

d. The following information shall be furnished on the network diagram for each activity in the schedule:

(1) Activity Number: The Contractor will utilize the Project Specification division and section numbers in assigning activity numbers to the related portions of Work.

(2) Description of the activity.

(3) Duration of the activity in Days, unless otherwise noted.

(4) Cost Loading: The cost estimate/budget to perform the activity.

(5) Craft Hour Loading: The estimated craft hours to perform the activity.

(6) Each activity that is not performed by the Contractor shall be assigned a responsibility code indicating which subcontractor, supplier, fabricator, etc., is to perform the activity.

(7) Each activity shall be identified with early/late start, early/late finish, and total float.

(8) Calendar I.D.

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

3. Completion Requirements

a. The Contractor shall submit a baseline CPM schedule fifteen (15) Days after Notice to Proceed.

b. Upon receipt of the CPM Schedule, the Commission will review the schedule for conformance with the Contract Documents and degree of detail. The Commission within fourteen (14) Days after receipt of the detailed CPM schedule and supporting documents will either (1) approve the schedule, (2) approve the schedule as noted or (3) disapprove the schedule with the reasons set forth. If the CPM either is given a qualified approval or is disapproved, the Contractor must submit a revised CPM schedule within seven (7) Days.

c. The baseline CPM Schedule shall be a firm schedule for the entire Contract duration.

d. Failure by the Contractor to provide baseline CPM schedule within the required time period is grounds for the Commission to withhold monthly progress payments.

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

a. Prior to submitting the baseline CPM schedule to the Commission Representative, the Contractor shall review and verify the procurement lead time for the fabrication and delivery of all construction materials and Project 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 shall coordinate its letting of subcontracts, material purchases, shop drawing submissions, delivery of material and sequence of operations to conform to the baseline CPM schedule and shall furnish proof of same as may be required by written notification from the Commission.

c. Upon receipt of the baseline CPM Schedule the Commission will review the schedule for conformance with the Contract Documents and degree of detail the Commission within fourteen (14) Days after receipt of the detailed baseline CPM schedule and supporting documents will approve the schedule or reject it with written comments. If the detailed baseline CPM schedule is rejected, the Contractor must submit a revised baseline CPM schedule within seven (7) Days after the date of rejection.

d. In the event the Contractor fails to provide or update the required CPM scheduling documents as outlined in this section within the time prescribed, the Contractor will be in default of the Contract requirements, and the Executive Director may, in addition to any other remedies available to the Commission, withhold monthly progress payments until the Contractor submits the required information.

5. Updating

a. The Contractor shall not make any changes to the original duration, activity relationships, constraints, costs, add or delete activities, or alter the schedule's logic when updating the schedule.

b. The originally approved baseline CPM schedule will be designated as the "Target Schedule" and shall only be changed based on a Change Order that extends the Contract duration. All updates will be plotted against the "Target Schedule."

c. The Contractor shall update the CPM schedule on a monthly basis coincident with the submission of the monthly pay estimate. The updated information will include the original schedule detail and the following additional information:

(1) Actual start dates
(2) Actual finish dates
(3) Activity percent completion
(4) Remaining duration of activities in progress
(5) Identified or highlighted critical activities

d. The Contractor shall submit scheduling documents in the same formats and number as indicated in this section.

e. The Commission shall withhold progress payments if the Contractor does not submit updates as required.

f. Upon receipt of the CPM schedule update, the Commission will review the schedule for conformance with the Contract Documents and degree of detail. The Commission, within fourteen (14) Days after receipt of the Updated CPM Schedule and supporting documents, will approve or reject it with written comments. If the Updated CPM Schedule is rejected, the Contractor must submit a Revised Updated CPM Schedule within seven (7) Days after the date of rejection.

g. As part of the normal CPM schedule update, the Contractor shall prepare a written narrative report, highlighting the progress during the past update period. The written narrative report shall include but not 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(s)
(4) Analysis of time lost/gained during the update period
(5) Identification of problem areas
(6) Recommended solutions to current problems

h. The Contractor is required to attend a monthly CPM schedule update review meeting with the Commission. 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.

i. Any possible means of shortening the schedule at no additional cost shall be brought to the attention of the Commission.

j. The updated progress schedule will be used as a guide for verifying estimates of Work completed for which payment is requested and must accurately represent the Project's current status.

6. Contractor Changes to the Schedule

The Contractor shall comply with the following requirements regarding proposed changes to the approved baseline CPM schedule:

a. If the Contractor proposes to make any changes in the approved baseline CPM schedule, Contractor shall 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 diskette of the proposed changed schedule.

b. The Commission has the authority to approve or disapprove the proposed change in the baseline CPM schedule and shall do so in writing within ten (10) Days after receipt to the Contractor's submission. If the Commission approves the change in the baseline CPM schedule that changed schedule will be designated the new "Target Schedule." All monthly updates will be plotted against the new "Target Schedule."

c. If the Commission approves a portion of the change to the baseline CPM schedule, the Contractor shall submit a revised CPM schedule incorporating such change(s) within ten (10) Days after approval along with a written description of the changes(s) to the schedule.

7. Recovery Schedule

   a. The Contractor shall maintain an adequate work force and the necessary materials, supplies and equipment to meet the current approved baseline CPM schedule. In the event that the Contractor, in the judgment of the Commission, is failing to meet approved CPM schedule, including any Contract milestones, the Contractor shall submit a recovery schedule.

   b. The recovery schedule shall 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 shall be borne by the Contractor.

   c. Upon receipt of the CPM recovery schedule, the Commission Representative will review the schedule for conformance with the Contract Documents and degree of detail. The Commission will approve the schedule or reject it with written comments within fourteen (14) Days of receipt of the recovery schedule and supporting documents. If the detailed CPM recovery schedule is rejected, the Contractor must submit a revised CPM recovery schedule within seven (7) Days of the date of rejection.

   d. In the event 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.

8. Revised Schedule

   a. The Commission Representative may direct the Contractor to revise the approved CPM schedule. Reasons for such direction may include, but are 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, and (4) acceleration of the Project or phase.

   b. The Commission Representative will direct the Contractor to provide a revised CPM schedule in writing.

   c. The Contractor will provide the revised CPM schedule with ten (10) Days of receipt of the Commission's written direction.

   d. The Commission has the authority, in its sole discretion, to approve or reject the revised CPM schedule and will do so in writing within ten (10) days after receipt of the Contractor's submission. If the Commission Representative approves the revised schedule, such schedule will be designated the new "Target Schedule."

9. Winter Suspension

   a. When the Contract requires a winter suspension, the Contractor will incorporate the winter suspension period into the CPM schedule. The winter suspension will begin and end on the dates specified in the Contract documents.

   b. The Contractor will prepare for the winter suspension period by removing or relocating any equipment, materials, stockpiles, or items that may interfere with or impair Site operations. The Contractor will participate in a Site inspection with the Commission Representative on or before

the winter suspension commencement date. All costs associated with Site preparation for the winter suspension period are incidental to the Project and will be included in the Contractor's Base Bid.

10. Work During the Winter Suspension Period

a. If the Contractor elects to work during the specified winter suspension period, then the following rules will apply:

(1) The Contractor will submit a winter suspension CPM schedule for the work activities that it proposes to complete during the winter suspension period. The schedule will be in the same format as the approved CPM schedule. The winter suspension schedule will be submitted one month prior to the commencement date of the winter suspension.

(2) It is understood that no extension of time, regardless of the cause, or damages of whatever character, will be allowed for any work that may be delayed, hampered, disrupted, re-sequenced, changed, or stopped by the Commission or adverse weather during the weather suspension period.

(3) The Contractor will immediately remove and/or relocate any equipment, material, items, barricades, or stop Work, if directed by the Commission.

(4) Payment for Work completed, inspected, and accepted during the winter suspension period will be in accordance with the procedures established in Article 15 "Payments."

(5) It is understood that any increase in costs associated with the Work done during the winter suspension period is the Contractor's responsibility and the Contractor is not entitled to any additional compensation. Such costs include, but are not limited to, loss of productivity, winter heat, winter protection, snow removal, frost protection, disruptions to the Work, Work stoppages, temporary power, de-watering, winterized material (including but not limited to concrete, water, aggregate, and bituminous mixtures).

(6) Contract milestones and Substantial Completion date of the approved CPM schedule will not be altered, changed, or adjusted in any way based upon the Work accomplished during the winter suspension period.

(7) Any float the Contractor gains by doing Work during winter suspension on the approved CPM schedule for individual activities must be used by the Contractor before it seeks a time extension for the activity.

(8) All provisions of the Contract Documents apply to the Work being completed during the winter suspension.

Section 9.03 No Damages for Delay and Extensions of Time

1. Should the Contractor be delayed 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; any omission, neglect, or default of the Commission; by order of the Commission, or anyone employed by or acting on behalf of the Commission; 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, the Contractor's relieve is limited to an extension of the Contract Time that is no greater than the duration of any such delay. Such extension of time releases and discharges the Commission, its

employees, agents, and representatives from any and all claims for damages of whatever character, including but not limited to disruption, changes in sequence, interference, inefficiency, direct or indirect costs claimed by the Contractor on account of the aforesaid, or any other causes of delay. In the event the Contractor is unreasonably and unforeseeably delayed in the commencement, prosecution, or completion of the Work by the causes enumerated above, the Contractor is permitted to make a claim for the actual, demonstrable costs incurred.

2. The Contractor must give the Commission Representative written notice of any such delay within five (5) Days of the commencement of such delay. The Contractor must also report to the Commission Representative the cessation of the cause for the delay within ten (10) Days after it ceases.

3. Consideration of a time extension for events beyond the reasonable control of the Contract will be made if the delay directly impacts critical path activities based on the latest approved CPM schedule. Events considered to be beyond the reasonable control of the Contractor are limited to acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the Site, freight embargoes, or weather significantly more severe than the norm according to the provisions set forth below, 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 took reasonable precautions to prevent delays owing to such causes.

4. Unless otherwise provided in the Contract Documents, the Contract Time is based on normal weather conditions and an extension is granted for weather significantly more severe than the norm only if the Contractor demonstrates to the satisfaction of the Commission that any delay in the progress of the Work was due to such weather. The basis used to define normal weather will be the "normal" data as compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration in their most current report entitled "Local Climatological Data, Annual Summary with Comparative Data" for the month for which the time extension is sought. The effects of weather less severe than the norm may be taken into account in considering the Contractor's requests for time extensions for the effects of more severe weather. Should Contractor's schedule exhibit delays, premium time, as well as additional protection and systems shall be provided to recover such lost time at no cost to the Commission.

5. No extension of time will be granted for any delay caused by the action or inaction of the Contractor, including but not limited to the fault or negligence of the Contractor or its Subcontractors, or for which any remedies are provided for by any other provision of the Contract.

6. Any claim for an extension of time will be considered pursuant to this section and Article 17 "Claims and Disputes."

Section 9.04 Liquidated Damages

1. If the Work is delayed, the Contractor is liable for liquidated damages for every Day the Contract Completion Date or a milestone completion date that provides for liquidated damages is not achieved, provided that such delay is not the result of a justifiable cause permitted pursuant to **Section 9.04.2 "Liquidated Damages"** below. The specific amount of liquidated damages for which the Contractor is liable is set forth in Book 2 of this Contract.

2. The Commission will recover liquidated damages by deducting the amount thereof out of any moneys due or that may become due the Contractor. If said moneys are insufficient to cover said damages, the Contractor or its surety must pay the amount due. Nothing herein contained is construed as limiting the right of the Commission to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the Commission for improper

performance hereunder, repudiation of the Contract by the Contractor, failure to begin Work on the date of commencement or failure to perform the Work with adequate forces, equipment or materials or other resources, or breaches in any other respect, including but not limited to defective workmanship or materials. In addition to liquidated damages for failure to meet any milestones, the Contractor is liable to the Commission for any other damages sustained as the result of the Contractor's refusal or failure to perform the Work.

3. In the event that the Commission permits the Contractor to continue to perform Work despite the Contractor's failure to meet any milestone date set forth in the Contract Documents, such action in no way constitutes a waiver by the Commission of any rights or remedies that exist under this Contract, at law or in equity.

Section 9.05 Notice of Labor Disputes

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 and must include all available information with respect thereto to the Commission.

ARTICLE 10. MEETINGS

Section 10.01 Pre-Construction Meeting

Prior to beginning Work, the Commission will conduct a pre-construction meeting as detailed in Division 1 – Section 01010 – 3.1 – Pre-Construction Meeting. 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 Contract Drawings, specifications, unusual conditions, schedules of completion, and other features of the Contract. The Commission may conduct additional coordination meetings at its discretion.

Section 10.02 Review Meetings

The Commission Representative may conduct weekly coordination meetings at the Site, but is required to hold meetings bi-monthly. At a minimum, the Contractor's superintendent will attend. However, the Contractor shall arrange for Subcontractors to attend the meetings if expressly requested by the Commission. 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:

1. Review of Work progress since the previous monthly review meeting.

2. Discussion of field observations, problems and decisions.

3. Review of off-Site fabrication problems and other problems affecting the schedule.

4. Review of equipment deliveries.

5. Discussion of corrective measures and procedures to achieve the Contract schedule.

6. Review of submittal schedules and effect on the construction schedule.

7. Review of proposed Contract changes and effect on the construction schedule.

8. Coordination requirements.

9. Clarification and decisions required of the Commission.

10. Review of Contractor's forces on the Work.

11. Review of Project Record Document status and content.

ARTICLE 11. PROPERTY

Section 11.01 Ownership of Drawings, Specifications and Models

All copies of Drawings and specifications furnished by the Architect are the property of the Commission. Such copies are not to be used on any other work or project whatsoever 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 on request at the completion of the Work. All models are the property of the Commission.

Section 11.02 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 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. The Contractor must provide advance notice to the Commission Representative of any intended entry. Consent to enter upon all or any part of the Site given by the Commission or User will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the Commission or User.

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 Contract period.

3. If User wishes to visit the Site to which the Contractor was given access, it must arrange such visits through the Commission and observe safety guidelines established by the Contractor while on the Site.

4. 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 in connection with the Work. In the case of any property owned by the Commission or User, or property owned by and leased from the Commission or User, 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 hereby 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 11.03 Damage to Property

If the Contractor causes damage to Commission or User 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 11.04 Use of Completed Portions of the Work

1. After Substantial Completion of the Work in any space(s) in the Project, the Commission shall have the right to use and occupy such space(s) in advance of Final Completion and Acceptance of the Work, providing the Commission's occupancy and use of such spaces shall 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 shall not constitute Substantial Completion in the absence of written notification of Substantial Completion of the affected portion of the Work from the Architect.

2. In the event that the Commission desires to exercise the right of partial occupancy prior to completion and Final Completion and Acceptance of the Work as provided below, the Contractor shall 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 shall make effort to complete it as soon as possible to the extent that the necessary equipment can be put into operation and use.

3. During such partial occupancy prior to Final Completion and Acceptance of the Work, arrangements shall be made between the Commission and Contractor regarding the operation and cost of the necessary heating, ventilating, cooling, water, lighting and telephone services. The Commission shall assume responsibility for the operation of the equipment and utilities required to provide the above services, in part or in total, and arrangements shall be made as to the guarantees affecting all Work associated with the areas so occupied.

4. The Commission's occupancy or use of such space(s) in the Project shall 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.

5. In any case, when the Commission takes over space for occupancy or use, the Commission shall give the Contractor notice in writing of its take over of the space(s) involved.

ARTICLE 12. QUALITY OF WORKMANSHIP, MATERIALS, AND EQUIPMENT

Section 12.01 Standard of Performance

In addition to performing the Work in full compliance with the Contract Documents, the Contractor shall 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 Work.

Section 12.02 Labor, Materials and Equipment

1. Unless otherwise specified, all materials and equipment shall be new, and of such quality as required to satisfy the Contract Documents. The Contractor shall, if required, furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and workmanship shall 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 shall be removed and replaced by the Contractor as provided hereinafter in **Section 12.06** "Correction of Work Before Final Payment."

3. Any employee of the Contractor or a Subcontractor whose work is unsatisfactory or who is considered by the Commission to be unskilled or otherwise objectionable shall be dismissed from the Work upon written notice to the Contractor.

4. The Contractor shall 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.

5. The Site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for this Project.

6. The Contractor shall review any specified construction or installation procedures (including those recommended by any product manufacturer). The Contractor shall advise the Architect and Commission Representative in writing seven (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. of any objections which the Contractor may have to any specified procedure.

Section 12.03 Source of Materials

Contractor shall notify the Commission Representative in writing as soon as possible after the Contract has been awarded, but not less than three (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 shall 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 shall furnish materials from other approved sources.

Section 12.04 Substitution of Materials, Equipment or Processes

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. For products specified only by references, e.g., ASTM standards and ANSI standards, the Contractor may select any product by any manufacturer that meets the referenced standards and the specifications.

3. Manufacturer and Products

    a. Materials and equipment of the same general type shall be of the same manufacturer throughout the Project to provide uniform appearance, operation, and maintenance.

    b. Materials and equipment furnished shall be of the current production and product of a manufacturer regularly engaged in the manufacture of such products, for which replacement parts are available.

    c. Materials and equipment shall be new, Underwriters’ Laboratories-labeled where applicable, and shall bear the manufacturer’s name, model number, and ratings of equipment.

d. Manufacturers of equipment assemblies, which include components made by others, shall assume complete responsibility for the final assembled unit.

4. Product Selection and Options

a. **Product Specifications**. The products and materials to be provided shall meet the performance and technical requirements of the Contract Documents. If the Contractor submits a product that the Contractor believes is an equivalent or equal, but cannot meet the performance or technical specifications as stated, the Contractor shall describe, in writing, the exceptions to the technical specifications. The written description shall clearly indicate where the manufacturer or the Contractor cannot meet the specifications or take exceptions and how the alternate product shall perform as an equivalent. Exceptions to specified requirements shall be subject to acceptance by the Commission. Such submittals shall comply with requirements for substitutions as described in this section. Should the Commission reject such Contractor-proposed equivalent or equal, the Contractor shall provide products in full conformance with the Contract Documents at no addition to the Base Contract Price or the Contract Time.

b. **Manufacturer's Name Listed**. Where the manufacturer's name is listed, the manufacturer shall furnish a product that shall meet the performance and technical specifications as stated. Listing the manufacturer's name does not relieve the Contractor from providing products that comply with the requirements of the specifications.

c. **Manufacturer's Name and Model Number Listed**. Where the manufacturer's name and model number is listed, the manufacturer shall furnish that product, modified as required to meet the performance and technical specifications as stated. Listing the model number does not relieve the Contractor from providing a product that complies with the requirements of the specifications. Other products submitted shall also have similar features.

d. **Performance of Technical Specifications**. Where a product is specified by performance requirements and the manufacturer's name or model number is not specified, the Contractor may select any manufacturer or product which meets the requirements of the specifications.

e. When only one manufacturer or product is specified or when the term "or approved equal" is used in connection with specified products, the Contractor may offer for approval a substitute product which will completely accomplish the purpose of the Contract Documents.

5. Substitutions Prior to Bid Date

a. The Architect will consider written requests for substitutions received at least ten (10) Days prior to bid date. Requests received after that time will not be considered.

b. The Architect shall consider only those requests accompanied by a copy of the Request for Substitution form, Exhibit Q, bound herein, filled out completely, signed, and including the required attachments.

c. Substitutions will not be considered if, in the opinion of the Architect, acceptance will require substantial revision of the Contract Documents.

d. Notification of approved substitutions will be made by addendum.

6. Substitutions after Award of Contract

a. Following Contract award, the Architect shall consider formal requests from the Contractor for substitution of products and processes *in lieu* of those specified only under one or more of the following circumstances:

(1) When the Contractor demonstrates that the specified product is not available, proof shall be submitted that firm orders were placed in a timely manner or that the unavailability is due to strike, lockout, bankruptcy, discontinuance of manufacture, an act of God, or for other reasons acceptable to the Commission.

(2) When, in the opinion of the Contractor, the specified product or process will not fulfill the design intent.

b. The Architect shall consider only those requests accompanied by a copy of the Request for Substitution form, **Exhibit Q**, filled out completely, signed, including the required attachments, and submitted to the Commission Representative.

(1) Where acceptance of such substitutions would result in a change in the Contractor's costs, the amount to be added to, or deducted from, the Contract Price shall be indicated.

(2) Costs or schedule delays to the Contractor's or Subcontractor's installations resulting from differences in materials or equipment that are being submitted as a substitution shall be the responsibility of the Contractor initiating the substitution. This shall include, but shall not be limited to, the costs for changes such as engineering, structure, roof, or wall opening sizes.

c. Substitutions shall not be considered if, in the opinion of the Architect:

(1) The proposed substitution is indicated or implied on shop drawings or product data submittals without prior formal written request and acceptance, or

(2) Acceptance would require substantial revision of the Contract Documents, or

(3) No benefit to the Commission is determined.

d. The Architect shall forward requests for substitution, along with its recommendation, to the Commission for acceptance or rejection.

e. The Contractor shall present all substitutions so as not to delay the schedule for required reviews by the Architect and approvals by the Commission. Neither the Architect, nor the Commission Representative, nor the Commission shall be responsible for delays arising from submittal, acceptance, or rejection of a substitution.

f. Notification of acceptance of substitutions not affecting cost or time of performance will be made to the Contractor in writing by the Commission and requires the approval of the Executive Director. Notification of acceptance of substitutions involving changes in cost or time of performance will be made to the Contractor in the form of an approved Change Order.

7. At the discretion of the Commission, manufacturer's nameplates shall 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 Architect's opinion, the nameplate would be objectionable if visible after installation of the Work. This does not apply to Underwriters' Laboratories labels where required, nor to manufacturers' name and rating plates on mechanical and electrical equipment.

Section 12.05 Adjustment of Equipment

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 12.06 Correction of Work before Final Payment

1. The Contractor shall promptly remove from the Site all materials and equipment, whether incorporated in the Work or not, rejected by the Commission as failing to conform to the Contract Documents. The Contractor shall promptly replace and re-execute such Work in accordance with the Contract Documents and without expense to the Commission and shall 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 as the Commission sees fit. If the Contractor does not pay the cost and expenses of such removal within ten (10) Days thereafter, 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 shall 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 shall 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.

4. When the Architect's additional services are required because of defective Work, neglect, failure, deficiencies, or default by the Contractor, the Architect's compensation for such services may be payable by the Contractor based on the Architect's invoice sent to the Commission. Deficiencies are defined to include, but not limited to, more than two (2) reviews of the same submittal of shop drawings and associated data due to incomplete, uncoordinated, or otherwise defective submissions as defined in Division 1 - General Requirements. The invoice, when approved by the Commission, along with other costs, damages, and liabilities incurred by the Commission and the Architect, at the option of the Commission, may be the basis for decreasing the Contract Price by a Change Order to compensate the Commission for the Architect's additional services.

Section 12.07 Correction of Work after Final Payment

The final certificate, final payment, or any provision in the Contract Documents shall not relieve the Contractor of responsibility for faulty materials, equipment or workmanship. Unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other Work resulting therefrom, which shall appear within the guarantee period. The Commission shall give written notice of such defects with reasonable promptness. All questions arising under this Article shall be decided by the Commission.

Section 12.08 Guarantees and Warranties

1. The Contractor hereby guarantees all of the Work and each and every part thereof, including, by way of illustration and not in limitation thereof, 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, in the event no period is specified, for a period of one (1) year, against defects which, in the opinion of the Architect, result from the use of defective or inferior materials, equipment, supplies, services, facilities or workmanship or from Work not in compliance with or not performed in accordance with the Drawings or specifications. The Contractor shall provide this guarantee to the Commission in writing using Exhibit T. The guarantee period shall run from and after the date of Final Completion and Acceptance of the Work required by the Contract Documents, unless the Contract Documents specify a different date for the commencement of the running of the guarantee period. No part of the Work will be held to be accepted until Final Completion and Acceptance of the Work (except where other arrangements have been made under **Section 11.04.3 "Use of Completed Portions of the Work"** hereof).

2. 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; to repair, remove and replace, or pay for as directed by the Commission and 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 Drawings or specifications. All repairs or removals and replacements must be commenced within ten (10) Days of written notice from the Commission, and workers and materials sufficient in the opinion of the Commission must be furnished to ensure prompt completion thereof. The written notice from the Commission shall have attached to it the opinion of the Architect certifying that the defect has resulted from the furnishing or use of defective or inferior materials, equipment, supplies, services, facilities, or workmanship; or from Work not performed in accordance with the Drawings or specifications. 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 costs incurred thereby.

3. Manufacturer's Warranties

   a. The Contractor will:

      (1) ensure that all required Manufacturer's Warranties pass through to the Commission and/or User.

      (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'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.

ARTICLE 13. TESTING AND INSPECTION

Section 13.01 Inspection of Work

1. The Commission, the Architect, and Commission Representative shall at all times have access to the Work wherever it is in process. The Contractor shall provide proper and safe facilities for access and inspection.

2. The Contractor shall also cooperate with other inspecting agencies and provide appropriate access. If the inspection is made by an authority other than the Architect, the Contractor shall inform the Architect in writing of the date fixed for such inspection not less than three (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 shall give the Commission Representative not less than three (3) business days written notice of the Work's readiness for inspection by the Architect. Required certificates of inspection shall be secured by the Contractor. Inspections by the Architect shall be promptly made, and where practicable, at the source of supply. When such tests and inspections indicate noncompliance of the Work with requirements of the Contract Documents, and the Architect's services are required for additional reviews or inspections of the Work, the Contract Price may be decreased by a Change Order in the amount of the Architect's invoice approved by the Commission as compensation for the Architect's additional services.

4. Any Work covered up without approval, inspection, or consent of the Architect where required by the Contract Documents, shall be uncovered for examination if required by the Architect or Commission and shall 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 shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Commission shall reimburse the Contractor for such uncovering and re-covering. Such reimbursement shall be for actual cost incurred plus the percentages allowed by **Sections 15.02.1.a.(4) and 15.02.1.a.(5) "Payment for Changes."** If such Work is found to be not in accordance with the Contract Documents, the Contractor shall pay all costs of uncovering, replacement, and re-covering.

5. The Contractor shall place its field engineering force at the Architect's disposal for field checking during any inspection period. When layouts of the Work are to be made, the Contractor shall notify the Commission Representative in sufficient time that the Architect may be present.

6. Neither the presence nor the absence of the Architect at the Site shall relieve the Contractor from responsibility for compliance with the provisions of the Contract Documents, nor from responsibility for the removal and replacement of Work not in accordance therewith.

7. The Architect is not authorized to make any changes or modifications in the Contract Documents, to direct additional Work not required thereby, or to waive the performance by the Contractor of any requirements of the Contract Documents. Any changes to the Contract shall be in accordance with the provisions of Article 16 "Changes in the Work."

Section 13.02 ASTM Standards

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. In the event that 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 13.03 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.

ARTICLE 14. SHOP DRAWINGS, PRODUCT DATA, RECORDS, AND SAMPLES

Section 14.01 Documents at the Site

The Contractor shall keep one complete set of 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 shall be kept up to date by replacing obsolete sheets with revised sheets as they are issued.

Section 14.02 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.

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.

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 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 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 prior to submittal and found to be in conformance with the Contract Documents. All submittals shall 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: _____
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 in no way relieves Contractor from responsibility for errors or omissions that may exist in the Work or on the certified shop drawings. Where such errors or omissions are discovered, they must be corrected by the Contractor at no additional cost to the Commission. Contractor must submit all shop drawings, video tape, samples and product data to the Commission Representative for review of the Architect with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted. The Contractor must coordinate Submittal into logical groups or sets to facilitate review of several 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 Submittal in the following quantities unless a greater number is specified elsewhere in the Contract Documents, or is required by the Commission:

    a. Shop Drawings: Submit one (1) reproducible and six (6) prints on sheets a minimum of 24" by 30" in size. (Prints shall be collated into sets).

    b. Product data: Submit six (6) copies of product data.

    c. Samples: Submit four (4) samples.

    d. Video tape: Submit one (1) video tape.

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, any delay caused will not be compensable by a time extension.

Section 14.03 Review by the Architect

1. Submittal 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.

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 three (3) 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: In the event that 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 shall be subject to rejection. Each tag or sticker shall 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.

8. 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.

Section 14.04 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 updated daily. This record set of Contract Drawings must be kept at the Site for inspection by the Commission. Upon completion of the Work, the Contractor shall submit a final set of full-size prints to the Commission Representative for the Architect's review and acceptance.

3. At the time as-built drawings are delivered to the Commission, the Contractor and each Subcontractor shall certify, in writing, that the as-built drawings are complete and accurate. The Contractor may obtain diskettes or original drawings from the Architect at its own expense for this purpose.

Section 14.05 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 legibly drawn on sheets of Mylar or such other medium as directed by

the Commission or elsewhere in the Contract. 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 ten (10) 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 14.06 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. Contractor must guarantee any such equipment with respect to the Commission.

2. The Contractor must submit suitable 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 directed by the Commission.

3. The Contractor must submit to the Commission Representative 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 amount provided for in the specifications.

4. The Contractor must submit all applicable manufacturer's warranties as described in Section 12.08 "Guarantees and Warranties."

Section 14.07 Record Documents

At Substantial Completion of the Work, the Contractor must deliver to the Commission and the User, 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. At the discretion of the Commission, the Commission may make the submission of all Record Documents a prerequisite to reduction of retention from 5% to 3% under Section 15.06 "Retainage" of the Contract.

Section 14.08 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 the payrolls in accordance with Section 15.02 "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 seven (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 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 seven (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 at least 2%.

3. Confidentiality

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. This requirement will survive expiration or termination of this Contract.

ARTICLE 15. PAYMENTS

Section 15.01 Contract Price

The Contract Price is the total dollar amount of the bid accepted by the Commission, including all approved Alternates and 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 15.02 Payment Applications

1. Schedule of Values

No later than fifteen (15) Days after the Notice to Proceed, the Contractor shall submit to the Commission Representative a Schedule of Values, in triplicate, 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 Architect and Commission Representative may require. The Schedule of Values shall list the value for each construction activity broken down by materials and labor to be included in the progress schedule. When approved by the Architect and Commission Representative, the Schedule of Values shall be used as a basis for certificates of payment unless it is found to be in error.

2. Multiple Locations

The Work may consist of multiple locations and therefore separate and independent Payment Applications shall be submitted for each location. Retainage, Substantial Completion of the Work and Final Completion and Acceptance of the Work shall be evaluated separately for each separate phase or location.

3. Target Date Requirements

The Commission Representative will assign an invoice target date to the Contractor at the pre-construction meeting. Not later than ten (10) Days prior to the invoice target date, the Contractor shall submit to the Commission Representative, in triplicate, 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 Division 1 – Section 01200 – 3.4 – Progress Reports. Not later than five (5) Days prior to the invoice target date, the pencil copy shall 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 shall 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 five (5) Days prior to the payment review meeting shall be a condition precedent to the approval of the payment application. The pencil copy of the Payment Application shall not project completion of Work beyond the date of the review meeting of such with the Architect and Commission Representative.

4. Sworn Statements

On or about the invoice target date of each month, the Contractor shall submit to the Commission Representative, in triplicate, an application for partial payment including a notarized affidavit stating that all monetary obligations to all Subcontractors for the periods covered by all prior applications for payment, if any, have been completely fulfilled and discharged supported by receipts or receipted vouchers, and lien waivers, evidencing payments for such materials, services, labor, and payments to Subcontractors, 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 Architect or Commission Representative may direct. The application for partial payment shall conform to approvals made by the Architect and Commission Representative at the payment review meeting.

5. Certified Payrolls

Three (3) 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 or its designated representative every week. All payrolls must be identified with Contractor or Subcontractor's name and Contract name and number, and must be sequentially numbered. The payroll shall 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 a Contractor or Subcontractor, a payroll labeled "NO WORK" shall be submitted. The final payroll shall 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.

6. Payment for Material Stored on-Site

   Payments for on-Site stored material shall be made only if the Commission specifically approves, at its sole discretion, such payments. If payments are to be made on account of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site, such payments shall 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.

7. Payment for Material Stored off-Site

   Any payments required for off-Site stored materials which may be required to expedite the Project schedule and procurement of materials shall be the sole responsibility of the Contractor. Payments for stored material shall be made only if the Commission specifically approves, at its sole discretion, such payments. Payments for materials which are suitably stored but not incorporated in the Work shall be made at no more than fifty (50%) percent of their actual value).

8. Prior to final payment and Final Completion and Acceptance of the Work, the Contractor shall file the following papers with the Commission:

   a. Manufacturers' operating instructions for all equipment.

   b. Record "as-built drawings" required by Division 1 – Section 01720 – Site Documentation Requirements of the technical specifications.

   c. A notarized affidavit stating that all monetary obligations to suppliers of material, services, labor and all Subcontractors have been completely fulfilled and discharged.

   d. Proof that proper training of User occurred.

   e. Lien waivers.

   f. Final releases from Contractor, Subcontractors, and material suppliers.

9. Unless a written extension is granted by the Commission, the Contractor must submit the final payment application and waivers no later than four (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 constitutes an event of default.

Section 15.03 Payment for Changes

1. When directed in writing by the Commission or its representative, the Contractor shall proceed promptly in accordance with such Change Order. The adjustment of the Contract Price therefor shall be determined by one of the following methods:

   a. Method 1 - Unit Price and/or Lump Sum Adjustment

      (1) The Contractor shall submit promptly to the Commission Representative for approval and acceptance by the Commission a written proposal for changes in the Work. Such proposal shall be in a format acceptable to the Commission and based on agreed-upon unit prices, or, in their absence, a detailed cost estimate of labor, 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 shall be issued establishing such adjustment.

      (2) Where the change in the Work involves items for which agreed-upon 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 shall be at the established unit prices. When the net aggregate quantity is less than the Contract requirement, the credit shall be the established unit price less ten (10%) percent. 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 twenty-five (125%) percent of the estimated quantity bid.

      (3) Where the change in the Work involves items for which agreed-upon unit prices have not been established, the Contractor's proposal shall be in a format acceptable to the Commission and based upon the estimated fair cost of the Contractor's labor, material, equipment, insurance and applicable taxes. In submitting such proposal, the Contractor shall 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, shall 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 shall 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.

      (4) For the cost of items of Work not covered by agreed-upon unit prices on additional Work ordered, the Contractor will be allowed fifteen (15%) percent for overhead and profit on labor performed by his own forces and material purchases. Subcontractors, likewise, will be permitted an allowance of fifteen (15%) percent for overhead and profit on their own work. The Contractor will further be allowed six (6%) percent on all of his subcontractor's work. The Subcontractor is not allowed any additional markup if he sublets its work. No overhead and profit shall be deducted from the price for changes deleting Work. 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 fifteen (15%) percent 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 whatsoever beyond those enumerated.

(5) The overhead and profit charges referred to above shall 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.

b. 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 proceed order shall be issued and the Contractor shall proceed with the Work thereof on a cost plus fee basis. Cost shall mean 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 shall be added overhead and profit as defined under Method 1 above.

(2) The Contractor and Subcontractors shall 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 and determination of the cost plus fee price thereof, a Change Order shall be issued establishing the adjustment of the Contract Price.

2. The Contractor's agreement to a Change Order constitutes a waiver and release by the Contractor for any claim for delay, cumulative impact, and any other indirect cost associated with the changes.

3. The Contractor shall include any claim for a time extension in the submission of his proposal. Such claim shall 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 U** – "Contractors Proposal for Change Order" for any Change Order requests.

Section 15.04 Deductions For Uncorrected Work

If the Commission deems it inexpedient to correct Work damaged or Work not performed in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made therefor.

Section 15.05 Certificates for Payment

1. If the Contractor has complied with the requirements of Section 15.02 "Payment Applications," the Architect shall issue to the Contractor a certificate for such amount as the Architect determines to be properly due as agreed upon during the payment review meeting during the preceding payment period. The amount of each partial payment shall be the total sum of completed Work less prior

partial payments, retainage, and payments withheld in accordance with the provisions of Section 15.07 "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 shall be an acceptance of any Work or materials not in accordance with the Contract Documents.

3. The Architect's certificates for payment are for the benefit of the Commission and shall 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.

Section 15.06 Retainage

1. The Commission will retain ten percent (10%) of each approved monthly payment estimate covering the first fifty percent (50%) of the Contract Price, including approved Change Orders to date.

2. After Work consisting of fifty percent (50%) of the Contract Price is performed, the Commission shall maintain as retention an amount at least equal to five percent (5%) of the Contract Price of the Work, including approved Change Orders, plus the total accumulated liquidated damages for EEO, MBE, WBE, City Residency and Community Residency requirements, and delay, until Final Completion and Acceptance of the Work. If liquidated damages exceed the amount retained, the Commission may, at its option, increase the level of retention. If liquidated damages are primarily due to shortfall in EEO and City Residency requirements, the Commission may elect to deduct such amounts from the general conditions line item.

3. Upon Final Completion and Acceptance of the Work and prior to the computation of the final quantities, the Commission may, at its sole discretion, release a portion of the retainage so that the amount retained by the Commission is not less than three percent (3%) of the Contract Price, provided that three (3%) percent is deemed appropriate to cover all liquidated damages accrued. The Commission may decline to reduce the retention withheld at its sole discretion if the Executive Director considers it necessary.

4. Upon (i) Final Completion and Acceptance of the Work; (ii) the Contractor's compliance with this Contract's conditions for payment and performance of the Work in accordance with all terms and conditions of the Contract; (iii) payment to all Subcontractors, workers, employees, supplies and material persons for Work performed and materials supplied; and (iv) computation of the final quantities of the Work; the retained amount, less any amount for damages or other amounts that the Executive Director determines should be deducted, will be paid to the Contractor as final payment.

Section 15.07 Payments Withheld

1. The Architect or Commission Representative may recommend that the Commission withhold or nullify the whole or a part of any application for payment or any certificate for payment to such extent as may be necessary to protect the Commission from loss because of:

   a. Defective Work not remedied.

   b. Claims filed or reasonable evidence indicating probable filing of claims.

   c. Failure of the Contractor to properly pay Subcontractors or for material, services, or labor.

   d. A reasonable doubt that the Contract can be completed for the balance then unpaid.

e. Damage to the Work or property of the Commission, the User, or another contractor.

f. Erroneous estimates by the Contractor of the value of the Work performed.

g. Unauthorized deviations by the Contractor from the Contract Documents.

h. Liquidated damages.

2. When the above ground or grounds are removed, payments shall be made for amounts so withheld.

Section 15.08 Payment to Subcontractors

The Contractor must pay all Subcontractors and suppliers within fourteen (14) Days of Contractor's receipt of payment from the Commission for that portion of the Work if the Subcontractor(s) has satisfactorily completed its Work in accordance with the Contract Documents.

Section 15.09 No Waiver of Legal Rights

The Commission will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any 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 from recovering from the Contractor and its sureties such damages as the Commission may sustain by reason of Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Commission, or any representative of the Commission, nor any payment for possession taken 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. In the event that the Commission elects to waive any breach of this Contract, that wavier will not be held to be a waiver of any other or subsequent breach.

Section 15.10 Liens

1. Whenever the Commission shall receive 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 shall 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 shall not 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. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver 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 shall refund to the Commission all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

ARTICLE 16. CHANGES IN THE WORK

Section 16.01 Owner's Right to Change Work

The Commission reserves the right to order, in writing, changes in the Work or the Contract Time without prior notice to the Contractor's surety. The Contractor is obligated to perform in a timely manner the changed Work included in the written notice from the Commission. The Contractor will begin the changed Work upon receipt of a Change Order, approved by the Commission, unilaterally directing changes in the Work or Contract Time.

Section 16.02 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 shall be executed under the conditions of the original Contract. The Contractor shall submit to the Commission Representative "as-built" or revised drawings clearly showing the revised Work, all as required by Division 1 – Section 01720 – Site Documentation Requirements.

2. Except in an emergency endangering life or property, no change shall be made by the Contractor without receipt of a Change Order, approved on its face by the Commission; and no claim for an adjustment of the Contract Price or time of performance shall be valid unless so ordered in writing.

3. The Contractor shall not perform changes to the Work directed by the User unless authorized to do so by the Commission.

Section 16.03 Contractor's Request for Adjustment

The Contractor, within fourteen (14) Days of receipt of the written notice from the Commission, must submit to the Commission Representative a written request for adjustment to the Contract Price and/or Contract Time for such revised Work. The Contractor's failure to submit such request within the specified time will result in the issuance of a formal Change Order by the Commission for the adjustment to the Contract Price and/or Contract Time that the Commission deems appropriate for such revised Work.

Section 16.04 Change Order

The final provisions of the Change Order, including the adjustment in the Contract Sum and/or the Contract Time, if any, will be incorporated into a written Change Order signed by the Commission.

Section 16.05 Contractor's Release

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 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, including but not limited to direct or indirect costs, profit, or damages related to disruptions.

Section 16.06 Performance of Changed Work

The Contractor shall promptly proceed with any changes in the Work or Contract Time as directed by a Change Order in accordance with Section 16.01 "Owner's Right to Change Work." The Contractor's refusal or failure to proceed promptly with the changed Work as directed constitutes an event of default under the Contract. No change to the Work by the Contractor as directed by the Commission will operate to invalidate the Contract or release Contractor's surety.

Section 16.07 Change Claims and Disputes

If the Contractor and Commission Representative are unable to agree on the price and/or time extension in connection with a change, the procedures set forth in Article 17 "Claims and Disputes" will govern.

ARTICLE 17. CLAIMS AND DISPUTES

Section 17.01 Claims

1. This provision of the Contract applies to claims for time and/or money based on changes under Article 16 "Changes in the Work" and all other claims made under this Contract.

2. Any claim made by the Contractor regarding the Project must be made in accordance with the requirements stated below:

    a. The Contractor must provide written notice to the Commission Representative of the contractual and factual basis for the claim, designating the document "Notice of Claim." The Contractor must provide such Notice of Claim no later than fifteen (15) Days after completing the claim-related Work or, if the claim is for an extension of time, no later than ten (10) Days after the commencement of the delay. The Contractor's failure to provide a Notice of Claim within the stated periods constitutes a waiver of the claim.

    b. Within sixty (60) Days of the Notice of Claim, the Contractor must submit documentation to support its claim. The claim must include a general statement of the basis for the claim, the facts underlying the claim, the notice to the Commission Representative of the event that gave rise to the claim, reference to the applicable Contract provisions, and all documents that describe, relate, and support the claim. Any claim for extension of time must state the cause of the delay, specifically demonstrate the impact of the delay on the Contractor's schedule, and state the number or extension Days requested.

    c. The Commission Representative may, within thirty (30) Days of receipt of the claim, respond by requesting a meeting with the Contractor and/or making a written request for additional information from the Contractor.

    d. Upon receipt of all necessary documentation from the Contractor, the Commission Representative has thirty (30) Days to render a written recommendation to the Commission and to advise the Contractor of its recommendation. Such recommendation shall detail its factual and contractual basis.

    e. After receiving the Commission Representative's recommendation to the Commission, the Contractor must accept the recommendation of the Commission Representative or give written notice to the Commission Representative of its intent to file a Dispute with the Executive Director. If the Contractor intends to file a dispute, it must do so within thirty (30) Days in accordance with Section 17.02 "Disputes."

    f. The Contractor's failure to file a dispute with the Executive Director within thirty (30) Days of the Commission Representative's recommendation will constitute a waiver of the claim.

Section 17.02 Disputes

1. The declaration of the default or termination of this Contract are not matters that may be disputed under this provision of the Contract.

2. **Contractor's Request.** In the event of any dispute arising out of a claim that the Contractor and the Commission Representative have attempted, but been unable, to resolve (including, without limitation, changes, extensions, claims, allowable costs, or any other issues of fact or Contract interpretation based upon, relating to, or arising under the Contract), the Contractor must submit a request for resolution to the Executive Director for final determination. The Contractor's failure to submit the dispute within thirty (30) Days of the Commission Representative's recommendation is a waiver of the dispute.

3. **Request Requirements.** Requests for resolution of disputes must be made by the Contractor in writing, specifically referencing this section, and including 1) the issues(s) presented for resolution; 2) a statement of the respective positions of the Contractor and Commission; 3) the facts underlying the dispute; 4) reference to the applicable provision of the Contract by page and section; 5) the identity of any other parties believed to be necessary to the resolution of the dispute; and 6) all documentation which describes and relates to the dispute. The Contractor must provide a copy of the request for resolution of the dispute to the Commission Representative on the same day it is given to the Executive Director.

4. **Commission Representative's Response.** The Commission Representative will 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. Failure by the Commission Representative to respond is not 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.

5. **Executive Director's Decision.** The Executive Director's decision may be reached in accordance with such other information or assistance as the Executive Director deems reasonable, necessary or desirable. The Executive Director may also consider issues of Contract interpretation in connection with the decision. The Executive Director's final decision will be rendered in writing no more than sixty (60) Days after 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 sixty (60) Day period that additional time, not to exceed thirty (30) Days, is necessary. The Executive Director's decision is conclusive, final, and binding on all parties unless a judicial determination is sought in accordance with the provisions set forth below.

6. **Implementation of Decision.** The Executive Director's final decision will be implemented through a Change Order, if required, which will be made a part of the Contract with or without the acceptance of the Contractor if the Contractor refuses to accept the Change Order.

7. **Contractor's Remedy.** If the Contractor does not agree with the decision of the Executive Director, the sole and exclusive remedy is review by the Circuit Court of Cook County or any other court of competent jurisdiction. No suit or action on this Contract for the recovery of any claim shall be sustainable in any court of law or equity unless commenced within twelve (12) months next after the date the Executive Director formally denies the claim but in no event longer than ninety (90) Days after Substantial Completion of the Work.

8. **Contractor's Performance of Work.** The Contractor must not withhold performance of and must prosecute any Work required by the Commission during the dispute resolution period, including

judicial resolution. The Contractor shall 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 will be complied with pending final resolution, including judicial resolution of the dispute. Neither the Executive Director determination, nor the continued performance by either party, constitutes an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.

9. **Administrative Appeal of Dispute.** The Contractor must follow the procedures set forth in this Article 17 "Claims and Disputes" as a condition precedent to filing a complaint in any court of law or equity.

Section 17.03 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 18. EVENTS OF DEFAULT AND TERMINATION

Section 18.01 Events of Default

The following shall constitute events of default. If the Contractor shall:

1. become insolvent or bankrupt, attempt assignment of all or any part of the proceeds of this Contract, make a general assignment for the benefit of creditors, or if a receiver shall be appointed on account of insolvency;

2. fail to begin the Work at the time specified;

3. fail to perform in accordance with the Contract Documents;

4. fail 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;

5. persistently or repeatedly refuse or fail (except in cases for which extension of time is provided) to supply adequate skilled workers or proper materials;

6. discontinue performance of the Work;

7. fail to promptly remove materials, or repair, or replace Work that was rejected as defective or unsuitable;

8. fail to make prompt payment to Subcontractors, or for material, or labor;

9. fail to submit all documents required by the Commission, including but not limited to timely submission of payment applications;

10. fail to prosecute the Work in a manner acceptable to the Commission;

11. persistently disregard laws, ordinances, or instructions of the Commission, Architect, or Commission Representative; or,

12. otherwise be guilty of a substantial violation of any provision of the Contract Documents.

Section 18.02 Remedies

In the event of default, the Executive Director, at her sole discretion, may send the Contractor notice of its intent to exercise remedies pursuant to the following:

1. **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.

2. **Opportunity to Cure.** The Executive Director may provide the Contractor the opportunity to cure the default. The Contractor must cure the default within ten (10) Days of receipt of the notice from the Executive Director. If the Executive Director does not receive written notification from the Contractor providing cure to default within the 10 Day cure period, the Executive Director may at any time thereafter terminate the Contact, in which event the termination of the Contract is final and effective.

3. In addition to the foregoing, upon an event of default in Section 18.01, "Events of Default," the Commission may invoke any or all of the following remedies:

    a. The right of set-off against any payments due or to become due to the Contractor and against any retention.

    b. The right to take over and complete the Work, or any part thereof, either directly or through others. 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 at the Commission's discretion. The sole obligation accepted by the Commission under such Subcontractors is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor must execute, or cause to be executed, any assignment, agreement, or other document which may be necessary, in the sole opinion of the Executive Director and her Legal Counsel, to evidence or effect compliance with this provision. 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 tortuous 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.

    c. The right to terminate the Contract as to any or all of the Work yet to be performed.

d. The right of specific performance, an injunction, or any other appropriate equitable remedy as may be applicable.

e. 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.

f. The right to withhold all or any part of the Contractor's compensation to be awarded by the Commission.

g. The right to terminate any or all other contracts that Contractor may have with the Commission

h. The right to deem the Contractor non-responsible in future contracts to be awarded by the Commission.

Section 18.03 Non-exclusivity of Remedies

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, 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 construes it as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 18.04 Commission's Right To Terminate Contract

1. The Commission may, at its sole discretion, exercise the right to send the Contractor notice under Section 18.02.1 or 18.02.2 "Remedies." 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 17 "Claims and Disputes."

2. In the event of termination of the Contract by the Commission under Section 18.02.1 or 18.02.2 "Remedies," 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 paid for by the Commission (whether located on or off the Site) to complete the Work. The Contractor shall 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. In the event of termination, 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 shall pay the Commission the amount of such excess.

Section 18.05 Adjudication of Termination

In the event 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 shall thereupon be deemed under Section 18.06 "Termination for Convenience," and the provisions of Section 18.06 "Termination for Convenience" apply.

Section 18.06 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 shall (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. The Commission shall thereafter pay to the Contractor, subject to the limitations herein set forth, the proportion of the Contract Price that the Work actually performed (including materials delivered to the Site) at the date of termination bears to the entire Work to be performed. No payments will be made for Work not actually performed.

2. After receipt of a notice of termination pursuant to this Section 18.06 "Termination for Convenience," Contractor shall 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 sixty (60) Days after the effective date of termination. Failure to submit the final invoice within sixty (60) Days after the effective date of termination constitutes a waiver of the final invoice.

Section 18.07 Suspension

1. The Commission reserves the right to suspend the Work wholly or in part by written stop order for such period as is necessary for the protection of the Commission's interest. Such stop order shall remain in effect until released in writing. The Commission shall not assume any liability for damages or loss of anticipated profits resulting from such stoppage of Work, but the Contractor may be granted an extension of time commensurate with the period of actual delay in completion of Work if the stop order was not necessitated by the acts, failure to act, or negligence of the Contractor. The Contractor shall take all means and precautions as may be required to properly protect the finished and partially finished Work during the period or periods of the stop order.

2. Whether as a result of termination for default, termination for convenience, suspension of the Work, breach of contract, negligence, or otherwise, the Commission, Architect, and Commission Representative, either as a unit or as separate entities, shall not be liable for any special, indirect, or consequential damages of any kind, including damages for loss of profits, loss of use, loss of revenue, or loss of bonding capacity. The Commission's total liability for any loss, claim, or damage arising out of this Contract, or the performance or breach thereof, shall be limited to the value of the Work performed or the Contract Price, whichever is less.

Section 18.08 Contractor's Right To Stop Work or Terminate Contract

If the Work should be stopped under an order of any court or other public authority for a period of one-hundred and eighty (180) Days through no act or fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon seven (7) Days written notice to the Commission and the Commission Representative, stop Work or terminate this Contract.

Section 18.09 Termination by Mutual Agreement

1. In the event that the cause of termination is neither default nor convenience, the Commission and Contractor may agree to terminate the Contract by mutual agreement. The terms of termination shall be agreed upon by both parties. Each party shall agree to abide by the terms of such termination agreement.

ARTICLE 19. ASSIGNMENT

Section 19.01 Assignment of Contract by Contractor

The Contract will not be assigned, in whole or in part, without the prior written consent of the Commission. Such consent of the Commission will not relieve the Contractor from any obligations hereunder, or in any way change the terms of this Contract.

Section 19.02 Assignment of Funds or Claims by Contractor

The Contractor must not transfer, pledge, or assign any Contract funds or claims due or to become due without the prior written consent of the Commission. The transfer, pledge, or assignment of any Contract funds, either in whole or in part, or any interest in such Contract funds which are due or become due to the Contractor without the prior written consent of the Commission, is void with respect to the Commission, and constitutes an event of default.

Section 19.03 The Subcontractor

1. The Contractor shall, before an individual Subcontractor commences Work on any portion of the Project, notify the Commission Representative in writing of the names of Subcontractors proposed for the principal parts of the Work and such others as the Commission may direct, with a written statement containing such information as the Commission may require concerning the experience, ability, and responsibility of the proposed Subcontractor and the scope of the subcontract. The Contractor shall not thereafter substitute another Subcontractor without the prior approval of the Commission.

2. All requests to subcontract must be accompanied by three (3) copies of a written subcontract agreement which sets forth the scope of services to be subcontracted, the lump sum or unit price for such services and the signature of the subcontracting parties. Proposed subcontractors shall not commence Work on any portion of the Project without prior written approval by the Commission or its representatives.

3. The Contractor agrees that it is as fully responsible to the Commission for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by the Subcontractor, as the Contractor is for the acts and omissions of persons directly employed by it.

4. Each Subcontractor shall report to the Contractor before commencing the Work and when resuming Work after an absence from the Project.

5. Nothing in the Contract Documents shall be deemed or construed to impose upon the Commission any obligation, liability, or duty to a Subcontractor; or to create any contractual relation between any Subcontractor and the Commission, Commission Representative, or Architect; or to prejudice remedies granted by applicable laws.

Section 19.04 Assignment of Contract by Commission

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

Section 19.05 Assigns

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

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, and 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 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.

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. In the event of a release or threatened release of Hazardous Materials or Special Waste into the environment, or in the event of 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 and may adversely affect Contractor's eligibility for future contract awards.

Section 20.02 Environmental Permits

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

2. When requested by the Commission Representative, the Contractor must submit copies of all hauling permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the 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. Environment 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. Vehicle maintenance records.
    b. Safety and accident reports.
    c. IEPA or OSHA manifests.

d. Disposal records, including disposal site used, date, truck number and disposal weight.
e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

Section 20.03 Energy Conservation Ordinance

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 shall be required to comply with Chapter 18-13 of the Municipal Code of Chicago.

Section 20.04 Environmental Control

In performing the Work, the Contractor shall become thoroughly familiar 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 shall 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 will not be permitted.

Section 20.05 Equipment and Environmental Control during Transport

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 shall 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 shall 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.

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 shall provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. In the event that the transfer station and/or landfill proposed for use by the Contractor does 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 and attached to this Contract is hereby incorporated by reference (the "Form"). 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 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.

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 will all agency and code requirements applicable to the Work.

Section 21.02 Employment and Payment

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 shall be 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 shall comply with the Civil Rights Act of 1964, 42, U.S.C. Sec. 2000 et seq. (1981), as amended. Each Contractor shall 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 shall 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 shall 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 shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

   e. Subcontractors. Each Contractor shall agree 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, shall 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 shall 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 hereby 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 shall assume 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 resolutions passed by the Board of Commissioners of the Public Building Commission of Chicago on February 11, 1992 and August 9, 1994 concerning participation of Minority Business Enterprises, Women Business Enterprises, and residency requirements, respectively, for contracts awarded by the Commission.

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

Section 21.03 Chicago Residents As Employees

1. Policy and Terms

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

   b. The Contractor agrees to ensure that in the aggregated hours of Work to be performed by the Contractor and site Work subcontractors under this contract: at least fifty (50%) percent of the on-site worker hours shall be performed by actual residents of the City of Chicago. This minimal percentage level of Chicagoans as laborers and skilled trade Workers shall not be understood as limiting or determining the fuller utilization of Chicagoans beyond this numerical level, but are intended instead as a minimum requirement 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 shall be considered if the Contractor has unsuccessfully solicited a sufficient number of residents of the City of Chicago to perform the Work and has documented such effort to the satisfaction of the Commission. In addition, a Contractor seeking a waiver or reduction shall provide timely notice of the need for qualified residents of the City of Chicago to an appropriate source of referrals, which source shall be entitled to comment on any waiver or reduction application.

2. Definitions

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

3. Compliance and Reporting

a. The Contractor shall provide for the maintenance of adequate employee residency records to document that actual Chicago residents are employed on the project. The Contractor (and Subcontractors) shall maintain copies of personnel documents supportive of every Chicago employee's record of actual residence.

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

c. Full access to the Contractor's and Subcontractors' employment records shall be granted to the Commission or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant personnel data for a period of at least three (3) years after final 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 actual Chicago residents shall not suffice to replace the actual, verified achievement of the requirement concerning the worker hours performed by actual Chicago residents.

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

c. Liquidated damages, if any, will be calculated when work is 50% completed 75% completed and 90% completed upon submission of the Contractor’s pay request reflecting percentage of completion, together with all attendant certified payrolls, schedules of values, lien releases and other required documentation of minority and women business participation. 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.

5. Nothing herein provided shall 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 shall 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 shall 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 shall be given to veterans of the Vietnam era 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

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 shall or shall not be included in the work of any particular trade, the Contractor shall 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

To the extent permitted by law, this Contract shall be subject to all provisions of the "Steel Products Procurement Act," 30ILCS 565/1 *et seq*. as it may be amended from time to time. Steel products issued or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States. For purposes of this Section, "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel-making process. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and will subject violators to a fine of the greater of $5,000 or the payment price received as a result of such violation.

Section 21.07 Inspector General

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

2. All Contractors shall inform their respective subcontractors of this provision and require compliance herewith.

Section 21.08 Covenant against Contingent Fees

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, in 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.

Section 21.09 Taxes

1. The Contractor shall 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 shall 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 E9978-1506-04 and the Federal Tax Exemption Identification Number is #36-6009523.

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, shall 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 shall only be an approval of its adequacy for the Work, and shall 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

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 shall have any personal interest, direct or indirect, in this Contract. Each Contractor shall covenant 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 shall acquire no interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Work hereunder. Each Contractor shall further covenant that in the performance of this Contract, no person having any such interest shall be employed. Each Contractor shall agree that if the Commission determines that any of a Contractor's work for others conflicts with the Work, that Contractor shall terminate such other services immediately upon request of the Commission.

Section 21.12 Governmental Ethics Ordinance

1. Each Contractor shall comply with Chapter 2-156 of the Municipal Code of Chicago, Governmental Ethics, including but not limited to Section 2-156-120 of that chapter pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any Commission contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

2. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section shall be voidable.

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

The Contractor is required to submit a fully executed Disclosure of Retained Parties within five (5) days of Notice of Award. 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, shall comply with Section 2-92-320 of the Municipal Code of Chicago as follows:

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

        (1) 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

(2) 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

(3) 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 shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

3. Ineligibility under this section shall continue for three 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 shall 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 City 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 City 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) shall 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 City 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 ten percent (10%) or more percentage 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 twenty percent interest in Contractor, and an individual or entity has a fifty percent or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent 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 shall assess an eight percent penalty. This penalty shall 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 shall apply only for purposes of comparing bid amounts and shall not affect the amount of any contract payment.

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

Section 21.18 Local Business Preference

The following provision shall apply for Projects funded by the City:

1. Since the cost of doing business is higher for firms located in the City of Chicago due to higher taxes and other operating expenses, and the City of Chicago benefits from the presence of those firms in the City, the Commission applies a Local Business Preference to bids on projects funded by the City of Chicago. To be considered a local business, a firm must:

    - be located within the corporate limits of the City of Chicago,
    - have the majority of its regular, full-time work force located within the City of Chicago, and
    - be subject to City of Chicago taxes.

2. For City-funded projects, a contract in the amount of the total Base Bid will be awarded to the responsible local business submitting the lowest Award Criteria Figure, provided that the Award Criteria Figure does not exceed the lowest Award Criteria Figure submitted by a responsible non-local business by more than two percent (2%).

3. If the Bidder is a joint venture, the joint venture shall be considered a local business if:

    - all partners to the joint venture are Local Businesses, or
    - one of the partners to the joint venture is a Local Business and holds at least a fifty percent (50%) interest in the joint venture.

4. A local business has a fifty percent (50%) interest in the joint venture only if it holds subcontracts equal to fifty percent (50%) or more of the amount of the bid. Joint venture bidders shall submit information and documentation (including, but not limited to, the joint venture agreement and subcontracts) with their bids to establish their eligibility for the Local Business Preference.

5. Each Bidder seeking classification as a Local Business must complete and sign the Affidavit of Local Business and shall submit documentation to support the assertions in the affidavit. The following documentation must be included with the affidavit:

    - a copy of the current City of Chicago Business license issued to the Bidder by the City of Chicago for the Bidder's address within the corporate limits of the city of Chicago.

6. The Commission's determination of a bidder's eligibility for the Local Business Preference shall be final.

ARTICLE 22. MISCELLANEOUS

Section 22.01 Counterparts

This Contract is 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

This Contract is governed in accordance with the State of Illinois without regard to choice of law principles. The Contractor hereby 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

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 judgement rendered thereby from which no appeal has been taken or is available. The Contractor shall 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 shall 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

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 other third parties.

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 indicted in Book 2.

2. Notices delivered by mail are deemed effective three (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. Remedial Program for Utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Firms.

    a. The Board of Commissioners (the "Board") of the Public Building Commission of Chicago (the "Commission") has adopted a Remedial Program for Utilization of MBE and WBE firms (the "Program") as a means of providing open access to the award of Commission Contracts and remedying the effects of historical discrimination which have placed such firms at a competitive disadvantage. The Program includes goals for participation of MBE and WBE firms, and the Bidder's utilization of such firms is considered further evidence of responsibility to perform this Contract.

    b. The purpose of this Special Condition is to describe the requirements of the Program including the MBE and WBE goals that have been established for this Contract and certain administrative and procedural provisions. Bidders are required to submit information specifying the percentage of the Contract that will be performed by MBE and WBE firms on the Schedules included in the bid documents.

2. 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 agrees that it shall 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 of this Contract.

b. The Contractor also agrees to take affirmative action to ensure that MBE and WBE firms shall have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

3. Definitions

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

(1) "Affiliate" means a person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the person or entity specified.

(2) "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially-useful function other than acting as a conduit between his/her supplier and his/her customer.

(3) "Certification" or "Certified" means written evidence of approval of the status of a firm as an MBE or WBE issued by public agencies or private organizations having established criteria and procedures approved by the Executive Director, such as the City of Chicago, Chicago Board of Education, the Chicago Transit Authority, the Chicago Minority Business Development Council, the County of Cook, the Illinois Department of Transportation, the Central Management Service of the State of Illinois, METRA, the Metropolitan Water Reclamation District, and the Women's Business Development Center.

(4) "Construction Contract" means a contract for the demolition, repair, alteration, renovation, rehabilitation, or construction of any building, structure, or improvement.

(5) "Contract" means any contract or purchase agreement awarded by the Commission which is to be paid from funds belonging to or administered by the Commission, regardless of source.

(6) "Contractor" means any person (or business entity) that shall enter into a Contract or purchase agreement with the Commission, and includes all partners and all joint venturers of such person or business entity.

(7) "Direct Participation" means subcontracting a portion of the goods/services specifically required under this Contract.

(8) "Established Business" means a business entity which, regardless of the racial or ethnic origins or gender of its owners, by virtue of its size and capacity for competing in the

markets in which it operates, does not need to be a participant in the Program in order to effectuate the purposes of the Program as determined by the Executive Director. As of September 2000, a business entity shall be presumed to be an Established Business if the business entity and its Affiliates have had annual average gross receipts in excess of $27 million over the previous three fiscal years.

(9) "Executive Director" means the person employed by the Commission as the Executive Director or the duly designated representative as appointed in writing.

(10) "Indirect Participation" is the subcontracting of goods and/or services not specifically related to the performance of this Contract.

(11) "Joint venture" means an association of two or more businesses formed to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skills and knowledge.

(12) "Local Business" means a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry, or Will in the State of Illinois (the "six-county region") which has the majority of its regular, full-time Work force located within the six-county region.

(13) "Minority group" means any of the following racial or ethnic groups:

a) African-American or Blacks (persons having origins in any of the Black racial groups of Africa).

b) Hispanics (persons of Spanish culture with origins in Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands, regardless of race).

c) Native American (persons who are Native Americans by virtue of tribal association).

d) Asian-Pacific (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent).

e) Other groups or other individuals found by the Commission to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(14) "Minority-owned business enterprise" or "MBE" means a Local Business which is at least fifty-one percent (51%) owned by one or more members of one or more minority groups, or, in the case of a publicly-held corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more members of one or more minority groups, whose management and daily business operations are controlled by one or more members of one or more minority groups, and which is not an Established Business.

(15) "Owned" means having all of the customary incidents of ownership, including the right of disposition, and sharing in all risks and profits commensurate with the degree of ownership interest.

(16) "Regular Dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of this Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in

its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

(17) "Specialty" means the type of service or business most reflective of area of the expertise as indicated on each MBE or WBE firm's certification letter. Credit toward MBE or WBE goals shall be limited to MBE or WBE firms performing Work within their Specialty. NOTE: The Commission makes no representation regarding the ability of any of MBE or WBE to perform Work within its Specialty. It is the responsibility of the Contractor to determine the capability and capacity of MBE and WBE firms to satisfactorily perform the proposed Work.

(18) "Subcontractor or Supplier" means a firm that enters into a contract with a contractor selected by the Public Building Commission to provide goods or perform services pursuant to a contract with the selected Bidder and the Commission.

(19) "Women-owned business enterprise" or "WBE" means a Local Business which is at least fifty-one percent (51%) owned by one or more women, or, in the case of publicly held corporations, fifty-one percent (51%) of the stock of which is owned by one or more women, whose management and daily business operations are controlled by one or more women, and which is not an Established Business.

4. Participation Goals

a. Goals for participation by certified MBE and WBE firms for this Contract shall be not less than the following percentages:

MBE GOAL	**25%**
WBE GOAL	**5%**

b. Each Bidder's commitment to utilization of certified MBE and WBE firms shall be considered as further evidence of the responsibility of the Bidder. For purposes of evaluating bid responsibility, the MBE/WBE participation goals shall be percentages of the Base Bid. However, MBE/WBE participation goals shall also apply to Work performed pursuant to a Change Order in excess of fifty thousand ($50,000.00) dollars or ten (10%) percent of the Base Contract Price if the type of Work to be performed under the Change Order is listed on the Bidder's Schedule D.

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

5. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization shall be determined for purposes of this Contract as follows:

a. The total dollar value of a Contract awarded to a certified MBE or WBE firm shall be credited to such participation. However, the Executive Director reserves the right to review the actual extent of participation as it relates to Work performed on a case-by-case basis. Only certified minority business participation may be counted toward MBE participation, and only certified women business participation may be counted toward WBE participation.

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

c. In a firm owned and controlled by both minority males and minority females, if the minority females own and control fifty-one percent (51%) or more of the business, then the total dollar value of a contract with such firm may be counted toward either MBE participation or WBE participation, but not both. If the minority females, however, own and control less than fifty-one percent (51%) of the firm, then the firm's participation may be counted only toward MBE utilization.

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 in proportion to the MBE or WBE ownership percentage.

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

(3) Actually performs (with its own forces utilizing its own equipment) Work equal to at least 50% of the value of its ownership of the joint venture (i.e. MBE or WBE is proposed as a 25% venturer on a $1,000,000.00 subcontract the MBE or WBE must in addition to its other joint venture duties perform Work equal to at least $125,000 or 50% of 25% of $1,000,000).

e. The Executive Director reserves the right to deny or limit MBE/WBE credit to the Contractor where any MBE or WBE may be found engaged in substantial subcontracting or apparent pass through activities with other companies. Therefore, Contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially-useful function in the Work of the Contract. A firm is considered to perform a commercially-useful function when it is responsible for performance 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 shall evaluate the amount of Work subcontracted, industry practices, and other relevant factors.

f. Each MBE/WBE shall be expected to actually substantially perform the Work through use of its own employees and equipment when providing goods or performing a service.

g. Consistent with normal industry practices, a MBE or WBE 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 shall be rebuttably presumed not to be performing a commercially-useful function.

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

i. 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.

j. A Contractor may count toward its MBE or WBE goal sixty percent (60%) of its expenditures for materials and supplies required under this Contract and obtained from a MBE or WBE Regular Dealer, and one hundred percent (100%) of such expenditures to a MBE or WBE manufacturer. Brokers and packagers shall not be regarded as manufacturers or Regular Dealers within the meaning of this section.

k. A Contractor may count toward its MBE or WBE goal the following expenditures to MBE or WBE firms that are not manufacturers or Regular Dealers:

(1) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of this Contract, provided that the fee or commission is determined by the Executive Director to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of materials and supplies required on a Site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a Regular Dealer in the materials and supplies provided that the fee is determined by the Executive Director to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of this Contract, provided that the fee or commission is determined by the Executive Director to be reasonable and not excessive as compared with fees customarily allowed for similar services.

l. Contractor may count certified MBEs or WBEs by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business. (For example, accountant services, attorney services, office supplies, etc.) However, any claimed indirect MBE and WBE participation shall be based on charges which are documented as attributable to this specific Project. No charges attributable to Contractor's general overhead or to any combination of Commission projects may be assigned or allocated as indirect MBE or WBE participation in this project.

m. The participation of MBEs and WBEs who have been certified as brokers are not eligible for MBE/WBE credit on this Contract.

6. 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 within such extended period as may be determined by the Commission in its sole discretion:

(1) Evidence of Certification. A copy of each proposed MBE and WBE firm’s letter of Certification from the certifying agency must be submitted. The MBE or WBE firm’s scope of Work must conform to the Specialty listed in Schedule C and Schedule D.

(2) Schedule B: Joint Venture Affidavit. Where the Bidder’s MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant on any

tier, the Bidder must submit a "Schedule B: Joint Venture Affidavit" 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. In order to demonstrate the MBE or WBE participant's share in ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement should include specific details related to: (1) the contributions of capital and equipment; (2) Work items to be performed by the MBE or WBE firm's own forces; (3) Work items to be performed under the supervision of the MBE or WBE participant; and (4) the commitment of management, supervisory and operational personnel employed by the MBE or WBE to be dedicated to the performance of the Contract.

(3) Schedule C: Letter of Intent to Perform as a Subcontractor, Sub-consultant, 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. If any fully complete and executed Schedule C is not or cannot be submitted with the Bid, it must be submitted not later than five (5) business days after bid opening and, in any event, prior to Contract award. Contractor must attach copy of letter of certification to Schedule C.

(4) Schedule D: Affidavit of Prime Contractor Regarding MBE/WBE Participation. The Bidder must submit with its Bid a completed Schedule D committing to the utilization and specific dollar amount of participation by each listed MBE and WBE firm. The total dollar commitment to proposed MBE firms must be at least equal to the MBE goal, and the total dollar commitment to proposed WBE firms must be at least equal to the WBE goal, unless the Bidder submits a request for a waiver of participation by MBE/WBE firms (See procedures in Section 23.01.8 "Request for Waiver" hereof) and the waiver is approved by the Commission after the bid opening. Bidders are responsible for calculating the dollar equivalent of MBE and WBE utilization as percentages of the Base Bid.

b. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

7. Evaluation of Bid Proposals

a. During the period between bid opening and Contract award, the submitted documentation will be evaluated by the Executive Director. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or duly authorized 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 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 sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal and/or Contractor failed to submit such further information within the time frame requested by the Executive Director, or that false statements were made in the Schedules.

b. The Executive Director shall have the discretion to apply appropriate remedies against any Bidder who fails to comply with these requirements. Appropriate remedies may include but not be limited to rejection of Bidder's bid submittal and the suspension of the Bidder's eligibility to

participate in future contract opportunities with the Commission for a period determine by the Commission.

c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Executive Director whenever the best interests of the Commission are served. 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 below in Section 23.01.9 "WBE and/or MBE Substitutions" should be followed.

8. 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 must include a written request for waiver which demonstrates the good faith efforts to achieve participation with the MBE/WBE goals. (See Request for Waiver form.) A request for waiver shall set forth the Bidder's reasons for requesting a waiver together with supporting documentation and may include, but is not limited to, the following:

(1) Solicitation of either subcontractors or joint venture partners of a reasonable number of Certified MBE/WBE firms to perform any direct work identified or related to the advertised bid. Direct participation involves subcontracting a portion of the work, materials, supplies, or services specifically required in the bid. Documentation must include:

a) Names, addresses, and telephone numbers of Certified MBE/WBE firms solicited;

b) Date and time of contact;

c) Method of contact (written, telephone, transmittal of facsimile documents, etc.).

(2) A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to Certified MBE/WBE firms.

(3) Copies of letters or any other evidence that substantiates outreach to MBE/WBE firms that include:

a) Project identification and location;

b) Classification of work items for which quotations were sought;

c) Date, time, and location for acceptance of subcontractor bid proposals.

(4) Detailed summary of direct negotiations with appropriate Certified MBE/WBE firms for specified portions of the work which indicates why negotiations were unsuccessful and shall include, at a minimum:

a) The names, addresses, and telephone numbers of MBE/WBE firms that were contacted;

b) A description of the information provided to MBE/WBE firms that were contacted;

c) A description of the information provided to MBE/WBE firms regarding the plans and specifications for portions of the work to be performed; and

d) A detailed statement of the reasons why additional prospective agreements with MBE/WBE firms, if needed to meet the stated goal, were not reached in spite of negotiations.

(5) Affidavit that good faith efforts were used in choosing subcontracting opportunities likely to achieve MBE/WBE goals, that no limiting conditions were imposed on potential MBE/WBE subcontractors which were not mandatory for all subcontractors, and that MBE/WBE subcontractors were not denied the benefits ordinarily conferred for the type of work that was solicited.

b. If the Bidder's request for a waiver is based on the excessive cost of MBE/WBE subcontractor participation, that is a subcontractor bid or proposal exceeds the average price quoted by other subcontractors for similar work, materials, supplies, or services by more than 20%, the Bidder must provide the following information:

(1) A detailed description of the work identified for MBE/WBE participation for which the Bidder asserts the MBE/WBE quote(s) were greater than 20% of the average price quoted for the work, materials, supplies, or services solicited.

(2) A list of all potential subcontractors contacted for a quotation on that work item.

(3) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

(4) Other documentation that demonstrates to the satisfaction of the Executive Director that the MBE/WBE proposals are excessively costly, even though not in excess of 20% of the average price quoted. This determination will be based on factors that include, but are not limited to, the following:

a) The Commission's estimate for the work under a specific subcontract;

b) The Bidder's own estimate for the work under the subcontract;

c) An average of the bona fide prices quoted for the subcontract;

d) Demonstrated increase in other contract costs as a result of subcontracting to the MBE/WBE firm.

c. As to each MBE and/or WBE contacted but which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.

d. Every waiver and/or reduction request must include evidence that the Bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE community.

e. If the Bidder is a distributor of manufacturer where it can be shown that the opportunity for MBE/WBE participation does not exist in work under this contract, efforts shall include, but are not limited to, research into the potential use of MBE/WBE firms in the roles of sub-supplier, transport, engineering, distribution, or any other roles contributing to production, delivery, and installation as specified in the contract. Information must be submitted stating the reasons, based

on research, why MBE and/or WBE participation will not be practically possible to the extent of the contract's goal.

f. Any other document or statement that the Bidder deems relevant to the consideration of the waiver request.

g. If the lowest responsible Bidder submits a request for a waiver, such Bidder may, at the discretion of the Executive Director, be given a cure period of five (5) business days. During the cure period, Bidder must contact the Commission's designated representative who will assist Bidder in identifying MBE/WBE firms to consider for subcontracting or supply opportunities with the intent to secure the level of MBE/WBE goals established by the Commission. After the cure period has lapsed and the Bidder continues to request a waiver, the Executive Director, after review and evaluation of the documents provided by the Bidder, may grant a waiver upon determination that: (a) sufficient qualified MBE/WBE firms capable of providing the goods or services required by the Contract are unavailable despite the good faith efforts of the Bidder or (b) the Bidder is the sole source for Work to be performed under the Contract; or (c) the price(s) quoted by potential MBE/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; or (d) the Executive Director determines it to be in the best interests of the Commission.

9. WBE and/or MBE Substitutions

a. After submitting executed Letters of Intent (Schedule C's) to the Commission and upon award of a contract, the Contractor shall thereafter neither terminate the MBE or WBE subcontract, nor reduce the scope of the Work to be performed by the MBE or WBE firm, nor decrease the price to the MBE or WBE firm, without in each instance receiving the prior written approval of the Executive Director. If it becomes necessary to substitute a new MBE and/or WBE to fulfill the Contractor's MBE and/or WBE commitments, the Executive Director must be given reasons justifying the release of prior specific MBE and/or WBE commitments established in the Contractor's bid proposal in order to review the propriety of the proposed substitution.

b. The Contractor must notify the Commission Representative and the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE and/or WBE subcontract and propose a substitute firm for some phase of Work. The Contractor's notification must include the name, address, and principal official of any proposed substitute MBE and/or WBE firm and the dollar value and scope of Work of the proposed subcontract. Attached should be all of the same MBE/WBE schedules, affidavits, documents, and Letter of Intent which are required of Bidders as enumerated under Section 23.01.6 "Submission of Bid Proposals."

c. In addition, each subcontract between the Bidder and any MBE or WBE firm performing Work on the Contract shall include remedies for non-compliance with the commitment to MBE and WBE participation, including an agreement to pay damages to the MBE and WBE firms which were underutilized. The unexcused reduction of MBE or WBE participation in connection with the Contract (including any modification thereof) shall entitle the affected MBE and WBE firms to payments pursuant to such agreement. Such provisions shall include an undertaking by the Contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than the Commission, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing MBE or WBE. Nothing herein shall be construed to limit the rights of and remedies available to the Commission.

10. Reporting and Record-Keeping Requirements

a. The Contractor, within five (5) Days of Contract award, shall execute a formal subcontract or purchase order in compliance with the terms of the Contractor's bid proposal and MBE/WBE assurances, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the Contract, the Contractor shall submit partial and final 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 shall 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 voucher ("Summary of Estimate"), which reflects the current status of cumulative and projected payments to MBE and WBE firms.

b. The Contractor shall 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, and retain such records for a period of at least three (3) years after Final Completion and Acceptance of the Work. Full access to such records shall be granted to the Commission and/or its designees, on five (5) 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. Non-compliance and Liquidated Damages

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 Minority Business Enterprise or Women Business Enterprise terms of this Contract or failure to use MBE and WBE firms as stated in the Contractor's assurances constitutes a material breach of this Contract, and may lead to the suspension or termination of this Contract in part or in whole, disqualification from entering into future contracting arrangements with the Commission, and criminal liability. In some cases, monthly progress payments may be withheld until corrective action is taken.

b. When the Contract is completed, in the event that 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 thereby 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. Therefore, in case of such non-compliance, the Commission will deduct from the Contract, as liquidated damages, cumulative amounts computed on the basis of one (1%) percent of the adjusted Contract Price, for each one (1%) percent (or fraction thereof) deficiency toward the MBE goal or WBE goal.

c. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request together with all attendant certified payrolls, schedules of values, lien releases and other required documentation of minority and women business participation. 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.

ARTICLE 24. PROJECT FORMS

The attached Forms, Exhibits "A" through "T" are to be used, completed, and executed by the party whose signature is called for thereon:

Exhibit A Contractor's Sworn Statement and Affidavit for Partial Payment

Exhibit B Contractor's Waiver of Lien for Partial Payment

Exhibit C Subcontractor's Sworn Statement and Affidavit for Partial Payment

Exhibit D Subcontractor's Waiver of Lien for Partial Payment

Exhibit E Supplier's Waiver of Lien for Partial Payment

Exhibit F Contractor's Sworn Statement and Affidavit for Final Payment

Exhibit G Contractor's Final Release and Waiver of Lien

Exhibit H Release by Contractor

Exhibit I Subcontractor's Sworn Statement and Affidavit for Final Payment

Exhibit J Subcontractor's Final Release and Waiver of Lien

Exhibit K Release by Subcontractor

Exhibit L Supplier's Final Release and Waiver of Lien

Exhibit M Release by Supplier

Exhibit N Payment Request Form

Exhibit O Contractor’s Payroll Record

Exhibit P Contractor’s Recapitulation of Minority and Female Worker Hours and Percentages

Exhibit Q Request for Substitution Form

Exhibit R Status Report of MBE/WBE (Sub) Contract Payments

Exhibit S Certificate of Architect - Engineer

Exhibit T Guarantee Form

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT A
CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT
(1 of 3)

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

The affiant, being first duly sworn on oath, deposes and says that he/she is _____ of _____, an _____ corporation, and duly authorized to make this Affidavit in behalf of said corporation and for him/herself individually; that he/she is well acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No _____ dated the _____ day of _____, 20_____, for (describe nature of work)

for (designate Project and Location)

- that the following statements are made for the purpose of procuring a partial payment of

  $_____

  under the terms of said Contract;
- that the work for which payment is requested 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 purposes 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 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:

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE

EXHIBIT A

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of 3)

PUBLIC BUILDING COMMISSION OF CHICAGO

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT A

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (3 of 3)

AMOUNT OF ORIGINAL CONTRACT	$	**TOTAL AMOUNT REQUESTED**	$
EXTRAS TO CONTRACT	$	**LESS % RETAINED**	$
TOTAL CONTRACT AND EXTRAS	$	**NET AMOUNT EARNED**	$
CREDITS TO CONTRACT	$	**AMOUNT OF PREVIOUS PAYMENTS**	$
ADJUSTED CONTRACT PRICE	$	**AMOUNT DUE THIS PAYMENT**	$
	$	**BALANCE TO COMPLETE**	$

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 amount of the payments applied for are justified.
- That the Waivers of Lien are 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; and
- 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 nor 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, 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 shall 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 a reasonable attorney's fee.

_____
(To be signed by the President or a Vice President)

_____
(Typed name of above signature)

Subscribed and sworn to before me this _____ day of _____, 20_____

_____
Notary Public
My Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT B
CONTRACTOR'S WAIVER OF LIEN FOR PARTIAL PAYMENT

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)

NOW, THEREFORE, KNOW YE, 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 whereof is hereby acknowledged, the undersigned does hereby waive 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 WHEREOF, 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

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT C
SUBCONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT
(1 of 3)

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

The affiant, being first duly sworn on oath, deposes and says that he/she is _____ of _____, an _____ corporation, and duly authorized to make this Affidavit in behalf of said corporation and individually and says that he/she is well acquainted with the facts herein set forth; that said corporation is the subcontractor under Contract dated the _____ day of _____ , 20 _____ , with

for the

for (Designate Project and Location)

- that the following statements are made for the purpose of inducing the PUBLIC BUILDING COMMISSION OF CHICAGO to make a partial payment under that certain prime contract known as Contract No _____ with _____ _____ as Contractor dated the _____ day of _____, 20 _____;
- that the work for which payment is requested under said subcontract has been partially completed, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatsoever and in full compliance with said subcontract and with the contract documents of said prime Contract No. _____ , and the requirements of said Owner under them;

- that for the purposes of said subcontract 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 amount of money now due to each of them respectively;
- 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:

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT C

SUBCONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of 3)

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT C

SUBCONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (3 of 3)

These provisions should not be construed as conferring any rights hereunder for the benefit of subcontractors, suppliers, workmen or employees, nor as enlarging or altering the application or effect of existing lien laws.

Subcontractor 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 amount of the payments applied for are justified.
- that the Waivers of Lien submitted herewith by 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; and
- 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.

_____
(To be signed by the President or a Vice President)

_____
(Typed name of above signature)

Subscribed and sworn to before me this _____ day of _____ 20 _____

_____
Notary Public
My Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT D
SUBCONTRACTOR'S WAIVER OF LIEN FOR PARTIAL PAYMENT

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

TO ALL WHOM IT MAY CONCERN:

WHEREAS, _____
an _____ corporation, has been employed by_____
_____ under Subcontract dated the _____day of _____20_____, to

for (Designate Project and Location)

NOW, THEREFORE, KNOW YE, that the undersigned, for and in consideration of a partial payment of

$_____

on the adjusted subcontract price of

$_____

by the said _____,
and other good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned does hereby waive 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 WHEREOF, 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

PUBLIC BUILDING COMMISSION OF CHICAGO
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 whereof is hereby acknowledged, the undersigned does hereby waive 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 WHEREOF, 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 3)

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

PUBLIC BUILDING COMMISSION OF CHICAGO

The affiant, being first duly sworn on oath, deposes and says that he/she is _____ of _____, an _____ corporation, and duly authorized to make this Affidavit in behalf of said corporation, and for himself individually; that he/she is well acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. _____ , dated the _____ day of _____ ,20 _____ , for (describe nature of work)

for (designate Project and Location)

and that the following statements are made for the purpose of procuring the release and payment of

$_____

held by said Owner under the terms of said contract; that the whole of said work 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 purposes of said contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and having 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, 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 to become due and the amount 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:

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT F

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (2 of 3)

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT F

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (3 of 3)

AMOUNT OF ORIGINAL CONTRACT	$	**FINAL ADJUSTED CONTRACT PRICE**	$
EXTRAS TO CONTRACT	$	**LESS**	$
TOTAL CONTRACT AND EXTRAS	$	**NET AMOUNT EARNED**	$
CREDITS TO CONTRACT	$	**AMOUNT OF PREVIOUS PAYMENTS**	$
FINAL ADJUSTED CONTRACT PRICE	$	**AMOUNT DUE THIS PAYMENT**	$

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. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workmen or employees, nor as enlarging or altering the application or effect of existing lien laws.

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 said 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 nor 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 shall 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 a reasonable attorney's fee.

_____
(To be signed by the President or a Vice President)

_____
(Typed name of above signature)

Subscribed and sworn to before me this _____ day of _____20_____

_____
Notary Public
My Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
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)
_____
_____

NOW, THEREFORE, KNOW YE, 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 whereof is hereby acknowledged, the undersigned does hereby waive 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 WHEREOF, 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

PUBLIC BUILDING COMMISSION OF CHICAGO
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 whereof is hereby acknowledged, the undersigned does hereby release and discharge the PUBLIC BUILDING COMMISSION OF CHICAGO, its Commissioners, 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, shall, or may have against the said PUBLIC BUILDING COMMISSION OF CHICAGO, its Commissioners, 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 WHEREOF, 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 SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT
(1 of 3)

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

PUBLIC BUILDING COMMISSION OF CHICAGO

The affiant, being first duly sworn on oath, deposes and says that he/she is _____ of _____ , an _____ corporation, and duly authorized to make this Affidavit in behalf of said corporation, and individually and is well acquainted with the facts herein set forth; that said corporation is the subcontractor under Contract dated the _____ day of _____ , 20 _____ , with

for the

for (Project and Location)

_____

_____

that the following statements are made for the purpose of inducing the PUBLIC BUILDING COMMISSION OF CHICAGO to release and make final payment of moneys held by it, as Owner, under that certain prime contract known as Contract No _____ with , as Contractor, dated the _____ day of _____ , 20 _____;
that the whole of said Work under said Subcontract 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 said Subcontract and with the Contract Documents of Contract No _____ , and the requirements of the Owner under them.

That for the purposes of said subcontract the following persons have been contracted with and have furnished or prepared materials, equipment, supplies, and services for, and having 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, 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 to become due and amount 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:

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT I

SUBCONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (2 of 3)

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT I

SUBCONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (3 of 3)

Subcontractor 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. 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.

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 the Final Waivers of Lien and said Releases; that the Final Waivers of Lien and 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.

_____
(To be signed by the President or a Vice President)

_____
(Typed name of above signature)

Subscribed and sworn to before me this _____ day of _____120_____

_____
Notary Public
My Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT J
SUBCONTRACTOR'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

under Subcontract , dated the day of 20 , to

for (Project and Location)
_____
_____

NOW, THEREFORE, KNOW YE, that the undersigned, for and in consideration of full payment of the final adjusted subcontract price of

$_____

by the said ,
and other good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned does hereby waive 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 WHEREOF, 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

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT K
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 whereof is hereby acknowledged, the undersigned does hereby release and discharge the PUBLIC BUILDING COMMISSION OF CHICAGO, its Commissioners, 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, shall, or may have against the said PUBLIC BUILDING COMMISSION OF CHICAGO, its Commissioners, 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 WHEREOF, 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
SUPPLIER'S FINAL RELEASE AND WAIVER OF LIEN

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

PUBLIC BUILDING COMMISSION OF CHICAGO

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 whereof is hereby acknowledged, the undersigned does hereby waive 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 WHEREOF, 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

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT M
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 whereof is hereby acknowledged, the undersigned does hereby release and discharge the PUBLIC BUILDING COMMISSION OF CHICAGO, its Commissioners, 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, shall, or may have against the said PUBLIC BUILDING COMMISSION OF CHICAGO, its Commissioners, 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 WHEREOF, 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 N
PAYMENT REQUEST FORM
(1 of 4)

Monthly Estimate No _____ Date _____

PUBLIC BUILDING COMMISSION OF CHICAGO

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:								

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT N
PAYMENT REQUEST 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	CONTRACT PRICE	CURRENT ESTIMATE			TOTAL ESTIMATE TO DATE		
			% DONE	AMOUNT		% DONE	AMOUNT	
TOTAL NET DEBIT OR CREDIT:								

EXHIBIT N
STORED MATERIAL (3 of 4)

PUBLIC BUILDING COMMISSION OF CHICAGO

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 N
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

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT O
CONTRACTOR'S PAYROLL RECORD FORM RE-48 (Rev. PW 1982)
(1 of 2)

Sheet _____ of _____

PAYROLL

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															
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			O															
			S															
			O															
			S															
			O															
			S															
			O															
Total No. Hours (Straight & Overtime) this Page																		

Reviewed By: _____ No Work ___ Suspended ___ Completed ___

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT O (2 OF 2)

I, _____,
(Name of Signatory Party)

_____
(Title)
do hereby state:

1. That I pay or supervise the payment of the persons employed by _____on 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT P
CONTRACTOR'S RECAPITULATION OF MINORITY AND FEMALE WORKER HOURS AND PERCENTAGES
(1 of 2)

CONTRACT NO. _____ CONTRACTOR _____
REQUEST NO. _____ JOB SITE _____
DATE _____ COMPLETE _____%

	MALE JOURNEY WORKERS Commitment %			MALE APPRENTICES Commitment %			MALE LABORERS Commitment %		
	WHITE	MINORITY	% MINORITY	WHITE	MINORITY	% MINORITY	WHITE	MINORITY	% MINORITY
TOTAL MONTH									
TOTAL TO DATE									

	FEMALE JOURNEY WORKERS Commitment %		FEMALE APPRENTICES Commitment %		FEMALE LABORERS Commitment %	
	FEMALE	% FEMALE	FEMALE	% FEMALE	FEMALE	% FEMALE
TOTAL MONTH						
TOTAL TO DATE						

CITY RESIDENCY REQUIREMENTS:

	ALL JOURNEY WORKERS AND APPRENTICES Requirement 50%		ALL LABORERS Requirement 50%	
	CITY RESIDENCY	PERCENT	CITY RESIDENCY	PERCENT
TOTAL MONTH				
TOTAL TO DATE				

	ALL JOURNEY WORKERS	ALL APPRENTICES	ALL LABORERS
TOTAL MONTH			
TOTAL TO DATE			

_____
CONTRACTOR'S SIGNATURE

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT P (2 of 2)

CONTRACTOR'S MONTHLY BREAKDOWN OF MALE WORKER HOURS BY ETHNIC GROUP

ETHNIC GROUP	MALE JOURNEY WORKERS		MALE APPRENTICES		MALE LABORERS	
	CITY	NON CITY	CITY	NON CITY	CITY	NON CITY
WHITE						
BLACK (AFRICAN AMERICAN)						
HISPANIC						
ASIAN/PACIFIC						
NATIVE AMERICAN						
OTHER						
TOTAL						

CONTRACTOR'S MONTHLY BREAKDOWN OF FEMALE WORKER HOURS BY ETHNIC GROUP

ETHNIC GROUP	FEMALE JOURNEY WORKERS		FEMALE APPRENTICES		FEMALE LABORERS	
	CITY	NON CITY	CITY	NON CITY	CITY	NON CITY
WHITE						
BLACK (AFRICAN AMERICAN)						
HISPANIC						
ASIAN/PACIFIC						
NATIVE AMERICAN						
OTHER						
TOTAL						

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT Q
REQUEST FOR SUBSTITUTION FORM
(1 of 3)

To: Public Building Commission of Chicago

From:

_____
Name of Contractor

_____
Street Address

_____
City, State and Zip

_____
Phone and Facsimile Number

_____
Name of Person to Contact
Project:

_____
Name of Project

_____
Location of Project

_____
City, State and Zip

_____
Project Number

1. Specification Section and Paragraph Numbers of Product specified:
   _____

   _____

2. Proposed Substitute:

   A. Name and Model Number:
      _____

   B. Description:
      _____

      _____

   C. Attach applicable submittals as required by the referenced specification section *(i.e.*, product data, materials list, shop drawings, samples, design data, test reports, and certificates). Attach shop drawings, to show the effect of the proposed substitution on adjacent components of the work.

   D. Insert numbers of applicable reference standards:
      _____

   E. Attach a color chart, if applicable.

   F. Attach installation instructions.

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT Q
REQUEST FOR SUBSTITUTION FORM (2 of 3)

3. Manufacturer's Reputation: Attach the following:

   A. Evidence of reputation for prompt delivery in the form of references.
   B. Evidence of reputation for efficiency in servicing products in the form of references.

4. Comparison: Attach an itemized comparison of the proposed substitution with product specified.

5. Changes in Work: Attach data relating to changes required in other work to permit use of proposed substitution and changes required in construction schedule.

6. Cost Data: Attach accurate cost data on proposed substitution in comparison with product specified.

7. Previous Installation: Provide the following information on similar projects on which proposed substitution was used. List projects in the locale of the Project primarily and then in other areas that best represent its application on this Project:

Name and Address of Project	Date of Installation	Name, Address, and Phone Number of Architect
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. In making a request for substitution the manufacturer, the installer and the Contractor each represents that:

   A. It has examined the drawings and specifications and has determined that, to the best of his knowledge, the proposed substitution is appropriate for the use intended in the drawings and specifications.
   B. It shall provide the same or better warranty for substitution as for product or method specified.
   C. The product is equal or better in quality and serviceability to the specified item.

9. In making a request for substitution installer and the Contractor each represents that:

   A. It shall coordinate the installation of accepted substitution into the Work, making such changes as may be required for the Work to be complete.
   B. It waive claims for additional costs related to substitution which consequently become apparent.
   C. Costs data is complete and includes related costs under the Contract, but excludes costs under separate contract and the Architect's redesign costs.

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT Q
REQUEST FOR SUBSTITUTION FORM (3 of 3)

D. The substitution meets the requirements of the Contract Documents, regardless of the evidence submitted or any review or independent investigation by the Commission or the Architect.

Name of Manufacturer	Contract Person	Phone Number

Signature of Manufacturer's Authorized Representative _____ Date _____

Name of Installer	Contract Person	Phone Number

Signature of Installer's Authorized Representative _____ Date _____

Name of Contractor	Contract Person	Phone Number

Signature of Contractor's Authorized Representative _____ Date _____

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT R
STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS
(1 of 2)

Name of Project _____ Contract Number _____

Monthly Estimate No. _____ PBCC Project No. _____

Date _____

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I

_____
(Name of Affiant)
am the
_____ and duly authorized representative of
(Title)
_____
(Name of Company)
whose address is
_____

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
TOTALS					

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT R
STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

_____
(Affiant)

_____
(Date)

On this _____ day of _____ 20 _____ ,

before me, _____, the undersigned officer, personally appeared _____ , known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

_____
Notary Public
Commission Expires

(Seal)

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT S
CERTIFICATE OF ARCHITECT - ENGINEER

Date: _____
Project _____

To: Public Building Commission of Chicago

In accordance with Resolution No. _____, adopted by the Public Building Commission of Chicago on _____, relating to the $ _____ Revenue Bonds issued by the Public Building Commission of Chicago for the financing of this project (and all terms used herein shall have the same meaning as in said Resolution), I hereby certify to the Commission and to its Trustee, that:

1. Obligations in the amounts stated herein have been incurred by the Commission and that each item thereof is a proper charge against the Construction Account and has not been paid; and
2. No amount hereby approved for payment upon any contract will, when added to all amounts previously paid upon such contract, exceed 90% of current estimates approved by the Architect - Engineer until the aggregate amount of payments withheld equals 5% of the Contract Price (said retained funds being payable as set forth in said Resolution).

THE CONTRACTOR: _____
_____

FOR: _____
Is now entitled to the sum of: _____

ORIGINAL CONTRACT PRICE	$_____
ADDITIONS	$_____
DEDUCTIONS	$_____
NET ADDITION OR DEDUCTION	$_____
ADJUSTED CONTRACT PRICE	$_____

TOTAL AMOUNT EARNED		$_____
TOTAL RETENTION		$_____
a) Reserve Withheld @ 10% of Total Amount Earned, but Not to Exceed 5% of Contract Price	$ _____	
b) Liens and Other Withholding	$ _____	
c) Liquidated Damages Withheld	$ _____	
TOTAL PAID TO DATE (Include this Payment)		$_____
LESS: AMOUNT PREVIOUSLY PAID		$_____
AMOUNT DUE THIS PAYMENT		**$_____**

_____
Architect - Engineer

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT T
GUARANTEE FORM

I, (name)_____, (title)_____ of (Contractor)_____, herewith guarantee the (description of the work) _____ 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.

_____
Signed

_____
Title

_____
Date