AGREEMENT PS3089 FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This agreement, Number PS3089 (the "Agreement") is entered into and made effective by and between the Pubic Building Commission of Chicago, a municipal corporation organized and operating under the Constitution of the State of Illinois and having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 ("Commission"), and Griggs Mitchell & Alma of IL dba GMA Construction Group, a Limited Liability Company, with offices at 3520 South Morgan Street, Suite 222, Chicago, Illinois 60609 ("Construction Manager").

RECITALS

WHEREAS, the Commission, on behalf of the City Colleges of Chicago, has undertaken the design and construction of an addition and associated work located at the Malcolm X College West Side Learning Center, 4624 West Madison Street, Chicago, Illinois; and

WHEREAS, the Commission requires certain professional construction management services (the "Services") described in this Agreement for the Project; and

WHEREAS, the Commission issued a Request for Proposals dated March 20, 2024 ("RFP"), describing the Services required by the Commission and setting forth the terms and conditions for the performance of the Services; and

WHEREAS, the Construction Manager responded to the RFP and represented to the Commission that the Construction Manager has the knowledge, skill, experience and other resources necessary to provide the Services required by the Agreement for the Project; and

WHEREAS, the Commission, in reliance upon the Construction Manager's representations, desires to retain the Construction Manager under the terms and conditions set forth in this Agreement to provide the Services; and

WHEREAS, the Construction Manager desires to be retained by the Commission to perform the Services;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Commission and Construction Manager (collectively, the "Parties"), the Parties hereby agree as follows:

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February 10, 2025 - PS3089 (N&L) Page 1 of 28

AGREEMENT

ARTICLE 1 - INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated in and made a part of this Agreement.

ARTICLE 2 - DEFINITIONS AND USAGE

Section 2.01 - Definitions. The following words or phrases have the meanings ascribed for the purposes of the Agreement:

- a. Agreement. This Agreement for Construction Management Services, including all attached exhibits, schedules, drawings, documents, and all those exhibits, schedules, documents and/or drawings incorporated by reference, all component parts and all amendments, modifications or revisions made in accordance with the terms hereof.
- b. Amendment. The document signed by the Construction Manager and the Commission which authorized an adjustment in the amount of the Guaranteed Maximum Price (GMP) as hereinafter defined due to an adjustment in the scope of the Work or the Services.
- c. Architect or Architect of Record (AOR). The person or entity retained by the Commission to provide design and engineering services for the Project. The Architect of Record for the Project is Bailey Edward Design, Inc.
- d. Authorized Commission Representative. One or more individuals designated, in writing, by the Executive Director of the Commission to manage the Project on behalf of the Commission.
- e. Change Order. The document signed by the Construction Manager and the Commission which authorized either an alteration or revision in the scope of the Work and/or time for performance of the Work that will be completed within the amount specified in the Guaranteed Maximum Price (GMP) as hereinafter defined.
- f. Commission. The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director and Authorized Commission Representative.
- g. Construction Manager or CM. The person or entity identified above that has been retained by the Commission to perform the Services required by this Agreement.
- h. Contract Documents. All of the documents necessary for the construction of the Project, including, but not limited to, technical specifications, drawings, addenda, bulletins and modifications, which are exhibits to or incorporated by reference within this Agreement.
- i. Cost of the Work. Cost of the Work shall equal the sum of: [Pre-Construction Services,] Cost of Construction, Allowances, CM's Contingency, and Commission's Contingency.
- j. Day or Day(s). Day means all days included in the calendar (Monday-Sunday inclusive of holidays). A Day contains 24 hours.
- k. Deliverables. The documents, in any format (electronic or hard copy), that the Construction Manager is required to provide to the Commission under this Agreement, including, without limitation, estimates, budgets, reports, forms, recommendations, analyses and interpretations.
- I. Estimated Cost of Construction. The estimate of the cost for constructing the Project that is prepared by the Architect of Record, Commission or their consultants, validated by the Construction Manager and used by the Commission and the Construction Manager for purposes of establishing a GMP Initial Proposal.
- m. Final Completion. Final Completion occurs on the date when the Construction Manager has performed all of its obligations under the Agreement, and the Services and Work have been accepted by the Commission. Final payment becomes due and payable on the date of Final Completion and submission by the Construction Manager of all supporting documentation required by this Agreement. The date of Final Completion will be confirmed by a Certificate of Final Completion executed by the Commission and Construction Manager.
- n. Guaranteed Maximum Price (GMP). The Guaranteed Maximum Price is the maximum amount payable to the Construction Manager for the performance of the Services and the Work under the terms and conditions of the Contract Documents, subject to Amendment. The Guaranteed Maximum Price includes any and all costs of the Services and the Work, and any and all fees due to Construction Manager for the performance of the Services, subject to Amendment.
- o. Key Personnel. The job titles and individuals identified on Exhibit D of this Agreement.

February 10, 2025 - PS3089 (N&L) Page 2 of 28

- p. Online Collaboration and Documentation Management (or OCDM). The on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents, reports and processes as directed by the Authorized Commission Representative.
- q. Project. The planning and all related services and construction of an addition and associated work located at Malcolm X College West Side Learning Center, 4624 West Madison Street, Chicago, Illinois.
- r. Project Schedule. The Project Schedule shall include both the Pre-Construction Activities and the Construction Activities. The Project Schedule shall be submitted, reviewed and maintained as provided in Section 4.05 of this Agreement. The Schedule for Construction Activities shall be provided as specified in Article 10 of the Standard Terms and Conditions. References in this Agreement to the Project Schedule shall be deemed to refer to the Baseline Schedule or Target Schedule, as appropriate, and as defined and modified from time to time, in accordance with the Standard Terms and Conditions.
- s. Services. The Services include the duties, responsibilities and tasks that are necessary and appropriate for the provision of construction management services by the Construction Manager to the Commission under the terms and conditions of this Agreement.
- t. Subcontractor. Any person or entity hired or engaged by the Construction Manager pursuant to the terms of this Agreement to provide Services and/or Work required by this Agreement.
- u. Substantial Completion of the Work. Substantial completion of the Work, or of a designated portion of the Work, occurs when the Work is sufficiently complete in accordance with the Contract Documents so that the Commission may occupy or utilize the Work, or the designated portion thereof, for the use for which it is intended. The issuance of a Certificate of Occupancy is a prerequisite for Substantial Completion unless and ONLY IF the Certificate of Occupancy cannot be obtained due to factors beyond the Construction Manager's reasonable control. The date of Substantial Completion for all or any portion of the Work shall be confirmed by a Certificate of Substantial Completion executed by the Commission, Architect and Construction Manager, which shall not be unreasonably withheld by either party.
- v. *User Agency*. The User Agency is the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate, d/b/a City Colleges of Chicago.
- w. Work. 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 2.02 - Usage and Conventions

- a. Captions and Headings. The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit or extend the meaning or scope of any work, clause, paragraph or provision of the Agreement.
- b. The term "include," in all its forms, means "include, without limitation," unless expressly stated otherwise.
- c. Terms of one gender imply the other gender unless the context clearly indicates otherwise. Use of the singular includes the plural, and vice versa.

ARTICLE 3 – RELATIONSHIP OF THE PARTIES

Section 3.01 - Commission's Intent

The intent of the Commission in entering into this Agreement is to secure at-risk construction management services from the Construction Manager. The Parties hereby acknowledge and agree that the Services are at-risk construction management services in that once the (i) Guaranteed Maximum Price has been negotiated and memorialized according to the terms and conditions of this Agreement, (ii) the Notice to Award with Construction has been issued by the Commission to the Construction Manager pursuant to the terms of this Agreement, and (iii) the Notice to Proceed has been issued by the Commission to the Construction Manager pursuant to the terms of this Agreement , any risk or liability for any cost of the Services or the Work in excess of the Guaranteed Maximum Price shall be the responsibility of the Construction Manager unless and until the Guaranteed Maximum Price has been modified by a written Amendment pursuant to the terms of the Agreement.

February 10, 2025 - PS3089 (N&L) Page 3 of 28

Section 3.02 - Relationship Throughout the Project

The Commission and the Construction Manager agree to proceed with the Project on the basis of mutual trust, good faith and fair dealing.

Section 3.03 – Relationship During Pre-Construction Activities

The Construction Manager acknowledges and agrees that with respect to any and all Services performed prior to the issuance of the Notice to Award for Construction ("Pre-Construction Services"), the Construction Manager shall at all times be and perform as a fiduciary to the Commission. The Construction Manager accepts the relationship of trust and confidence established with the Commission through this Agreement and will provide the Commission with the Construction Manager's best skill and judgment in the performance of the Pre-Construction Services. The Construction Manager shall cooperate with the Commission and the Architect in furthering the Commission's interests and use the Construction Manager's best efforts to perform the Pre-Construction Services in a thorough, diligent, expeditious and economical manner consistent with the interests of the Commission.

Section 3.04 - Relationship During Construction

- a. The Commission and the Construction Manager shall perform their obligations with integrity, ensuring, at a minimum, that (i) conflicts of interest shall be avoided or disclosed promptly to the other Party; and (ii) the Parties have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, subcontractors or others from whom they may be liable, to secure preferential treatment.
- b. The Construction Manager shall use its best efforts to furnish construction administration and management services to perform the Work in an expeditious manner consistent with the Contract Documents. The Commission and the Construction Manager will endeavor to promote harmony and cooperation among all participants in the Project.
- c. The Construction Manager is and shall remain as an independent contractor in the performance of the Work, and neither the Construction Manager nor any of its agents or employees shall act on behalf of or in the name of the Commission, except as provided in this Agreement or as authorized, in writing, by the Authorized Commission Representative.

ARTICLE 4 - CONSTRUCTION MANAGER'S OBLIGATIONS

Section 4.01-Performance Standard

The Construction Manager represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. The Construction Manager shall promptly provide notice to the Commission if it identifies any problem or issue that may affect the performance of the Services or the Project. The Construction Manager further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Construction Manager to perform the Services in the manner required by this Agreement. If the Construction Manager fails to comply with its obligations under the Performance Standard of this Agreement, the Construction Manager must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of such failure.

Section 4.02 - Scope of Services

The Construction Manager shall perform the services set forth in Exhibit A – Scope of Services, along with any and all tasks reasonably related to, necessary for the services required by Exhibit A (collectively, the "Services"), all to the reasonable satisfaction of the Commission. Specific obligations of the Construction Manager with respect to certain of the Services are described in more detail as follows:

a. Pre-Construction Services

Commencing with the Notice to Award the Contract issued by the Commission, the Construction Manager shall perform Pre-Construction Services. Such Services shall include advice, consultation with and assistance to the Commission and its Architect of Record and/or Engineer of Record and their Subconsultants ("Professional Service Providers") with respect to scope of the work that can be achieved within the budget and time constraints, existing conditions, site use and improvements, materials, building systems and equipment, construction feasibility, design assist, actions that may minimize the adverse effects of labor and/or material shortages, time requirements for procurement, installation and construction, and issues associated with construction costs, including estimates of alternative design and materials, preliminary budgets and possible economies.

February 10, 2025 - PS3089 (N&L) Page 4 of 28

b. Construction Manager's Review of Design Documents

The Construction Manager will be required to review drawings and specifications prepared by the Architect (the "Design Documents"). The Construction Manager will review the Design Documents for clarity, consistency, constructability and coordination among the trades. The Construction Manager must report to the Commission and the Architect any and all errors and/or omissions, inconsistencies and ambiguities that the Construction Manager discovers in the Design Documents. Regardless of any errors, omissions, inconsistencies or ambiguity in the Design Documents, the Commission will hold the Construction Manager responsible for such costs as would have been avoided if the Construction Manager had performed such obligations if (i) the Construction Manager recognized but failed to report such error and/or omission, inconsistency or ambiguity, or (ii) the Construction Manager failed to recognize such error or omission, inconsistency, or ambiguity due to its negligence or breach of the standards set forth in this agreement for the performance of the Construction Manager's Services, including, but not limited to, the Construction Manager's input with respect to the Construction Documents for the Project. Although the Construction Manager is not required to ascertain whether the Design Documents comply with all pertinent laws, statues, ordinances, codes, rules or regulations, the Construction Manager must report to the Commission and the Architect any instance of non-compliance in the Design Documents discovered by or made known in writing to the Construction Manager. The Construction Manager shall have no liability for any errors, omissions or instances of non-compliance in the Design Documents unless Construction Manager knowingly failed to report an error, omission or instance of non-compliance. The Commission's approval of any of the Design Documents shall in no way serve to relieve the Construction Manager of any of its obligations with respect to such Design Documents under this Agreement.

c. Construction Phase Services

- 1) Performance of Work by the Construction Manager. The Construction Manager may perform a portion of the Work only if (i) bidding produces no responsible, responsive bidder for that portion of the Work, (ii) the lowest responsive, responsible bidder will not execute a Subcontract for the bid portion of the Work, or (iii) the Subcontractor defaults and a pre-qualified replacement cannot be obtained in a timely manner, and (iv) the Commission approves of the Construction Manager's performance of the Work. The Construction Manager must disclose the award of any Work to any person or entity that (i) is a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager, (ii) any stockholder in or management employee of the Construction Manager owns any interest in excess of ten percent (10%) in the aggregate, or (iii) has the right to control the business or affairs of the Construction Manager.
- 2) Guarantees by the Construction Manager. The Construction Manager guarantees all of the Work and each and every part thereof, including, by way of illustration and not limitation, all workmanship, materials, equipment, supplies, services, and facilities that are furnished, produced, fabricated, installed, constructed, or built pursuant to the Contract Documents for the respective periods of time called for by the respective requirements of the Contract Documents, and, if no period is specified, for a period of one (1) year, against defects which, in the opinion of the Architect or Commission, 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 Construction Manager will provide this guarantee to the Commission in writing on a form provided by the Commission or such other form the Construction Manager may propose, and the Commission may approve. The guarantee period will run from and after the date of Substantial Completion of the Work required by the Contract Documents, unless the Contract documents specify a different date for the commencement of the running of the guarantee period. No part of the Work will be deemed by the Commission to be accepted until Substantial Completion of the Work, as evidenced by the Certificate of Substantial Completion executed by the Architect and approved by the Commission.

The Construction Manager agrees as part of this guarantee to repair or remove and replace as directed by the Commission and, at no additional cost to the Commission, all the Work, materials, equipment, supplies, services and facilities which prove defective during the applicable guarantee period and which fail to conform to the Contract Documents; to repair, remove and replace, or pay for as directed by the Commission, at no additional 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 and failure to conform to the Contract Documents. All repairs, removals and replacements must be commenced with ten (10) Days of written notice from the Commission where feasible, and sufficient labor and materials must be furnished to ensure prompt completion thereof. Should the Construction Manager fail to proceed in accordance with the above, the Commission, without further notice to the Construction Manager, may furnish all labor and material necessary for repairs, or removals and replacements, and the Construction Manager agrees to pay the Commission the costs incurred to repair such defective work.

February 10, 2025 - PS3089 (N&L) Page 5 of 28

- 3) Manufacturer's Warranties. The Construction Manager will (i) ensure that all required manufacturers' warranties are assignable, and assigned, to the Commission and/or User Agency, (ii) submit all applicable manufacturers' warranties to the Authorized Commission Representative and (iii) ensure that all warranty forms have been completed in the Commission's and/or User Agency's name and registered with the appropriate manufacturers. Repairs and replacements made by the Construction Manager pursuant to this section will include a Manufacturer's Warranty, if standard with the manufacturer, in addition to the Construction Manager's Warranty.
- Work not in Compliance with the Contract Documents. If the Construction Manager fails to comply with its obligations under the Agreement which results in work that has been completed which is not in compliance with the Agreement, the Construction Manager must perform again at its own expense, all Services required to be re-performed as a direct result of that failure. In the event that any errors and omissions in the Design Documents are reproduced within the bid documents issued by the Construction Manager for the performance of Work, the Commission shall not be liable to the Construction Manager for any costs or delays that may be caused by such errors and omissions if (i) the Construction Manager knew but failed to report such error or omission, or (ii) the Construction Manager negligently failed to recognize such error or omission as set forth in this Agreement. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Construction Manager of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Construction Manager, whether under the Agreement, at law or equity. Notwithstanding anything contained herein, the Commission acknowledges that the Construction Manager is in no way providing professional design services which constitute the practice of architecture or engineering.

Section 4.03 - Guaranteed Maximum Price

Establishment of the GMP. On May 14, 2024, upon a duly approved resolution, the Board of Commissioners of the Commission authorized the Commission to negotiate a Guaranteed Maximum Price ("GMP"). The Construction Manager will be compensated for the performance of the Services on both a fixed fee and cost reimbursement basis that will be established by agreement of the Commission and the Construction Manager according to the terms set forth herein.

Initial GMP. Within thirty (30) Days of receipt of the Notice of Award or at a date mutually extended to by the parties, the Construction Manager shall furnish the Commission with its initial budget for the GMP for the Project to a establish an initial GMP (the "Initial GMP"). The purpose of establishing an initial GMP (the "Initial GMP") is to expedite the commencement of the Services, including but not limited to Preconstruction services and any related Services listed in this Section 4.03. The Initial GMP is subject to the review and approval of the Commission, must be satisfactory in form and substance to the Commission, and shall be adjusted, from time to time, in accordance with the progress of the Preconstruction Services.

Project GMP. The Guaranteed Maximum Price is comprised of various components as outlined further below and of which include: (1) General Conditions; (2) Payment and Performance Bond and Insurance; (3) the Construction Services which includes (1) Preconstruction Services plus (2) the Cost of the Work (Cost of Construction, Commission's Allowances, CM's Contingency, and Commission's Contingency); and (4) the Construction Manager's fee (the "Construction Manager's Fee") which shall be 4.0% of the value of the Construction Services. The sum of these components constitutes the Guaranteed Maximum Price for the Project (the "Project GMP").

Components of the Project GMP

- a. Line Item No. 1 General Conditions. The General Conditions Fee shall be established as the Construction Manager's full fee for General Condition costs as described herein. The Commission shall pay Construction Manager a not-to-exceed fee as referenced in Exhibit C (the "General Conditions") which shall be payable over a period as agreed to by the Commission and the Construction Manager and which shall be made a part of this Agreement.
- b. Line Item No. 2 Payment and Performance Bond and Insurance. The Payment and Performance Bond and Insurance fee (the "Payment and Performance Bond and Insurance Fee") shall be established as the Construction Manager's full fee for the costs of obtaining the Payment and Performance Bond and Insurance for the Project as referenced in Exhibit C. The Commission shall pay Construction Manager a fixed fee for the sum of the Payment and Performance Bond and Insurance Fee which shall be agreed upon by the Parties and be made a part of this Agreement.

c. Line Item No. 3 - Construction Services

1) **Pre-Construction Services (A).** The Pre-Construction Services Fee shall be the Construction Manager's full fee for performing the Pre-Construction Services as described in Exhibit A. Scope of Services. The Commission shall pay Construction Manager a not-to-exceed fee as referenced in Exhibit C (the "Pre-Construction Services Fee") which shall be payable over the term of the Pre-Construction Services, and made a part of this Agreement. The compensation for

February 10, 2025 - PS3089 (N&L) Page 6 of 28

the Pre-Construction Services shall be the Construction Manager's entire compensation for all Pre-Construction Services as agreed upon by the Parties.

Cost of the Work (B). The value of the Cost of the Work shall be the sum of the following components: Cost of Construction, General Requirements, Commission's Allowances, CM's Contingency and Commission's Contingency as described herein and of which value is as referenced in Exhibit C. The proposed Cost of the Work shall include a written statement of the basis of the proposed Cost of the Work, including: (i) a list of the Design Documents, including all addenda thereto, and the conditions of the Subcontracts and bid packages which were used in the preparation of the Cost of the Work proposal, (ii) a list of allowances and statement of their basis, (iii) a list of the clarifications and assumptions made by the Construction Manager in the preparation of the proposal, (iv) the proposed Cost of the Work, including a statement of the estimated costs organized by trade categories, allowances, contingency and other items and fees that comprise the Cost of the Work, and (v) the date of Substantial Completion of the Work upon which the proposed Cost of the Work is based.

a) Cost of Construction

- i. The Cost of Construction shall include General Requirements and any other construction-related cost as approved by the Commission, in writing, and/or via an Amendment to this Agreement.
- ii. The Cost of the Construction shall not include the following:
 - (a) Salaries and other compensation of Construction Manager's personnel stations at the Construction Manager's principal office or offices other than the Project Site, unless identified in Exhibit G. Key Personnel and Construction Manager Billing Rates.
 - (b) Expenses of the Construction Manager's principal office and offices, other than the site office.
 - (c) CM Fee, overhead, and general expenses except as may be set forth in this Agreement or Amendment.
 - (d) The capital expenses of the Construction Manager and the sub-tier subcontractors including interest on capital employed in furtherance of the Work.
 - (e) Costs due to the default or negligence of the Construction Manager or anyone directly or indirectly employed by the Construction Manager, including without limitation, costs for the correction of damaged, defective or non-confirming Work, except as allowed by the Construction Manager's Contingency, disposal and replacement of materials and equipment incorrectly ordered or supplied and repairing to property not forming a part of the Work.
 - (f) Overtime wages or salaries (and fringe benefits related thereto) incurred by the Construction Manager as a result of the Construction Manager's failure to perform the Work in a timely manner in accordance with the Construction Schedule except as allowed by the Construction Manager's Contingency.
 - (g) Costs, other than costs included in Change Orders approved by the Commission, that would cause the Project GMP to be exceeded.
 - (h) Legal, mediation, and arbitration fees and costs from disputes between the Commission and the Construction Manager are NOT reimbursable and are EXCLUDED.
 - (i) Legal, mediation, and arbitration fees and costs from disputes between the Construction Manger any of its trade contractors, subcontractors, or subconsultants are NOT reimbursable and are EXCLUDED.

b) Commission's Allowances

The Commission has established Allowances for various defined and undefined work as needed (the 'Commission's Allowances') which are referenced in Exhibit C. Unused portions of the Commission's Allowances will be returned to the Project's budget and, ultimately, the User Agency.

c) Construction Manager's (CM's) Contingency

The Commission has established a Construction Manager's Contingency (the 'CM's Contingency') to cover costs which are properly reimbursable as a Cost of the Work and of which values are as referenced in Exhibit C, but are not the basis for a Change Order. The Construction Manager shall provide the Commission with an accounting of the charges against the CM's Contingency. Unused portions of the CM's Contingency will be returned to the Project's budget and, ultimately, the User Agency.

February 10, 2025 - PS3089 (N&L) Page 7 of 28

d) Commission's Contingency

The Commission has established a Commission Contingency (the 'Commission's Contingency') to cover owner-directed changes and unforeseen conditions, or other changes as approved by the Commission. Unused portions of the Commission's Contingency will be returned to the Project's budget and, ultimately, the User Agency.

d. Line Item No. 4 - Construction Manager's Fee. The Construction Manager's Fee of a fixed 4% as established pursuant to PBC Board Approval on May 14, 2024, shall be the Construction Manager's entire compensation for the performance of the construction management services as set forth in this Agreement. The Construction Manager's fee shall be payable in installments over the term established for the performance of the Agreement, which schedule shall be agreed upon by the Parties and which shall be made a part of this Agreement.

Section 4.04 - Subcontracts and Subcontractors

- a. Procurement Plan. At a date mutually agreed to by the parties, the Construction Manager shall submit a Procurement Plan to the Commission for the Commission's review and approval. The proposed Procurement Plan must include: (i) the Construction Manger's proposed breakdown of the Work into bid packages, with a clear statement of the scope of Work for each proposed bid package, (ii) the Construction Manger's proposed schedule for the issuance of the bid packages and receipt of bids, which must be wholly coordinated and integrated with the schedules for the meetings of the Commission's Board of Commissioners, completion of the Pre-Construction Services, the Architect's Services, and the performance of the Work through Substantial Completion and Final Completion, (iii) the Construction Manager's plan with respect to the MBE, WBE, EEO, City and Community Hiring goals for each trade bid package, as more fully set forth in Section 4.04(c) below, (iv) the Construction Manager's proposed process for the pre-qualification of contractors for the proposed bid packages, and (vi) the Construction Manager's proposed procedures for public bid openings and otherwise complying with the procurement requirements of the Public Building Commission Act, 50 ILCS20/1 et seg. (the "Act").
- b. Subcontracts. The terms and conditions of the Subcontracts that will be utilized by the Construction Manager in contracting for the performance of the Work required by this Agreement are subject to the review and approval of the Commission. The Subcontracts shall include the terms and conditions required by the Commission as set forth in Book 2, attached hereto and incorporated by reference herein. Subcontracts are to be awarded pursuant to the Act. The Construction Manager may prequalify Subcontractors, subject to approval of the Commission. The Construction Manager shall not prequalify, and therefore shall not award Subcontracts to, any vendor that has been debarred by the City of Chicago, or has otherwise been deemed ineligible to contract with the Commission.

The Construction Manager shall be responsible for the management of the Subcontractors in the performance of their Work. The Commission will communicate with the Construction Manager regarding the Work except that the Commission shall have the right to communicate directly with the Subcontractors as the Commission deems reasonably necessary to address matters such as MBE and WBE issues, direct payments to Subcontractors, lien and surety matters, and other matters where such direct communication may reasonably be required.

The Construction Manager is responsible for all Subcontractor Work and for all acts, failures to act, and negligent omissions in the performance of their work of its subcontractors. For the purposes of this Agreement, the Construction Manager's negligent acts and negligent omissions include those of its Subcontractors to the same extent as if they had been committed by the Construction Manager. Notwithstanding the foregoing, there is no privity between Subcontractors and the Commission. Subcontractors have no rights as third-party beneficiaries under this Agreement. However, all Subcontracts of every tier shall state that the Commission is an intended third-party beneficiary of the Subcontract.

c. MBE/WBE Compliance

- Aspirational Goals for the Project. The Construction Manager shall comply with Exhibit G Special Conditions Regarding Minority Business Enterprise and Women Business Enterprise Participation ("Special Conditions"). For example, in the event the Construction Manager subcontracts with an MBE or WBE firm for the performance of a portion of the Pre-Construction Services, the Construction Manager shall complete and submit Schedule C(s) and D(s) and report the participation by that Subcontractor as required by the Special Conditions. The aspirational goals for MBE/WBE participation for this Project are 30% and 8% respectively.
- 2) Aspirational Goals for Subcontracts. The Commission is relying upon the Construction Manager's knowledge of the marketplace for construction in the greater Chicago area, and the Construction Manager's knowledge of the capacity of certified MBE and WBE subcontractors within that marketplace. The Construction Manager will establish aspirational goals for MBE and WBE participation on each Subcontract that are based upon the capacity for such participation that

February 10, 2025 - PS3089 (N&L) Page 8 of 28

- exists within the particular market for the scope of Work of the Subcontract in question, and that enable the Construction Manager to achieve its Project aspirational goals of 30% MBE participation and 8% WBE participation.
- Minority, Female, Resident and Community Hiring. The Commission is relying on the Construction Manager's knowledge of the market for minority, female, City of Chicago resident and community resident hiring and employment on construction projects in the greater Chicago area. The Construction Manager shall comply with the minority, female, City of Chicago resident and community hiring and employment goals set forth in the Special Conditions and shall incorporate the provisions and/or commitments into Subcontracts to enable the Construction Manager to meet the minority, female, City of Chicago resident and community hiring requirements and commitments of the Special Conditions.
- 4) Illinois Works Jobs Program Act. The Construction Manager understands that it will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 III. Admin. Code Part 680). The Construction Manager will assist the Commission and others to submit a Budget Supplement Form (available on the DCEO website) to the Grantor within ninety (90) days of the execution of a Grant Award (Agreement) for the Project.
 - The Construction Manager understands the goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Construction Manager must ensure compliance for the entire project, and will be required to report on and certify its compliance.
- 5) Reporting on Compliance. The Construction Manager shall provide monthly reports on its compliance with the Project goals, and the compliance by each Subcontractor with its Subcontract goals, as required by the Special Conditions.
- d. Contingent Assignment of Subcontracts. In the event that this Agreement is terminated pursuant to the terms of Section 5.02 hereof, the Construction Manager shall assign each Subcontract to the Commission, subject to the prior rights of any surety. The Commission may accept or reject any such assignment. The Commission's acceptance or rejection of the assignment of a Subcontract shall be in writing.

Section 4.05 – Time of Performance

- a. Commencement of the Services. The Construction Manager shall commence Services upon direction by the Commission. Performance of the Construction Phase Services, and the performance of any Work by any Subcontractor shall commence upon the date set forth in a Notice of Award issued by the Construction Manager, as approved by the Authorized Commission Representative.
- b. Substantial Completion and Final Completion. Unless otherwise agreed upon by the Parties, the Date of Substantial Completion and the Date of Final Completion shall be established by this Agreement which also establishes the Cost of the Work and Project GMP, provided, however, that the date of Substantial Completion shall be no later than November 28, 2025 in accordance with the attached Exhibit B Project Summary Schedule. All Punch List Work must be completed by the date approved by the Commission to ensure the Facility Opening Date. The Date of Final Completion shall be no later than ninety (90) Days after the Date of Substantial Completion. All commissioning requirements shall be met prior to Final Completion in accordance with Book Two, Standard Terms and Conditions.
- c. Schedule of the Work. The Construction Manager shall submit its initial proposed Schedule of the Work with its proposed Initial GMP. The proposed initial Schedule of the Work shall become the Project Schedule upon approval by the Commission, as amended by Change Orders or a cardinal change. The Construction Manager may propose revisions to the Project Schedule upon approval by the Commission, in accordance with Article 10 of the Standard Terms and Conditions. The Commission will provide the Construction Manager with written notice of its approval or rejection of any such proposed revisions, and the Construction Manager shall then promptly submit the Project Schedule including any such approved revisions.
- d. Delays. If the Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the reasonable control of the Construction Manager, the Construction Manager will be entitled to an equitable extension of the Date of Substantial Completion as provided in Article 10 of the Standard Terms and Conditions and an equitable adjustment of the Project GMP as provided in Article 10 of the Standard Terms and Conditions, subject to the limitations set forth in the Standard Terms and Conditions. Examples of causes beyond the reasonable control of the Construction Manager include, but are not limited to: acts or omissions of the Commission or the Architect; changes in the Work or the sequencing of the Work ordered by the Commission; material delays labor disputes not caused by the Construction Manager; fire; encountering Hazardous Materials; adverse weather conditions; concealed or unknown conditions; delay authorized by the Commission pending dispute resolution or suspension by the Commission pursuant to

February 10, 2025 - PS3089 (N&L) Page 9 of 28

Section 5.03 hereof; acts of government, including delays in building permit review and issuance; and those events defined as Force Majeure in Section 7.06 of this Agreement and in the Standard Terms and Conditions. The Construction Manager shall submit any requests for equitable extensions of the Project Schedule in accordance with the provisions of the Standard Terms and Conditions and shall submit requests for equitable adjustments to the Project GMP in accordance with the CPCO requirements of the Standard Terms and Conditions. The Construction Manager shall provide the Commission prompt written notice of any delay after Construction Manager first recognizes such delay.

- e. Monitoring Progress and Costs. The Construction Manager shall furnish monthly reports to the Commission showing the progress of the Work and Cost of the Work. The format, including the information to be included, of any and all such reports is subject to the review and approval of the Commission. At a minimum, such reports shall show variances between actual costs and the GMP, actual progress as compared to the Project Schedule, and include estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met, all in accordance with the Standard Terms and Conditions.
- f. Liquidated Damages at Substantial Completion. The Construction Manager understands that if the Date of Substantial Completion established pursuant to this Agreement, as modified by Change Orders or a Cardinal Change is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Substantial Completion as modified by Change Orders or a Cardinal Change, is not attained, the Commission shall provide the Construction Manager with a written notice of the same, then the Construction Manager shall pay the Commission One Thousand Five-Hundred Dollars (\$1,500.00) per Day as liquidated damages and not as a penalty for each Day Milestones and/or Substantial Completion extend beyond the Milestone Date(s) and/or Date of Substantial Completion, all of which as they have been extended by Change Orders or by a Cardinal Change. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and all other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Substantial Completion.

Section 4.06 – Changes to the Work

- a. Change Orders. Change Orders pertain solely to changes in the Work which do not result in a change to the Project GMP. All Change Orders are subject to the review and approval of the Commission. In the event that a Change Order requires any modification to the Project GMP Fee, such modification shall be accomplished through an Amendment to this Agreement pursuant to Section 8.04 hereof. Any Amendment shall include costs for Bonds and Insurance at the rates agreed upon in Exhibit J or specified in this Agreement. The Construction Manager shall develop and implement policies and procedures with respect to the issuance of Change Orders to Subcontractors, which policies and procedures shall be subject to the review and approval of the Commission.
- b. Field Orders. The Commission may issue a written Field Order in the Work prior to reaching agreement with the Construction Manager regarding any adjustment to the Cost of the Work, Project Schedule, or Project GMP (or any component thereof). The Construction Manager shall negotiate expeditiously and in good faith with the Subcontractor that is to perform the Field Order for any adjustments to the Subcontract price or Subcontract schedule. The Construction Manager shall proceed with the work pursuant to Article 17 of the Standard Terms and Conditions.
- c. Claims. The Construction Manager shall develop and implement policies and procedures for the resolution of claims made by Subcontractors, and such policies and procedures are subject to the review and approval of the Commission. The Construction Manager shall provide prompt notice to the Commission of any claim upon the Construction Manager's first recognition of the conditions giving rise to the claim and maintain a log of such claims which shall be reported monthly to the Commission. The Construction Manager shall address claims promptly, diligently and fairly, acting at all times within the best interests of the Project. In the event that the disposition of a claim requires an adjustment to the Project Schedule or Project GMP (or any component thereof), the Construction Manager and the Commission shall, promptly and in good faith, negotiate and execute an Amendment to this Agreement and, if necessary, a Change Order pursuant to Article 17 of the Standard Terms and Conditions.

Sections 4.07 – Construction Manager's Personnel

a. Key Personnel. The Construction Manager must not reassign or replace Key Personnel without the written consent of the Commission, unless the Key Personnel leaves their employment with the Construction Manager. The Commission may at any time in writing notify the Construction Manager that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement in Exhibit D. Upon receipt of that notice, the Construction Manager must immediately suspend the Key Person or Key Persons from performing Services under this

February 10, 2025 - PS3089 (N&L) Page 10 of 28

Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.

- b. Adequate Staffing. The Construction Manager must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The Construction Manager must include, among its staff, the Key Personnel and positions as identified in the Agreement and specified in Exhibit D. The level of staffing may be revised from time to time by notice in writing from the Construction Manager to the Commission.
- c. Nondiscrimination. In performing this Agreement, the Construction Manager will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Construction Manager certifies that he/she is familiar with, and will 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); 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); 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; the Environmental Barriers Act, 410 ILCS 25/1 et seq.; and the Chicago Human Rights Ordinance Chapter 2-160, Section 2-160-010 et. seq., of the Municipal Code (1990), as amended. The Construction Manager will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above-mentioned laws and regulations.
- d. Employment Procedures; Preferences and Compliance. Salaries of employees of the Construction Manager performing Services under this Agreement will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Construction Manager certifies that he/she is familiar with and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (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). The Construction Manager will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. §276(1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et seq. If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above-mentioned laws and regulations, the Commission may withhold from the Construction Manager, out of payments due to the Construction Manager, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement 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 Construction Manager to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

Student Engagement and Hiring Requirements: The Construction Manager will be required to employ a minimum of two (2) students currently enrolled in City Colleges of Chicago through Substantial Completion, as determined by the Commission. If the CM is signatory with Local Union(s), it will be responsible for sponsorship. If the Construction Manager is not a signatory with any Local Union(s), one of its designated Subcontractors that is signatory with the Local Union(s) will be responsible for sponsorship. The Construction Manager will be required to provide onsite apprenticeship training and coordinate any off offsite training with the applicable Local Union(s).

1) Mission:

Promote growth, empower, train, and support student employment, as required, throughout the duration of the Malcolm X College West Side Learning Center Addition and Renovations Project.

Goal:

Provide employment opportunities for students currently enrolled in the City Colleges of Chicago to participate on the Project, including but not limited to sponsorship into Local Union(s), along with Pre-Construction, Project Management, Scheduling, Estimating, Procurement, Risk Management, and Compliance services.

February 10, 2025 - PS3089 (N&L) Page 11 of 28

Section 4.08 - Records

The Construction Manager must maintain accurate and complete records of any and all costs by the Construction Manager, its consultants and Subcontractors in connection with the Project, the Services and the Work. Such records will be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Construction Manager's offices or field office upon reasonable notice during normal business hours. The Construction Manager must retain all such records in accordance with the requirements of the Local Records Act, 50 ILCS 205/1 et seq., but in no event for any period of less than five (5) years from the Date of Final Completion.

Section 4.09 - Indemnification of the Commission and User Agency

- a. Professional Indemnity. For claims alleging professional negligence, the Construction Manager must defend, indemnify and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the reasonable fees of attorneys, court costs and expert's fees, that may arise out of the Construction Manager's negligent acts, negligent errors and negligent omissions and negligent conduct in the Construction Manager's performance under this agreement or negligent performance of any Subcontractor retained by the Construction Manager in connection with this agreement.
- b. General Indemnity. For all other claims, the Construction Manager must protect, defend, indemnify, hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the reasonable fees of attorneys, court costs and expert's fees, that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Construction Manager's performance under this agreement or any Subcontractor retained by the Construction Manager in connection with this Agreement.
- c. The indemnification obligations provided in this Section will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs, including, without limitation; reasonable attorney fees, liens, judgments, settlements, , professional fees or other reasonable expenses incurred by the Indemnified Party/Parties, including but not limited to reasonable settlement of such claims which result from the Construction Manager or its Subcontractor's performance of the Work in connection with this Agreement. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement, only to the extent allowed by law. For claims subject to the general indemnity, the Construction Manager shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of the Construction Manager even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. The Indemnified Party/Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Construction Manager of its obligations hereunder. Neither party shall be liable for any consequential damages of any kind, whatsoever in connection with this Agreement.

To the extent permissible by law, the Construction Manager waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to the Construction Manager's obligations. Notwithstanding the foregoing, nothing in this Article IV obligates the Construction Manager to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

- d. No Personal Liability of Public Officials or Employees. No official, employee or agent of the Commission or User Agency shall be charged personally by the Construction Manager, or by any Subcontractor or assignee of the Construction Manager, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of the Commission's execution or attempted execution of this Agreement or because of any breach of the Agreement.
- e. "Injury" or "damage" as these words are used in this section will be construed to include, but shall not be limited to, injury or damage consequent upon the failure of or use or misuse by the Construction Manager, its subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items or equipment, whether or not the same be owned, furnished, or loaned by the Indemnified Parties.
- f. The Construction Manager will promptly provide, or cause to be provided, to the Executive Director and Commission's General Counsel copies of such notices as the Construction Manager may receive of any claims, actions, or suits as may be given or filed in connection with the Construction Manager's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder and to give the Indemnified Parties authority, information, and assistance for the defense of any claim or action.

February 10, 2025 - PS3089 (N&L) Page 12 of 28

Section 4.10 – Insurance Maintained by Construction Manager

The Construction Manager will purchase and maintain at all times during the performance of Services, for the benefit of the Commission, the User Agency and the Construction Manager, insurance coverage which will insure the Commission, the User Agency and the Construction Manager against claims and liabilities which could arise out of the performance of such Services, including the insurance coverage set forth in Exhibit J to this Agreement.

Section 4.11 Payment and Performance Bond

- a. The Construction Manager shall furnish to the Commission a payment and performance bond (the "Bond") in substantially the same form as specimen form of bond furnished in Exhibit K to this Agreement at a time required by the Commission. The Bond shall be issued by a surety that is: (i) admitted in the State of Illinois in accordance with the Illinois Public Bond Construction Act (30 ILCS 550/1, et. seq.), and (ii) is approved by the Commission. The penal sum of the Bond shall be 100% of the Initial GMP or the full amount of the initial GMP (as specified in Paragraph 4.03(b). A Bond in the penal sum of 100% of the Project GMP shall be furnished to the Commission with the Amendment fixing the Project GMP that has been executed by the Construction Manager. Any increase in the Project GMP that exceeds 10% in the aggregate shall require a rider to the Bond increasing penal sums accordingly.
- b. The Construction Manager shall keep its surety advised of any changes that may impact the Project GMP and/or Project Schedule. The Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time within the scope of the original Agreement.
- c. Any amendment or change order increasing or decreasing the Project GMP shall include and the Construction Manager shall be reimbursed for additional cost to be incurred for the Bond or the Commission shall be credited for the reduction in costs for the Bond.
- d. The Construction Manager shall also procure Certificates of Insurance as well as Performance and Payment Bonds for each Subcontractor immediately upon award of each Subcontract and further ensure that the Subcontractor's Certificate of Insurance and Performance and Payment Bond is in conformance with Exhibit E of this Agreement.

Section 4.12 - Representation and Covenant by Construction Manager

Neither the Construction Manager nor any affiliate of the Construction Manager shall be listed on any of the following lists maintained by the Office Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment; the Specially Designated Nationals and Blocked Persons List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity means a person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

ARTICLE 5 - RIGHTS AND OBLIGATIONS OF THE COMMISSION

Section 5.01 – Payment for Services

a. Payment Applications. The Commission will promptly pay the Construction Manager for Services performed in accordance with Book 2, Article 16, of the Standard Terms and Conditions and the terms and conditions of this Agreement, but in no event later than 30 days after receipt of a complete Payment Application as described in this Section 5.01. It is the duty of the Construction Manager to effectively manage the Payment Application process and all related paperwork. The Construction Manager is responsible to the Commission for securing and delivering all paperwork required by the Agreement to be submitted with Payment Applications, including Subcontractor, consultant and material supplier lien waivers, certified payrolls, and all other required documents as further specified in the Standard Terms and Conditions. Repeated failure of the Construction Manager to promptly submit its Payment Applications to the Commission, in proper and complete form, will constitute a material breach of this Agreement, and constitute cause for termination. No Payment Application will include payment for Work for which the Construction Manager has not been billed by the applications in such a manner so as not to delay payment to any Subcontractor, material supplier, consultant or service provider whose billing and lien waiver paperwork is complete. All required certified payrolls, trailing lien waivers (when requested by the Commission), and other required

February 10, 2025 - PS3089 (N&L) Page 13 of 28

- paperwork must be submitted with the Payment Application. The Construction Manager's Payment Application will not include any request for payment for work of any Subcontractor, material supplier, consultant, or service provider whose certified payrolls, trailing lien waivers or other payment paperwork is incomplete at the time the Payment Application is submitted.
- b. Schedule of Values. No later than fifteen (15) Days after the Project GMP, the Construction Manager will submit to the Authorized Commission Representative a Schedule of Values, showing values of the Work to be performed by trade contractors, which values shall be modified as Subcontract awards are made, and agreed upon Construction Fee containing such supporting details or other evidence as to its correctness as the Architect and Authorized Commission Representative may require. The Schedule of Values will list the value for each construction activity broken down by materials and labor to be included in the progress schedule. When approved by the Authorized Commission Representative, the Schedule of Values will be used as a basis for certificates of payment unless it is found to be in error.
- c. Invoice Target Date. The Commission will assign an Invoice Target Date to the Construction Manager. Not later than ten (10) Days prior to the Invoice Target Date, the Construction Manager will submit to the Authorized Commission Representative a pencil copy of the application for payment for Work completed through the end of the current month and the monthly progress report required by Article 7 of the Standard Terms and Conditions. Not later than five (5) Days prior to the Invoice Target Date, the pencil copy will be reviewed for approval of the Work completed at the payment review meeting with the Architect and Authorized Commission Representative. Calculation of the Value of Work completed will be made by summarizing the individual values of Work completed as such completion is reported in the monthly progress report reviewed by the Architect for the approval of the Commission. Submission of the monthly progress report five (5) Days prior to the payment review meeting will be a condition precedent to the approval of the Payment Application. The pencil copy of the Payment Application will project completion of Work through the end of the current month.
- d. Sworn Statement. On the Invoice Target Date of each month, the Construction Manager will submit to the Authorized Commission Representative, 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 for which payment has been made by the Commission, if any, have been completely fulfilled and discharged. The affidavit must be 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 Commission Representative may direct. The Construction Manager shall submit form of waiver of lien for partial or progress payment to the Commission for approval. The application for partial payment will conform to approvals made by the Commission Representative at the payment review meeting.
- e. Certified Payrolls. Certified Payrolls for the payment period are to be submitted by the Construction Manager and all Subcontractors working on the Site to the Commission or its designated representative every week. The Commission utilize a Web-based method for electronic submittal of Certified Payrolls. All payrolls must be identified with the Construction Manager or Subcontractor's name and Agreement name and number and must be sequentially numbered. The payroll will be submitted by the Construction Manager and Subcontractor until all Work by the Construction Manager or Subcontractor is completed. If there are periods of no Work by the Construction Manager or a Subcontractor, a payroll labeled "NO WORK" will be submitted. The final payroll will be labeled "FINAL." Certified Payrolls are required to assure EEO compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the Commission. An employee's address should appear every time his/her name appears on the payroll. The Construction Manager 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 the Construction Manager and each Subcontractor reflecting fully the periods of Work covered by the partial payment request.
- f. Payments for Materials Stored On-Site and Off-Site
 - On-Site Materials. Payments for On-Site Stored Material will be made only if the Commission specifically approves, at its sole discretion, such payments. If payments are to be made on account of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site, such payments will be conditioned upon submission by the Construction Manager 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. Payment of stored material on the Project site will be one hundred percent (100%) of a valid invoice less applicable Retainage (as described in Section 5.01(j) when the Construction Manager has provided the following documents:
 - (a) A paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs.

February 10, 2025 - PS3089 (N&L) Page 14 of 28

- (b) A waiver of lien from the supplier for the total amount of the material purchased.
- (c) Inspection tickets for all the material stored.
- 2) Payment for Material Stored Off-Site. Payment for Material Stored Off-Site, if authorized or when approved in writing by the Executive Director and Commission Representative, will be one hundred percent (100%) of a valid invoice less applicable Retainage (as described in Section 5.01(j)) when the Construction Manager has provided documents and complied with the requirements listed below:
 - (a) A paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs.
 - (b) A waiver of lien from the supplier for the total amount of the material purchased.
 - (c) Inspection tickets for all the material stored.
- 3) The Construction Manager must furnish the Commission Representative with a certified statement giving the exact location of the materials or equipment stating that:
 - (a) Such materials are suitably stored and maintained at a bonded, secure and environmentally appropriate location agreed upon and subject to such conditions required or established by the Commission.
 - (b) The Construction Manager has complied with procedures satisfactory to the Executive Director to establish the Commission's title to such materials or otherwise protect the Commission's interest therein, including but not limited to, insurance, storage and transportation to the Project site for such Materials Stored Off-Site, as the Executive Director or Authorized Commission Representative may reasonably require.
 - (c) The materials equipment and associated fabricated components will not be diverted away from the Project.
- 4) The risk of loss will remain with the Construction Manager. The Construction Manager must provide the Authorized Commission Representative with a Certificate of Insurance coverage for the stored material upon which payment is requested. Simultaneously with payment for such material, the Construction Manager must prepare and execute any and all documents required transfer title to the Commission, including without any limitation, any Uniform Commercial Code Documentation necessary to perfect transfer of title. All material and Work covered by payments made will thereupon become the sole property of the Commission.
- g. Documentation Supporting Monthly Payment Applications
 - 1) For the first Payment Applications, the Construction Manager must provide its own Sworn Statement in support of the Payment Application.
 - 2) Prior to final payment and Final Completion and Acceptance of the Work, the Construction Manager must comply with the requirements of Section 5.01(i) below. Unless a written extension is granted by the Commission, the Construction Manager must submit the final Payment Application and waivers consistent with Section 5.01(a). The Construction Manager's failure to do so within the required time period, after a 5 (five) day notice is issued to the Construction Manager to comply is an Event of Default.
- h. Deductions for Uncorrected Work. The Commission reserves the right to, in its sole discretion, deduct the cost of damaged or non-conforming Work from the Project GMP rather than require Construction Manager to repair or replace such damaged or non-conforming Work, but only in the event the Construction Manager has failed to correct the non-conforming Work after receiving 5 (notice) days reasonable notice from the Commission that the Commission will correct the non-confirming Work, and the Construction Manager has failed to commence correcting such non-conforming Work promptly upon receipt of such notice from the Commission.
- i. Certificates of Payment. If the Construction Manager has complied with the requirements of Section 5.01(a), "Payment Applications," the Authorized Commission Representative will issue to the Construction Manager a certificate for such amount as the Authorized Commission Representative determines to be properly due as agreed upon during the payment review meeting during the preceding payment period. The amount for each partial payment will be the total sum of completed Work (including bonds, insurance and fees) less prior partial payments, Retainage, and payments withheld in accordance with the provisions of Section 5.01(k) "Payments Withheld." No certificate issued for payment, nor payment to the Construction Manager, nor partial or entire use of the Work, nor occupancy of the Site by the Commission or the User Agency will be an acceptance of any Work or materials not in accordance with the Contract Documents. Any certificates for payment are for the benefit of the Commission and will not be relied upon by any other party (including any surety or Subcontractor of the Construction Manager) in any action against the Commission, the Architect, or anyone acting on behalf of either of them.

February 10, 2025 - PS3089 (N&L) Page 15 of 28

- j. Retainage: The Commission will retain a percentage of the GMP (including any approved Change Orders) during the progression of the Work. The percentage retained by the Commission will be reduced in relation to the satisfactory completion and acceptance of the work as described in Article 16, Book 2, Standard Terms and Conditions. The amount so retained ("Retainage") will be released to the Construction Manager in accordance with section 5.01(k) below. The Executive Director, at his/her sole discretion, may increase the amount of Retainage withheld if the Executive Director considers the Construction Manager's performance or the progress of the Work to be such that the Commission will likely incur damages, including but not limited to liquidated damages in excess of the amount of Retainage. The Construction Manager must not withhold Retainage from its Subcontractors in excess of the percentage Retainage withheld by the Commission from payments to the Construction Manager and must release Retainage to the Subcontractors under Section 5.01(I) or prompt payment to Subcontractors required by Section 5.01(m).
- k. Payments Withheld. No payments shall be made to the Construction Manager until Certificates of Insurance, the Bond, or other evidence of compliance by the Construction Manager with all the requirements of the Agreement for insurance and bonds have been provided to the Commission. Further, no payments on the basis of Work performed by a Subcontractor shall be paid until: (i) copies of all bonds required and any certificates of insurance required of the Subcontractors by the Agreement have been filed with the Commission, (ii) the Authorized Commission Representative and the Construction Manager agree on a revised amount, and (iii) the Authorized Commission Representative has processed the Payment Application upon approval of the Executive Director in the amount of the submitted Payment Application. The Authorized Commission Representative may decline to process any Payment Application or may rescind in whole or in part any approval previously made to such extent as may be necessary in his/her opinion because of any failure of the Construction Manager to perform any obligation under the Agreement, including but not limited to:
 - The Construction Manager's failure or refusal to provide the Authorized Commission Representative the required Project Schedule for the Work or monthly schedule updates and obtain the Authorized Commission Representative's approval for either as required by the Agreement.
 - The Construction Manager's failure to remedy defective Work within a reasonable time following written notice from the Commission.
 - The Construction Manager's failure to make payments due to Subcontractors, employees, material suppliers, or for labor, materials or equipment, or provide partial lien waivers with Payment Applications for work performed or material or equipment and labor supplied under this Agreement.
 - 4) The Construction Manager's persistent failure to maintain progress of the Work in accordance with Project Schedule, or failure to carry out the Work in accordance with the Agreement as determined by the Commission after 5 days written notice to the Construction Manager.
 - 5) The Construction Manager's refusal to follow city, state, federal, or contract safety and security requirements.
 - 6) The Construction Manager's failure to provide a plan to meet the requirements of the Chicago Residency Ordinance.

The Commission's rights under the Section 5.01(j) are cumulative to any other rights provided under the Agreement.

- Release of Retainage.
 - 1) At 75% Completion of the Project. When the Authorized Commission Representative determines that the Construction Manager has satisfactorily completed 75% of the Project based upon invoice sums approved and due the Construction Manager, Retainage may be reduced to an amount equal to three percent (3%) of the Project GMP, including any approved Change Orders and Amendments.
 - 2) At Project Substantial Completion. When the Project is substantially completed, the Construction Manager must notify the Authorized Commission Representative, in writing, that the Project will be ready for inspection and/or testing on a definite date. Such notice must be given at least seven (7) Days in advance of said date. If the Authorized Commission Representative concurs that that Project will be ready for inspection and/or testing on the date given, the Executive Director and other parties will make such inspection as is convenient for all Parties, but within a reasonable period of time no later than 5 days after notice from the Construction Manager, or sooner if convenient for all parties. Any failure or delay by the Executive Director or by other parties to conduct such inspection shall not result in the imposition of liquidated damages against the Construction Manager. The scheduling of the inspection to determine whether the Project is substantially complete shall not relieve the Construction Manager of its responsibilities under the Agreement. The Construction Manager is required to furnish access for the inspection. If the Executive Director finds that the Work is acceptable under the Agreement and has been fully satisfactorily performed on a timely basis, Retainage may be reduced

February 10, 2025 - PS3089 (N&L) Page 16 of 28

to an amount equal to one percent (1%) of the Project GMP, including any approved Change Orders and Amendments, provided that the Construction Manager has furnished: a) MBE/WBE final lien waivers, MBE/WBE conditional final lien waivers, or an affidavit of the MBE/WBE stating the final amount earned; b) complete Certified Payrolls; c) documentation of the turnover of "as-built" drawings, record shop drawings and product data; d) spare stock of materials, spare parts, accessories, special tools, O & M manuals, guarantees, warranties; and e) all other items required by the Contract Documents or the Authorized Commission Representative.

- 3) At Project Final Completion. The remaining Retainage will be paid when all remaining Work and punch list Work is complete, and the Construction Manager submits to the Authorized Commission Representative a sworn affidavit that states the following:
 - (a) All payrolls, bills for materials and equipment, and all other indebtedness connected with the Work for which the Commission might in any way be responsible, have been paid or otherwise satisfied.
 - (b) The "Construction Manager's Sworn Statement and Affidavit" for final release of Retainage has been provided to the Authorized Commission Representative.
 - (c) All claims made by Subcontractors of any tier, suppliers, and others against the Construction Manager, the Commission, any agents of the Commission, the Executive Director or Authorized Commission Representative have been resolved or a bond in a form acceptable to the Authorized Commission Representative has been provided.
 - (d) "Final Waiver of Lien and Construction Manager's Affidavit" forms for all Subcontractors of any tier have been provided to the Authorized Commission Representative.
 - (e) All warranties and guarantees required by the Agreement have been provided to the Authorized Commission Representative.
 - (f) All warranties and guarantees are in full force and effect.
 - (g) The Construction Manager has provided manufacturers' operating instructions for all equipment, and furnished proof that appropriate training of User Agency personnel has been completed.
 - (h) The surety's written consent signed by its authorized representative, for final payment to be made directly to the Construction Manager, has been provided to the Authorized Commission Representative.
 - (i) The Construction Manager agrees that acceptance of final payment will constitute a general release to the Commission, its representatives, officials and employees of all claims of liability for anything done or furnished or relating to the Work and Services required by the Agreement or for any act or neglect of the Commission or its agents, officials and employees relating to or connected with the Agreement, unless reserved by the Construction Manager in writing.
 - (j) As-Built documentation including but not limited to as-built shop drawings and operation and maintenance manuals have been provided to the Authorized Commission Representative.
 - (k) All other documents requested by the Authorized Commission Representative have been provided.
 - (I) The Construction Manager must remove all of the Construction Manager's trailers, equipment, leftover materials, and trash from the Project site, staging area(s) or anywhere else on the Project Site. The Construction Manager must also restore the Construction Manager's staging area(s) to its pre-construction condition. If the Construction Manager does not comply with this requirement, the Authorized Commission Representative may provide written notice to comply within a period of time determined by the Authorized Commission Representative. If the Construction Manager fails to comply with the written notice, the Authorized Commission Representative may have the work done by others and deduct the charge from the Contractor's Retainage.

Notwithstanding the foregoing, the Authorized Commission Representative, may decline to release all or a portion of Retainage if the Authorized Commission Representative considers the Construction Manager's performance or the progress of the Work to be such that the Commission or User Agency has incurred or will likely incur damages greater than the Retainage, including Liquidated Damages. The Construction Manager can use dispute resolution methods to contest the withholding of its Retainage.

- m. Prompt Payment to Subcontractors.
 - The term "Subcontractor" has the same meaning as set forth in Section 2.01 of this Agreement. The Construction Manager must state the requirements of the Prompt Payment provision in all Subcontracts and Purchase Orders. If

February 10, 2025 - PS3089 (N&L) Page 17 of 28

- Construction Manager fails to incorporate these provisions in all Subcontracts and Purchase Orders, the provisions of this section are deemed to be incorporated in all Subcontracts and purchase orders. The Construction Manager and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of the Construction Manager's participation and that of its Subcontractors on the Project.
- The Construction Manager must make payment to its Subcontractors within fourteen (14) Days of receipt of payment from the Commission for each monthly Payment Application, but only if the Subcontractor has satisfactorily completed its Work in accordance with the Contract Documents and provided the Construction Manager with all of the documents and information required of the Construction Manager by this Section 5.01, "Payment for Services". The Construction Manager may delay or postpone payment for a Payment Application when the Subcontractor abandons its Work and cannot be located after significant effort, or the Subcontractor's Work or materials, or required documents do not comply with the requirements of the Contract Documents, and the Construction Manager is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.
- The Construction Manager must make final payment to its Subcontractors within fourteen (14) Days of receipt of such final payment from the Commission, after the Subcontractor has satisfactorily completed all of its Work, including but not limited to, completion of punch list work, providing final lien waivers, and providing all of the documents required by the Contract Documents for payment of Retainage at Final Completion of the Project as provided for in Section 5.01(I). Retainage must be paid to Subcontractors as required by this section. The Construction Manager may delay or postpone payment of Retainage if the Subcontractor's Work or materials do not comply with the requirements of the Contract Documents, the Construction Manager has substantial grounds for and has acted reasonably in making the determination, and the Construction Manager is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.
- 4) The Construction Manager must make payment to Subcontractors so that they receive payment within fourteen (14) Days of the Construction Manager's receipt of payment from the Commission. Payment is deemed received by the Subcontractor at the time of hand delivery by the Construction Manager or three (3) Days after mailing by the Construction Manager.
- 5) To the extent feasible, to facilitate the flow of information to Subcontractor, the Authorized Commission Representative will post, at the Project Field Office and on the PBC website (www.pbcchicago.com), a list of Construction Manager's Payment Applications, including the Subcontractors identified in them, submitted to the Commission for payment and the date of payments made to the Construction Manager by the Commission.
- 6) The Construction Manager must not delay or refuse to timely submit Pay Requests for a Subcontractor's work or materials. The Commission may construe such delay or refusal as Construction Manager's failure to act in good faith. "Timely", in this context means within thirty (30) Days after the portion of the Subcontractor's work that the Subcontractor has invoiced is in place in the Project and the materials have been delivered to the Commission (or off-site if payment for off-site delivery are permitted). In addition, the Construction Manager must not delay or postpone payment for an undisputed portion of a Subcontractor's invoice or in connection with claims or disputes involving different Payment Applications on the same Project or different projects unrelated to this Agreement
- 7) The Executive Director may withhold payment from the Construction Manager when the Executive Director determines that the Construction Manager has not complied with this Section 5.01(m).
- 8) These provisions do not confer any rights in Subcontractors against the Commission. Nothing in this section is to be construed to limit the rights of and remedies available to the Commission, including but not limited to various rights under the Agreement.
- n. Subcontractor Claims. The Construction Manager must pay all lawful claims made against it by its Subcontractors and all lawful claims made against the Construction Manager by other third persons arising out of, in connection with, or because of its performance of this Agreement. The Construction Manager will cause all of its Subcontractors to pay all lawful claims made against them. In the event such lawful claims are not satisfied, the Commission is hereby empowered to disburse such sums for and on account of the Construction Manager directly to the respective parties to which such sums are due and owed, thereby deducting the payments from the applicable Subcontractors at issue.
- o. Pay Estimates and Payments Subject to Review. The Commission shall not be precluded or estopped by any measurement, estimate, or certificate, made by the Construction Manager or any Subcontractor either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by the Construction Manager, or from showing that any such measurement, estimate, or certificate is

February 10, 2025 - PS3089 (N&L) Page 18 of 28

- untrue or incorrectly made, or that the Work or materials do not conform in fact to the Agreement. The Commission will not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Construction Manager and its sureties such damages, excluding consequential damages, as the Commission may sustain by reason of the Construction Manager's failure to comply with the terms of the Agreement.
- p. Salaries/Wages. Salaries of all employees of the Construction Manager performing Services or Work will be paid unconditionally and not less often than once a month without deduction or rebate on any account, except for payroll deductions as may be required by law. If there is any underpayment of salaries by the Construction Manager, the Commission may withhold, out of payments due to the Construction Manager, an amount sufficient to pay to employees the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked.
- q. No Waiver of Legal Rights. Neither the acceptance by the Commission nor any payment by the Commission will operate as a waiver of any portion of the Agreement, or any power herein reserved, or any right to damages herein provided. If the Commission elects to waive any breach of this Agreement, that waiver will not be held to be waiver of any other or subsequent breach. The Commission will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by the Construction Manager, or from showing that any measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform to the Contract Documents. The Commission will not be precluded or estopped from recovering from the Construction Manager and/or its sureties such damages, excluding consequential damages as the Commission may sustain by reason of the Construction Manager's failure to comply with the terms of the Agreement. The Construction Manager may sustain by reason of the Commission's failure to comply with the terms of the Agreement.
- Liens. When the Construction Manager has been timely paid, whenever the Commission receives notice in writing of a lien or claim of money due from the Construction Manager 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 the amount of such claim be deducted from payments due or to become due the Construction Manager and withheld by the Commission until such claim has been paid or otherwise discharged; provided, however that, to the extent permitted by law, the Commission shall not direct that the amount of such claim be deducted or withheld from payments due or to become due to the Construction Manager if the Construction Manager demonstrates that (i) all documentation required by the Agreement for payment of said amount to Subcontractor, worker or employee or for such materials and equipment furnished and used in or about the Work has been properly submitted to the Commission by the Construction Manager, or (ii) the Construction Manager has received the approval of the Circuit Court of Cook County to furnish a bond as security for the lien. This provision is to be construed as being solely for the benefit of the Commission and will not require the Commission to determine or adjust any claims or disputes between the Construction Manager and its Subcontractors, workers, or employees, or to withhold any money for their protection unless the Commission elects to do so. This provision is not to be construed as conferring any rights hereunder for the benefit of Subcontractors, workers or employees, or as enlarging or altering the application or effect of existing lien laws. The Final Payment will not become due until the Construction Manager delivers to the Commission complete release of all liens, financial obligations or claims from the Construction Manager, 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 filled. If any lien remains unsatisfied after all payments have been made, and a bond has not been furnished and approved by the Circuit Court of Cook County as security for the lien, the Construction Manager must refund to the Commission all moneys that the Commission may be compelled to pay in discharging such lien, including all court costs and reasonable attorneys' fees.

Section 5.02 - Termination by the Commission

The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Construction Manager at least thirty (30) Days before the effective date of termination. So long as the Construction Manager is not in default under this Agreement at the time of termination, the Commission will pay the Construction Manager, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Construction Manager for periods up to the effective date of termination, which reimbursement may include such reasonable de-mobilization costs and material deposits approved by the Commission.

Section 5.03 - Suspension by the Commission

a. The Commission has the right, at any time and from time to time, with or without cause, to suspend the performance of the Construction Manager hereunder with respect to all or any part of the Services, by written notice given to the Construction Manager within a reasonable period agreed to between the parties before the effective date of suspension. During the notice

February 10, 2025 - PS3089 (N&L) Page 19 of 28

- period, the Construction Manager must wind down its Services. So long as the Construction Manager is not in default under this Agreement at the time of suspension, the Commission will pay the Construction Manager in accordance with the terms of this Agreement, all compensation and reimbursements and all material deposits due to the Construction Manager for periods up to the effective date of suspension.
- b. During the period the Construction Manager's performance is suspended, the Construction Manager is not entitled to incur costs or fees, or bill the Commission, except for Construction Manager's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Construction Manager's invoices or claims). The Construction Manager may invoice for such time spent during a suspension only if the Construction Manager's participation is requested by the Commission and only for the time of one individual per meeting. The Commission will pay for such time at the applicable hourly billing rate set forth in Exhibit G. Participation in meetings at the request of the Commission is not considered to be a resumption of the Construction Manager's Services.
- c. If the Construction Manager is required to resume its Services under this Agreement, the Commission will notify the Construction Manager in writing, giving the Construction Manager a reasonable period to remobilize. The Construction Manager may invoice the Commission for its time spent on remobilization, which shall be invoiced at the hourly rates set forth in Exhibit G and for actual reimbursable expenses. The number of days during which the suspension period lasted, including any remobilization time, and such additional times as the parties may mutually agree is required, will be added to the Date of Substantial and Final Completion, and the Construction Manager will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.
- d. Termination or suspension of this Agreement in whole or in part does not relieve the Construction Manager from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Construction Manager on or before the effective date of termination or suspension. In no event will the Commission be liable to the Construction Manager for any loss, or damage, including lost profits, which the Construction Manager or any other party may sustain by reason of the Commission terminating or suspending the Agreement, except as is provided for in this Article 5.

Section 5.04 – Project Information

In connection with the administration of the Project by the Commission and the performance of the Agreement by the Construction Manager, the Commission has the following rights and obligations, in addition to those provided elsewhere in this Agreement:

- a. *Information*. The Commission will provide the Construction Manager all information reasonably required concerning the Commission's requirements for the Project and the Services.
- b. Review of Documents. Subject to the provisions of this Agreement, the Commission will make reasonable efforts to examine documents submitted by the Construction Manager and render decisions pertaining to them with reasonable promptness.
- c. Site Data. To the extent the Commission determines to be necessary for the Construction Manager to perform the Services, the Commission may furnish, or authorize the Construction Manager to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
 - 1) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.
 - A certified title.
 - 3) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements.
 - 4) Title information as to restrictions, easements, zoning and deed restrictions.
 - 5) Information concerning availability of both public and service and utility lines.
 - If the Construction Manager does procure these or any other services at the request of the Commission, the Construction Manager shall not be liable for the substantive accuracy or completeness of such services. The Construction Manager shall name the Commission as third-party beneficiary to any contract for the provision of the services described in this Section 5.04(c) and shall include a provision in such contracts indemnifying the Commission and User Agency with respect to any damages incurred by the Commission or User Agency due to the negligent performance or breach by any consultant providing services under this Section 5.04(c).
- d. Tests and Reports. To the extent required for the Construction Manager to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Construction Manager to procure such tests and reports from a consultant or

February 10, 2025 - PS3089 (N&L) Page 20 of 28

- consultants approved in writing by the Commission. The Commission will pay for such tests and reports as a Cost of the Work, however, the Commission may direct the Construction Manager to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Exhibit C.
- e. Limitation on Commission's Obligations and Liability with Respect to Commission-Provided Information ("CPI"). The Construction Manager may rely upon the CPI provided by the Commission as described in Section 5.04, provided however, that the Commission expects the Construction Manager to review such CPI in detail and verify such CPI to the extent it may be reasonable and prudent for the Construction Manager to do so for the proper performance of the Services under this Agreement. The Construction Manager must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI it discovers in its role as a Construction Manager and not as a design professional, to the Authorized Commission Representative. In the event that the Construction Manager believes that additional compensation and/or an adjustment to the Project Schedule is due to the Construction Manager from the Commission because of errors, omissions, inconsistencies or ambiguities in the CPI, the Commission will consider a request for additional compensation and/or time extension.

f. Section 5.05 – Ownership of the Project Documents

All drawings, documents, data, studies and reports prepared by the Construction Manager or any party engaged by the Construction Manager, pertaining to the Project and/or the Services, are and shall remain the property of the Commission. The Construction Manager shall provide the Commission with the opportunity to review all such documents and shall provide copies to the Commission upon written request.

Section 5.06 - Audits

The Commission has the right to abstract and audit the books of the Construction Manager and its consultants and Subcontractors on all subjects relating to the project and/or the Services provided to the Commission.

ARTICLE 6 - EVENTS OF DEFAULT AND TERMINATION

Section 6.01 – Events of Default

Each of the following occurrences constitutes an Event of Default by the Construction Manager under this Agreement:

- a. Upon 10 days written notice, the failure or refusal on the part of the Construction Manager to duly observe or perform any obligation or agreement on the part of the Construction Manager contained in the Agreement, which failure or refusal continues for a period of three (3) Days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured with such three-day period) after the date on which written notice of it has been given to the Construction Manager by the Commission.
- b. Any representation or warranty of the Construction Manager set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been intentionally false in any material respect when so made or furnished.
- c. The Construction Manager becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statue, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing, after the Commission provided 30 days written notice to the Construction Manager and such actions are not resolved, subject to the applicable Court's schedule.
- d. Any proceeding is commenced against the Construction Manager seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) Days following commencement of the proceeding, or appointment of, without the Construction Manager's consent or acquiescence, any trustee, receiver, liquidator or other custodian, or of all or any substantial part of the Construction Manager's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) Days of the appointment.
- e. Upon 10 days written notice, the Construction Manager's material failure to perform any of its obligations under the Agreement, including any of the following:

February 10, 2025 - PS3089 (N&L) Page 21 of 28

- 1) Repeated failure, absent a delay which is outside of the Construction Manager's control, due to a reason or circumstance within the Construction Manager's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services required by this Agreement.
- Failure to properly perform the Service or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit or creditors.
- Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the terms of this Agreement.
- Discontinuance of the Services for reasons within the Construction Manager's reasonable control.
- 5) Failure to comply with a material term of this Agreement, solely regarding the provisions concerning insurance and nondiscrimination.
- 6) Any change in majority ownership or majority control of the Construction Manager without prior written approval of the Executive Director, which approval the Executive Director will not unreasonably withhold.
- The Construction Manager's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, and the City of Chicago. The Construction Manager acknowledges that in the event of a default under the Agreement, the municipal corporations listed above may also declare a default under any such other agreements, if the Construction Manager is failing to perform under the other Agreements with any of the entities mentioned in this Paragraph.

Section 6.01(a) – Events of Default by the Commission

Each of the following occurrences constitutes an Event of Default by the Construction Manager under this Agreement:

- 1. Failure to make payment to the Construction Manager within the time specified under this Agreement.
- 2. Failure to comply with a material term of this Agreement.

Section 6.01(b)- Commission's Opportunity to Cure

The Commission shall have a ten (10) Day period to cure, following written notice, for any of the Events of Default listed in this Section 6.01a. If the Commission does not cure its Default within this timeline, the Construction Manager may choose to Stop Work and/or Terminate this Agreement. In the event of a Termination by the Construction Manager, the Construction Manager is entitled to be compensated for the same costs that it would have been entitled to if the Commission had terminated this Agreement under Section 5.03 of this Agreement.

Section 6.02 - Construction Manager's Opportunity to Cure

The Construction Manager shall have a ten (10) Day period to cure, or diligently commence curing, following written notice for the Events of Default listed in this Agreement. Notwithstanding the foregoing, if the Commission, in its Executive Director's sole and exclusive discretion, determines that an Event of Default by the Construction Manager poses a threat to the health, safety or welfare of persons or property, the Commission may undertake such remedies as it deems reasonable and prudent under circumstances, all at the Construction Manager's cost.

Section 6.03 - Commission's Remedies

If an Event of Default occurs and continues, then the Commission or the Construction Manager may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the other party, in which event the Commission has no further obligations hereunder or liability to the Construction Manager except as to payment for Services actually received and accepted by the Commission through the effective date of termination, subject to set off of any claims of the Commission against the Construction Manager for failure to properly perform its Services. No course of dealing on the part of either party or delay or failure on the part of the either party to exercise any right will operate as a waiver of such right to otherwise prejudice the other party's rights, powers or remedies. The Commission's decision to terminate the Agreement is not subject to claim or dispute under the terms of this Agreement.

Section 6.04 - Remedies Not Exclusive

No right or remedy in this Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under the Agreement or by law or equity, but each, with the exception of the Liquidated Damages set forth in Article 4.05 (f), is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

February 10, 2025 - PS3089 (N&L) Page 22 of 28

ARTICLE 7 - CLAIMS AND DISPUTES

Section 7.01 - General

All claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including, but not limited to, questions concerning compensation, questions concerning the disposition of claims between the Construction Manager and Subcontractors that the Commission has objected to, and all claims for alleged breach of contract (collectively, "Claims") must be made pursuant to Article 18 of the Standard Terms and Conditions and must first be presented to the Authorized Commission Representative. The Construction Manager must strictly comply with the notice requirement of Article 18 of the Standard Terms and Conditions. The Construction Manager will present all disputes which cannot be resolved by discussion with the Authorized Commission Representative to the Executive Director for final determination, subject to Section 7.03 below and Article 18 of the Standard Terms and Conditions.

Section 7.02 - Claims Procedure

The Construction Manager will make all requests for determination of Claims in writing, specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of its position by the Construction Manager; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution: and 6) all documentation which describes and relates to the dispute. The Authorized Commission Representative will have fifteen (15) Days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the Claim by agreement, but if a negotiated resolution is not achieved, the Authorized Commission Representative must provide a written ruling within thirty (30) Days of receipt of the Claim. However, If the Construction Manager agrees in writing, an extension not to exceed sixty (60) Days may be granted by the Executive Director.

Section 7.03 – Dispute Procedure

In the event that the Authorized Commission Representative and the Construction Manager cannot resolve the Claim, the Construction Manager may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 7.02 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within fifteen (15) Days.

Section 7.04 – Executive Director's Determination

The Executive Director's final decision will be rendered in writing no more that fifteen (15) Days after receipt of the response by the Commission Representative was filed or was due unless the Executive Director notifies the Construction Manager that additional time for the decision is necessary. The Construction Manager must follow the procedures set out in this Article 7 to receive the Executive Director's final decision. In the event the Construction Manager disagrees with the Executive Director's final decision, the Construction Manager may file, a common law writ of certiorari in the Circuit Court of Cook County which shall be the sole and exclusive judicial remedy of the Construction Manager. The Construction Manager must have followed the procedures in this Article 7 as a condition precedent to filling a common law writ of certiorari. The prevailing party in an action for common law writ of certiorari shall be entitled to reasonable attorney's fees. The Construction Manager shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period, and the Commission shall continue making payment in accordance with the provisions of this Agreement.

Section 7.05 - Construction Manager's Self-Help Prohibited

The Construction Manager must never withhold performance of its Services by, for example refusing to review and approve appropriately submitted invoices or Pay Applications, to make recommendations on Subcontractor claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as its Subcontractors. Doing so to gain potential leverage in negotiating or settling the Construction Manager's claims against the Commission or User Agency will constitute bad faith on the Construction Manager's part. This provision is not intended to prohibit the Construction Manager from exercising its well-considered professional judgment, however, in carrying out its duties and responsibilities under the Agreement.

Section 7.06 - Force Majeure

Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a Force Majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the Force Majeure event, elect to suspend the performance of the Construction Manager under the Agreement for the duration of the Force Majeure.

February 10, 2025 - PS3089 (N&L) Page 23 of 28

The term "Force Majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as pandemics and acts of terrorism; or of governments, such as imposition of martial law or other event beyond the Construction Manager's reasonable control. Notwithstanding the foregoing, the Construction Manager may be entitled to an equitable adjustment to the Project Schedule and/or Project GMP, subject to the limitations of Article 10 of the Standard Terms and Conditions, in the event of a Force Majeure event.

ARTICLE 8 – ADDITIONAL TERMS AND CONDITIONS

Section 8.01 – Confidentiality

- a. Generally. All of the reports, information or data prepared or assembled by the Construction Manager under the Agreement, are confidential and; except as may be necessary to perform its services, the Construction Manager must not make such reports, information or data available to any party without the prior written approval of the Commission, except as necessary to comply with any laws or regulations from a court or a governmental entity. In addition, the Construction Manager must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Agreement, the Project or the Services. If the Construction Manager is served with a subpoena requiring the production of documents or information which is deemed confidential, the Construction Manager will immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the subpoena.
- b. Bid Documents. The Construction Manager acknowledges and understands that the Services required by the Commission pursuant to this Agreement include the review of and advising on issuance of documents that the Commission, through the Construction Manager will use to solicit bids for the construction of the addition and associated work located at the Malcolm X College West Side Learning Center. It is of the utmost importance to the Commission that any and all information pertinent to such bids not be divulged to <u>any</u> third parties prior to the opening of any trade contract bids or any bid package pricing for the Project. Accordingly, the Construction Manager and its Subcontractors, Subconsultants and trade contractors, of any tier, are expressly prohibited from divulging <u>any</u> information that might materially impact a bid for the Project to any person or individual that is not a party to this Agreement. The Construction Manager acknowledges and agrees that its obligations to the Commission with respect to information pertinent to bidding on the Project are those of a fiduciary, and that the Commission will hold the Construction Manager to the standard of care of a fiduciary in this respect.

Section 8.02 - Assignment of the Agreement

The Construction Manager acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Construction Manager and, therefore, that neither the Agreement nor any right or obligation in this Agreement may be assigned by the Construction Manager, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Construction Manager undergoes a change in control, the change in control is deemed an assignment of this Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Construction Manager during any 12-month period. In the event of an assignment by the Construction Manager without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Construction Manager further acknowledges that it represented to the Commission the availability of certain members of the Construction Manager's staff who will be assigned to the Project; therefore, in the event of the unavailability of such members for any reason, the Construction Manager must notify the Commission in writing, and must assign other qualified members of the Construction Manager's staff, as approved by the Commission, to the Project.

Section 8.03 - Successors and Assigns

Except as otherwise provided in Section 8.02 above or elsewhere in the Agreement, the Agreement is binding upon and inures to the benefit of each of the parties to the Agreement and their respective successors and assigns.

Section 8.04 – Amendments to the Agreement

The Commission may, from time to time, request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the Project GMP and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and the Construction Manager, will be incorporated in a written amendment to the Agreement ("Amendment"). The Commission will not be liable for any additional payment absent such written Amendment.

February 10, 2025 - PS3089 (N&L) Page 24 of 28

Section 8.05 - Non-Liability of Public Officials

No Commission Board member, User Agency Board Members nor City of Chicago employee, agent, officer, or official is personally liable to the Construction Manager or its Subcontractors, and the Construction Manager and its Subcontractors are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to the Construction Manager or its Subcontractors under this Agreement.

Section 8.06 - Compliance with All Laws

In performing the Services required by this Agreement, the Construction Manager must comply with all applicable federal, state and local laws, rules, and regulations.

Section 8.07 - Governing Law

This Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.

Section 8.08 - Notices

All notices required to be given under this Agreement must be given in writing and must be hand delivered, emailed, or sent by Federal Express, United Parcel Service or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Construction Manager at their respective addresses set forth below as appropriate. If given as provided in the Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand and on the second business day after mailing, if given by mail. The Commission or the Construction Manager may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in the subparagraph.

To the Commission: Public Building Commission of Chicago

Ricard J. Daley Center 50 West Washington Street

Room 200 Chicago, Illinois

ATTN: Patricia Montenegro, Contract Officer

Copy to: Neal & Leroy, LLC

20 South Clark Street

Suite 2050

Chicago, Illinois 60603

To the Construction Manager: Griggs Mitchell & Alma of IL

dba GMA Construction Group, a Limited Liability Company

Attn: Cornelius Griggs, President 3520 South Morgan Street, Suite 222

Chicago, Illinois 60609

Section 8.09 - Entire Agreement

The Agreement constitutes the entire understanding and agreement between the Parties to this Agreement and supersedes any and all prior or Contemporaneous oral or written representations of communications with respect to the subject matter hereof, all of which communications are merged in this Agreement. The Agreement must not be modified, amended or in any way altered except by an instrument in writing signed by both of the Parties.

Section 8.10 - Severability

If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect, provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

February 10, 2025 - PS3089 (N&L) Page 25 of 28

Section 8.11 - Non-Appropriation of Funds

If funds have not been appropriated in full or in part, the Commission has the right to terminate this Agreement. The Commission will not authorize the Construction Manager to provide Services under this Agreement unless sufficient funds are appropriated to pay for the Services.

Section 8.12 - No Waiver

The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.

Section 8.13 - Construction Manager's Authority

The Construction Manager represents that its execution of the Agreement is authorized by a resolution of its Board of Directors (if a corporation) or similar governing document (if a partnership or a joint venture), and the signature(s) of each person signing on behalf of the Construction Manager have been made with complete and full authority to commit the Construction Manager to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

Section 8.14 - Counterparts

This Agreement may be executed in any number of counterparts, any of which will be deemed an original.

February 10, 2025 - PS3089 (N&L) Page 26 of 28

ARTICLE 9 - EXISTING CONTRACT DOCUMENTS

The following documents are a part of and hereby fully incorporated into this Agreement:

EXHIBIT A Scope of Services

EXHIBIT B Project Summary Schedule

EXHIBIT C Guaranteed Maximum Price (GMP) Cost Form

EXHIBIT D Key Personnel

EXHIBIT E Organization Chart

EXHIBIT F License

EXHIBIT G Special Conditions Regarding MBE/WBE Participation

Schedule B - Joint Venture Affidavit

Schedule D - MBE/WBE Utilization Plan

Schedule C – Letters of Intent from MBE/WBE Sub-contractors

EXHIBIT H Prevailing Wage Rates

EXHIBIT I Project Community Area Map

EXHIBIT J Insurance

EXHIBIT K Payment and Performance Bond

EXHIBIT L Disclosure Affidavit

EXHIBIT M Disclosure of Retained Parties

EXHIBIT N Affidavit of Non-Collusion

EXHIBIT O Legal Actions

EXHIBIT P SAMPLE Book 1 – Instructions to Bidders Template

EXHIBIT Q Book 2 – Standard Terms and Conditions for Construction Management Services

February 10, 2025 - PS3089 (N&L) Page 27 of 28

EXECUTION PAGE FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES BETWEEN PUBLIC BUILDING COMMISSION OF CHICAGO AND GMA CONSTRUCTION GROUP WITH EFFECTIVE DATE OF 3/21/2025.

This Agreement is executed by the Parties stated below and made effective by such execution pursuant to its terms. **PUBLIC BUILDING COMMISSION OF CHICAGO** (Mayor) (Executive Director) (Secretary) Approved as to Form and Legality: (Neal & Leroy, LLC) GRIGGS MITCHELL & ALMA OF JL DBA GMA CONSTRUCTION GROUP, A LIMITED LIABILITY COMPANY Print Name: Cornelius Griggs Title: President County of __Cook State of Illinois Subscribed and sworn before me by Cornelius Griggs as President of GMA Construction Group this _____ day of OFFICIAL SEAL Erica M Kirkwood NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires July 15, 2026 Notary Public ERICA My Commission Expires **INSERT** CORPORATE SEAL, IF ANY, HERE

EXHIBIT A

Scope of Services

(Attached hereto and incorporated herein)

DESCRIPTION OF SERVICES

The Construction Manager will advise, consult with and assist the Commission and its Architect of Record and/or Engineer of Record and their Subconsultants ("Professional Service Providers") with respect to scope of the work that can be achieved within the budget and time constraints, existing conditions, site use and improvements, materials, building systems and equipment, construction feasibility, design assist, actions that may minimize the adverse effects of labor and/or material shortages, time requirements for procurement, installation and construction, and issues associated with construction costs, including estimates of alternative design and materials, preliminary budgets and possible economies (the "Pre- Construction Services"). Specific services to be performed by the Construction Manager include the following:

- A1. Review, analyze, and confirm all available documentation relating to the Project including but not limited to transfer documents from User Agency, schedule, program, scope, budget, and the design documents prepared by the Professional Service Providers.
- A2. Consult with the Commission, its Professional Service Providers, and the User Agency regarding the goals and requirements for the Project, including site logistics and the proposed schedule and phasing for the commencement and completion of construction activities.
- A3. Schedule, attend, and conduct regular meetings with the Commission, the User Agency and Professional Service Providers to discuss and confirm the scope of the project, site and building availability, cost estimates, schedule and phasing considerations and other issues related to the implementation of the Project. Prepare and distribute minutes of all project meetings within three (3) business days as applicable.
- A4. Review the design documents prepared by the Professional Service Providers for issues related to clarity, consistency, constructability, coordination among the trades and any features that appear to be ambiguous, confusing, conflicting or erroneous. In addition, provide design assist, as needed.
- A5. Report to the Commission in writing any and all errors and/or omissions, inconsistencies and ambiguities that Construction Manager discovers in the design documents.
- A6. Report to the Commission any instance of non- compliance of the design documents with pertinent laws, statues, ordinances, codes, rule or regulations applicable to the Project.
- A7. Recommend to the Commission and the User Agency potential value engineering, efficiencies, and constructability alternatives for the Project, including current market conditions cost factors and associated amounts.
- A8. Perform value analysis to identify cost, constructability, and facility operations efficiencies. In addition, ensure that the Project sustainability goals are achieved, as required.
- A9. Prepare detailed cost estimates supporting any and all value analyses, taking into consideration applicable constructability issues that may decrease the duration of the construction schedule and/or decrease the construction costs.
- A10. Prepare Project schedule information as requested by the Commission.
- A11. Prepare Budget GMPs for review by the Commission.
- A12. Prepare an overview of the current budget estimate compared to the Commission's budget.

- A13. Prepare a detailed comparison and reconciliation of the current budget estimate to the previous budget estimate, with an explanation of any variance by component.
- A14. Prepare a summary of all approved cost revisions, alternates, and variances. Create and maintain a cost control system that compares the Project GMP with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes.
- A15. The Construction Manager shall analyze the Professional Service Provider's originally submitted and as altered and re-drafted Construction Documents and make recommendations to the Commission as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the Project
- A16. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP to supplement the information contained in the Drawings and Specifications.
- A17. At the direction of the Commission, the Construction Manager may also propose Budget GMP Contingencies and Allowances in amounts approved by the Commission, to help reduce the risks assumed by the Construction Manager in providing the GMP for the Project. The Commission and the Construction Manager acknowledge that the contingencies are included to adjust the estimates for eventualities that have not been taken into precise account in the establishment of the Budget GMP.
- A18. In the event that the proposed Project GMP exceeds the Project Construction Budget, the Commission may elect at its discretion to direct the Construction Manager to work in conjunction with the Professional Service Providers to re-design the Project.
- A19. The Construction Manager shall:
 - a. Develop bid packages for all materials and work and provide full assignment, coordination, and responsibility for the work. Provide the Commission a checklist of the Construction Managers bidding and procurement process, from beginning to end, for the Commission's review and approval.
 - b. Prepare bidding strategy(ies) including bid packaging and permitting strategy for review and approval (procurement plan) by the Commission and the User Agency. At a minimum the bidding strategies shall contain: (a) project scope, (b) cost estimate, (c) schedule, (d) identify long lead items, (e) proposed bidders and procurement methodology, (e) proposed MBE/WBE/ participation, (f) proposed minority and female hiring plans with labor force projections, (g) proposed City of Chicago resident participation, and (h) proposed community hiring plan/initiatives.
 - c. Prepare a Notice of Bid Opportunity for the Commission's approval. Upon the Commission's approval, bid the work in accordance with Section 20 of the Public Building Commission Act, 50 ILCS 20/20.
 - d. Maintain accurate records of the bid notification process for each package. Provide a copy of these records to the Commission within three (3) business days of posting notification.
 - e. During the bidding period the Construction Manager, in conjunction with the Professional Service Providers, shall prepare and review material with the Commission. Approval by the Commission must be received prior to issuing any addendum. The Construction Manager may distribute written addendum to address questions raised by potential subcontractors. In addition, the format of the addendum shall correspond with the Commission's format.
 - f. Schedule and administer Bid Opening(s) in accordance with Commission's Procurement protocol and in the presence of the Commission's Project Manager(s), Procurement, and

- Compliance staff at a location designated by the Commission.
- g. Prepare and distribute bid packages, as required, for the project. Ensure that this activity is fully coordinated with the Commission, its consultants, and the Architect prior to distributing the bid packages. Ensure that the "Issue for Bid" Contract Documents include all constructability review comments.
- h. Review and verify all necessary Instruction to Bidders, Proposal Forms, Contract Forms, General Conditions and Special Conditions of the contract supplied by the Commission.
- i. Evaluate base bids, alternate proposals, unit prices, and such other data as may be pertinent
- j. Determine the lowest responsive and responsible bidder. Recommend the award of a Subcontract for each scope of work to the Commission in writing.
- k. Conduct and manage scope review sessions with all bidders upon submittal of bids with the Commission and its consultants to determine lowest responsive responsible bidder, as required, at a location designated by the Commission. Prepare and distribute written summaries of each scope review session to the Commission.
- I. At the direction of the Commission, make appropriate adjustments to the GMP via an amendment to the Agreement if the Commission discovers any inconsistencies or inaccuracies in the information presented.
- m. Establish and maintain an open line of communication with the entire team, including the Commission and its consultants throughout the project duration.
- n. In connection with communications, the Construction Manager shall submit all required project documentation through the Commission's web-based document controls system.
- A20. The Construction Manager receives authorization from the Commission to award a Subcontract for Work or to issue a purchase order for materials or equipment required for the Project in accordance with the Project Summary Schedule. The Construction Manager shall prepare a subcontract for execution by the successful bidder.
- A21. Prepare and Identify strategies that will assist in facilitating construction activities, which can reduce the overall construction duration.
- A22. Upon issuance of the building permit(s), direct the issuance of the "Issue for Construction" drawings for each approved bid package with the Architect to ensure completeness and accuracy.
- A23. Coordinate and conduct pre-construction conferences with all bidders, as necessary, to review all contract requirements at a location designated by the Commission. Prepare and issue meeting minutes, as required.

EXHIBIT B

Project Summary Schedule

(Attached hereto and incorporated herein)

MASTER SCHEDULE
MALCOLM X COLLEGE
WEST SIDE LEARNING CENTER
ADDITION AND RENOVATION
4624 W. MADISON STREET
CHICAGO, IL 60644

sk Na		Calendar Days	Days	Predecessors Successors	Forecasted Forecasted Start Finish Tuo F (14/24 Thu F /7/26	3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 2nd Quarter 3rd Quarter 2nd Qu
C-IV	MXC MASTER SCHEDULE _120924		509 days?		Tue 5/14/24 Thu 5/7/26	PBC-MXC MASTER SCHEDULE _120924
UE Æ	BLIC BUIDLING COMMISSION - MXC		509 days?		Tue 5/14/24 Thu 5/7/26	PUBLIC BUIDLING COMMISSION - MXC WESTSIDE LEARNING CENTER - RENOVATION AND ADDITION PROJECT
	NOVATION AND ADDITION PROJECT NOTICE OF AWARD FROM PBC	1	1 day		Tue 5/14/24 Tue 5/14/24	NOTICE OF AWARD FROM DEC
P	PRECONSTRUCTION CMAR PROCESS		333.5 day	rs	Tue 5/14/24 Fri 8/29/25	NOTICE OF AWARD FROM PBC PRECONSTRUCTION CMAR PROCESS
	STEP 2: PBC REVIEWS	473	11 days		Tue 5/14/24 Fri 8/29/25	
	PROCUREMENT PROCESS STEP 1: SUBMIT PROCUREMENT	1	0 days	6,7	Fri 6/7/24 Fri 6/7/24	STEP 2: PBC REVIEWS PROCUREMENT PROCESS
	PROCESS FOR PBC REVIEW APPROVAL OF PROCUREMENT	5		4 9		•) ^{6/7}
	PROCESS BY PBC	5		4 9	Mon 6/10/24 Fri 6/14/24	APPROVAL OF PROCUREMENT PROCESS BY PBC
	APPROVAL OF PRECON COST WORKSHEET	5	5 days	4 9	Mon 6/10/24 Fri 6/14/24	APPROVAL OF PRECON COST WORKSHEET
	STEP 3: CM PREPARES FOR BIDDING OF THE TRADES		80 days		Mon 6/17/24 Fri 10/4/24	STEP 3: CM PREPARES FOR BIDDING OF THE TRADES
	GMA TO REVIEW 85% DOCUMENTS AND PREPARE CONSTRUCTABILITY REVIEW AND INTERNAL COST		21 days	6,7 10	Mon 6/17/24 Mon 7/15/24	GMA TO REVIEW 85% DOCUMENTS AND PREPARE CONSTRUCTABILITY REVIEW AND INTERNAL COST ANALYSIS
	SUBMIT 85% CR& CA FOR PBC REVIEW/COMMENT/APPROVAL	14	10 days	9 11	Tue 7/16/24 Mon 7/29/24	SUBMIT 85% CR& CA FOR PBC REVIEW/COMMENT/APPROVAL
	PBC TO ISSUE 100% CD PACKAGE TO GMA	1	1 day	10 14,12SS+49 days,15,13FS+5 days	Tue 7/30/24 Tue 7/30/24	PBC TO ISSUE 100% CD PACKAGE TO GMA
	GMA TO REVIEW 100% DOCUMENTS AND PREPARE	15	11 days	11 16	Wed 7/31/24 Wed 8/14/24	GMA TO REVIEW 100% DOCUMENTS AND FREPARE CONSTRUCTABILITY REVIEW
	CONSTRUCTABILITY REVIEW GMA TO REVIEW 100% DOCUMENTS AND PREPARE	23	17 days	11 17	Wed 7/31/24 Thu 8/22/24	GMA TO REVIEW 100% DOCUMENTS AND PREPARE INTERNAL COST ANALYSIS
	INTERNAL COST ANALYSIS VALUE ENGINEERING	38	28 days	11FS+5 days 58	Wed 8/7/24 Fri 9/13/24	VALUE ENGINEERING
	SUBMIT 100% CR FOR PBC REVIEW/COMMENT/APPROVAL	14	4 days	14 18	Thu 8/15/24 Wed 8/28/24	
		15	5 days	15 18	Fri 8/23/24 Fri 9/6/24	SUBMIT 100% CR FOR PBC REVIEW/COMMENT/APPROVAL
	PBC TO ISSUE IFB SET OF	1	1 day	17,16 19	Wed 9/18/24 Wed 9/18/24	SUBMIT 100% CA FOR PBC REVIEW/COMMENT/APPROVAL
	DOCUMENTS PREPARE GROUP 1 FOR ISSUANCE	2	2 days	18 22	Thu 9/19/24 Fri 9/20/24	PBC TO ISSUE IFB SET OF DOCUMENTS
	TO BID CITY OF CHICAGO PERMIT	1	0 days	11SS+49	Fri 10/4/24 Fri 10/4/24	*PREPARE GROUP 1 FOR ISSUANCE TO BID
_	ISSUANCE STEP 4: CM ISSUES TRADE PACKAGE	SS S	25 days	days	Mon 9/23/24 Fri 10/25/24	10/4 STEP 4: CM ISSUES TRADE PACKAGES
	BID PACKAGE 1		14 days		Mon 9/23/24 Thu	
					10/10/24	BID PACKAGE 1
	GMA TO PREPARE NOTICE OF BI FOR OWNERS APPROVAL (INCL.SUBCONTRACTOR LIST& MBE-WBE STRATEGY)	D 1	1 day	19 23	Mon 9/23/24 Mon 9/23/24	GMA TO PREPARE NOTICE OF BID FOR OWNERS APPROVAL (INCL.SUBCONTRACTOR LIST& MBE-WBE STRATEGY)
	PBC TO REVIEW DRAFT ITB DOC AND SCOPE SHEETS	S 10	8 days	22 25,24	Tue 9/24/24 Thu 10/3/24	PBC TO REVIEW DRAFT ITB DOCS AND SCOPE SHEETS
	PBC PROVIDES TEMPLATES AND FORMS	1	1 day	23 25	Fri 10/4/24 Fri 10/4/24	*PBC PROVIDES TEMPLATES AND FORMS
	GMA TO FINALIZE BID DOCS ANI SUBMIT FOR APPROVAL) 2	2 days	23,24 26,27,29SS+5 days	Mon 10/7/24 Tue 10/8/24	GMA TO FINALIZE BID DOCS AND SUBMIT FOR APPROVAL
	PBC REVIEW & APPROVAL	2	2 days	25 38	Wed 10/9/24 Thu 10/10/24	
	PBC SENDS AD TO NEWSPAPER	1	1 day	25	Thu 10/10/24 Thu 10/10/24	*PBC REVIEW & APPROVAL
	BID PACKAGE 2		5 days		Mon Fri 10/18/24	#PBC SENDS AD TO NEWSPAPER BID PACKAGE 2
	GMA TO FINALIZE BID DOCS ANI) 3	3 days	25SS+5 days 30,31,33SS+5 days		
	SUBMIT FOR APPROVAL PBC SENDS AD TO NEWSPAPER	1	0 days	29	10/14/24 10/16/24 Wed Wed	GMA TO FINALIZE BID DOCS AND SUBMIT FOR APPROVAL
	PBC REVIEW & APPROVAL	2	2 days		10/16/24 10/16/24 Thu 10/17/24 Fri 10/18/24	10/16
						₹PBC REVIEW & APPROVAL
	BID PACKAGE 3		5 days		Mon Fri 10/25/24 10/21/24	BID PACKAGE 3
	GMA TO FINALIZE BID DOCS AND SUBMIT FOR APPROVAL	3	3 days	29SS+5 days 34,35	Mon Wed 10/21/24 10/23/24	GMA TO FINALIZE BID DOCS AND SUBMIT FOR APPROVAL

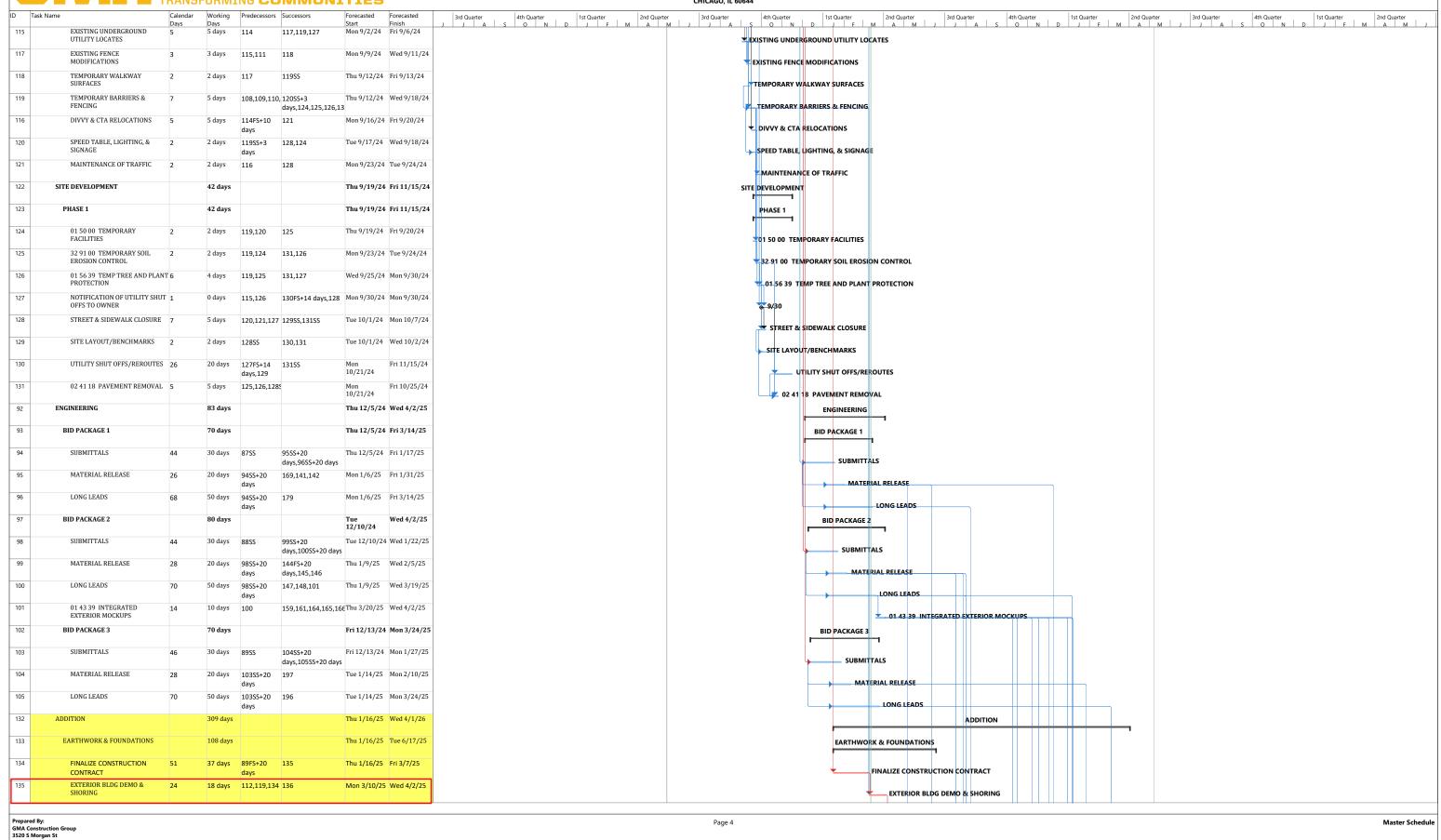


MASTER SCHEDULE
MALCOLM X COLLEGE
WEST SIDE LEARNING CENTER
ADDITION AND RENOVATION
4624 W. MADISON STREET
CHICAGO, IL 60644

Nam	ne	Calendar		Predecessors Successors	Forecasted Forecasted	3rd Quarter 4th Quarter 1st Quarter 2nd Quarter		Quarter	1st Quarter 2nd Quarter	3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter 1st Quarter 2nd Quarter
	PBC SENDS AD TO NEWSPAPER	Days 1	Days 0 days	33	Start Finish Wed Wed	J	J A S	N C	D J F M A N	1
					10/23/24 10/23/24			10/2		
	PBC REVIEW & APPROVAL	2	2 days	33 52SS+1 day	Thu 10/24/24 Fri 10/25/24			PBC F	VIEW & APPROVAL	
	STEP 5: PROCUREMENT PHASE		35 days		Tue 10/1/24 Mon		STEP 5: PROCUREN			
I	ACTIVITIES			10 -000	11/18/24					
	VALUE ENGINEERING	49	35 days	13,59FF	Tue 10/1/24 Mon 11/18/24		\		ALUE ENGINEERING	
	BID PACKAGE 1		16 days		Fri 10/11/24 Fri 11/1/24		BID PA	CKAGE 1		
	CMA TO ICCUE NOTICE OF DID	1	1	2000 4000 2	Fr: 10/11/24 Fr: 10/11/24		B*	_		
	GMA TO ISSUE NOTICE OF BID OPPORTUNITY TO	1	1 day	27 39SS,40SS+3 days,59SS	Fri 10/11/24 Fri 10/11/24		_	GMA TO	SSUE NOTICE OF BID OPPORTUNITY	TO SUBCONTRACTOR MARKET VIA BUILDING CONNECTED
	SUBCONTRACTOR MARKET VIA NEWSPAPER PUBLISHES BID AD		1 day	38SS	Fri 10/11/24 Fri 10/11/24					
		_					\	NEWSPA	ER PUBLISHES BID AD	
	SUBCONTRACTOR PREWALK & SITE VISIT	1	1 day	38SS+3 days 41SS+2 days	Wed Wed 10/16/24			SUBCO	FRACTOR PREWALK & SITE VISIT	
	ALL RFIS DUE	1	1 day	40SS+2 days 42FS+2 days	Fri 10/25/24 Fri 10/25/24					
								ALL R	S DUE	
	RFI RESPONSES DUE FROM DESIGN TEAM	1	1 day	41FS+2 days 43FS+1 day	Wed 10/30/24 Wed 10/30/24			RFII	SPONSES DUE FROM DESIGN TEAM	
	GMA DISTRIBUTES RFI	1	1 day	42FS+1 day 62FS+2 days	Fri 11/1/24 Fri 11/1/24					
	RESPONSES VIA BUILDING CONNECTED							▼ GM	DISTRIBUTES RFI RESPONSES VIA B	UILDING CONNECTED
	BIDDING PERIOD (ALL TRADE PACKAGES)	39	27 days	38SS,68FF 58FF	Fri 10/11/24 Mon 11/18/24				DDING PERIOD (ALL TRADE PACKA	GES)
	BID PACKAGE 2		11 days		Fri 10/18/24 Fri 11/1/24		RID D	ACKAGE		
							5.5 F			
	GMA TO ISSUE NOTICE OF BID OPPORTUNITY TO	1	1 day	31 46SS,47SS+3 days	Fri 10/18/24 Fri 10/18/24		-	GMA T	ISSUE NOTICE OF BID OPPORTUNIT	TY TO SUBCONTRACTOR MARKET VIA BUILDING CONNECTED
	SUBCONTRACTOR MARKET VIA		1 day	45SS	Fri 10/18/24 Fri 10/18/24					
	NEWSPAPER PUBLISHES BID AD	1	1 day	4533	FII 10/10/24 FII 10/10/24			NEWSF	PER PUBLISHES BID AD	
	SUBCONTRACTOR PREWALK & SITE VISIT	1	1 day	45SS+3 days 48SS+2 days	Wed Wed 10/23/24 10/23/24			SUBC	NTRACTOR PREWALK & SITE VISIT	
	ALL RFIS DUE	1	1 day	47SS+2 days 49FS+2 days	Fri 10/25/24 Fri 10/25/24			JUDE	TRACTOR FREWALK & SITE VISIT	
								ALL R	S DUE	
	RFI RESPONSES DUE FROM DESIGN TEAM	1	1 day	48FS+2 days 50FS+1 day	Wed Wed 10/30/24 10/30/24			RFI I	SPONSES DUE FROM DESIGN TEAM	
	GMA DISTRIBUTES RFI	1	1 day	49FS+1 day 65FS+6 days	Fri 11/1/24 Fri 11/1/24					
	RESPONSES VIA BUILDING CONNECTED		44.1		F : 40 /95 /94 F : 44 /9 /94				DISTRIBUTES RFI RESPONSES VIA B	UILDING CONNECTED
	BID PACKAGE 3		11 days		Fri 10/25/24 Fri 11/8/24		BID	PACKAGI	•	
	GMA TO ISSUE NOTICE OF BID OPPORTUNITY TO	1	1 day	35SS+1 day 53SS,54SS+3 days	Fri 10/25/24 Fri 10/25/24				DISSUE MOTICE OF BID OPPORTUN	HTV TO SUPCONTRACTOR MARVET VIA RUILDING CONNECTED
	SUBCONTRACTOR MARKET VIA							GIVIA	J ISSUE NOTICE OF BID OPPORTON	ITY TO SUBCONTRACTOR MARKET VIA BUILDING CONNECTED
	NEWSPAPER PUBLISHES BID AD	1	1 day	52SS	Fri 10/25/24 Fri 10/25/24			NEW:	APER PUBLISHES BID AD	
	SUBCONTRACTOR PREWALK &	1	1 day	52SS+3 days 55SS+2 days	Wed Wed					
	SITE VISIT		4.1	F400 2 1 F472 2 1	10/30/24 10/30/24			SUB	ONTRACTOR PREWALK & SITE VISIT	
	ALL RFIS DUE	1	1 day	54SS+2 days 56FS+2 days	Fri 11/1/24 Fri 11/1/24			ALL	FIS DUE	
	RFI RESPONSES DUE FROM DESIGN TEAM	1	1 day	55FS+2 days 57FS+1 day	Wed 11/6/24 Wed 11/6/24				ECDONICE DUE FROM PEGICO: TT	
		1	1 day	56FS+1 day 68FS+4 days	Fri 11/8/24 Fri 11/8/24			KH	ESPONSES DUE FROM DESIGN TEA	
	RESPONSES VIA BUILDING CONNECTED	-		50.0.1 days				GI	A DISTRIBUTES RFI RESPONSES VIA	BUILDING CONNECTED
	STEP 6: BID OPENING ACTIVITIES		13 days		Wed 11/6/24 Fri 11/22/24		STEP 6: BII	D OPENII	ACTIVITIES	
	BID PACKAGE 1		5 days		Wed 11/6/24 Tue		BII	D PACKA	:1	
	avpaove- :			tong o l	11/12/24			Ħ		
	SUBCONTRACTOR BIDS DUE & BID OPENING	1	1 day	43FS+2 days 63,72FS+7 days	Wed 11/6/24 Wed 11/6/24			Şυ	CONTRACTOR BIDS DUE & BID OPE	NING
		5	3 days	62	Fri 11/8/24 Tue 11/12/24				WEIN AND EVA	TOO NIPS
	SUBCONTRACTOR BIDS BID PACKAGE 2		6 days		Tue 11/12/24 Tue 11/19/24		_		IEW AND EVALUATE SUBCONTRAC	IUK BIDS
	DID I ACKAGE &		o uays		Tue 11/12/24 Tue 11/19/24		В	ID PACK	ot 2	
	SUBCONTRACTOR BIDS DUE & BID OPENING	1	1 day	50FS+6 days 66FS+2 days,77FS+11 days	Tue 11/12/24 Tue 11/12/24			J.	SCONTRACTOR BIDS DUE & BID OP	FNING
	REVIEW AND EVALUATE	5	3 days	65FS+2 days	Fri 11/15/24 Tue 11/19/24			* 5	CONTRACTOR BIDS DUE & BID OF	Line
	SUBCONTRACTOR BIDS				,, 140 11, 17, 21			#	EVIEW AND EVALUATE SUBCONTRA	ACTOR BIDS
	BID PACKAGE 3		6 days		Fri 11/15/24 Fri 11/22/24		ı	BID PACK	GE 3	
								17		

MASTER SCHEDULE
MALCOLM X COLLEGE
WEST SIDE LEARNING CENTER
ADDITION AND RENOVATION
4624 W. MADISON STREET
CHICAGO, IL 60644

			_	NG COMMONI		. 1		CHICAGO, IL 60644		
Task N		Days	Days	Predecessors Successors	Start Finisl	ish J	3rd Quarter 4th Quarter 1st Quarter 2nd Quarter J A S O N D J F M A	r 3rd Quarter 4th Quarter M J J A S O	1st Quarter	iarter 2nd Quarter 3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 3rd Quarter
	SUBCONTRACTOR BIDS DUE & BID OPENING	1	1 day	57FS+4 days 69,82FS+1 day,59FF	Fri 11/15/24 Fri 1	11/15/24				TOR BIDS DUE & BID OPENING
	REVIEW AND EVALUATE SUBCONTRACTOR BIDS	5	5 days	68	Mon Fri 1	11/22/24				
	STEP 7: GMA CONDUCTS SCOPE		13 days		11/18/24 Mon Thu	u 12/5/24		STEP 7: GMA CONDUCTS SCO		D EVALUATE SUBCONTRACTOR BIDS USUBCONTRACTORS
	REVIEW WITH SUBCONTRACTORS				11/18/24					
	BID PACKAGE 1		13 days		Mon Thu 11/18/24	u 12/5/24		BID	ACKAGE 1	
	SUBCONTRACTOR SCOPE MEETINGS	8	6 days	62FS+7 days 73	Mon Mon 11/18/24 11/2				SUBCONTRACTO	ACTOR SCOPE MEETINGS
	COMPLETE DRAFT BID	7	4 days	72 74,87FS+2 days	Tue 11/26/24 Mon					
	TABULATION FOR PBC REVIEW PBC REVIEW AND APPROVAL OF	2	2 days	73 75	Tue 12/3/24 Wed	d 12/4/24			COMPLETE DR	E DRAFT BID TABULATION FOR PBC REVIEW
	BID TABULATION SHEET		2 days	,,,	1 de 12/0/21 Wed				PBC REVIEW A	EW AND APPROVAL OF BID TABULATION SHEET
	GMA TO UPLOAD BID RECEIPT LOG, FINAL BID TABULATION, AND BIDS TO E-BUILDER	1	1 day	74	Thu 12/5/24 Thu	u 12/5/24			GMA TO UPLO	UPLOAD BID RECEIPT LOG, FINAL BID TABULATION, AND BIDS TO E-BUILDER
	BID PACKAGE 3		9 days		Tue 11/19/24 Mon	n 12/2/24		BID	ACKAGE 3	
	SUBCONTRACTOR SCOPE MEETINGS	4	4 days	68FS+1 day 83	Tue 11/19/24 Fri 1	11/22/24			SUBCONTRACTO	ACTOR SCOPE MEETINGS
	COMPLETE DRAFT BID	3	3 days	82 84	Mon Wed	ed			SUBCONTRACTO	ICLUK SCOPE MEETINGS
	TABULATION FOR PBC REVIEW				11/25/24 11/2				COMPLETE DRA	DRAFT BID TABULATION FOR PBC REVIEW
	PBC REVIEW AND APPROVAL OF BID TABULATION SHEET	1	1 day	83 85	Fri 11/29/24 Fri 1	11/29/24			PBC REVIEW AI	W AND APPROVAL OF BID TABULATION SHEET
	GMA TO UPLOAD BID RECEIPT LOG, FINAL BID TABULATION, AND BIDS	1	1 day	84	Mon 12/2/24 Mon	n 12/2/24			GMA TO UPLO	IPLOAD BID RECEIPT LOG, FINAL BID TABULATION, AND BIDS TO E-BUILDER
	TO E-BUILDER BID PACKAGE 2		10 days		Fri 11/29/24 Thu	u 12/12/24		ВІ	PACKAGE 2	
	SUBCONTRACTOR SCOPE MEETINGS	7	5 days	65FS+11 78FS-1 day	Fri 11/29/24 Thu	u 12/5/24			Π	
	COMPLETE DRAFT BID	2	2 days	77FS-1 day 79,88FS+1 day	Thu 12/5/24 Evi 1	12/6/24			SUBCONTRAC	TRACTOR SCOPE MEETINGS
	TABULATION FOR PBC REVIEW	2	2 days	//rs-1 uay /7,00rs+1 uay	Thu 12/5/24 Fri 1	12/0/24			COMPLETE DI	TE DRAFT BID TABULATION FOR PBC REVIEW
	PBC REVIEW AND APPROVAL OF BID TABULATION SHEET	1	1 day	78 80	Mon 12/9/24 Mon	n 12/9/24			PBC REVIEW	IEW AND APPROVAL OF BID TABULATION SHEET
	GMA TO UPLOAD BID RECEIPT LOG, FINAL BID TABULATION, AND BIDS	3	3 days	79	Tue 12/10/24 Thu	u 12/12/24			GMA TO UP	UPLOAD BID RECEIPT LOG, FINAL BID TABULATION, AND BIDS TO E-BUILDER
	TO E-BUILDER STEP 8: CM RECOMMENDS AND		8 days		Thu 12/5/24 Mon			STEP 8: CM RECOMMEN		
	AWARDS SUBCONTRACTORS BID PACKAGE 1	2	2 days	73FS+2 days 90,94SS	Thu 12/5/24 Fri 1	/ 16/24 12/6/24			T	
									BID PACKAGE	AGE 1
	BID PACKAGE 2	2	2 days	78FS+1 day 90,98SS,89FS+1 day		/11/24			BID PACKAG	KAGE 2
	BID PACKAGE 3	4	2 days	88FS+1 day 90,103SS,134FS+20 days		n /16/24			BID PACKA	CKAGE 3
	FINAL AWARD OF ALL BID PACKAGES	1	0 days	87,88,89	Mon Mon 12/16/24 12/2				12/16	
	CONSTRUCTION PHASE		482.5 day	rs	Tue 5/14/24 Wed				12/16	CONSTRUCTION PHASE
	WARRI WARRAN WARRY				T 444 (04 T	0.40.4.40.4				1
	MOBILIZATION WORK		95.5 days		Tue 5/14/24 Tue	e 9/24/24		MOBILIZATION WORK		
	INTERIOR WORK ON EXISTING BUILDING FOR TEMPORARY STUDENT/STAFF ENTRANCE & EXIT		6 days		Tue 5/14/24 Wed	ed 5/22/24	INTERIOR WORK ON EXISTING BUILDING FOR	TEMPORARY STUDENT/STAFF ENTRAN	CE & EXIT	
	ASBESTOS ABATEMENT AS NEEDED TO RELOCATE	3	2 days	119,109	Tue 5/14/24 Thu	u 5/16/24		ASBESTOS ABATEMENT AS NEEDED	0.05475	FETDICAL P. LOW VOLTAGE
	ELECTRICAL & LOW VOLTAGE				m #44.555			MODESTUS ABATEMENT AS NEEDED	O RELOCATE ELECTI	ECTINICAL & LOVY VOLTAGE
	INSTALLATION OF TEMPORARY SECURITY DESK	2	1 day	108 119,110	Thu 5/16/24 Fri 5	5/17/24		INSTALLATION OF TEMPORARY SECU	RITY DESK	
	NEW POWER AND DATA RECEPTACLES AT TEMPORARY DESK LOCATION	5	2 days	109 119,111SS+1 day	Fri 5/17/24 Tue	e 5/21/24		NEW POWER AND DATA RECEPTAC	ES AT TEMPORARY	ARY DESK LOCATION
	DOOR MODIFICATIONS & NEW HARDWARE AT NORTH TEMPORARY ENTRANCE/EXIT	3	2 days	110SS+1 day 119,112FF,117	Mon 5/20/24 Wed	ed 5/22/24		DOOR MODIFICATIONS & NEW HAI	DWARE AT NORTH	RTH TEMPORARY ENTRANCE/EXIT
	TEMPORARY SIGNAGE	2	1 day	111FF 119,135	Tue 5/21/24 Wed	ed 5/22/24		₄TEMPORARY SIGNAGE		
;	SITEWORK FOR TEMPORARY STUDENT/STAFF ENTRANCE & EXIT		17 days		Mon 9/2/24 Tue	e 9/24/24	SITEW	ORK FOR TEMPORARY STUDENT/STAF	ENTRANCE & EXIT	EXIT
	DIVVY & CTA NOTIFICATIONS	1	0 days	116FS+10 days,115	Mon 9/2/24 Mon	n 9/2/24				
								♦ 9/2		



		RANS	FURM.	ING CO	INDMMC	ITIES		CHICAGO, IL 60644
Task Name		Calendar Days	Working Days	Predecessors	Successors	Forecasted Start	Forecasted Finish	3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 2nd Quarter 3rd Quarter 1st Quarter 1st Quarter 1st Quarter 2nd Quarter 3rd Quarter 3rd Quarter 2nd Quarter 3rd Quarter 3rd Quarter 3rd Quarter 2nd Quarter 2nd Quarter 3rd Qu
	31 10 00 SITE CLEARING	7	5 days	135	137SS	Thu 4/3/25		31 10 00 SITE CLEARING
	31 20 00 EARTH MOVING	21	15 days	136SS	139SS+5 days,141,138	Thu 4/3/25	Wed 4/23/25	
	EXISTING UTILITIES REMOVAL	12	8 days	137SS+5 days	140,141,162	Thu 4/10/25	Mon 4/21/25	EXISTING UTILITIES REMOVAL
	31 23 18.13 SOIL, FILL, BACKFILI CU STRUCTURAL SOIL & CONSTRUCTION & DEMO DEBRIS		10 days	139	141	Tue 4/22/25	Mon 5/5/25	31 23 18.13 SQIL, FILL, BACKFILL, CU STRUCTURAL SQIL & CONSTRUCTION & DEMO DEBRIS REMOVAL
	SITE LAYOUT/BENCHMARKS (PREP FOR NEW WORK)		2 days	137	141	Thu 4/24/25	Fri 4/25/25	SITE LAYOUT/BENCHMARKS (PREP FOR NEW WORK)
	03 30 00 CAST-IN-PLACE CONCRETE	36	25 days	95,137,139	,1 142	Tue 5/6/25	Tue 6/10/25	03 30 00 CAST-IN-PLACE CONCRETE
	07 14 16 COLD-FLUID-APPLIED WATERPROOFING	7	5 days	95,141	144,283,152	Wed 6/11/25	Tue 6/17/25	07.14 16 COLD-FLUID APPLIED WATERPROOFING
	STRUCTURE & ENCLOSURE		146 days			Wed 6/18/25	Wed 1/14/26	
	IN SLAB ROUGH INS	14	10 days	142	276,153,151	Wed 6/18/25	Tue 7/1/25	IN SLAB ROUGH INS
	Under slab plumbing inspection	1	1 day	152	151	Wed 7/2/25	Wed 7/2/25	*Under slab plumbing inspection
	07 26 00 UNDER-SLAB VAPOR BARRIER	7	4 days	152,153	154	Thu 7/3/25	Wed 7/9/25	77 26 00 UNDER-SLAB VAPOR BARRIER
	SLAB ON GRADE	7	5 days	276,151	155FS+3 days,178FS+3	Thu 7/10/25	Wed 7/16/25	
	05 12 00 STRUCTURAL STEEL FRAMING	12	8 days	142,99FS+2	1	Thu 7/17/25	Mon 7/28/25	
	05 21 00 STEEL JOIST FRAMING	4	4 days		146,147,273,150,14		Thu 7/31/25	
	05 31 10 STEEL DECKING	6	4 days		273,150,149,155,17	78 Fri 8/1/25	Wed 8/6/25	TOS 31 10 STEEL DECKING
	11 01 90 ROOF FALL PROTECTION - DAVITS	1	1 day	100,144,14	5 163	Fri 8/1/25	Fri 8/1/25	101 90 ROOF FALL PROTECTION - DAVITS
	05 40 00 COLD-FORMED METAL FRAMING	16	12 days		156SS+10 days,158,165,166,1	Thu 8/7/25	Fri 8/22/25	05 40 00 COLD-FORMED METAL FRAMING
	06 10 00 ROUGH CARPENTRY ROOF BLOCKING	3	3 days	155	163,165,166,167,18	39 Mon 8/25/25	Wed 8/27/25	* 06 10 00 ROUGH CARPENTRY ROOF BLOCKING
	07 52 16 MODIFIED BITUMINOU MEMBRANE ROOFING	S 15	10 days	157,147	149,173	Thu 8/28/25	Thu 9/11/25	07 52 16 MODIFIED BITUMINOUS MEMBRANE ROOFING
	07 81 00 APPLIED SPRAY FIREPROOFING	14	10 days	163,144,14	5, 150,158,156	Fri 9/12/25	Thu 9/25/25	07 B1 00 APPLIED SPRAY FIREPROOFING
	07 81 23 INTUMESCENT FIREPROOFING	14	10 days	144,145,14	6, 194	Fri 9/26/25	Thu 10/9/25	D7.81.23 INTUMESCENT FIREPROOFING
	09 22 16 NON-STRUCTURAL METAL FRAMING	21	15 days	155SS+10 days,178SS	181SS+10 +8 days,183SS+5	Fri 9/26/25	Thu 10/16/25	09 22 16 NON-STRUCTURAL METAL FRAMING
	09 29 00 GYPSUM BOARD SYSTEMS (SHEATHING)	14	10 days	155,149	161,164,159,160	Fri 9/26/25	Thu 10/9/25	D9 29 00 GYPSUM BOARD SYSTEMS (SHEATHING)
	07 27 26 FLUID-APPLIED MEMBRANE AIR BARRIERS	7	5 days	101,158	164,165,166,167,16	58 Fri 10/10/25	Thu 10/16/25	12 07 27 26 FLUID APPLIED MEMBRANE AIR BARRIERS
	SPRAY FOAM INSULATION	7	5 days	158	185	Fri 10/10/25	Thu 10/16/25	SPRAY FOAM INSULATION
	07 42 13.16 METAL WALL PANELS	74	50 days	101,159,15	8, 173,174,175,176		Mon 12/29/25	07 42 13.16 METAL WALL PANELS
	08 44 GLAZED CURTAIN WALLS	28	20 days	101,155,15	7, 174,175,176,165FF,	,1 Fri 10/17/25	Thu 11/13/25	08 44 GLAZED CURTAIN WALLS
	08 41 13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS		5 days	101,155,15	7, 174,175,176	Fri 11/7/25	Thu 11/13/25	* 08.41.13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
	08 41 23 FIRE RATED ALUMINUM FRAMED ENTRANCES AND STOREFRONTS	7	5 days	101,155,15	7, 174,175,176,209,21	LC Fri 11/7/25	Thu 11/13/25	08 41 23 FIRE RATED ALUMINUM FRAMED ENTRANCES AND STOREFRONTS
	SITE UTILITIES	22	15 days	181,139,16	7 169,274	Fri 11/14/25	Fri 12/5/25	SITE UTILITIES
	07 21 00 THERMAL INSULATION	15	10 days	101,158,27	8, 168	Mon 11/17/25	Mon 12/1/25	07.21 00 THERMAL INSULATION
	04 20 00 FACE BRICK	14	10 days	101,159,16	1 174,175,176	Tue 12/2/25	Mon 12/15/25	OA 20 00 FACE BRICK
	32 13 13 CONCRETE PAVING & SIDEWALKS	14	10 days	95,162,274	171,172,170	Tue 12/9/25	Mon 12/22/25	32 13 13 CONCRETE PAVING & SIDEWALKS
	32 12 16 ASPHALT PAVING MADISON & HANDICAPPED	2	2 days	169	294	Tue 12/23/25	Wed 12/24/25	32 12 16 ASPHALT PAVING MADISON & HANDICAPPED STALLS
	STALLS							

Page 5

Prepared By: GMA Construction Group 3520 S Morgan St

		TRANS	FORM:	ING CO	OMMUN:	ITIES	CHICAGO, IL 60644
Task Nam		Calendar Days	Days	Predecessor	s Successors	Forecasted Forecasted Start Finish	3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter 1st Quarter 3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 3rd Qu
	32 31 19 DECORATIVE METAI FENCES AND GATES	16	10 days	169	172	Tue 12/23/25 Wed 1/7/26	
	07 62 00 SHEET METAL ROOF COPINGS	8	5 days	101,164,16	53 174,175,176	Tue 12/30/25 Tue 1/6/26	07 62 00 SHEET METAL ROOF COPINGS
	08 31 13 ACCESS DOORS AND FRAMES	2	2 days	100,185FF- days	+3 195	Tue 1/6/26 Wed 1/7/26	1408 31 13 ACCESS DOORS AND FRAMES
	07 91 00 PREFORMED JOINT SEALS	7	5 days	101,164,16	55, 224	Wed 1/7/26 Tue 1/13/2	T. 07 91.00 PREFORMED JOINT SEALS
	07 92 00 JOINT SEALANTS	7	5 days	101,164,16	55, 224	Wed 1/7/26 Tue 1/13/2	
	07 95 00 EXPANSION CONTRO	L 7	5 days	101,164,16	55, 284	Wed 1/7/26 Tue 1/13/2	
	32 33 00 SITE FURNISHINGS	7	5 days	169,171	294	Thu 1/8/26 Wed 1/14/2	
	MEPFP & FINISHES		166 days			Thu 8/7/25 Wed 4/1/26	MEPEP & FINISHES
	23 HVAC ROUGH IN	36	25 days	154FS+3	192,281,279,1565	S+{Thu 8/7/25 Thu 9/11/2	
	21 13 13 WET-PIPE SPRINKLE	R 21	15 days	days,146 154FS+3		Thu 8/7/25 Wed 8/27/2	23 HVAC ROUGH IN
)	SYSTEMS ROUGH IN 23 DOAS	7	5 days	days,146 96,273		Fri 8/8/25 Thu 8/14/2	21 13 13 WET-PIPE SPRINKLER SYSTEMS ROUGH IN
	26 ELECTRICAL ROUGH IN	42	30 days	Í		4 Fri 10/3/25 Thu 11/13/	23 DOAS
				days,156SS	5+5		26 ELECTRICAL ROUGH IN
	22 PLUMBING ROUGH IN	21		days,156SS		Fri 10/10/25 Thu 10/30/	22 PLUMBING ROUGH IN
	06 10 00 ROUGH CARPENTRY WALL BLOCKING	IN 2	2 days	183FF	184	Wed Thu 11/13/ 11/12/25	06 10 00 ROUGH CARPENTRY IN WALL BLOCKING
	INTERIOR WALL INSULATION	5	3 days	183,182	185	Fri 11/14/25 Tue 11/18/	interior wall insulation
	09 29 00 GYPSUM BOARD SYSTEMS	45	30 days	280,160,27	78, 186,187,188,189,1 days	11/19/25 Fri 1/2/26	09 29 00 GYPSUM BOARD SYSTEMS
	07 84 13 PENETRATION FIRESTOPPING	12	10 days	185	289	Mon 1/5/26 Fri 1/16/26	7 07.8413 PENETRATION FIRESTOPPING
	05 50 00 METAL FABRICATIO	NS 1	1 day	185	224	Mon 1/5/26 Mon 1/5/26	TOS 50.00 METAL FABRICATIONS
	12 11 12 MOTORIZED ROLLER SHADE SYSTEM	12	10 days	156,183,18	35 224	Mon 1/5/26 Fri 1/16/26	12.11.12. MOTORIZED ROLLER SHADE SYSTEM
	10 22 26 OPERABLE PARTITIO	NS 12	10 days	157,185	223	Mon 1/5/26 Fri 1/16/26	10.22.26 OPERABLE PARTITIONS
	08 11 13 HOLLOW METAL DOORS AND FRAMES	5	5 days	185	191	Mon 1/5/26 Fri 1/9/26	7, 08 11 13 HOLLOW METAL DOORS AND FRAMES
	09 30 13 CERAMIC TILING	12	10 days	178,181,18	35 193,199	Mon 1/5/26 Fri 1/16/26	Q9 30 13 CERAMIC TILING
	09 91 23 INTERIOR PAINTING	22	16 days	185,150	195,197,198,199,2	20C Mon 1/5/26 Mon 1/26/2	
		2	2 days	185	203	Mon 1/5/26 Tue 1/6/26	1 09 91 23 INTERIOR PAINTING
	09 67 23 RESINOUS FLOORING	G 7	5 days	202	204	Wed 1/7/26 Tue 1/13/2	
	08 14 16 FLUSH WOOD DOOR	S 9	7 days	185,190	224	Mon 1/12/26 Tue 1/20/2	3 09 67 23 RESINOUS FLOORING
	06 20 23 INTERIOR FINISH		5 days	203	205	Wed 1/14/26 Tue 1/20/2	₩ 08 14 16 FLUSH WOOD DOORS
	CARPENTRY 09 51 13 ACOUSTICAL PANEL					Mon 1/19/26 Fri 1/23/26	06 20 23 INTERIOR FINISH CARPENTRY
	CEILINGS						bo 51 13 ACOUSTICAL PANEL CEILINGS
	12 36 61.19 QUARTZ AGGLOMERATE COUNTERTOR		1 day	204		Wed 1/21/26 Wed 1/21/2	32 36.61.19 QUARTZ AGGLOMERATE COUNTERTOPS
	09 54 23 LINEAR METAL CEILINGS					286 Tue 1/27/26 Mon 2/9/26	09 54 23 LINEAR METAL CEILINGS
	09 77 13 STRETCHED-FABRIC WALL SYSTEMS	14	10 days	194,104	224	Tue 1/27/26 Mon 2/9/26	09 77 13 STRETCHED-FABRIC WALL SYSTEMS
	10 14 23.16 ROOM-IDENTIFICATION PANE SIGNAGE	3 L	3 days	194	224	Tue 1/27/26 Thu 1/29/2	¥10.14.23.16 ROOM-IDENTIFICATION PANEL SIGNAGE
9	10 21 13.17 PHENOLIC-CORE TOILET COMPARTMENTS	2	2 days	192,194	201	Tue 1/27/26 Wed 1/28/2	T10 21 13.17 PHENOLIC-CORE TOILET COMPARTMENTS
'	10 26 00 WALL AND DOOR PROTECTION	2	2 days	194	224	Tue 1/27/26 Wed 1/28/2	
5	08 81 13 DECORATIVE GLASS	2	2 days	194	224	Tue 1/27/26 Wed 1/28/2	
	GLAZING						10 81 13 DECORATIVE GLASS GLAZING

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k Name	2	Calendar Days	Working Days	Predecessors	Successors	Forecasted Start	Forecasted Finish	3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 3rd Quarter 1st Quarter 2nd Quarter 2nd Quarter 3rd Quarter 3rd Quarter 3rd Quarter 3rd Quarter 2nd Quarter 3rd Qu
	10 44 00 FIRE EXTINGUISHERS CABINETS AND ACCESSORIES	1	1 day	194	224	Tue 1/27/26	Tue 1/27/26	710 44 00 FIRE EXTINGUISHERS CABINETS AND ACCESSORIES
	10 56 13 WIRE MESH LOCKERS	2	2 days	194	224	Tue 1/27/26	Wed 1/28/26	*10.56.13. WIRE MESH LOCKERS
	12 48 13 ENTRANCE FLOOR MATS AND FRAMES	2	2 days	166,194	224	Tue 1/27/26	Wed 1/28/26	112 48 13 ENTRANCE FLOOR MATS AND FRAMES
	12 48 16 ENTRANCE FLOOR GRILLES	1	1 day	166,194	224	Tue 1/27/26	Tue 1/27/26	12 48 16 ENTRANCE FLOOR GRILLES
	08 71 00 DOOR HARDWARE	7	5 days	194	224	Tue 1/27/26	Mon 2/2/26	▼ 08.71.00 DOOR HARDWARE
	10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES	1	1 day	199	224	Thu 1/29/26	Thu 1/29/26	≥10 28.00. TOILET, BATH, AND LAUNDRY ACCESSORIES
	21 13 13 WET-PIPE SPRINKLER SYSTEMS TRIM OUT	7	5 days	193,194,19	5 289	Tue 2/10/26	Mon 2/16/26	21.13 3 WET-PIPE SPRINKLER SYSTEMS TRIM OUT
	22 PLUMBING TRIM OUT	3	3 days	193,194,19	5 289	Tue 2/10/26	Thu 2/12/26	22 PLUMBING TRIM OUT
	23 HVAC TRIM OUT	21	15 days	193,194,19	5 214,288	Tue 2/10/26	Mon 3/2/26	23 RVAC TRIM OUT
	26 ELECTRICAL TRIM OUT	23	17 days	193,194,19	5 217,218,219,220,22	21Tue 2/10/26	Wed 3/4/26	26 ELECTRICAL TRIM OUT
	23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC	2	2 days	213	287	Tue 3/3/26	Wed 3/4/26	723 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC
	AB CEILING BAFFLES ASSEMBLY HALL	14	10 days	194,216,10	5 224	Thu 3/5/26	Wed 3/18/26	AB CEILING BAFFLES ASSEMBLY HALL
	10 14 19 DIMENSIONAL LETTER SIGNAGE	5	3 days	216	224	Thu 3/5/26	Mon 3/9/26	7 10 14 19 DIMENSIONAL LETTER SIGNAGE
	01 64 00 OWNER-FURNISHED PRODUCTS	14	10 days	205,216	290	Thu 3/5/26	Wed 3/18/26	01 64 00 OWNER-FURNISHED PRODUCTS
	11 30 13 RESIDENTIAL APPLIANCES	1	1 day	205,216	290	Thu 3/5/26	Thu 3/5/26	711 30 13 RESIDENTIAL APPLIANCES
	01 64 00.1 AV EQUIPMENT	7	5 days	205,216	224	Thu 3/5/26	Wed 3/11/26	11 64 00.1 AV EQUIPMENT
	01 64 00.2 SECURITY EQUIPMEN	Т7	5 days	205,216	222,223	Thu 3/5/26	Wed 3/11/26	01 64 00.2 SECURITY EQUIPMENT
	09 65 19 RESILIENT TILE FLOORING	7	5 days	221	224	Thu 3/12/26	Wed 3/18/26	39 65 19 RESILIENT TILE FLOORING
	09 68 13 TILE CARPETING	14	10 days	189,221	224,292	Thu 3/12/26	Wed 3/25/26	09 68 13 TILE CARPETING
	01 74 23 FINAL CLEANING	7	5 days	187,223,22	2, 306,291SS-20 days,295	Thu 3/26/26	Wed 4/1/26	0.174,23 FINAL CLEANING
RI	RENOVATION		138 days	s		Mon 5/5/25	Mon 11/17/25	RENOVATION
	EARLIEST START DATE	1	0 days		227FS+25 days,269FS+20	Mon 5/5/25	Mon 5/5/25	♦-5/5 _□
	02 82 13 ASBESTOS ABATEMENT	7	5 days	226FS+25 days	228	Tue 6/10/25	Mon 6/16/25	© 02 82 13 ASBESTOS ABATEMENT
	02 41 19 SELECTIVE STRUCTURE 8 INTERIOR DEMOLITION	14	10 days	227	229,231,233	Tue 6/17/25	Mon 6/30/25	02 41 19 SELECTIVE STRUCTURE & INTERIOR DEMOLITION
	09 22 16 NON-STRUCTURAL META FRAMING	L 8	5 days	228	230,232,233FS-5 days	Tue 7/1/25	Tue 7/8/25	9 22 16 NON-STRUCTURAL METAL FRAMING
	23 DUCTWORK AND ROUGH IN FOI RTU REPLACEMENT	72	50 days	228	261,252	Tue 7/1/25	Wed 9/10/25	23 DUCTWORK AND ROUGH IN FOR RTU REPLACEMENT
	26 ELECTRICAL ROUGH IN	29	20 days	228,229FS- days,230FS-		Thu 7/3/25	Thu 7/31/25	26 ELECTRICAL ROUGH IN
	06 10 00 ROUGH CARPENTRY	2	2 days	229	232,233FS-5 days	Wed 7/9/25	Thu 7/10/25	106 10 00 ROJGH CARPENTRY
	22 PLUMBING ROUGH IN	7	5 days	229,230	275	Fri 7/11/25	Thu 7/17/25	■ 22 PLUMBING ROUGH IN
	07 21 00 THERMAL INSULATION	1	1 day	275	235	Mon 8/4/25	Mon 8/4/25	07 21 00 THERMAL INSULATION
	09 29 00 GYPSUM BOARD SYSTEM	5 14	10 days	275,234	236FF,237,241,243,	2 Tue 8/5/25	Mon 8/18/25	09 29 00 GYPSUM BOARD SYSTEMS
	DOORS AND FRAMES	5	3 days	235FF	238,239,240,243,25	64Thu 8/14/25	Mon 8/18/25	DOORS AND FRANCES
	07 84 13 PENETRATION FIRESTOPPING	7	5 days	235	284	Tue 8/19/25	Mon 8/25/25	× 07 84 13 PENET CATION FIRESTOPPING
	07 91 00 PREFORMED JOINT SEAL	5 2	2 days	236	284	Tue 8/19/25	Wed 8/20/25	207.91.00 PREFORMED JOINT SEALS
	07 92 00 JOINT SEALANTS	2	2 days	236	284	Tue 8/19/25	Wed 8/20/25	¥07.92.00_JOINT SEALANTS

Page 7

Prepared By: GMA Construction Group 3520 S Morgan St



		TRANSFORMING COMMUNITIES					CHICAGO, IL 60644
) Ta:	sk Name	Calendar Days	Working Days		Start	Finish	3rd Quarter 4th Quarter 1st Quarter 1st Quarter 2nd Quarter 3rd Quarter 3rd Quarter 2nd Qu
240	07 95 00 EXPANSION CONTROL	2	2 days	236	284 Tue 8/1	9/25 Wed 8/20/25	707.95.00 EXPANSION CONTROL
241	09 30 13 CERAMIC TILING	9	7 days	235	242,249,251,252,25€ Tue 8/1	9/25 Wed 8/27/25	▼ 09 30 13 CERANIC TILING
243	09 72 00 WALL COVERINGS	3	3 days	235,236	244,245,251,252,256 Tue 8/1	9/25 Thu 8/21/25	×09-72 DO WALL COVERINGS
254	09 65 36 STATIC-CONTROL RESILIENT FLOORING	1	1 day	235,236	259,260 Tue 8/1	9/25 Tue 8/19/25	209 65.36 STATIC-CONTROL RESILIENT FLOORING
244	05 50 00 METAL FABRICATIONS	1	1 day	243	247,245 Fri 8/22	2/25 Fri 8/22/25	₹05 \$0 DD METAL FABRICATIONS
245	09 91 23 INTERIOR PAINTING	3	3 days	243,244	246,247,248,250,251Mon 8/2	25/25 Wed 8/27/25	09 91 23 INTER OR PAINTING
242	09 51 13 ACOUSTICAL PANEL CEILINGS	15	10 days	241	252,256 Thu 8/2	8/25 Thu 9/11/25	09 51 13 ACQUSTICAL PANEL CEILINGS
46	10 26 00 WALL AND DOOR PROTECTION	2	2 days	245	267 Thu 8/2	8/25 Fri 8/29/25	11.25 00 WALLAND DOOR PROTECTION
247	05 73 13 GLAZED DECORATIVE METAL RAILINGS	2	2 days	244,245	267 Thu 8/2	8/25 Fri 8/29/25	13 GLAZED DECORATIVE METAL RAILINGS
248	09 54 23 LINEAR METAL CEILINGS	S 15	10 days	245	256,286 Thu 8/2	8/25 Thu 9/11/25	9 09 54 23 LINEAR METAL CEILINGS
249	10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES	1	1 day	241	251 Thu 8/2	8/25 Thu 8/28/25	10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES
250	08 81 13 DECORATIVE GLASS GLAZING	1	1 day	245	265 Thu 8/2	8/25 Thu 8/28/25	108.81.13 DECONATIVE GLASS GLAZING
255	08 71 00 DOOR HARDWARE	6	3 days	245	265 Thu 8/2	8/25 Tue 9/2/25	# 98.71.00 DOOR HARDWARE
51	22 PLUMBING TRIM OUT	1	1 day	241,243,24	15, 263 Fri 8/29	9/25 Fri 8/29/25	22 PLUMBING TRIM OUT
52	23 HVAC TRIM OUT	4	2 days	231,275,24	11, 253 Fri 9/12	2/25 Mon 9/15/25	25,23 HVAC TRIM OUT
56	26 ELECTRICAL TRIM OUT	14	10 days	236,241,24	12, 258,257FF,259,260,2 Fri 9/12	2/25 Thu 9/25/25	26 ELECTRICAL TRIM OUT
53	23 05 93 TESTING, ADJUSTING, AN BALANCING FOR HVAC	ND 1	1 day	252	287 Tue 9/1	6/25 Tue 9/16/25	223 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC
57	06 20 23 INTERIOR FINISH CARPENTRY	2	2 days	256FF	266 Wed 9/3	24/25 Thu 9/25/25	GO 20 23 INTERIOR FINISH CARPENTRY
58	01 64 00 OWNER-FURNISHED PRODUCTS	7	5 days	256	259,260 Fri 9/26	5/25 Thu 10/2/25	15 01 64 00 OWNER-FURNISHED PRODUCTS
56	09 65 19 RESILIENT TILE FLOORING	5	3 days	257	267 Fri 9/26	5/25 Tue 9/30/25	T 09 65 19 RESILIENT TILE FLOORING
57	01 74 23 FINAL CLEANING	6	4 days	266,246,24	7 306,291SS-20 Wed 10 days,264	/1/25 Mon 10/6/25	TO 1.74.28 FINAL CLEANING
59	01 64 00.1 AV EQUIPMENT	5	3 days	254,256,25	88 265 Fri 10/3	3/25 Tue 10/7/25	01.64 Op.1 AV EQUIPMENT
60	01 64 00.2 SECURITY EQUIPMENT	5	3 days	254,256,25	88 265 Fri 10/3	3/25 Tue 10/7/25	01.64.00.2 SECURITY EQUIPMENT
161	AHU DEMO & RTU FINAL CONNECTIONS (WEATHER DEPENDANT START DATE)	49	35 days	231	262 Thu 9/1	1/25 Wed 10/29/25	AHU DEMO & RTU FINAL CONNECTIONS (WEATHER DEPENDANT START DATE)
52	TEST & BALANCE	7	5 days	261	264,263 Thu 10/	30/25 Wed 11/5/25	TEST & BALANCE
63	MEP INSPECTIONS	2	2 days	262,251	265 Thu 11/	6/25 Fri 11/7/25	THEP INSPECTIONS
64	COMMISSIONING	2	2 days	262,267	265FS+5 days Thu 11/	6/25 Fri 11/7/25	• COMMISSIONING
265	RENOVATIONS WORK TURN OVER	R 1	1 day	264FS+5 days,250,2	Mon 55 11/17/2	Mon 25 11/17/25	RENOVATIONS WORK TURN OVER
68	ROOF REPLACEMENT		60 days			3/25 Tue 8/26/25	ROOF REPLACEMENT
69	07 21 00 THERMAL INSULATION ROOF	43	30 days	226FS+20 days	271,270SS Tue 6/3	/25 Tue 7/15/25	07 21 00 THERMAL INSULATION ROOF
70	07 52 16 MODIFIED BITUMINOUS MEMBRANE ROOFING	43	30 days			/25 Tue 7/15/25	07 52 16 MODIFIED BITUMINOUS MEMBRANE ROOFING
71	07 62 00 SHEET METAL FLASHING AND TRIM	G 42	30 days	270,269		16/25 Tue 8/26/25	07 62 00 SHEET METAL FLASHING AND TRIM
272	INSPECTIONS, TESTING, AND COMISSIONING		197 day	rs?	Wed 6/	18/25 Thu 3/26/26	INSPECTIONS, TESTING, AND COMISSIONING
75	ROUGH INSPECTIONS (EXISTING BUILDING)	1	1 day	232,233	234,235,252 Fri 8/1/	725 Fri 8/1/25	SOUGH INSPECTIONS (EXISTING BUILDING)
283	WATERPROOFING INSPECTION	1	1 day	142	164 Wed 6/	18/25 Wed 6/18/25	WATERPROOFING INSPECTION
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Task	Name	Calendar Days	Working Days	Predecess	ors Successors	Forecasted Start	Forecasted Finish	3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 3rd Quarter 3rd Quarter 1st Quarter 2nd Quarter 2nd Quarter 3rd Quarter 2nd Quarter 2nd Quarter 2nd Quarter 3rd Quarter 2nd Quarter 2nd Quarter 2nd Quarter 2nd Quarter 3rd Quarter 2nd Quarter 2nd Quarter 3rd Quarter 3rd Quarter 2nd Quarter 2nd Quarter 2nd Quarter 3rd Quarter 3rd Quarter 2nd Quarter 3rd Quarter 3rd Quarter 3rd Quarter 2nd Quarter 3rd Qu
	IN SLAB INSPECTIONS	1	1 day	152	154	Wed 7/2/25	Wed 7/2/25	
	STEEL INSPECTION	1	1 day	144,145,	146 150,179,149	Thu 8/7/25	Thu 8/7/25	STEELINSPECTION
	ROUGH INSPECTIONS SPRINKLERS (ADDITION)	1	1 day	180	185	Thu 8/28/25	5 Thu 8/28/25	
	FIRE PROTECTION INSPECTION	1	1 day	180	289FF	Thu 8/28/25	Thu 8/28/25	FIRE PROTECTION INSPECTION
	ROUGH INSPECTIONS HVAC (ADDITION)	1	1 day	178	185	Fri 9/12/25	Fri 9/12/25	ROUGH INSPECTIONS HVAC (ADDITION)
	ROOFING INSPECTION	1	1 day	178,179,	271 289FF	Fri 9/12/25	Fri 9/12/25	PROFINGINSPECTION
	ROUGH INSPECTIONS PLUMBING (ADDITION)	1	1 day	181	161,185	Fri 10/31/25	Fri 10/31/25	™ROUGH INSPECTIONS PLUMBING (ADDITION)
	ROUGH INSPECTIONS ELECTRICAL(ADDITION)	1	1 day	183	161,185	Fri 11/14/25	Fri 11/14/25	FROUGH INSPECTIONS ELECTRICAL (ADDITION)
	UTILITY INSPECTIONS	1	1 day?	162	169	Mon 12/8/2	5 Mon 12/8/25	UTILITY INSPECTIONS
	01 83 16 BUILDING ENCLOSURE FIELD TESTING	3	3 days	176,237,	238, 285	Wed 1/14/2	6 Fri 1/16/26	10 1 83 16 BUILDING ENCLOSURE FIELD TESTING
	EXISTING SKYLIGHT TESTING	1	1 day	284	289FF	Mon 1/19/2	6 Mon 1/19/26	EXISTING SKYLIGHT TESTING
	SPECIAL INSPECTION FOR SUSPENDE CEILING SYSTEM	D 1	1 day	195,248	289FF	Tue 2/10/26	Tue 2/10/26	**SPECIAL INSPECTION FOR SUSPENDED CEILING SYSTEM
	00 01 11.3 FINAL COMMISSIONING	1	1 day	214,253,	216, 288,289SS,293	Thu 3/5/26	Thu 3/5/26	200.01 11.3 FINAL COMMISSIONING
	FINAL INSPECTIONS	1	1 day	287SS,28	31FF, 292,293	Thu 3/19/26	Thu 3/19/26	FINAL INSPECTIONS
	KITCHEN INSPECTION	1	1 day	218,219	289FF	Thu 3/19/26	Thu 3/19/26	TXITCHEN INSPECTION
	01 81 09 LEED TESTING FOR INDOOR AIR QUALITY	1	1 day	287,213,	294 295	Thu 3/26/26	Thu 3/26/26	01 81 09 LEED TESTING FOR INDOOR AIR QUALITY
	PUNCHLIST	28	20 days	224SS-20 days,267		Thu 2/26/26	Wed 3/25/26	PUNCHLIST
	01 78 39 PROJECT RECORD DOCUMENTS	7	5 days	287,289	306	Fri 3/20/26	Thu 3/26/26	01.78.39 PROJECT RECORD DOCUMENTS
	PARTIAL CERTIFICATE OF OCCUPANCY	1	0 days	289,223	294	Wed 3/25/2	26 Wed 3/25/26	3/25
	SUBSTANTIAL COMPLETION	1	0 days	292,170,	172 305,295,288	Wed 3/25/2	26 Wed 3/25/26	3/25
	01 79 00 DEMONSTRATION AND TRAINING	1	1 day	294	295	Thu 3/26/26	Thu 3/26/26	701 79 00 DEMONSTRATION AND TRAINING
	BUILDING TURNOVER	1	0 days	294,224	,305,296	Wed 4/1/26	Wed 4/1/26	4/1
	TIME OFF SITE DUE TO WINTER	14	10 days	295	298	Thu 4/2/26	Wed 4/15/26	TIME OFF SITE DUE TO WINTER
	PHASE 2		16 days			Thu 4/16/2	26 Thu 5/7/26	PHASE 2 I T T
	WEATHER CONSTRAINT	1	1 day	296	301,303,299	Thu 4/16/26	Thu 4/16/26	WEATHER CONSTRAINT
	32 93 00 EXTERIOR PLANTS AND SOI	L 14	10 days	298	300	Fri 4/17/26	Thu 4/30/26	32 93 00 EXTERIOR PLANTS AND SOIL
	01 50 00 TEMPORARY FACILITIES (RELOCATION)	5	3 days	298	302	Fri 4/17/26	Tue 4/21/26	0 50 00 TEMPORARY FACILITIES (RELOCATION)
	32 12 36 ASPHALT SEALCOAT MAIN LOT	4	2 days	298	304	Fri 4/17/26	Mon 4/20/26	▼ 32 12 36 ASPHALT SEALCOAT MAIN LOT
	04 20 00 UNIT MASONRY AT TRASH ENCLOSURE	9	7 days	301	304FF	Wed 4/22/2	6 Thu 4/30/26	04 20 00 UNIT MASONRY AT TRASH ENCLOSURE
	32 17 23.13 PAINTED PAVEMENT MARKINGS - MAIN LOT	3	3 days	303,302	FF 306	Tue 4/28/26	Thu 4/30/26	32 17 23.13 PAINTED PAVEMENT MARKINGS - MAIN LOT
	32 92 00 TURF AND GRASSES	7	5 days	299	306		Thu 5/7/26	32 92 00 TURF AND GRASSES
	ALL SITEWORK COMPLETED/DEMOBILIZATION	1	0 days	224,267,	304,	Thu 5/7/26	Thu 5/7/26	\$ 5/7

Page 9

Prepared By:
GMA Construction Group
3520 S Morgan St

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EXHIBIT C

Guaranteed Maximum Price (GMP) Cost Form

EXHIBIT C. CONSTRUCTION MANAGEMENT AT RISK SERVICES GUARANTEED MAXIMUM PRICE COST FORM

PROJECT NAME: Malcolm X College West Side Learning Center Addition and Renovations CONTRACT NO.: PS3089 **CONSTRUCTION MANAGER AT RISK: GMA Construction Group** COST **DESCRIPTION** 1 General Conditions **Total General Conditions** \$ 1,367,215.00 2 Payment and Performance Bond & Insurance Payment and Performance Bond 215,713.00 129,428.00 Insurance **Total Bonds and Insurance** 345,141.00 **Construction Services (A+B)** Pre-Construction Services¹ Total Pre-Construction Services (A) \$ 311,452.00 Cost of the Work (Cost of Construction + Allowances + CM Contingency + Commission's Contingency) Cost of Construction² 10,661,530.00 Site Work Allowance² 50,000.00 20,000.00 Environmental Allowance² CM's Contingency² 381,000.00 Commission's Contingency² 231,000.00 Total Cost of Work (B) \$ 11,343,530.00 **Total Construction Services (A+B)** 11,654,982.00 4 Construction Manager's Fee (Percentage of the total value of line 3) 4% **Total of Construction Management Fee** 466,199.28 5 The Guaranteed Maximum Price (Value of Lines 1 + 2 + 3 + 4) 13,833,537.28 \$ Indicates values to be included in the MBE/WBE calculation of Line 3 – Construction Services (A+B) Unused portions of all funds will be returned to the Project's budget and ultimately, the City Colleges of Chicago Cornelius Griggs/President Name/Title 3/20/2025

EXHIBIT D

Construction Manager Key Personnel

TAR 4

QUALIFICATIONS AND EXPERIENCE OF KEY STAFF RESUME ORGANIZATIONAL CHART LICENSES AND GENERAL INFORMATION





Cornelius Griggs

President

Education

BS, Chicago State University
MS, Executive Management
for Design and Construction,
Northwestern University
MITO, Illinois Institute of Technology

Years of Experience

19 years of experience



Cornelius Griggs is the President of GMA Construction Group. In his more than 19 years of experience, he has completed projects in a wide range of sectors. Cornelius will provide executive-level oversight on matters related to estimating, risk management, staffing, fsafety, quality assurance, and quality control. He will have overall responsibility for ensuring the Project is delivered in accordance with the Owner's expectations.

Cook County - City Hall Building Renovation - Floors 1, 2, and 5

Chicago, IL / \$20 million

GMA is the CMAR providing preconstruction and construction phase services for the renovation of Floors 1, 2, and 5. The scope requires coordination within an active building housing such tenants as the County President, Board Room, Commissioners on the 5th floor and the Clerk's offices on the first and second floors, encompassing a total of 76,378 SF.

City of Chicago - Joint Public Safety Training Academy

Chicago, IL / \$98 million

GMA in a Joint Venture with Bowa Construction, Berglund Construction and AECOM-Hunt built this training campus on the far west side of Chicago. The project consolidates and replaces various Chicago Police Department and Fire Department training facilities in a new centralized campus, designed to provide all of Chicago's first responders with modern facilities for learning and practicing the latest techniques in emergency response.

Cook County - Harrison Square Tenant Improvement Project

Chicago, IL / \$11.5 million

GMA delivered this project for Cook County Health under a Construction Manager At-Risk/GMP with Design Assist and Construction Phase Services. The scope of work includes transforming more than 70,000 SF of space on seven floors into health clinics and medical offices for CCHHS.

Pullman National Monument Admin and Clock Tower Building

Chicago, IL / \$5.8 million

The scope of work for this historic building included tenant improvements to the three-story administration building for both administrative purposes and to create a fully functional public area that will house exhibits, bookstore, central lobby area, meeting rooms, staff offices, and conference space.

GSA CFTC Office Renovation at the Metcalfe Federal Building

Chicago, IL / \$6 million

GMA was selected by the U.S. General Services Administration to deliver this 27,881 SF occupied renovation/ tenant improvement project with office space at the Metcalfe Federal Building. The project will consolidate existing tenants into federally-owned space on the 7th and 8th floors of the building.

National Public Housing Museum

Chicago, IL / \$18 million

GMA has been selected to revitalize the last-standing building of the Jane Addams Homes into a museum detailing the history of public housing in America and 15 residential units. GMA's scope of work includes a new entry canopy, vestibule, and lobby, event space with access to the courtyard, installation of MEP and life safety

systems, and a new elevator and stair tower. CN_PBC_JLB_CMAR_WSLC_Agreement_Inclusive_PS3089_20250320_FULLYEXECUTEDFINAL



Nehal Desai
Project Executive

Education

Northwestern University M.S., Project Management

Years of Experience 24 years of experience

Nehal is responsible for providing leadership for multiple aspects of controls including costs, planning, scheduling, engineering, supervision, and management of personnel. He is involved from project start-up through project completion and the entire close-out process. Nehal is responsible for effective subcontractor coordination and ensuring the highest levels of safety and quality achievement for the project.

Chicago Park District – Canal Origins Boat House

Chicago, IL / \$9 million

The uniquely-designed boathouse is divided into two buildings, a 5,800 SF rowing training facility and a 13,000-square-foot boat storage building. The new facility will serve as a community resource, and expose residents to the sport of rowing. Classes will be held to teach the sport, and the space will double as a field house to provide local residents with wellness classes and day camp programs.

Chicago Park District (CPD) - Maggie Daley Park Renovation

Chicago, IL / \$40 million

The project consisted of installing 75,000 cubic yards of lightweight, cost-effective, environmentally safe geofoam to reduce weight on the parking structure below the site. More than 1,000 trees were planted to provide a diverse landscape and attract migrating birds and wildlife. Other components of the park include an intricately designed and constructed "Skating Ribbon"; several unique playground areas; a complex climbing wall; and 50-foot light masts that create a "moon-lit" glow across the park.

William Jones College Prep. High School

Chicago, IL / \$90 million

This project is a new seven-story, 280,000-square-foot high school for the City of Chicago. In addition to classrooms and science labs, the 1,200-student facility includes a college resource center, a large gym with a weight room, a six-lane swimming pool, visual and performing arts studios, underground staff parking and a professional-quality auditorium with a scene shop, dressing rooms and green rooms.

Hotel Zachary / Hickory Street Capital (HSC Tower II)

Chicago, IL / \$67 million

A new seven-story, 280,000 sf. Boutique, lifestyle hotel adjacent to Historic Wrigley Field. Includes 173 guestrooms, lobby areas, and its tenant spaces offering unique restaurants and dining options. Project delivered ahead of schedule in March 2018.

CPS: Edison Park Elementary School Linked Annex

Completed 2013 (Value: \$10M)

CPS: Nathan Hale Elementary School Linked Annex

Completed 2013 (Value: \$11M)

Chicago Midway Airport - Consolidated Rental Car Facility

Chicago, IL / \$50 million

Loyola University - Information Commons

Chicago, IL / \$30 million



Jeff Williams
Project Manager

Education

BS, Construction Management, Bradley University CIS and Architecture, Triton College

Years of Experience

12 years of experience 2 years with GMA





As Project Manager, Jeff is responsible for providing leadership for multiple aspects of controls including costs, planning, scheduling, engineering, supervision, and management of personnel. He is involved from project start-up through project completion and the entire close-out process. Jeff is responsible for effective subcontractor coordination and ensuring the highest levels of safety and quality achievement for the project.

K-Town Center

Chicago, IL / \$17 million

GMA and Wight were selected to build Lawndale Christian Legal Center's newest campus. The two-story, 28,000 SF facility will include housing for underserved black male youth who are facing financial and legal hardships before and after incarceration. The facility will also include more than 15,000 SF of new office space for current LCLC staff including attorneys, counselors, and advisors responsible for progressing LCLC's community-based mission.

Rauner Family Veteran Studios

Chicago, IL / \$18 million

The project consists of the new construction of a 90-unit Single Room Occupancy (SRO) building for homeless and disabled veterans. The project will include first floor supportive space and new landscaping. Located in the Lawndale neighborhood, the project is being delivered using federal HUD funding. The project achieved 47% MBE and 7% WBE participation.

Lazarus Apartments

Chicago, IL / \$9 million

GMA Construction Group is renovating 33 apartments as part of the Lazarus Apartments project in North Lawndale, which restores an abandoned building, brining affordable housing back in the housing stock and preserve them at low rates for 30 years. Fifteen units in the building would be set aside for formerly incarcerated residents and their families. In total, the revitalization of the Lazarus Apartments complex will create 48 units of affording rental housing for families.

St. Mary's Medical Center Addition

Chicago, IL / \$40 million

This project involves a Surgical Pavilion Addition and CHS Porter - ED Addition and Renovation. The surgical pavilion adjoined the operating hospital with a four-story addition including a new surgical department and a 20-bed intensive care unit. The 113,000 square-foot expansion includes 40,000 square-feet of third and fourth floor space that allows flexibility to meet future patient care needs.

Jones College Prep

Chicago, IL / \$98 million

Project Engineer for this new seven-story, 280,000-square-foot high school for the City of Chicago. In addition to classrooms and science labs, the 1,200-student facility includes a college resource center, a large gym with a weight room, a six-lane swimming pool, visual and performing arts studios, underground staff parking and a professional-quality auditorium with a scene shop, dressing rooms and green rooms.



Vince Caporale

Quality Control Manager

Education

University of Nebraska (Lincoln), Bachelor of Science in Architectural Studies

Years of Experience

35 years of experience





Vince brings 35 years of experience in the construction industry working both as an Architect and Construction Manager. The first half of his career was spent as an Architect at Goettsch Partner, which involved managing the technical areas of the field and the construction phase of projects including leading the development of Contract Documents, developing details spanning numerous construction types, writing specifications, coordinating MEP systems, developing & coordinating structural systems with the Engineers, shop drawing review & coordination, and construction administration.

The second half of his career has been working for a General Contractor in the role of Senior Construction Technical Manager. His responsibilities have included leading the MEP coordination process through BIM modeling on numerous large-scale and design-build projects, devising details in collaboration with the Design Team and Subcontractors to address various issues that arise during construction; exterior envelope coordination; extensive experience in re-purposing historical & landmark structures; addressing flaws, constructability issues, or missing information in the Architect's design and documentation; and development of value engineering alternatives. The end result is allowing construction issues to be addressed in a quicker time period along with reducing the timely steps involved with review & input by the design team.

Gibbons-Steger Renovation

Chicago, Illinois / \$33.7 million

Renovation and conversion of two historic 16- and 19-floor towers into student housing that included a new bridge link to join the buildings. The project also included renovating an old coach-house structure located between the towers that was known as one the oldest surviving buildings in the Loop.

The Shoreland Apartments

Chicago, Illinois

This project includes the residential conversion of a historic 14-story hotel in Hyde Park into 330 apartments. It included converting the basement into a parking garage and a new construction expansion below the driveway entry.

188 W. Randolph Tower City Apartments

Chicago, Illinois

This project involves converting a historic 45-story office tower built in 1929 into apartments. The redevelopment included 310 rental residential units (20% affordable), 9,500 square feet of retail space on the ground floor including a full-service restaurant and coffee shop, leasing offices, conference rooms and amenities (e.g. fitness center, swimming pool, spas, and theater), and a social club.

The Metropolitan, 310 & 318 S. Michigan Ave

Chicago, Illinois

Renovation of a 30-story historic office building built in 1924 into 250 luxury condominium units. The scope included: 1) A new exterior elevator tower extending the entire height of tower; 2) Conversion of lower 6 floors into 290 car parking garage; 3) Restoration of ziggurat tower top with new terne-coated stainless steel; 4) New exterior stair tower up to the 22nd floor. The project also included renovation of adjacent 7-story 318 S. Michigan Ave building (Originally built about 1865) for interior condos, a rooftop penthouse addition, and an exterior façade renovation including rebuilding of the terra-cotta upper floor & ornamental cornice.



Mike Foggie

Safety Manager

Education

Olive Harvey College, Chicago, IL

Years of Experience

40 years of experience 3 years with GMA

Certifications

OSHA 30-Hour, Suspended & Supported Scaffold Hazard Awareness, Electrical Safety, Confined Space Hazard Awareness, Excavation Hazard Awareness, Work Zone Hazard Awareness, Fall Protection Hazard Awareness, First Aid / Adult CPR / AED, 145 Hour Construction Safety Administrator



Bringing more than 40 years of construction experience, Mike serves as GMA's Safety Director. He is responsible for managing the safety and risk associated with all GMA construction projects and company operations. He plans, directs and implements the GMA's safety program to ensure a safe, healthy and accident free work environment. Mike also ensures compliance with all applicable federal, state, county and local safety related regulations.

Cook County - Harrison Square Tenant Improvement Project

Chicago, IL / \$11.5 million

GMA delivered this project for Cook County Health under a Construction Manager At-Risk/GMP with Design Assist and Construction Phase Services. The scope of work includes transforming more than 70,000 SF of space on seven floors into health clinics and medical offices for CCHHS.

Pullman National Monument Admin and Clock Tower Building

Chicago, IL / \$5.8 million / Office

The scope of work for this historic building included tenant improvements to the three-story administration building for both administrative purposes and to create a fully functional public area that will house exhibits, bookstore, central lobby area, meeting rooms, staff offices, and conference space.

GSA CFTC Office Renovation at the Metcalfe Federal Building

Chicago, IL / \$6 million

GMA was selected by the U.S. General Services Administration to deliver this 27,881 SF occupied renovation/ tenant improvement project with office space at the Metcalfe Federal Building. The project will consolidate existing tenants into federally-owned space on the 7th and 8th floors of the building.

Invest South West - Auburn Gresham Apartments

Chicago, IL / \$40 million

Located at 838 W. 79th, the first building will stand three floors with a mix of commercial and residential space. On the upper floors, 28 apartments will be split between one-beds, two-beds, and three-bedroom configurations. The second building, located at 757 W. 79th, will stand five floors. The upper four floors will hold 30 apartments, ranging from one-beds to three-beds.

O'Hare - American Airlines, T3 landside Interior Improvements

Chicago, IL | Safety Manager

Safety Supervisor for Terminal 3 renovations which included new floors, ceilings, lighting, mechanical systems, and fire protection systems. All of the worked was phased around peak travel periods to avoid traffic disruptions. The project impacted all public areas and required careful safety planning.

National Public Housing Museum

Chicago, IL / \$18 million

GMA has been selected to revitalize the last-standing building of the Jane Addams Homes into a museum detailing the history of public housing in America and 15 residential units. GMA's scope of work includes a new entry canopy, vestibule, and lobby, event space with access to the courtyard, installation of MEP and life safety systems, and a new elevator and stair tower.

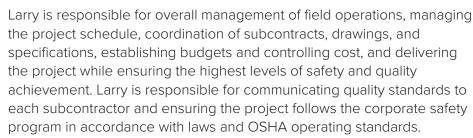


Larry Johnson Superintendent

Education

BS, Construction Management,





Cook County - Harrison Square Tenant Improvement Project

Chicago, IL / \$11.5 million

GMA delivered this project for Cook County Health under a Construction Manager At-Risk/GMP with Design Assist and Construction Phase Services. The scope of work includes transforming more than 70,000 SF of space on seven floors into health clinics and medical offices for CCHHS.

GSA CFTC Office Renovation at the Metcalfe Federal Building

Chicago, IL / \$6 million

GMA was selected by the U.S. General Services Administration to deliver this 27,881 SF occupied renovation/ tenant improvement project with office space at the Metcalfe Federal Building. The project will consolidate existing tenants into federally-owned space on the 7th and 8th floors of the building.

Invest South West - Auburn Gresham Apartments

Chicago, IL / \$40 million

Located at 838 W. 79th, the first building will stand three floors with a mix of commercial and residential space. On the upper floors, 28 apartments will be split between one-beds, two-beds, and three-bedroom configurations. The second building, located at 757 W. 79th, will stand five floors. The upper four floors will hold 30 apartments, ranging from one-beds to three-beds.

Metra 10th Floor Renovation

Chicago, IL / \$3 million

The Metra 10th Floor renovation project consists of partial demolition and buildout of Metra's 16,000 SF office space on the 10th floor. The renovation included mechanical additions and reconfigurations, electrical, lighting, plumbing, fire alarm, and security.

Chicago Bee Library Building Renovation

Chicago, IL / \$3.5 million

The project consisted of the complete interior demolition and renovation of a 7,211 SF historical landmark. The project included a library on the ground floor, a family literacy center, and computer lab on the second floor. Elevator systems and other accessories were installed to make facility ADA accessible.

Reliance Building Restoration

Chicago, IL / \$6 million

Restoration of a 16-story, 80,000 SF historic office building. The Reliance Building enjoys landmark status in the City of Chicago, the State of Illinois, and the National Register.



Randy Butler
Lead Estimator

Years of Experience 30 years of experience

Education

Bachelors of Science, Construction Management & Technology, Western Illinois University





Randy is a hands-on construction management professional. His strong communication skills are coupled with his ability to lead. Randy is experienced in contract negotiations, project estimating, impending design issues, document preparation, building code and regulations, material purchasing and site management through certification of occupancy. Randy brings 30+ years of experience supporting the needs of high-level clientele including the General Services Administration, University of Illinois Chicago, the US Army Corps of Engineers, Cook County Dept. of Transportation, City of Chicago, and others.

Cook County Building Renovation - Floors 1, 2, and 5

Chicago, IL / \$20 million

GMA is the CMAR providing preconstruction and construction phase services for the renovation of Floors 1, 2, and 5. The scope requires coordination within an active building housing such tenants as the County President, Board Room, Commissioners on the 5th floor and the Clerk's offices on the first and second floors, encompassing a total of 76,378 SF.

GSA IRS Office Renovation at the Klucynski Federal Building

Chicago, IL / \$8 million

The project consists of a renovation of 35,000 SF of office space at the JCK Federal Building on the 17th and 19th floors. The scope includes the build-out of office space and upgrades to the existing MEP/FP systems.

National Public Housing Museum + Residences

Chicago, IL / \$18 million

GMA has been selected to revitalize the last-standing building of the Jane Addams Homes into a museum detailing the history of public housing in America and 15 residential units. GMA's scope of work includes a new entry canopy, vestibule, and lobby, event space with access to the courtyard, installation of MEP and life safety systems, and a new elevator and stair tower.

Public Building Commission JOC

Chicago, IL / \$18 million

Met with the team on several school building site projects for upcoming school construction. Our scope of work was to complete the site grading and subsurface work for the upcoming school project. We would meet with the team to determine to correct scope of work and the acceptable cost for the project. We were responsible for all the trades involved to get the site in proper order for the future school building. Work included removing replacing contaminated soils, providing caissons/grade beams and other miscellaneous work required to get the subsurface work done for the client.

JCK Building CBP/OPR Office Build-out

Chicago, IL

Demolish and remove existing office partition system, flooring and ceilings in the existing office space (22,500 s.f.). Complete the construction of the new office plan, provide the new office furniture/wall systems and make changes to the MEPFp systems as needed for the new floor plan. All work was completed in phases so that the facility could remain operational.



Vince Caporale

MEP / Technical Coordinator

Education

University of Nebraska (Lincoln), Bachelor of Science in Architectural Studies

Years of Experience

35 years of experience

Vince brings 35 years of experience in the construction industry working both as an Architect and Construction Manager. The first half of his career was spent as an Architect at Goettsch Partner, which involved managing the technical areas of the field and the construction phase of projects including leading the development of Contract Documents, developing details spanning numerous construction types, writing specifications, coordinating MEP systems, developing & coordinating structural systems with the Engineers, shop drawing review & coordination, and construction administration.

The second half of his career has been working for a General Contractor in the role of Senior Construction Technical Manager. His responsibilities have included leading the MEP coordination process through BIM modeling on numerous large-scale and design-build projects, devising details in collaboration with the Design Team and Subcontractors to address various issues that arise during construction; exterior envelope coordination; extensive experience in re-purposing historical & landmark structures; addressing flaws, constructability issues, or missing information in the Architect's design and documentation; and development of value engineering alternatives. The end result is allowing construction issues to be addressed in a quicker time period along with reducing the timely steps involved with review & input by the design team.

Gibbons-Steger Renovation

Chicago, Illinois / \$33.7 million

Renovation and conversion of two historic 16- and 19-floor towers into student housing that included a new bridge link to join the buildings. The project also included renovating an old coach-house structure located between the towers that was known as one the oldest surviving buildings in the Loop.

The Shoreland Apartments

Chicago, Illinois

This project includes the residential conversion of a historic 14-story hotel in Hyde Park into 330 apartments. It included converting the basement into a parking garage and a new construction expansion below the driveway entry.

188 W. Randolph Tower City Apartments

Chicago, Illinois

This project involves converting a historic 45-story office tower built in 1929 into apartments. The redevelopment included 310 rental residential units (20% affordable), 9,500 square feet of retail space on the ground floor including a full-service restaurant and coffee shop, leasing offices, conference rooms and amenities (e.g. fitness center, swimming pool, spas, and theater), and a social club.

The Metropolitan, 310 & 318 S. Michigan Ave

Chicago, Illinois

Renovation of a 30-story historic office building built in 1924 into 250 luxury condominium units. The scope included: 1) A new exterior elevator tower extending the entire height of tower; 2) Conversion of lower 6 floors into 290 car parking garage; 3) Restoration of ziggurat tower top with new terne-coated stainless steel; 4) New exterior stair tower up to the 22nd floor. The project also included renovation of adjacent 7-story 318 S. Michigan Ave building (Originally built about 1865) for interior condos, a rooftop penthouse addition, and an exterior façade renovation including rebuilding of the terra-cotta upper floor & ornamental cornice.







Jacqueline Doyle, PE
Scheduler

Education

Illinois Institute of Technology, Master of Science in Construction Engineering & Management

University of Illinois at Chicago, Bachelor of Science in Civil Engineering

Project Management Professional

Planning & Scheduling Professional AACE International

Years of Experience

27 years of experience



Ms. Doyle is a Professional Engineer with 27 years of experience in construction and engineering consulting including CPM scheduling, project management, owner representation, and program management. Strengths include managing project controls, communicating goals and priorities, and project management and coordination.

Public Building Commission, Chicago, IL

Built and maintained schedules for Jones College Prep School project, Edgebrook Elementary School project, and Humboldt Public Library.

Cook County - City Hall Building Renovation - Floors 1, 2, and 5

GMA is the CMAR providing preconstruction and construction phase services for the renovation of Floors 1, 2, and 5. The scope requires coordination within an active building housing such tenants as the County President, Board Room, Commissioners on the 5th floor and the Clerk's offices on the first and second floors, encompassing a total of 76,378 SF.

Chicago Public Schools, Chicago, IL

Maintained master schedule for 600 school projects, performed project schedule reviews and time impact analysis reviews.

Cook County Dept. of Corrections and Health & Hospital Systems, Chicago, IL

Provided schedule reviews and change order analysis for the Residential Medical Treatment Unit Project and various renovations within the Stroger Medical Center.

Chicago Transit Authority, Chicago, IL

Developed and maintained master project schedules for all CTA capital projects (track work, stations, bus facilities) from design through closeout. Coordinated consultant efforts on scheduling. Also developed and updated the master schedule for Red-Purple Modernization Program.

Chicago Housing Authority, Chicago, IL

Built and maintained project schedules for large housing renovation projects and task order projects. Reviewed contractor schedules for compliance & maintained master program schedule.

Rush University Medical Center, Chicago, IL

Coordinated master program schedule for the \$850 million Transformation program. Provided master CPM scheduling services for all projects within the program.

Metropolitan Water Reclamation District, Chicago, IL

Provided change order analysis and schedule analysis for a large sludge project, provided schedule oversight services for Majewski Reservoir.

O'Hare Modernization Program

Built, maintained, and updated schedules for various airport projects including runways deicing facilities, and building modernization.



Sarah Morie

Procurement / Bidding Manager

Education

Bachelor of Arts, Architecture, Illinois Institute of Technology

Years of Experience

25 years of experience

Certifications

LEED AP OSHA 30

Licensed Architect - IL (inactive)

Sarah is a results-driven and forward-thinking leader with a solid record of accomplishment in the construction industry over a stellar 28-year career. She has experience developing and motivating outstanding teams while streamlining processes to maximize business efficiency and profitability. Sarah is innovative and resourceful with exceptional business acumen.

Cook County Building Renovation - Floors 1, 2, and 5

Chicago, IL / \$20 million

GMA is the CMAR providing preconstruction and construction phase services for the renovation of Floors 1, 2, and 5. The scope requires coordination within an active building housing such tenants as the County President, Board Room, Commissioners on the 5th floor and the Clerk's offices on the first and second floors, encompassing a total of 76,378 SF.

Merritt College Center for Science & Allied Health

Oakland, CA / \$54 million

The Center for Science and Allied Health is a design-build project for Perralta Community College District. The center consists of two seismically isolated portions (a four-story structure to the east and a predominantly two-story structure to the west) with slab-on-grade construction for the at-grade lower floors. The LEED Gold building has an 110,000-square-foot footprint and features classrooms, genomics laboratories, and other educational and student support space.

LAX Tom Bradley International Terminal West Gates & Core Improvements

Los Angeles, CA / \$1.3 billion

LAX Bradley West Gates involved construction of two concourse facilities for the Tom Bradley International Terminal. The concourses, totaling 500,000 square feet with 17 international gates, were built immediately adjacent to the international concourses they replaced. The four-level facility features wide and spacious passenger circulation areas. Level 4 is dedicated to a glass-walled international flight sterile corridor and connects 15 separate vertical transportation cores.

LAX Bradley West Core Improvements resulted in the expansion and renovation of the existing Tom Bradley International Terminal central core. The project included approximately 500,000 square feet of new construction and expansion, along with approximately 300,000 square feet of renovation. The new construction portion included complete international services, baggage handling, airline operations, concessions, airline VIP lounges and customs and immigration.

Westfield at LAX Terminal 3 Tenant Improvement Projects

Los Angeles, CA / \$16 million

Homebound Technology – Luxury Homes Division

Management of Private Client Luxury Home Construction





Jeff Williams

Compliance / Diversity

Manager

Education

BS, Construction Management, Bradley University CIS and Architecture, Triton College

Years of Experience

12 years of experience 2 years with GMA





Jeff will serve as both the Project Manager and Compliance / Diversity Manager as he has served in these dual roles on multiple GMA projects, including those listed below.

K-Town Center

Chicago, IL / \$17 million

GMA and Wight were selected to build Lawndale Christian Legal Center's newest campus. The two-story, 28,000 SF facility will include housing for underserved black male youth who are facing financial and legal hardships before and after incarceration. The facility will also include more than 15,000 SF of new office space for current LCLC staff including attorneys, counselors, and advisors responsible for progressing LCLC's community-based mission.

Rauner Family Veteran Studios

Chicago, IL / \$18 million

The project consists of the new construction of a 90-unit Single Room Occupancy (SRO) building for homeless and disabled veterans. The project will include first floor supportive space and new landscaping. Located in the Lawndale neighborhood, the project is being delivered using federal HUD funding. The project achieved 47% MBE and 7% WBE participation.

Lazarus Apartments

Chicago, IL / \$9 million

GMA Construction Group is renovating 33 apartments as part of the Lazarus Apartments project in North Lawndale, which restores an abandoned building, brining affordable housing back in the housing stock and preserve them at low rates for 30 years. Fifteen units in the building would be set aside for formerly incarcerated residents and their families. In total, the revitalization of the Lazarus Apartments complex will create 48 units of affording rental housing for families.

St. Mary's Medical Center Addition

Chicago, IL / \$40 million

This project involves a Surgical Pavilion Addition and CHS Porter - ED Addition and Renovation. The surgical pavilion adjoined the operating hospital with a four-story addition including a new surgical department and a 20-bed intensive care unit. The 113,000 square-foot expansion includes 40,000 square-feet of third and fourth floor space that allows flexibility to meet future patient care needs.

Jones College Prep

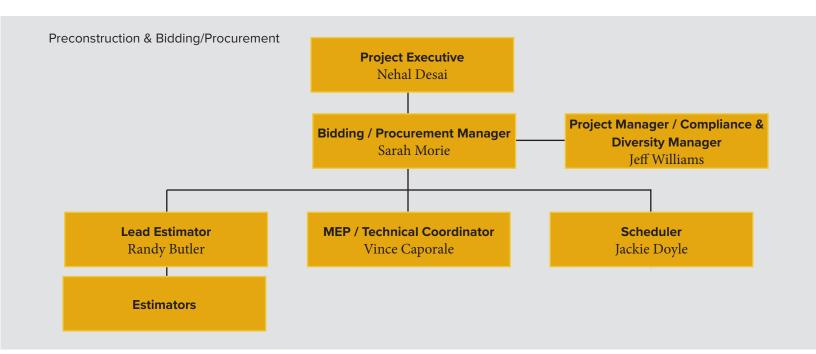
Chicago, IL / \$98 million

Project Engineer for this new seven-story, 280,000-square-foot high school for the City of Chicago. In addition to classrooms and science labs, the 1,200-student facility includes a college resource center, a large gym with a weight room, a six-lane swimming pool, visual and performing arts studios, underground staff parking and a professional-quality auditorium with a scene shop, dressing rooms and green rooms.

EXHIBIT E

Organization Chart

Organization Charts



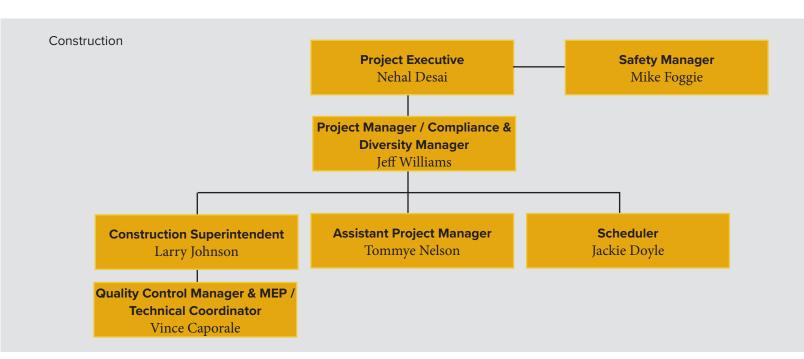


EXHIBIT F

License

Licensing

City of Chicago Department of Buildings General Contractor License

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

GRIGGS MITCHELL & ALMA OF IL LLC 3520 SOUTH MORGAN UNIT 224-226 CHICAGO IL 60609

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC081260

CERTIFICATE NUMBER: GC081260-9

Matthew W. Beaudet

Matthew Beaudet

Commissioner

FEE: **\$2,000.00**

DATE ISSUED: 5/11/23

DATE EXPIRES: 6/25/24

THIS LICENSE IS NON-TRANSFERABLE

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

Lori E Lightfoot Mayor

EXHIBIT G

Special Conditions Regarding MBE/WBE Participation

FORM C - MBE/WBE, EEO, CRO, AND CH PARTICIPATION

SUBMITTING FIRM NAME:

GMA Construction Group

Instructions:

Please identify and report compliance history for last three (3) projects completed over the last three (3) years for which work is/was performed by your firm (government experience preferred but not required). The experience of any member of the Respondent's team will be deemed responsive to this requirement (lead partners experience preferred.) Additionally, please complete the "Demonstrate Commitment" section below.

DEMONSTRATE COMMITMENT

The PBC may host outreach sessions, networking events, and community hiring intakes where the Respondent is expected to fully participate.

MBE/WBE

Respondent must demonstrate commitment by affirming and acknowledging the PBC's MBE/WBE goals. If Respondent is not able to commit to the MBE/WBE goal stated in the RFP, please submit a narrative requesting relief and explaining why Respondent believes that the goals cannot be achieved.

EEO, CRO, and CH

Respondent must demonstrate commitment by affirming and acknowledging the PBC's commitment to employ minority and women journeyworkers, apprentices, and laborers along with local/community residents on goals for each Project. If Respondent is not able to commit to EEO, CRO, and CH stated in the RFP, please submit a narrative requesting relief and explaining why Respondent believes that the goals cannot be achieved.

DEMONSTRATE COMMITMENT

GMA Construction is committed to delivering projects in accordance with the PBC's MBE/WBE goals as well as goals for employing minority and women jouneyworkers, apprentices, and laborers along with local/community residents. GMA affirms and acknowledges the PBC's goals in these areas and commits to achieving them on every project.

As a MBE, VOSB/VBE, and Section 3 Business Concern, we have a proven track record of promoting diversity and inclusion within the construction industry, while successfully delivering projects for underserved communities with a workforce reflective of the community. We will leverage our established community hiring processes and vast network of M/W/DBE contractors to achieve the goals established.

GMA is not only committed to achieving the goals, we are actively working to ensure equity, diversity, and inclusion on all of our projects with the goal of expanding representation in the construction industry, empowering individuals and small businesses, and delivering projects that improve quality of life for underserved communities throughout Chicago.

Our firm is proud to employ minority and women-owned construction labor throughout the city. We look forward to identifying hiring opportunities that will provide the platform for skill development and job growth. Our team will work closely with local organizations and community groups to further refine our community engagement and local hiring strategy.

GMA wil maximize M/W/DBE participation in addition to GMA's participation as an MBE firm at the Prime Contractor level. Our detailed approach will ensure compliance with the project requirements including goals dictated by the PBC. The primary components of our plan include:

1. Comprehensive Community Engagement Plan

GMA is committed to implementing a comprehensive

Community Engagement Plan that will leverage its vast network and established relationships with qualified M/W/DBE firms and support agencies. In addition to the stated goals, GMA will seek inclusion of LGBTQ, people with disabilities, and veteran business enterprises. GMA will promote the Project through numerous methods to ensure qualified M/W/DBE firms are aware of the Project and ready to bid.

2. Encourage Partnerships with Majority Subcontractors

As the outreach efforts materialize, the number of interested bidders will likely grow. GMA will promote and initiate relationships prior to execution of construction contracts by partnering M/W/DBE contractors with majority subcontractors and/or combinations of smaller firms.

These partnerships can take several forms including joint ventures, mentor-proteges, and teaming agreements. In all instances, the purpose of the association will be to provide mutually beneficial development assistance to the M/W/DBE firms.

3. Identify and Structure Viable Bid Opportunities

GMA will tailor its trade packages to ensure manageable scopes of work for M/W/DBE firms. By understanding the strengths and limitations of the interested firms, GMA will ensure it creates opportunities for those that may not have been able to compete otherwise. These smaller, targeted scope packages will help smaller businesses with cash flow for day-to-day operations and ensure the scope of work is bondable.

4. Development and Capacity Building

In order to fully realize the goals, GMA will provide development and capacity building programs to promote long-term success for M/W/DBE firms in the construction industry and on future projects.

EXHIBIT H

Prevailing Wage Rates

(Incorporated herein)

COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE MARCH 20, 2024 (Current as March 20, 2024)

Please click on the link below:

https://labor.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy24/20240520/Cook.pdf

EXHIBIT I

Project Community Area Map





EXHIBIT J

Insurance



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 8

DATE (MM/DD/YYYY)

6/24/2024

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

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

this definition does not define rights to the definitione holder i	ii iica oi sa	on chachemas).				
PRODUCER		CONTACT NAME: Kelly Gordon				
Marsh & McLennan Agency LLC 20 North Martingale Road		PHONE (A/C, No, Ext): (847) 463-7889	FAX (A/C, No): (847) 44	40-9130		
Schaumburg IL 60173		ADDRESS: Kelly.Gordon@MarshMMA.com				
-		INSURER(S) AFFORDING COVERAGE		NAIC#		
		INSURER A: West Bend Mutual Ins. Co.		15350		
NSURED	GRIGMIT-01	INSURER B: Evanston Insurance		35378		
Griggs Mitchell & Alma of IL DBA GMA Construction Group 3520 S. Morgan St		INSURER C: Markel Insurance Co		38970		
Chicago IL 60609		INSURER D:				
		INSURER E:				
		INSURER F:				

COVERAGES CERTIFICATE NUMBER: 570028660 REVISION NUMBER:

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

INSR	T		SUBR		POLICY EFF	POLICY EXP		
LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	A81507704	12/18/2023	12/18/2024	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	X POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY	Υ		A81507704	12/18/2023	12/18/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	X OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	X UMBRELLA LIAB X OCCUR	Υ		A81507704	12/18/2023	12/18/2024	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	_					AGGREGATE	\$5,000,000
	DED X RETENTION \$ 0							\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	A53871905	12/18/2023	12/18/2024	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)	, A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
B C	Professional/Pollution Liability Excess Umbrella			ECPENV04075 MKLM3EUE101310	9/1/2022 12/18/2023	9/1/2024 12/18/2024	\$3,000,000 Occurrence/Aggregate	\$5,000,000
	Excess Umbrella			MKLM3EUE101310	12/18/2023	12/18/2024	Occurrence/Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project #PS3089 - MXC WSLC Addition and Renovations

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Automobile Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project:
-Public Building Commission of Chicago, the City of Chicago, Board of Trustees of Community College District No. 508, and each of their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago

See Attached..

CERTIFICATE HOLDER

APPROVED JI B

6/24/2024

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

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

AUTHORIZED REPRESENTATIVE

fine toliak

COI_GMA_PS3089_MXCWSLCAdditionandReno_CMatRiskSvcs_Precon_JLB_20241218 © 1988-2015 ACORD CORPORATION. All rights reserved.

ACENCY	CUSTOMER ID	- GRIGMIT-01
AGENCI	COSTONERIL	

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 2 of 8

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC	NAMED INSURED Griggs Mitchell & Alma of IL DBA GMA Construction Group 3520 S. Morgan St					
POLICY NUMBER	Chicago IL 60609					
CARRIER	NAIC CODE					
		EFFECTIVE DATE:				
ADDITIONAL REMARKS						

ADDITIONAL DEMARK	<u> </u>
ADDITIONAL REMARK	
	ARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER:25	
A Waiver of Subrogation in required by written contract	favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile Liability policies, when t and where allowed by law.
Umbrella Following Form.	
COI_GMA_PS3089_MX0	CWSLCAdditionandReno_CMatRiskSvcs_Precon_JLB_20241218

ACORD 101 (2008/01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

- 1. Currently in effect or becoming effective during the term of this policy; and
- Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:
 - That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage' or "personal and advertising injury" caused in whole or in part, by:
 - a. Your premises; or
 - b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
- 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
- **3.** Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

- a. "Bodily injury" or "property damage" occurring after:
 - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
- b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - **b.** Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDI-TIONS is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

- Currently in effect or becoming effective during the term of this policy; and
- Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- **B.** The insurance provided to the additional insured is limited as follows:
 - That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage' or "personal and advertising injury" caused in whole or in part, by:
 - a. Your premises; or
 - Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
- 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
- **3.** Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

- a. "Bodily injury" or "property damage" occurring after:
 - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
- b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - **b.** Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDI-TIONS is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

COMMERCIAL GENERAL LIABILITY CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/18/2023 Policy No. Endorsement No.
Insured A53871905 Premium Included
Griggs Mitchell and Assoc of IL, LLC
Insurance Company Countersigned by

WC 00 03 13 (Ed. 4-84)

COI_GMA_PS3089_MXCWSLCAdditionandReno_CMatRiskSvcs_Precon_JLB_20241218

EXHIBIT K

Payment and Performance Bond

(Attached hereto and incorporated herein)

Performance and Payment Bond

BOND NO. SPECIMEN

Contract No. SPECIMEN

KNOW	KNOW ALL MEN BY THESE PRESENTS, that we*					
with of	fices in the	State of				
as	<u>Corporate</u>	Principal, and				
	-	existing under the laws of the State of bound unto the Public Building Commission of C				
		Dolla	-			
payme	ent of which sum well a	nd truly to be made, we bind ourselves, our hei	irs, executors, administrators, and su	uccessors		
jointly	and severally, firmly by	these presents.				
	_	n is such, that whereas the Principal entered int				
Comm	ission, dated	,20, for the furnishing, fab	prication, delivery and installation of the	he		

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

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

of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

lt	is expressly u	aderstood	and agreed	that	this	Bond,	in	the	penal	sum	of
				_ dollars	(\$			 _), shal	I secure th	e payme	nt of
all s	ums due of and by the F	Principal under	r the Contract, an	d guaran	tee the f	aithful perf	orman	ce of the	e Contract		

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

/ITNESS:			
		BY	(Seal)
Name		Individual Principal	
			(Seal)
Business Address		Individual Principal	
City	State	Partner	
CORPORATE SEAL			
ATTEST:			
		Corporate Principal	3 11/11
3Y			
Secretary		President	
Title		Title	
Business Address	_		
		Corporate Surety	
·Υ			
		Title	
Business Address		CORPORATE SEAL	
e rate of premium of	this Bond is \$		per thousand.**

^{*} The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission.

^{**} Must be filled in by the Corporate Surety.

Bond Approval

BY	
Mary Pat Witry, Secretary Public Building Commission of Chicago	
I,	certify that I am the who signed on behalf of said corporation; that I know this person's signature, and the signature is duly signed, sealed, and attested for and in behalf of said corporation by authority.

CORPORATE SEAL

EXHIBIT L

Disclosure Affidavit

(Attached hereto and incorporated herein)

SL	SUBMITTING FIRM NAME: GMA Construction Group					
I.	HISTORY AND OWNERSHIF	OF RESPONDENT FIRM				
				n of Chicago must complete this Disclosure Affidavit the joint venture partners must submit a completed		
	The undersignedCorr	nelius Griggs	as	President		
	ÿ <u></u>	Name		Title		
		Construction Group				
	("Bidder/Proposer/Responder	t or Contractor") having been duly swo	orn under oath certifies t	he following:		
		RES	SPONDENT			
	Name of Firm:	Griggs Mitchell & Alma of IL	dba GMA Constru	ction Group		
	Address: 3520 S. Morgan Street, Suite 222					
	City/State/Zip: Chicago, IL 60609					
	Telephone:	312-690-4205	Facsimile:	N/A		
	FEIN:	26-4117643	SSN:	N/A		
	Email:	pfitzgerald@griggsandmitch	gsandmitchell.com			
	Nature of Transaction:					
	☐ Sale or purchase of land ☐ Construction Contract ☐ Professional Services Agreement ☐ Other					
II.	DISCLOSURE OF OWNERSHIP INTERESTS Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".					
	Corporati		•			
	☐ Corporati		☑ Limited Liability Company☑ Limited Liability Partnership			
		•	Not-for-profit Corpo	•		
	☐ Joint Ven	•	Other:			

A. CORPORATIONS AND LLC'S

	Illinois						
If outside of Illinois, is	If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:						
Address:	3520 S. M	20 S. Morgan Street, Suite 222					
City/State/ZIP:	Chicago, IL	60609					
Telephone:	312-690-4205						
Identify the names of all (Please attach list if neces		directors of the busi	iness entity.				
(Freder ditaon list if freder			Title				
Cornelius Griggs	;		Pre	sident			
Identify all shareholders (Please attach list if neces		rship percentage ex	ceeds 7.5% of t	he business entit	y.		
Name			Address	Address Ownership Interest Percentage			
Cornelius Griggs		3520 S. Morgan Street, Chicago, IL			100	%	
						%	
						%	
						%	
						%	
LLC's only, indicate Mai	nagement Typ	e and Name:					
⋉ Member-managed ☐ Manager-managed			Name:	Cornelius (Griggs		
Is the corporation or LL corporations or legal en	-	ally or completely b	y one or more o	ther		☐ Yes 🗵 No	
If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.							

B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).				
Name	Туре	Ownership Interest Percentage		
Not applicable		%		
		%		
		%		
		%		
		%		

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:						
If the answer is no, please complete the following	ng two sections.	☐ Yes ☐ No				
If the sole proprietorship is held by an agent such interest.	t(s) or a nominee(s), indicate the princip	al(s) for whom the agent or nominee holds				
	Name of Principal(s)					
Not applicable						
If the interest of a spouse or any other party address of such person or entity possessin exercised.						
Name	Ad	ddress				

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

- 1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
- 2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
- 3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
- 4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
- 5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Remainder of Page Intentionally Left Blank

B. SUBCONTRACTORS

- 1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
- 2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
- 3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
- 4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
- 5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

- 1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
- 2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

necessary.	o certify to any of the	e above statement	s, the Contractor	snali explain below.	Attach additional	pages if

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

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

E.

F.

1.	The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2.	If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).
	If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.
PUI	NISHMENT
1.	A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).
JUI	DICIAL OR ADMINISTRATIVE PROCEEDINGS
1.	The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding
2.	If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

necessary):					

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

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

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

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

Remainder of Page Intentionally Left Blank

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Cornelius Griggs

FORM E - DISCLOSURE AFFIDAVIT

I. VERIFICATION

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

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

	President
	Title
State of Illinois	
County of Cook	
Subscribed and sworn to before me this16th day of _	April2024
Daisy Rivera	Doesy o Rue
Notary Public Name	Notary Public Signature
11/19/2024 Commission Expires:	(SEAL)
Date	
	DAISY I RIVERA Official Seal Notary Public - State of Illinois My Commission Expires Novilla

EXHIBIT M

Disclosure of Retained Parties

(Attached hereto and incorporated herein)

FORM F - DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

Pursuant to the Public Building Commission (PBC) Code of Ethics found on the PBC website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_20130405.pdf, a firm is required to submit a fully executed Disclosure of Retained Parties.

A. Definitions and Disclosure Requirements

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

B. Certification

Co	ctor hereby certifies as follows:	
1.	is Disclosure relates to the following transaction: Malcolm X College West Side Learning Center	
	Description of goods or services to be provided under Contract Construction services	
2.	me of Contractor: GMA Construction Group	_
	CH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with ntract or lease is listed below. Attach additional pages if necessary.	the
	eck here if no such persons have been retained or are anticipated to be retained:X	
	tained Parties:	

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

FORM F - DISCLOSURE OF RETAINED PARTIES

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

Under penalty of periury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete. The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

	(sag)
	Signature of Authorized Office
Cornelius Griggs	,
Name of A	Authorized Officer (Print or Type
President	
	Titl

NOTARY ACKNOWLEDGMENT

State of:	Illinois	
County of:	Cook	
Subscribed	and sworn to before me this16th day ofApril	20 _24
Daisy F	Rivera	Doesy of Rues
	Notary Public Name	Notary Public Signature
Commission	Expires:	(SEAL) DAISY I RIVERA Official Seal My Commission Expires Nov 19, 2024

Illinois

EXHIBIT N

Affidavit of Non-Collusion

(Attached hereto and incorporated herein)

FORM G - AFFIDAVIT OF NON-COLLUSION

Affidavit of No	n-Collusion
STATE OF ILLINOIS }	
SS COUNTY OF COOK }	
Cornelius Griggs	
(Authorized Agent for Firm or Joint Venture)	, being first duly sworn, deposes and says that:
1. He/She is	
President	
(Title - Owner, Officer, Joint Venture Partner, Representative	e or Agent) of
GMA Construction Group the Bidder/Proposer that has submitted the attached Bid/Pro	posal (name of entity submitting).
	on and contents of the attached Bid/Proposal and of all pertinent
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid/l	Proposal;
this affiant, has in any way colluded, connived, conspired, or agr person to submit a collusive or sham bid/proposal in connection submitted or to refrain from bidding/proposing in connection with by agreement or collusion or communication or conference with a in the attached bid/proposal or in that of any other Bidder/Propos	agents, representatives, employees, or parties in interest, including reed, directly or indirectly, with any other Bidder/Proposer, firm, or a with the Contract for which the attached Bid/Proposal has been such Contract, or has in any manner, directly or indirectly, sought any other Bidder/Proposer, firm, or person to fix the price or prices er, or to fix any overhead, profit, or cost element of the bid price of aspiracy, connivance or unlawful agreement any advantage against ted in the proposed Contract; and
	air and proper and are not tainted by any collusion, conspiracy, coser or any of its agents, representatives, owners, employees, or
6. The Bidder/Proposer is not barred from bidding/proposing as a (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing W	result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 age Act, 30 ILCS 570/0.01 through 570/7.
Cornelius Griggs	(sag)
Name of Affiant	Signature of Affiant
President	4/16/2024
Title	Date
Subscribed and sworn to before me this <u>16th</u> day of <u>April</u>	20 24
Daisy Rivera	Doesy of River
Notary Public Name	Notary Public Signature
Commission Expires: 11/19/2024	(SEAL) DAISY I RIVERA Official Seal My Commission Expires Nov 10
PBC_JLB_CMAR_WSLC_Agreement_Inclusive_PS3089_20250320_FULLYEXECUTEDFINAL	My Commission Expires Nov 19, 2024 Page 94 0

EXHIBIT O

Legal Actions

(Attached hereto and incorporated herein)

FORM I - LEGAL ACTIONS

CILID			M/III -
SUB	11/1/1	FIRN	MIE :

GMA Construction Group

Instructions: Please answer all questions below. **Each question must be answered.** If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation in the space provided or include a Narrative Statement following this page. Incomplete supplemental information may deem your response non-responsive. Firms submitting as joint venture partners must complete forms for each respective partner.

	QUESTIONS	Yes	No
1	Has the firm or joint venture been issued a notice of default on any contract awarded to it in the last 3 years? If yes to this question, please provide an explanation.		X
2	Has the firm or joint venture been issued a notice to cure on any contract awarded to it in the last 3 years? If yes to this question, please provide an explanation.		X
3	Does the firm or joint venture have any legally filed judgments, claims (liquidated damages for time, or other), arbitration proceedings or suits pending or outstanding against the firm, joint venture, or its officers? If yes to this question, please provide an explanation that includes the project name, timeline, agency, case summary, and whether or not the case is active.	X	
4	Within the past 3 years has the firm or joint venture been a party to any lawsuits or arbitration proceedings with regard to any contracts? If yes to this question, please provide an explanation.		×
5	Within the last 3 years, has any officer or principal of the firm or joint venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter? If yes to this question, please provide an explanation.		X
6	Has any key person with the firm or joint venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating? If yes to this question, please provide an explanation.		X
7	Has the firm or joint venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency? If yes to this question, please provide an explanation.		×
8	Within the last 3 years, has the firm or joint venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations – EEO liquidated damages) If yes to this question, please provide an explanation that includes the project name, agency, and dollar amount of penalty.		X
9	Has the firm or joint venture ever failed to complete any work awarded to it? (ie. not met Milestones, Substantial Completion)? If yes to this question, please provide an explanation.		X

EXHIBIT P

SAMPLE Book 1 – Instructions to Bidders Template

(Attached hereto and incorporated herein)

SAMPLE BOOK 1 INSTRUCTION TO BIDDERS

CMAR FIRM NAME HERE

INSERT CMAR LOGO HERE

Partnering with

INSERT USER AGENCY NAME HERE

and the

Public Building Commission of Chicago (PBC)

on the following project

INSERT PROJECT NAME HERE located at

INSERT PROJECT ADDRESS HERE INSERT PROJECT CITY/STATE/ZIP HERE

PBC Project INSERT PROJECT # HERE

Architect

INSERT AOR and/or EOR NAME HERE INSERT AOR and/or EOR ADDRESS HERE INSERT AOR and/or EOR CITY/STATE/ZIP HERE

ISSUED FOR BID ON INSERT DATE OF ISSUE HERE

TABLE OF CONTENTS:

Modify as necessary/applicable

- I. PROJECT INFORMATION
- II. TRADE BID PACKAGES AFFECTED
- III. PREQUALIFICATION BY ALL CONSTRUCTION GROUP
- IV. INSTRUCTIONS TO BIDDERS
- V. BID PACKAGE SCOPE OF WORK
- VI. BID EXECUTION DOCUMENTS
- VII. SCHEDULE
- VIII. INSURANCE REQUIREMENTS
- IX. PROJECT COMMUNITY AREA MAP
- X. ASSIST AGENCY LIST
- XI. Document Checklist

I. PROJECT INFORMATION – INSERT PROJECT NAME HERE

INSERT CMAR FIRM NAME HERE (hereinafter, XXXXX, or the Construction Manager) intends to execute Insert Project Name Here project in collaboration with the Public Building Commission (PBC), insert AOR and/or EOR Firm Name Here, and all other project stakeholders. It is the Construction Manager's intent to deliver this project in a manner that minimizes costs, optimizes schedule, embraces diversity opportunity, and maximizes both quality and safety.

All terms and conditions of the Owner contract are incorporated herein as part of the bid documents. Book 1 along with Book 2, and Book 3, comprise the Contract Documents. These books are defined as follows:

Book 1 - Instruction to Bidders

Book 2 – Standard Terms and Conditions for Construction Contracts

Technical Specifications and Drawings

These 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 thereof shall define the "Bid Documents" and/or "Contract Documents".

The Construction Manager invites Bidders to submit bids for the project below.

OVERALL PROJECT DESCRIPTION

CMAR FIRM NAME HERE, the Construction Manager, on behalf of the Commission, is managing construction services for the insert overall project description here.

II. TRADE BID PACKAGES AFFECTED

Under this Bid Package, CMAR FIRM NAME HERE, is soliciting contractors to perform the following trade work for this project:

BP1#	Trade(s)
1	insert trade name here
2	insert trade name here

BP#	

III. PREQUALIFICATION BY INSERT CMAR FIRM NAME HERE

Modify as applicable to CMAR firm or delete

The Construction Manager will require that all contractors pre-qualify for this project with the information requested below. Statements of Qualification will be accepted at time of bid; however, Bidders are encouraged to prequalify early.

Should you wish to submit your qualifications documents in advance of your bid, please submit the following documents to the Campus Signage folder in Building Connected.

The Statement of Qualification is made up of the following documents:

- 1. Current MBE/WBE letter of certification from one of the two (City of Chicago and/or Cook County) approved certifying agencies, when applicable
- 2. Proof of Ability to Provide Insurance
- 3. Proof of Ability to Provide Bond (If bid will exceed \$500,000.00)
- 4. Table of Contents from company's Safety Manual
- 5. W-9 (not older than January of 2023)
- 6. Current valid business license

IV. INSTRUCTIONS TO BIDDERS

Modify as applicable to CMAR firm or delete

A. Submission Requirements

These instructions describe the requirements for consideration. These requirements are designed to facilitate a fair and uniform review process. Failure to adhere to this format may deem your bid non-responsive. Construction Manager reserves the right to accept any Bid which it deems most favorable or to reject any or all Bids or any portion of any Bid submitted and reserves the right to disregard any informality in the Bids and bidding, when the best interest will be served by such action. Bidders must follow bid submittal requirements set forth in the Advertisement for Bids and the Instructions to Bidders.

B. Bid Documents

- 2. If an electronic copy of any Bidding Document received by a Bidder, including an Addendum, cannot be opened and viewed, the Bidder should immediately notify insert POC here at insert POC email here and coordinate acquisition of another copy of the Bidding Documents or Addendum.
- 3. Bidders are required to register with the Construction Manager providing their contact information. At the time Bidding Documents are acquired, the Bidder shall provide the Construction Manager with their contact information, including names of primary individuals and addresses, and all other information as required by the Construction Manager for use when distributing Addenda, if any, during the bid period.

C. Pre-Bid Walk Through

A Pre-Bid walk through will be held on site insert date here at insert time here (CDT).

D. Preparation and Presentation of Bids

1. Bid Preparation

- a. Bids must be submitted on the forms provided by the Construction Manager. Bidding multiple Trade Bid Packages requires a complete set of Bid Documents for each Bid Trade Package, if applicable. Bids not submitted on the forms issued with this document may be rejected. Any incomplete form may be rejected. The Bid must indicate Trade Bid Package, name of the project, the date the Bids are due and all base bid information called for in the Bid Documents including alternates, unit costs and allowances, if applicable. If any of the above information is missing from the Bid Documents, notify the Construction Manager for clarification.
- b. Contractor's Bid Documents shall be comprised of the following documents:
 - i. Contractor's Bid Form
 - ii. Bid Security
 - iii. Certification(s) and Affidavit(s)
 - iv. Schedule(s), as applicable
 - v. Document Submittal Checklist
- c. Bid Forms are provided with the Bidding Documents issued by the Construction Manager. Blank spaces for bid prices must be filled in, in both words and figures. In case of any discrepancy in the bid amount, the correct total of the price expressed in written words will govern.
- d. All Bid Documents must be properly executed and notarized as required.
 - i. If the Bidder is a corporation, the Bid must be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation.
 - ii. If the Bidder is a partnership, the Bid must show the name or style under which the partners are doing business and be signed by all partners.
 - iii. If the Bidder is an individual, the Bidders must sign the Bid in person, stating the name or style, if any, under which they are doing business.
 - iv. If the Bidder is a joint venture, all documents must be signed by all firms and officers of each

In every case, the Bid must show the telephone number, e-mail address, and current business address of the Bidder at which address communications will be received and service of notice accepted.

2. Bid Modifications/Qualifications

- a. All Bidders are advised that any modifications to the Bid Form or qualifications to their Bid price may result in disqualification of their Bid. All clarifications to these documents will be made only by written addenda issued by the Construction Manager. Bidders are advised to submit prices for the work only in accordance with these documents or as modified by addenda.
- Bid Presentation/Submission
 Each Bid must be uploaded via Building Connected per the Invitation to Bidders. Hard copy, facsimile and/or e-mail transmitted bids will not be accepted.
- c. Bid Security Modify as applicable to CMAR firm requirements; however, bid bond must be required

Each individual bid more than \$500,000.00 must be accompanied by a Bid Bond issued using the AIA A310-2020 bid bond form in the amount of 5% of the total amount of the submitted bid. Bid

security must be submitted electronically with bid to be considered. Original bid security shall be mailed to the attention of: insert POC name and email here.

d. Affidavit of Non-Collusion

Each Bid shall be accompanied by the Affidavit of Non-Collusion which shall be executed on the form provided, attesting Bidder has not colluded with any person, firm, or corporation regarding any bid submitted.

e. Bid Award Criteria

Each individual bid submitted will be reviewed based on the bidder's compliance with all requirements outlined in the bid document, including submitting the necessary documentation, meeting technical specifications, and adhering to the established bidding process. Also, pricing and cost-effectiveness including the cost breakdown, itemized estimates, and the overall value provided by the bidder in terms of quality, materials, workmanship, commitment to maintaining high standards of health and safety, and maintenance are considered, yet not limited to the aforesaid, in determining award.

3. Interpretation / Request for Information (RFI)

- a. Any question or doubt as to the true meaning and intent of the Drawings or Specifications must be referred to Insert POC here at Insert POC email here in writing for response. Oral responses by the Construction Manager are not binding. The cut-off for Requests for Information (RFI) in writing is insert time here (CDT) on insert date here.
- b. Failure of any bidder to receive any such addendum or interpretation will not relieve the bidder from any obligations under this Bid as submitted.
- c. All Addenda issued shall become part of the Contract Documents.

4. Receipt and Opening of Bids

Electronic Bids will only be accepted through Building Connected. All bids will be due at no later than insert time here (CDT) on insert date here. The bid opening will be held immediately following receipt of bids and will be streamed live on PBC's YouTube Live and Facebook accounts. Bidding multiple Applicable. Hard copy, facsimile and/or e-mail transmitted bids will not be accepted.

5. Bidder's Representations

By submitting a Bid, the Bidder represents:

- 1) The Bidder fully understands the site conditions for the Work.
- 2) The Bidder's Bid is based upon the materials, equipment, assemblies, and systems required by the Bidding Documents without exception.

6. Time of Acceptance and Withdrawal

Bidders are required to hold firm their Bid prices for sixty (60) days after Bid opening. If any Bidder is required to furnish additional information or clarify their Bid, then the Bidders are required to hold firm their Bid prices for thirty (30) days after submission of additional information or clarification of their bid.

7. Acceptance or Rejection of Bids

The Construction Manager reserves the right to accept any Bid which it deems most favorable or to reject any or all Bids or any portion of any Bid submitted and reserves the right to disregard any informality in the Bids and bidding, when the best interest will be served by such action.

8. Recommendation of Award

The apparent successful bidder will be recommended by the Construction Manager to the Commission for review and award.

9. Minimum Wage Requirement

Any award under this solicitation shall be subject to the current <u>State of Illinois Prevailing Wage</u> <u>Requirement</u> in effect during the project which shall be specifically incorporated as a contractual requirement in the award and agreement resulting from this solicitation for any of the awardee's covered employees.

10. Compliance with Laws, Ordinances, Regulations and Codes

The Bidder must always observe and comply with all laws, ordinances, regulations, and codes of the Federal, State and City and other local government agencies, that may in any manner affect the preparation of Bids.

11. Project Goals

a. MBE/WBE Participation Goals

The Construction Manager recognizes the importance of diversity and inclusion and is committed to this project's goals. The MBE/WBE participation goals for the Project are 30% MBE and 8% WBE. Please complete Section VI. (D) Bid Execution Documents, MBE/WBE Participation Goals.

b. EEO Project Goals

The Construction Manager is committed to exceeding the minimum overall Project Goals listed below:

- Minority Journey worker Project employment goal: 40% or more total Journey worker hours
- Minority Laborer Project employment goal: <u>60% or more of total Laborer hours</u>
- Minority Apprentice Project Employment goal: 50% or more of total Apprentice hours
- Female Journey worker Project employment goal: 1% or more of total Journey worker hours
- Female Laborer Project employment goal: <u>2% or more of total Laborer hours</u>
- Female Minority Apprentice Project Employment goal: 1% of total Apprentice hours

if applicable to the project, add:

State of Illinois Apprentice Initiative goal: 10% of total hours worked

Please complete Section VI. (E) Bid Execution Documents, EEO Project Goals.

c. City of Chicago Residency Goal

The Construction Manager is committed to including a <u>50%</u> City of Chicago Residency Goal for this project.

Please complete Section VI. (F) Bid Execution Documents, City of Chicago Residency Goals.

d. Community Hiring Goal

The Construction Manager is committed to including a <u>7.5%</u> Community Hiring Goal for this project. Please reference Section IX for the "Project Community Area Map".

Please complete Section VI. (G) Bid Execution Documents, Community Hiring Goals.

e. Local Business Hiring Goal

- i. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
- ii. General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
- iii. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.

12. Insurance

Each bidder must provide evidence that it can meet insurance requirements per Section VI.

13. Performance and Payment Bond

(modify statement in red below if CMAR firm requirements are different; however, Payment and Performance Bond must be required)

Each Bidder must provide proof of its ability to provide the payment and performance bond in the full amount of the Base Contract Price if the individual bid is more than \$500,000.00. If the Bidder fails to furnish the performance bond within seven (7) working days after acceptance of the Bidder's Bid by the Construction Manager, the Bid acceptance may be rescinded, and the Bidder may be precluded from further bidding with the Construction Manager. The payment and performance bond must be issued using the AIA A312-2020 performance and payment bond form by a surety with an A.M. Best rating of not less than A VII and qualified to do business in the State of Illinois.

14. Examinations

- a. Before submitting Bid, Bidder should carefully examine the premises to familiarize themselves with existing conditions and to fully understand the nature and what the scope of work includes.
- b. Before submitting a Bid, the Bidder must carefully examine the Drawings, Specifications, and related documents, to fully familiarize itself with the requirements of the work and the conditions under which the work will be executed.
- c. Such examinations are presumed, and no allowance will be made for extra labor or materials necessary, or any other cost or expense on account of any conditions encountered that might have been foreseen had examinations been made.

15. Discrepancies

Should a Bidder, during its examination of the Contract Drawings, Specifications, and related documents, or after its visit to the site, find any discrepancies, omissions, ambiguities, or conflicts between the Contract Documents, the Bidder should immediately report their findings in writing to the Construction Manager.

V. BID PACKAGE - SCOPES OF WORK

- A. The Scope of the Work includes, but is not necessarily limited to, providing the following:
 - 1. Providing all work in strict accordance with the information reflected in the Bid Documents.
 - 2. The scope of work shall include, but not be limited to, all labor, materials, apparatus, hoisting, rigging, tools, equipment, plant, supplies, accessories, samples, submittals, shop drawings, certifications, engineering, layout, transportation, storage, supervision, temporary construction, special services, contributions, compliance with all governing agencies (city, county, state, federal and others as may be required), permits, fees, all other services and facilities and other items necessary for the performance of the Work as shown, detailed and/or implied in the Bid Documents.
- B. Bid Package 1: insert trade name here

It is understood that this Subcontractor Bidder shall provide (furnish and install) all requirements of the insert trade name here Work specifically defined in the following specification sections, drawings and related-documentation of the Bid Documents:

identify specification volumes here

C. General Scope of Work List

list general scope of work here

VI. BID EXECUTION DOCUMENTS

A. Certifications

The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Special Provisions and Prevailing Wage Requirements, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby certifies and agrees to furnish all material, labor, equipment and services, including all scheduled alternates, unit costs, and allowances (if applicable), necessary to complete the insert project name here project according to the requirements of the Procurement and Contracting Documents, for the stipulated sum identified on the following page (Bid Form).

The undersigned Bidder further proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Construction Manager and shall fully complete the Work within the number of calendar days indicated in the submitted schedule included with the Bid.

The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Chicago, Illinois, and that all fees and permits, etc., pursuant to submitting this proposal have been paid in full or demonstrates ability to comply with local licensing and bonding requirements in timeline required to meet the Schedule. The Bidder is required to submit with its bid a copy of its current license.

B. Acknowledgement of Addenda

The undersigned Bidder acknowledges	receipt of and use of	f the following Addenda	(if any) in the
preparation of this Bid:			

Addenda No:	Date:
Addenda No:	Date:

(Remainder of Page Left Blank)

Project Name:	insert project name here
Project Address:	insert project address here
	insert project city, state, zip here
Trade Bid Packa	ge Name:
Trade Bid Packa	ge No:
Name of Bidder:	
SECTION VI. BIL Bidders must bid	IF BIDDING MULTIPLE TRADE BID PACKAGES YOU MUST COMPLETE DEXECUTION DOCUMENTS FOR EACH TRADE BID PACKAGE, IF APPLICABLE Base (or Base and Alternate, if applicable) to be considered responsive. Failure to quirement may deem your bid non-responsive. If not submitting pricing for Alternates A'.
1. Base Bid Amo	ount:
complete the	ned Bidder, agrees to furnish all material, labor, equipment and services necessary to base work for the above-named project, in accordance with the requirements of the and contract documents, for the stipulated sum of: Dollars
(\$).
2. Alternates	
(Intentionally	Omitted)
	(Description of Description)
	(Remainder of Page Left Blank)

C. Bid Form – Stipulated Sum (Contractor Proposal)

D. MBE/WBE Participation Goals

E.

F.

The total MBE/WBE Participation Goal for this contract is 30% MBE and 8% WBE. (If aggregate goal use this language - Goal may be met by participation of an MBE firm, WBE firm, or combination of both) Please list the percentages and total contract amount anticipated to be attained for the base work and respective bid alternates (if any) for the above-named project.

1.	Base
	MBE % Total Contract Value WBE % Total Contract Value
2.	Alternate
	(Intentionally Omitted)
	ovide a copy of the current valid MBE/WBE letter of certification with the bid, if applicable. Please te that the only accepted certification agencies are the City of Chicago or Cook County.
EE	O Project Goals
Ple	e total EEO Project Goals for this contact can be found following the respective categories below. ease list the percentage goals anticipated to be attained for the base work and respective bid ernates (if any) of the above-named project.
1.	Base
	Minority Journey Worker Project Employment (40% Goal):
	Projected Project Total On-Site Work Hours
2.	Alternate
	(Intentionally Omitted)
Cit	y Residency Goals
Ple	e total City Residency Goal for this contact can be found following the respective category below. ease list the percentage goal anticipated to be attained for the base work and respective bid ernates (if any) of the above-named project.
1.	Base
	City Residency percentage (50% Goal):% included in the bid
2.	Alternate
	(Intentionally Omitted)

	Ple	e total Community Hiring Goal for this contact can be found following the respective category below. ease list the percentage goal anticipated to be attained for the base work and respective bid ernates (if any) of the above-named project.				
	1.	Base				
		Community Hiring percentage (7.5% Goal):% included in the bid				
	2.	Alternate				
		(Intentionally Omitted)				
Н.	Su	bcontractors and Suppliers				
	of t	nown at the time of bid submission, please complete the information below. If unknown at the time the bid submission, insert 'TBD' and be advised that this information will be required by the instruction Manager and Owner within 5 days of NOTICE OF AWARD (NOA).				
	The following companies shall execute subcontracts for the portions of the Work indicated:					
	Na	me:				
	Wo	ork:				
		me: ork:				
	Na	me:				
	Wo	ork:				
	Na	me:				
	Wo	ork:				

(Remainder of Page Left Blank)

Work: _____

G. Community Hiring Goals

I. Execution Page

By signing below, the Bidder agrees to perform all work in accordance with the terms and conditions of the bidding documents and enter, and execute a contract with the Construction Manager, if awarded, based on this bid for the sum indicated herein:

Bidders Information: Type of Bidding Firm: (check one) □ Corporation □ Partnership □ Individual □ Joint Venture License No. _____ FEIN No. ____ Name of Bidding Firm: Address: City, State, and ZIP Name of Authorized Representative: _____ Signature of Authorized Representative: _____ (Signature required) Title: _____ Email: _____ If Joint Venture Partnership: Name of Authorized Representative: Signature of Authorized Representative: _____ (Signature required) Email: _____ Date: (Submit Schedule ____ Joint Venture Affidavit)

Respectfully submitted this _____ day of _____ 20____

VII. ANTICIPATED SCHEDULE

Modify schedule according to approved schedule

Trade Contractor Procurement (BP insert bid package # here: insert trade name here): insert month and year here

Trade Contractor Procurement (BP insert bid package # here: insert trade name here): insert month and year here

Trade Contractor Award: insert month and year here

Project Completion: insert month and year here

(Remainder of Page Left Blank)

VIII. INSURANCE REQUIREMENTS

The insurance requirements listed below are the minimum requirements that will be required for work issued on a contract resulting from this Procurement. The actual requirements for the project may be higher and will be determined based on the scope and the requirements as determined in collaboration with the User Agency as determined after award. As noted in this Procurement, Respondent is to submit a certificate of insurance evidencing their current insurance program.

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

A. INSURANCE TO BE PROVIDED

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense, and contractual liability. Contractor and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, ALL Construction Group, the City of Chicago, the City of Chicago Department of Assets, Information, and Services, and each of their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by ALL Construction Group, as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two-year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, ALL Construction Group, the City of Chicago, the City of Chicago Department of Assets, Information, and Services, and each of their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Construction Manager, are to be named as Additional Insured on a primary, non-contributory basis.

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

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether while sampling, remedial work, or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss because of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any, and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of two years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, ALL Construction Group, the City of Chicago, the City of Chicago Department of Assets, Information, and Services, and each of their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Construction Manager, as Additional Insured. These entities must be specifically named and endorsed in the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

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

5) Professional Liability

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

Subcontractors performing professional work for Contractor must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish ALL Construction Group, 1425 South 55th Court, Cicero, Illinois 60804, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to ALL Construction Group prior to Contract award. The receipt of any certificate does not constitute agreement by the Construction Manager that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are following all Contract requirements. The failure of the Construction Manager to obtain certificates or other insurance evidence from the Contractor is not a waiver by the Construction Manager of any requirements for the Contractor to obtain and maintain the specified insurance. The

Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Construction Manager retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

The Construction Manager reserves the right to obtain copies of insurance policies and records.

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

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, ALL Construction Group, the City of Chicago, the City of Chicago Department of Assets, Information, and Services, and each of their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Construction Manager. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, ALL Construction Group, the City of Chicago, The City of Chicago Department of Assets, Information, and Services, any other User Agency and any other entity as required by the Construction Manager.

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

Any insurance or self-insurance programs maintained by ALL Construction Group, the Public Building Commission of Chicago, the City of Chicago, the City of Chicago Department of Assets, Information, and Services, the User Agency, and/or any other entity as required by the Construction Manager, will not contribute with insurance provided by the Contractor under the Contract.

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

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

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

Contractor must submit the following at the time of award:

- 1. Standard ACORD form Certificate of Insurance issued to the Construction Manager as Certificate Holder including:
- a. All required entities as Additional Insured
- b. Evidence of waivers of subrogation
- c. Evidence of primary and non-contributory status
- d. All required endorsements including the CG2010 and CG2037

The Construction Manager reserves the right to modify, delete, alter, or change these requirements.

IX.	PROJECT	COMMUNITY	AREA MAP
-----	----------------	------------------	-----------------

insert Project Community Area Map here

X. **ASSIST AGENCY LIST**

Insert current PBC Assist Agency List here (can be found here: https://www.pbcchicago.com/doing-business/assist-agencies/)

XI. ADDITIONAL DOCUMENTS TO BE EXECUTED/COMPLETED Modify as necessary/applicable

- 1. Affidavit of Non-Collision
- 2. Schedule B Affidavit of Joint Venture (if applicable)
- 3. Document Submittal Checklist

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Affidavit of Non-collusion

STA	ATE OF ILLINOIS	}			
		} SS			
СО	UNTY OF COOK	}			
			, being first	duly sworn, deposes and says	that:
(1)	He/She is				
	(Owner, Partner, Office	r, Representati	ve or Agent) of		
	the Bidder that has sub	mitted the attac	ched Bid;	,	
(2)	That Bidder is fully info		g the preparation and conte	nts of the attached Bid and of a	II pertinent
(3)	Such Bid is genuine an	d is not a collus	sive or sham bid;		
(4)	including this affiant, ha Bidder, firm, or person been submitted or to re sought by agreement o or prices in the attached of any other Bidder, or	as in any way on to submit a coll frain from biddi r collusion or co d bid or in that to secure throu	olluded, connived, conspired usive or sham bid in connection with such to mmunication or conference of any other Bidder, or to fix gh any collusion, conspiract	presentatives, employees, or pad, or agreed, directly or indirect ction with the Contract for which Contract, or has in any manner with any other Bidder, firm, or any overhead, profit, or cost eld, connivance or unlawful agree interested in the proposed Cor	ly, with any other in the attached bid has , directly or indirectly, person to fix the price ement of the bid price ement any advantage
(5)		l agreement on	the part of the Bidder or an	and are not tainted by any collu y of its agents, representatives	
(6)				d Illinois Criminal Code, 720 ILC ct, 30 ILCS 570/0.01 through 5	
(Sig	gned)				
(Tit	le)		_		
Sub	oscribed and sworn to be	efore me this	day of	20	
			_		
(Titl	•				
iviy	Commission expires:				

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

Naı	me of joint venture
Add	dress of joint venture
Pho	one number of joint venture
Ide	ntify the firms that comprise the joint venture
1.	Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
2.	Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
Nat	ture of joint venture's business
Pro	ovide a copy of the joint venture agreement.
Ow	nership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%
Spe	ecify as to:
1.	Profit and loss sharing%
2.	Capital contributions, including equipment%
3.	Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
	Add Pho Ide Ide In In In Ide In In In Ide In Ide In Ide In Ide In Ide

SCHEDULE B - Joint Venture Affidavit (2 of 3)

	4.	De	scribe any loan agreements between joint venturers, and identify the terms thereof.		
	who	o are	of and participation in this Contract: Identify by name, race, sex, and "firm" those ince responsible for day-to-day management and policy decision making, including, but esponsibility for:		
	1.	Fin	ancial decisions		
	2.	Ма	nagement decisions such as:		
		a.	Estimating		
		b.	Marketing and Sales		
		C.	Hiring and firing of management personnel		
		d.	Other		
	3.	Pui	rchasing of major items or supplies		
	4.	Su	pervision of field operations	_	
	5.	Su	pervision of office personnel	_	
	6.	will	scribe the financial controls of the joint venture, e.g., will a separate cost center be est be responsible for keeping the books; how will the expense therefor be reimbursed; the turer to commit or obligate the other. Describe the estimated contract cash flow for each	the authority	of each join
	7.		ate approximate number of operational personnel, their craft and positions, and whethe the majority firm or the joint venture.	er they will b	e employees
J.	Ple	ase	state any material facts of additional information pertinent to the control and structure of	of this joint v	enture.

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer	Name of Joint Venturer
Signature	Signature
Name	Name
Title	Title
Date	Date
State ofCounty of	State of County of
On thisday of, 20	On this day of, 20
before me appeared (Name)	before me appeared (Name)
to me personally known, who, being duly sworn,	to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state
that he or she was properly authorized by	that he or she was properly authorized by
(Name of Joint Venture)	(Name of Joint Venture)
to execute the affidavit and did so as his or her	to execute the affidavit and did so as his or her
free act and deed.	free act and deed.
Notary Public	Notary Public
Commission expires:	Commission expires:
(SEAL)	(SEAL)

Document Submittal Checklist

Modify as necessary/applicable

The following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:
Prequalification Submission/Documents
Contractor's Bid Form (Bidding multiple Trade Bid Packages requires a Bid Form for each Trade Bid Package)
Bid Guarantee (Bid Bond)
Unit Prices (If applicable)
Affidavit of Non-Collusion
Schedule B –Affidavit of Joint Venture (if applicable)
Proof of Ability to Provide Bond (If the individual bid is in excess of \$500,000.00)
Proof of Ability to Provide Insurance

Completed Document Submittal Checklist

EXHIBIT Q

Book 2 – Standard Terms and Conditions for Construction Management Services

(Attached hereto and incorporated herein)

BOOK 2 STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

CONTRACT NO. PS3089

MALCOLM X COLLEGE WEST SIDE LEARNING CENTER
ADDITION AND RENOVATIONS
4624 W. MADISON STREET
CHICAGO, IL 60644
PROJECT #03720

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson Chairman

Ray Giderof
Executive Director

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

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TABLE OF CONTENTS

ARTICLE 1.	GENERAL PROVISIONS	1
	.01 Definitions	
	.02 Interpretation / Rules	
	.03 STANDARD SPECIFICATIONS	
	.04 SEVERABILITY	
SECTION 1	.05 Entire Agreement	4
ARTICLE 2.	PROJECT ORGANIZATION	4
SECTION 2	0.01 THE OWNER	4
	.02 The Executive Director	
	1.03 THE USER AGENCY(IES)	
	2.04 THE AUTHORIZED COMMISSION REPRESENTATIVE	
	2.05 THE ARCHITECT	
	2.07 THE SUBCONTRACTORS	
		(
	THE CONSTRUCTION MANAGER'S OBLIGATIONS	(
	3.01 CONTRACT DOCUMENTS	
	3.02 DOCUMENT CONTROL SYSTEM	
	3.03 SITE CONDITIONS AND INSPECTION	
	3.04 THE CONSTRUCTION MANAGER'S WARRANTIES AND REPRESENTATIONS	
ARTICLE 4.	ENGAGEMENT OF THE CONSTRUCTION MANAGER; RIGHTS OF ASSIGNMENT AND SUBCONTRA	CTS
	11	
SECTION 4	.01 ENGAGEMENT OF CONSTRUCTION MANAGER; SUBCONTRACTING OR ASSIGNMENT OF	
CECTION 4	AGREEMENT OR AGREEMENT FUNDS	
	.02 No Assignment of Contract	
	.03 NO ASSIGNMENT OF CONTRACT FUNDS	
	.05 Commission's Right to Assign	
ARTICLE 5.	INDEMNIFICATION, PERFORMANCE & PAYMENT BOND, AND INSURANCE	13
	5.01 INDEMNIFICATION	
	5.03 INSURANCE	
ARTICLE 6.	PERMITS AND LICENSES	15
SECTION 6	5.01 PERMITS, LICENSES, AND REGULATIONS	. 15
ARTICLE 7.	THE CONSTRUCTION MANAGER'S PRACTICES AT SITE	16
	7.01 Hours of Work	
	'.02 CLEANING UP	
	7.03 PROJECT HEALTH AND SAFETY	
	7.04 PROTECTION OF WORK AND PROPERTY	
	7.05 ACCIDENTS	
	.06 COORDINATION WITH OCCUPANTS FOR ACCESS AND SECURITY	
ARTICLE 8.	COORDINATION WITH OTHERS	2
	3.01 OTHER CONTRACTORS ON THE SITE	
	3.02 MUTUAL RESPONSIBILITY OF THE CONSTRUCTION MANAGERS	
	3.03 COORDINATION WITH OTHERS	
ARTICLE 9.	PERSONNEL	26
	0.01 COMPETENCY OF WORKERS	
SECTION 9	1.02 ADMINISTRATION AND SUPERVISION OF THE WORK	. 26

	UPERINTENDENCE	
	CHEDULER	
	ECHANICAL AND ELECTRICAL COORDINATOR	
	URVEYOR	
	AGE RATES.	
ARTICLE 10. SCHE		29
SECTION 10.01	TIME IS OF THE ESSENCE	29
SECTION 10.02 SECTION 10.03	THE CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE	
	OMPENSATION FOR DELAYS; DELAYS WHICH DO NOT QUALIFY FOR TIME	
	XTENSIONS; PROCEDURE FOR TIME EXTENSION REQUESTS	
SECTION 10.04 SECTION 10.05	LIQUIDATED DAMAGESCOMPLETION OF PUNCH LIST	
SECTION 10.05 SECTION 10.06	NOTICE OF LABOR DISPUTES	
ARTICLE 11. MEET	INGS AND PROGRESS DOCUMENTATION	37
SECTION 11.01	PRE-CONSTRUCTION MEETING	
SECTION 11.02 SECTION 11.03	REVIEW MEETINGS PROGRESS DOCUMENTATION REQUIREMENTS	
ARTICLE 12. COMM	MISSION PROPERTY	42
SECTION 12.01	OWNERSHIP OF DRAWINGS, SPECIFICATIONS AND MODELS	42
SECTION 12.02	CONFIDENTIALITY	
SECTION 12.03	RIGHT OF ENTRY	
SECTION 12.04	DAMAGE TO PROPERTY	
SECTION 12.05	USE OF COMPLETED PORTIONS OF THE WORK	
ARTICLE 13. QUAL	ITY OF WORKMANSHIP, MATERIALS, AND EQUIPMENT	44
SECTION 13.01	STANDARD OF PERFORMANCE	
SECTION 13.02	CONSTRUCTION MANAGER'S QUALITY PROGRAM	
SECTION 13.03	LABOR, MATERIALS AND EQUIPMENT	
SECTION 13.04 SECTION 13.05	Source of Materials Products	
SECTION 13.05 SECTION 13.06	SUBSTITUTION OF PRODUCTS OR MATERIALS	
SECTION 13.07	ADJUSTMENT OF EQUIPMENT	
SECTION 13.08	CORRECTION OF WORK BEFORE FINAL PAYMENT	
SECTION 13.09	CORRECTION OF WORK AFTER FINAL PAYMENT	49
SECTION 13.10	GUARANTEES AND WARRANTIES	49
	THE CONSTRUCTION MANAGER'S QUALITY PROGRAM ELEMENTS AND EQUIREMENTS	50
SECTION 13.12	SEQUENCING AND INSTALLATION STANDARDS	
SECTION 13.13	INSTALLATION STANDARDS	
SECTION 13.14	DELIVERY, HANDLING AND STORAGE	
SECTION 13.15 SECTION 13.16	INTERFACE AND PROJECT COORDINATION	
SECTION 13.10 SECTION 13.17	QUALITY EXECUTION	
	NG AND INSPECTION	64
SECTION 14.01	INSPECTION OF WORK	64
	ASTM STANDARDS	
	TESTING LABORATORY LABELS	
	TESTING LABORATORY RESPONSIBILITIES	
ARTICLE 15. SHOP	DRAWINGS, PRODUCT DATA, RECORDS, AND SAMPLES	67
SECTION 15.01	DOCUMENTS AT THE SITE	67
	THE CONSTRUCTION MANAGER'S RESPONSIBILITIES AND SUBMITTAL ROCEDURES	60
	ROCEDURES	68 73

SECTION 15.04	As-Built Drawings	74
SECTION 15.05	RECORD SHOP DRAWINGS AND PRODUCT DATA	
SECTION 15.06	INSTRUCTIONS, PARTS LIST, OPERATION AND MAINTENANCE MANUALS, AND	
W	ARRANTIES	75
SECTION 15.07	RECORD DOCUMENTS	
SECTION 15.08	PROJECT ACCOUNT RECORDS	
ARTICLE 16. PAYM	EN15	81
SECTION 16.01	INTENTIONALLY OMITTED	81
SECTION 16.02	PAYMENT APPLICATIONS	81
SECTION 16.03	PAYMENT FOR CHANGES	
SECTION 16.04	DEDUCTIONS FOR UNCORRECTED WORK	
SECTION 16.05	CERTIFICATES FOR PAYMENT AND DIRECT DEPOSIT OF FUNDS	
SECTION 16.06	RETAINAGE	
SECTION 16.00 SECTION 16.07	PAYMENTS WITHHELD	
SECTION 16.07 SECTION 16.08	RELEASE OF RETAINAGE	
SECTION 16.06 SECTION 16.09	PROMPT PAYMENT TO SUBCONTRACTORS	
SECTION 16.10	SUBCONTRACTOR CLAIMS	
SECTION 16.11	PAY APPLICATIONS AND PAYMENTS SUBJECT TO REVIEW	
SECTION 16.12	NO WAIVER OF LEGAL RIGHTS	
SECTION 16.13	LIENS	91
ARTICLE 17. CHAN	GES IN THE WORK	91
SECTION 17.01	OWNER'S RIGHT TO CHANGE WORK	
SECTION 17.02	OWNER DIRECTED CHANGES IN THE WORK	
SECTION 17.03	CHANGES TO THE WORK INITIATED BY THE CONSTRUCTION MANAGER	92
SECTION 17.04	CHANGE ORDERS FINALIZE THE TERMS OF FIELD ORDERS	93
SECTION 17.05	THE CONSTRUCTION MANAGER'S RELEASE	94
SECTION 17.06	PERFORMANCE OF CHANGED WORK	94
SECTION 17.07	CHANGE CLAIMS AND DISPUTES	
SECTION 17.08	USE OF CONTINGENCY	
ARTICLE 18. CLAIN	IS AND DISPUTES	94
SECTION 18.01	CLAIMS	94
SECTION 18.02	DISPUTES	95
SECTION 18.03	No Waiver of Legal Rights	96
ARTICLE 19. EVEN	TS OF DEFAULT AND TERMINATION	96
SECTION 19.01	EVENTS OF DEFAULT	96
SECTION 19.02	REMEDIES	97
SECTION 19.03	Non-exclusivity of Remedies	98
SECTION 19.04	COMMISSION'S RIGHT TO TERMINATE CONTRACT	98
SECTION 19.05	COURT ADJUDICATION OF TERMINATION	99
SECTION 19.06	TERMINATION FOR CONVENIENCE	
SECTION 19.07	SUSPENSION OF WORK	
ARTICLE 20. ENVIR	CONMENTAL REQUIREMENTS	100
SECTION 20.01	COMPLIANCE WITH ENVIRONMENTAL LAWS	100
SECTION 20.02	ENVIRONMENTAL PERMITS AND RECORDKEEPING	
SECTION 20.03	ENERGY CONSERVATION ORDINANCE	
SECTION 20.04	ENVIRONMENTAL CONTROL	-
SECTION 20.04 SECTION 20.05	EQUIPMENT AND ENVIRONMENTAL CONTROL DURING TRANSPORT	
SECTION 20.06	DISPOSAL OF MATERIALS, CONSTRUCTION DEBRIS, SOIL, AND WASTE	
SECTION 20.07	OPEN DUMPING PROHIBITED	
SECTION 20.08	LEED CERTIFICATION REQUIREMENTS AND/OR SUSTAINABILITY GOALS	102
ARTICLE 21. COMP	LIANCE WITH ALL LAWS	104
SECTION 21.01	THE CONSTRUCTION MANAGER MUST COMPLY WITH ALL LAWS	
SECTION 21.02	EQUAL EMPLOYMENT OPPORTUNITY	
シート・ロイ ハロ クイ ハク	LITY OF L'HICACO PECIDENTS AND DOCITOT L'ONMAINITY DECIDENTS AS	

EMPLOYEES		105
SECTION 21.04	VETERAN'S PREFERENCE	107
SECTION 21.05	TRADE REGULATIONS	107
SECTION 21.06	STEEL PRODUCTS	107
SECTION 21.07	INSPECTOR GENERAL	
SECTION 21.08	COVENANT AGAINST CONTINGENT FEES	
SECTION 21.09	TAXES	108
SECTION 21.10	ROYALTIES AND PATENTS	
SECTION 21.11	CONFLICT OF INTEREST	
SECTION 21.12	GOVERNMENTAL ETHICS ORDINANCE	
SECTION 21.13	DISCLOSURE AFFIDAVIT	
SECTION 21.14	DISCLOSURE OF RETAINED PARTIES	
SECTION 21.15	NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE	
SECTION 21.16	PARKING VIOLATIONS	
SECTION 21.17	CHILD SUPPORT ORDINANCE	
SECTION 21.18	LISTS MAINTAINED BY CERTAIN FEDERAL AGENCIES	
SECTION 21.19	LOCAL BUSINESS SUBCONTRACTING PARTICIPATION	111
ARTICLE 22. MISCI	ELLANEOUS	111
SECTION 22.01	COUNTERPARTS	111
SECTION 22.02	GOVERNING LAW	111
SECTION 22.03	CONSENT TO SERVICE OF PROCESS AND JURISDICTION	
SECTION 22.04	No Third Party Beneficiaries	
SECTION 22.05	NOTICES	112
SECTION 22.06	AUTHORITY	112
ARTICLE 23. MBE/\	WBE SPECIAL CONDITIONS	113
SECTION 23.01	MBE/WBE PROGRAM	113
ARTICLE 24. BID IN	ICENTIVES FOR APPRENTICE UTILIZATION	120
SECTION 24.01	BID INCENTIVE FOR APPRENTICE UTILIZATION DEFINITIONS	120
SECTION 24.02	BID INCENTIVES	
ARTICLE 25. EQUA	AL EMPLOYMENT OPPORTUNITY REQUIREMENTS	122
ARTICI E 26 PRO I	FCT FORMS	125

ARTICLE 1. GENERAL PROVISIONS

SECTION 1.01 Definitions

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

- "Agreement." This Agreement for Construction Management Services, including all attached exhibits, schedules, drawings, and documents, incorporated by reference, all component parts and all amendments, modifications or revisions made in accordance with the terms hereof.
- 2. "Amendment." The document signed by the Construction Manager and the Commission which authorized an adjustment in the amount of the Guaranteed Maximum Price (GMP) as hereinafter defined due to an adjustment in the scope of the Work or the Services.
- 3. "Architect" or "Architect/Engineer" means any person or firm retained by the Commission to provide design and engineering services for the project.
- 4. "Authorized Commission Representative" means the person assigned, in writing, by the Executive Director to manage the Project on behalf of the Commission.
- 5. "Change Order" is the document signed by the Construction Manager and the Commission or, in circumstances stated in Book 2, the Commission alone, which authorized an alteration or revision in the scope either of the Work and/or time for performance of the Work that will be completed within the amount specified in the Guaranteed Maximum Price (GMP) as herein after defined.
- 6. "City of Chicago Residents" means persons domiciled within the City of Chicago. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.
- 7. "Commission" or "PBC" 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.
- 8. "Construction Closeout" means the period from Substantial Completion through Final Acceptance and payment, including completion of all required deliverables, in accordance with the Contract Documents.
- 9. "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. Agreement for Construction Management at Risk Services
 - b. Book 2 Standard Terms and Conditions for Construction Management Contracts
 - c. Book 3 -- Technical Specifications and Drawings
- 10. "Contract Completion Date" is the date on which the Construction Manager must achieve Substantial Completion. The Contract Completion Date will be determined based on the time for completion of the Work stated in the Contract Documents, adjusted by any Change Orders that extend or reduce the time for completion of the Work.
- 11. "Contract Price" means the full amount of compensation to be paid for the Work to be provided and Services to be performed by the Construction Manager as adjusted from time to time by an Amendment to this Agreement.
- 12. "Construction Manager" means the partnership, firm, corporation, joint venture or entity entering into the Contract with the Commission to perform the Work required by the Contract Documents.
- 13. "Day" or "Days" means all days included in the calendar (Monday-Sunday inclusive of holidays). A Day contains 24 hours.
- 14. "Delay" means any delay on the Critical Path of the Schedule.
- 15. *Deliverables*. The documents, in any format (electronic or hard copy), that the Construction Manager is required to provide to the Commission under this Agreement including, without limitation, estimates, budgets, reports, forms, recommendations, analyses and interpretations.

- 16. "Digital Video" means moving visual images and audio as required.
- 17. "Drawings" are those enumerated in the Schedule of Drawings, and additional drawings and sketches, if any, incorporated into the Contract by a bulletin issued by the Architect or Change Order as the Work progresses.
- 18. "Environmental Law(s)" means all applicable Federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.
- 19. "Executive Director" means the person employed by the Commission as its Executive Director or the Executive Director's designee.
- 20. "Field Order" means a written order to the Construction Manager, signed by the Authorized Commission Representative unilaterally directing changes in the Work or the Project CPM Schedule.
- 21. "Final Completion and Acceptance of the Work" means the last date on which all of the following events have occurred: the Commission has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract Documents; final inspections have been completed and operating systems and equipment testing have been completed; final occupancy certifications have been issued; Construction Manager's LEED Commissioning responsibilities required by the Contract Documents have been completed; all Deliverables have been provided to the Commission; and all contractual requirements for final payment have been completed.
- 22. "First-tier Subcontractor" means any Subcontractor that has a contract with the Construction Manager.
- 23. Guaranteed Maximum Price (GMP). The Guaranteed Maximum Price (GMP) is the maximum amount payable to the Construction Manager for the performance of the Services and the Work under the terms and conditions of the Agreement, subject to Amendment. The Guaranteed Maximum Price includes any and all costs of the Services and the Work, and any and all fees due to Construction Manager for the performance of the Services, subject to Amendment.
- 24. "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 pesticides under the Federal Insecticide, Fungicide and Rodenticide Act 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.
- 25. "Local Government" or "City" means the City of Chicago, Illinois.
- 26. "Notice to Proceed" means the written notice issued by the Commission to the Construction Manager authorizing the Construction Manager to begin the Work, or specified portion of the Work, as applicable, on a certain date as specified within this Contract.
- 27. "OCDM" (or 'the System") refers to the Commission's designated On-line Collaboration and Document Management system. It shall be used by the Construction Manager to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Authorized Commission Representative.
- 28. "Project" means the planning and all related services to the collective improvements to be constructed by the Construction Manager in accordance with the Contract.
- 29. "Project Community" means the area designated as the Project Community in the Agreement, Exhibit I "Project Community Area Map."
- 30. "Project Community Residents" means persons domiciled within the Project Community as designated by the Commission.
- 31. "Site" means the location(s) shown on the Drawings or described in the Technical Specifications within which the Work will be performed under the Contract Documents.
- 32. "Punch List" and "Punch List Work" means minor adjustments, repairs or deficiencies in the Work as determined at the sole discretion of the Commission. Items of incomplete Work that preclude full or beneficial use of any portion of the Work or that preclude the Commission from full operation, maintenance, or security of the facility are not considered Punch List Work.

- 33. "Record Documents" are all documents required under the terms of the Contract to be provided to the Commission by the Construction Manager, including, but not limited to, shop drawings, as-built drawings, blue line drawings, parts manuals, operation and maintenance manuals, and Project manuals or specifications.
- 34. "Request for Information" or "RFI" means the document transmitted by the Construction Manager to the Architect via the Authorized Commission Representative seeking clarification or direction with respect to ambiguity, contradictions, errors or omissions in the Drawings and Technical Specifications.
- 35. "Safety Manager" means the person designated by the Commission to serve as Safety Manager for the Project.
- 36. "Schedule" means the critical path method (CPM) schedule submitted by the Construction Manager establishing time frames for the performance of components of the Work.
- 37. "Schedule of Values" means the detailed list of the value of each construction activity included in the Contract Price broken down by labor and materials that is submitted by the Construction Manager and approved by the Commission, as amended.
- 38. "Site" means the Malcolm X College West Side Learning Center located at 4624 West Madison Street, Chicago, Illinois.
- 39. "Special Waste" means those substances as defined in the Illinois Environmental Protection Act, and further defined in Illinois Administrative Code.
- 40. "Subcontractor" means any partnership, firm, corporation or entity other than an employee of the Construction Manager that furnishes labor and/or materials to the Construction Manager, whether or not the Subcontractor is in privity with the Construction Manager.
- 41. "Submittal" means a schedule, shop drawings, Digital Video, 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.
- 42. "Substantial Completion" of the Work occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the User may occupy the Project for the use for which it is intended, without unscheduled disruption.
- 43. "Technical Specifications" means the detailed requirements for the Work furnished by the Architect and set forth in Book 3 of the Contract Documents.
- 44. "User" or "User Agency" means the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.
- 45. "Work" means the obligations of the Construction Manager under the Contract Documents. Work includes, unless specifically excepted by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, permits, inspections, occupancy approvals, insurance, taxes, and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents. Work also means that which is furnished, produced, constructed, or built pursuant to the Contract Documents.

SECTION 1.02 Interpretation / Rules

- 1. Intent of Contract Documents:
 - a. The intent of the Contract Documents is to describe the Work that the Construction Manager will undertake to fulfill the requirements of the Contract. The Construction Manager must perform all Work as provided in the Contract Documents as required and necessary to complete the Work in accordance with the Contract Documents. The Construction Manager must furnish all required materials, equipment, tools, labor, temporary light and power, shop drawings, installation drawings, working drawings, and incidentals, unless otherwise provided in the Contract, and will include the cost of all such items in the GMP Proposal, unit prices or any lump sum item. The GMP Proposal includes all costs relating to, or associated with, the foregoing including, but not limited to, all direct costs, indirect costs, overhead, and profit.
 - b. Wherever the imperative form of address is used, such as "perform the excavating," "provide equipment required," "remove obstructions encountered," "furnish and install reinforcing steel bars," it is understood and agreed that such

imperative is directed to the Construction Manager.

- c. "Provide" as used in these specifications means furnish and install.
- d. Unless a contrary meaning is specifically noted elsewhere, words "as required," "as directed", "as permitted", and similar words mean that requirements, directions of, and permission of the Commission are intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import, mean "approved by", "acceptable to", or "satisfactory to" the Commission. Words "necessary", "proper", or words of like import as used with respect to extent, conduct, or character of Work specified shall mean that Work must be conducted in a manner, or be of character which is "necessary" or "proper" in the opinion of the Commission.
- e. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or Subcontractor. The Construction Manager shall be responsible for all segregation of Work between the trade or craft jurisdictional limits.
- f. Before the Construction Manager physically begins the Work, the Construction Manager must check the Commission's Technical Specifications and Drawings. Should any errors, discrepancies or omissions be found in these plans and specifications or any discrepancy found between the Contract Documents and the physical conditions at the Site or in any subsequent Drawings that may be provided thereafter, the Construction Manager must notify the Authorized Commission Representative, in writing, immediately.

SECTION 1.03 Standard Specifications

1. Any reference herein to standard specifications of any society, institute, association, or governmental authority (such standard specifications not forming a part of any statute or ordinance nor otherwise specified as to edition or date) is a reference to the standard specifications of such organization that are in effect on the thirtieth (30th) day prior to the date of the first Advertisement for Bids.

SECTION 1.04 Severability

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

SECTION 1.05 Entire Agreement

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

ARTICLE 2. PROJECT ORGANIZATION

SECTION 2.01 The Owner

The owner is:

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

SECTION 2.02 The Executive Director

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

SECTION 2.03 The User Agency(ies)

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

SECTION 2.04 The Authorized Commission Representative

- 1. The Executive Director will assign an individual to be the Authorized Commission Representative for the Project. The Executive Director will notify the Construction Manager of the assignment in the Notice to Proceed letter.
- The Construction Manager must route all Project communication and notices, whether intended for the Commission
 or the Architect, to the Authorized Commission Representative. The Authorized Commission Representative will also
 route responses from the Commission and Architect to the Construction Manager.
- The Authorized Commission Representative has the authority to reject all or any portion of Work that does not conform to the Contract Documents.
- The Authorized Commission Representative will not be responsible for acts or omissions of the Construction Manager or any Subcontractor.
- 5. The Authorized Commission Representative is responsible for the following:
 - a. Reviewing and monitoring, on a periodic basis, the Construction Manager's baseline and updated schedules for compliance with the Contract milestone dates and the master CPM milestone dates.
 - Conducting weekly meetings with the Commission, User, Construction Manager, Architect, and others to review the Project schedule, submittals, scope change, requests for information, outstanding bulletins, pending issues, and field problems.
 - c. Reviewing the Construction Manager's payment applications in accordance with the Commission's policies and procedures and submitting the payment applications to Commission for approval and payment.
 - d. Establishing an on-site organization line of authority to implement all construction phases of the Project in a coordinated and efficient manner.
 - Establishing and implementing procedures for, and maintain coordination among, the Commission, User, Architect, Construction Manager, and other agencies having jurisdiction of the Project with respect to all construction aspects of the Project.
 - f. Coordinating the submission, processing, procurement and assembly of all required permits, licenses, and certificates with the Construction Manager and arrange delivery of same to the Commission.
 - g. Conducting site observations of the Construction Manager and Project to ensure that Work is progressing on schedule and in accordance with the requirements of the Commission and the Contract Documents.
 - h. Reviewing the adequacy of the supervision, personnel and equipment and the availability of necessary materials and supplies. Where inadequate, direct that the necessary action be taken to remediate the deficiency.
 - i. Receiving and reviewing all shop drawings, materials and all other required Submittals prior to transmittal of these documents to the Architect. Requests for approval of Subcontractors, delivery schedules, material lists, shop drawings, samples, and the like will be commented upon and submitted to the Commission for concurring approval.
 - j. Monitoring the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work.
 - Receiving and reviewing all requests for additional compensation and time extensions sought by the Construction Manager.
 - Conducting a comprehensive final inspection of the Project to verify that the materials furnished and Work performed are in accordance with the Contract Documents.
 - m. Expediting the assembly and delivery to the Commission of all papers required by the Contract Documents, including

but not limited to "as-built" drawings, guarantees, warranties, and operations and maintenance manuals. Reviewing, approving, and submitting such documents to the Commission upon completion of the Project.

SECTION 2.05 The Architect

- 1. The Architect for the Project is the one whose name appears on the Drawings in the Contract Documents. The Construction Manager will have no direct contact with the Architect except as authorized by the Authorized Commission Representative.
- The Architect will not be responsible for acts or omissions of the Construction Manager or any Subcontractor.

SECTION 2.06 The Construction Manager

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

SECTION 2.07 The Subcontractors

- 1. Except as may be otherwise provided in the Contract, all transactions of the Commission will be with the Construction Manager.
- The Construction Manager is wholly responsible, and liable to the Commission, for any and all Work performed by any Subcontractor.

ARTICLE 3. THE CONSTRUCTION MANAGER'S OBLIGATIONS

SECTION 3.01 Contract Documents

- 1. The Construction Manager must carefully review and compare all Drawings, Technical Specifications, and other Contract Documents. In the event the Construction Manager identifies an error or omission, the Construction Manager will promptly notify the Authorized Commission Representative, in writing, and then proceed with the Work in accordance with instructions from the Authorized Commission Representative concerning such error or omission. The Construction Manager acknowledges and agrees that any such errors or omissions are to the detriment of the Owner. The Construction Manager shall not seek to take advantage of the discovery of any conflict, error or omission, or discrepancy in the Contract Documents after award of the Contract, but shall cooperate with the Commission to resolve any such errors or omissions in a prompt and cost-effective manner. In the event such resolution involves a change to the Work, such change will be accomplished pursuant to Article 17 hereof.
- 2. The Contract Documents are complementary and intended to include all items required for the proper execution and completion of the Work. Generally, the Technical Specifications describe Work which cannot be readily indicated on the Drawings, and indicate types, qualities, and methods of installation of the various materials and equipment required. The Drawings and Technical Specifications are to be read and interpreted as a whole. If there are contradictions or ambiguities between the Contract Documents, the Construction Manager must submit a request for information (RFI) to the Authorized Commission Representative.
- 3. Materials which are shown on the Drawings and which may not be specifically described in the Technical Specifications or Drawings will be furnished by the Construction Manager, suitable for the intended use, compatible with adjacent materials, and subject to review for conformance with the intent of the Contract Documents. If installation techniques are not specified, installation will be in accordance with manufacturer's currently published instructions and industry standards.
- 4. Dimensions of Work will not be determined by scale or rule. Figured dimensions must be followed at all times. If figured dimensions are lacking and cannot be calculated from other dimensions on Drawings, the Construction Manager must submit an RFI to the Authorized Commission Representative for resolution by the Architect.
- 5. The Construction Manager must keep at the Site, for reference, a complete set of documents pertaining to the Project, including, but not limited to, the complete Contract Documents, copies of all drawings and plans furnished by the Architect, all additional and revised drawings and plans furnished by the Authorized Commission Representative, all orders issued to the Construction Manager by the Commission that relate to the Work, and all submittals, including shop drawings, meeting minutes, reports, payment applications, and correspondence relating to the Work, and a set of updated as-built drawings.
- 6. The Construction Manager must prepare coordination drawings where limited available space may cause conflicts in the locations of installed products and where required to coordinate installation of products.

SECTION 3.02 Document Control System

- 1. The Commission has an on-line collaboration and document management system, OCDM (the "System"). The Construction Manager shall use the System to: track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Authorized Commission Representative. The System shall be the mode of conveyance and repository for all Project Record Documents. The Construction Manager shall post all Project-related documents, including all Record Documents, on the System. By executing its Contract, the Construction Manager agrees to comply with all terms and conditions required by the Commission for the use of the System.
- 2. Within seven (7) Days of the Notice to Proceed, the Construction Manager shall designate an employee that will serve as its System Coordinator. The Construction Manager's System Coordinator will be the point of contact for the Commission for implementation and support for the Construction Manager's use of the System.
- 3. Employees of the Construction Manager, its Subcontractors and Suppliers who will use the System must complete the training provided by the Commission. Each such employee must furnish a valid e-mail address to the Authorized Commission Representative prior to the training.
- 4. The System requires a broadband connection with the Internet (e.g., at a minimum, T1, cable modem, or DSL) for effective use. The Construction Manager must furnish its own hardware and software, including, but not limited to, personal computers, peripheral software, virus protection software and high-speed document scanners. All written communication and document transmittal from the Construction Manager to the Commission will occur via the System. In the event that hand signatures and/or stamps are required for a document, unless otherwise directed by the Authorized Commission Representative, the transmittal of such document shall be made simultaneously via the System and hard copy; hard copy shall be transmitted as required by the Contract Documents. Signed and/or stamped documents must then be scanned and uploaded to the System.
- 5. The Construction Manager shall be solely responsible for its use of the System, as well as use of the System by its Subcontractors and Suppliers.

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 Construction Manager by the Commission.
- 2. The Construction Manager must take field measurements, verify field conditions and carefully compare such field measurements and conditions and any other information known to the Construction Manager about the Contract Documents before commencing the Work. No allowance will be made to the Construction Manager for any extra labor and/or materials required due to site conditions or discrepancies that might have been discovered by a thorough and proper inspection of the Site. If land surveying Work is required under this Contract, the Construction Manager must have such Work performed by a surveyor as described in Section 9.07 "Surveyor."
- 3. If conditions are encountered at the Site that are:
 - a. Subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents, or
 - b. Pre-existing unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, including the presence of unanticipated Hazardous Materials, then the Construction Manager will take no action to disturb the area until providing written notice to the Authorized Commission Representative immediately, and receiving notice from the Authorized Commission Representative as to how and when to proceed.
- 4. After receipt of the notice from the Construction Manager, the Commission will promptly investigate such conditions, and if conditions differ materially from those indicated in the Contract Documents and could not have been known to the Construction Manager at the time the Construction Manager submitted the GMP Proposal in accordance with the Standard of Care, and such conditions will cause a material increase or decrease in the Construction Manager's cost of, or time required for, the performance of any part of the Work, an equitable adjustment in the Contract Price or Contract Completion Date or both, will be made based upon Article 17, "Changes in the Work." If the Commission determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no adjustment Contract Price or Contract Completion Date is justified, the Commission shall notify the Construction Manager in writing, stating the reasons therefor. If the Construction Manager disagrees with the Commission's determination, the Construction Manager may submit a claim in

accordance with the procedures and requirements set forth in the Contract Documents.

- 5. No claim for an increase in the Contract Price and/or the Contract Completion Date by the Construction Manager, or Subcontractor, due to differing site conditions shall be allowed if the Construction Manager, or Subcontractor, knew of its existence before submitting its agreement to perform the Work or if those conditions could have been discovered by any reasonable examinations before the Construction Manager's submission of the GMP Proposal. Further, no increase in the Contract Price and/or the Contract Completion Date by the Construction Manager, or Subcontractor, due to differing site conditions shall be allowed unless the Construction Manager provides a proper and timely claim for an increase in the Contract Price and/or an increase in the Contract Completion Date in accordance with the provisions of the Agreement.
- 6. The Construction Manager must follow the requirement of written notice in Section 3.03(3)(b) above and the requirements set out herein in Article 18. Claims and Disputes regarding a claim for changed site conditions. The Construction Manager must also provide written notice of any claim regarding the changed site condition to the Authorized Commission Representative within one (1) Day after its discovery. The notice of changed site conditions must state the nature of the changed site condition, its location, and the work that is affected by it.

SECTION 3.04 The Construction Manager's Warranties and Representations

- 1. The Construction Manager warrants and represents that:
 - a. The Construction Manager has carefully examined the Site, the Contract Documents and the adjacent areas, has taken field measurements and has otherwise suitably investigated the Site to ascertain the nature and location of the Work, and has investigated and satisfied itself as to the general and local conditions which are applicable to the Work such as, without limiting the generality of the foregoing: (i) conditions bearing on transportation, disposal, handling and storage of materials; (ii) the availability of labor, water, power and roads; (iii) normal weather conditions; (iv) observable physical conditions at the Site; (v) the structural sufficiency of the areas of the Site that the Construction Manager intends to utilize for the staging of materials and the prosecution of the Work; (vi) the surface conditions of the ground and subsurface conditions (based on geotechnical and other subsurface information or data provided by the Commission or other subsurface information or data generally available to the Construction Manager regarding the Site); (vii) the character of equipment and facilities needed prior to and during the performance of the Work; (viii) the availability of utilities to the Site; and (ix) all Laws, zoning and land use restrictions applicable to the Site and is satisfied that the Construction Manager can complete the Work with all appurtenant improvements as shown or specified in or reasonably inferable from the Contract Documents and consistent with the Contract Documents without the need for any change to the Contract Price or the Contract Completion Date.
 - b. The Construction Manager has examined all land and areas surrounding the Site (including, for the purposes hereof, the streets, sidewalks, and buildings adjacent the Site) and has ascertained the materials and construction of the buildings and all existing conditions of such buildings. The Construction Manager further agrees that the Construction Manager's prosecution of the Work shall be controlled by such existing conditions and all work and protective measures necessary to keep and leave said premises and buildings in the same condition as they were before commencing the Work shall be done by the Construction Manager without any addition to the Contract Price or change in the Contract Completion Date. Wherever any parts of adjacent premises interfere with or are interfered by the Work to be performed hereunder, the Construction Manager shall make whatever changes are made necessary thereby without any addition to the Contract Price or change in the Contract Completion Date, Construction Schedule, milestone(s), date of Substantial Completion or date of Final Completion.
 - c. This Contract is feasible of performance in accordance with all of its provisions and requirements and that the Construction Manager can and must perform, or cause to be performed, the Work in strict accordance with the provisions and requirements of this Contract.
 - d. 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 Construction Manager to submit a GMP proposal or has been relied upon by the Construction Manager, 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.

- e. The Construction Manager was given ample opportunity and time to review the Contract Documents prior to submittal of its GMP proposal.
- f. The Construction Manager acknowledges and understands that the Commission materially relied upon the Construction Manager's GMP proposal in its selection of the Construction Manager to perform the Work, and on the GMP Proposal in its issuance of the Notice to Proceed with the construction phase of the Project.
- g. The Construction Manager's submittal of its GMP proposal establishes that the Construction Manager, in preparing and submitting its GMP proposal on which this Contract is based, has complied with and given full consideration to the following submission requirements:
 - (1) The Construction Manager did obtain for submittal purposes copies of the complete Contract Documents as identified in the advertisement and all addenda issued by the Commission and has become familiar with the same and all Contract requirements and conditions described therein.
 - (2) The Construction Manager has clarified to its satisfaction and complete understanding and acceptance any doubt as to the true meaning and intent of any part or parts of the specifications and plans or other portions of the Contract Documents.
 - (3) The Construction Manager waives any claim for relief because of alleged mistakes or omissions in its GMP proposal and that the Construction Manager will be held strictly to its GMP proposal as presented.
- The Construction Manager has the capability and financial resources to perform all of the provisions and requirements of this Contract.
- The Construction Manager must perform all of its obligations under this Contract in accordance with all of the Contract's provisions and requirements.
- 4. The Construction Manager and its Subcontractors are financially solvent, able to pay all debts as they mature, and possess sufficient working capital to complete the Work and perform all obligations hereunder.
- 5. The Construction Manager is not party to any legal, administrative, arbitration, investigative or other proceeding or controversy pending, or, to the best of the Construction Manager's knowledge, threatened, which would adversely affect the Construction Manager's ability to perform under the Agreement.
- 6. The Construction Manager is familiar with the review and approval process of any applicable laws for the construction of projects of the type described in the Contract Documents and Construction Manager shall take no action that would in any manner cause the Commission to be in violation of, or in non-compliance with, any such requirements. The Construction Manager shall not be entitled to an adjustment in the Contract Price or Contract Completion Date for any delays in any such review and approval by applicable laws, ordinances, codes, rules, and regulations.

SECTION 3.05 Acceptance of Work

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

achieved; if so, the Architect will prepare a Certificate of Substantial Completion for execution by the Construction Manager.

2. Final Completion and Acceptance of the Work

a. Punch List Completion

- (1) The Construction Manager 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 Construction Manager from the Commission. The Construction Manager agrees to begin performance of Punch List Work immediately after receipt of the Punch List.
- (2) Failure of the Construction Manager or its Subcontractors to begin the Punch List Work within three (3) Days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.
- (3) Punch List Work will be continuously prosecuted once begun and completed within the period set forth in the Punch List by the Authorized Commission Representative. The Authorized Commission Representative shall establish the period for completion of the Punch List Work after consultation with the Construction Manager. The period established by the Authorized Commission Representative will be based on the Authorized Commission Representative's reasonable, good faith estimate of the time necessary for the Construction Manager to complete the Punch List Work.

b. Final Completion and Acceptance of the Work

- (1) When the Construction Manager deems the Work, including all Punch List Work, to be complete, the Construction Manager must notify the Authorized Commission Representative in writing that the Work will be ready for an inspection and/or test on a date specified by the Construction Manager. Such notice is to be given at least fifteen (15) Days in advance of said date. If the Authorized Commission Representative concurs that the Work will be ready for inspection or testing on the date given, such inspection will be made within a reasonable period of time. The scheduling of the inspection to determine whether the Work is complete does not relieve the Construction Manager of its responsibilities under the Contract Documents. The Construction Manager 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 Construction Manager confirming the Final Completion and Acceptance of the Work.
- (2) No action of the Commission, the Authorized Commission Representative, the Architect, or their respective Executive Directors, board members, officers, employees, or agents is to be construed as accepting Work done or material furnished in the performance of this Contract, which Work or materials are not in accordance with those specified and required by the Contract. The issuance of notice of Final Completion or the final payment does not affect the rights of the Commission against the Construction Manager (and the surety or sureties on the Performance and Payment Bond given by the Construction Manager) to enforce the complete performance of this Contract or to sue for the recovery of damages for failure to do so, nor affect the terms of the Construction Manager's guarantee in connection therewith.

c. Consequence

(1) Failure by the Construction Manager to provide requisite information, perform the required task(s) and/or within the specified timeframe, may be deemed an Event of Default.

- ARTICLE 4. ENGAGEMENT OF THE CONSTRUCTION MANAGER; RIGHTS OF ASSIGNMENT AND SUBCONTRACTS
- SECTION 4.01 Engagement of Construction Manager; Subcontracting or Assignment of Agreement or Agreement Funds
- 1. The Commission has engaged the Construction Manager to perform the Work as set forth in the Contract Documents and the Construction Manager hereby accepts such engagement upon such terms and conditions set forth in the Contract Documents. The Construction Manager assumes full and total responsibility and liability for procuring and furnishing the Work, including any Deliverables, goods, equipment, and materials to complete the Work described in the Agreement. The Construction Manager will:
 - a. Act at all times as the single point of reference and contact for the Commission and all performance under the Agreement;
 - b. Furnish the Work and all goods, equipment and materials necessary to complete the Work in a manner that complies with all applicable accreditation standards affecting the Commission and/or the User Agency;
 - Procure and furnish all Deliverables under the Agreement, including all goods, equipment and materials necessary to complete the Work specified in the Agreement, regardless whether any particular goods or services is manufactured or supplied directly by Construction Manager or through a third party;
 - d. Furnish the Work and all goods, equipment and materials necessary to complete the Work inclusive of all activities and tasks necessary and appropriate for performance of the Work or all equipment and materials in accordance with the Agreement, subject to the Commission's retention of performance of any activities or tasks for particular Work as specified in the Contract;
 - e. Furnish, install, configure, implement and integrate all goods, equipment and materials necessary to complete the Work, provide efficient business administration and project management with respect to this engagement, and appropriately supervise all work performed as part of this engagement, as necessary and appropriate to complete the installation, configuration, implementation and integration of all goods, equipment and materials necessary to complete the Work in accordance with the Agreement;
 - f. Prior to the commencement of the Construction Phase of the Work, the Construction Manager will identify in writing to the Authorized Commission Representative or such other party designated by the Commission in writing all Subcontractors it intends to use in the performance of this Agreement. The Authorized Commission Representative will have the right to disapprove any identified subcontractor. Identification of subcontractors to the Authorized Commission Representative is in addition to any Construction Manager communications about Subcontractors with the Commission other than with the Authorized Commission Representative. All Subcontractors performing under this Agreement will be subject to the terms and conditions of this Agreement to the fullest extent applicable. The Construction Manager will incorporate into each subcontract all provisions of this Agreement that affect such subcontract. Copies of all subcontracts must be provided by the Construction Manager upon request.
- 2. Any subcontracting, assignment or other delegation by the Construction Manager in violation of this Agreement will be null and void. The unauthorized subcontracting, assignment or other delegation of this Agreement, in whole or in part, or the unauthorized transfer or assignment of any funds or interest, in whole or in part, which shall be or become due the Construction Manager, under this Agreement will have no effect on the Commission.

SECTION 4.02 No Assignment of Contract

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

SECTION 4.03 No Assignment of Contract Funds

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

SECTION 4.04 Subcontracts

1. All Subcontractors which provide labor to the project are subject to the approval of the Executive Director before they may

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

- 2. All requests to subcontract for companies which will provide jobsite labor for the Project must be submitted for approval on the form attached as Exhibit R, titled Request for Subcontractor/Supplier Review Form.
- 3. The Construction Manager may not make any substitution for a Subcontractor that has been accepted by the Executive Director, unless such substitution is acceptable to the Executive Director. The Construction Manager shall provide the Executive Director with timely notice of any proposed substitution so as not to impede the progress of the Work.
- 4. The Construction Manager shall, in each of its subcontracts for the Work, include the following provision whereby each Subcontractor agrees to the assignment of its subcontract to the Commission, or the Commission's assignee, without further approval or action by such Subcontractor:

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

- The Construction Manager hereby assigns any or all subcontracts to the Commission, effective upon the Commission's
 exercise, in its sole discretion, of its rights to assume such assignment as a remedy for the Construction Manager's default or
 in the event of early termination.
- 6. The subcontract must preserve the rights of the Commission under this Contract with respect to the Work performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, The Construction Manager must require each Subcontractor to enter into similar subcontracts with its Subcontractors and material suppliers. The Construction Manager will provide to each Subcontractor, prior to the execution of such subcontract, copies of the provisions of this Contract to which the Subcontractor will be bound.
- 7. There is no privity between Subcontractors and the Commission, nor shall the Commission's acceptance or approval of a particular Subcontractor be construed as creating any contractual relationship between the Commission and such approved/accepted Subcontractor. Except as may otherwise be explicitly provided in the Contract Documents, Subcontractors have no rights as third-party beneficiaries under this Contract. The Construction Manager will require the Subcontractors to communicate with the Commission through the Construction Manager only.
- 8. The Construction Manager shall at all times be responsible for payments to Subcontractors for Work performed by such Subcontractors. Notwithstanding the foregoing, the Commission reserves the right to make direct payments to Subcontractors in the event the Executive Director, in his sole discretion, deems it to be in the best interests of the Commission to make such direct payments.
- The Construction Manager shall require its Subcontractors to agree, in writing, to submit to the Construction Manager applications for payment in such reasonable time as to enable the Construction Manager to apply for payment as hereinspecified under Article 16. "Payments."
- 10. The Construction Manager shall, in each of its subcontracts for the Work, require the Subcontractors to agree to pursue any claims or disputes that a Subcontractor may have with respect to the Work through the process for resolving claims and disputes set forth in Article 18 hereof.
- 11. The Construction Manager must disclose to the Owner the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Construction Manager has retained or expects to retain in connection with the Work, as well as the nature of the relationship, and the total amount of the fees paid or estimated

to be paid. The Construction Manager is required to disclose employees who have been identified as Key Personnel pursuant to Exhibit D of the Agreement and who are paid or estimated to be paid through the Construction Manager's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than a not-for-profit entity, on an unpaid basis. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Construction Manager is uncertain whether a disclosure is required under this Section, the Construction Manager must either ask the Owner whether disclosure is required or make the disclosure.

SECTION 4.05 Commission's Right to Assign

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

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

SECTION 5.01 Indemnification

- 1. Indemnity
 - a. The Construction Manager agrees to protect, defend, indemnify, and hold the Commission, the User Agency and their respective officers, officials, representatives, and employees (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting this Contract or arising out of or being in any way connected with the Construction Manager's performance under this Contract except for matters shown by final judgment to have been caused by or attributable to the Indemnified Parties' negligence. The indemnification provided herein will be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees, or other expenses incurred by the Commission, including but not limited to, fines and penalties imposed by public bodies and the reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract.
 - b. To the fullest extent permitted by Law, the Construction Manager shall protect, defend, indemnify, and hold the Indemnified Parties harmless from all liabilities, claims, demands, actions, suits and costs (including, without limitation, reasonable attorneys' fees, expert fees, court costs and expenses), if caused by reason of or as result of the Construction Manager's breach of this Agreement (including any material misstatement contained in any representation made by the Construction Manager, or breach of any warranty made by the Construction Manager) or failure to perform in accordance with the Contract Documents, including, without limitation, any failure to comply with Laws.
 - c. The Construction Manager shall: (i) to the fullest extent permitted by law, protect, defend, indemnify, and hold the Indemnified Parties harmless from and against any and all liability, loss, suits, claims, actions, causes of action, proceedings, demands, costs, penalties, fines and expenses (including, without limitation, reasonable attorneys' fees, expert fees, court costs and expenses), and clean-up costs, if caused by reason of or as result of the generation, storage, treatment, handling, transportation, disposal or release by the Construction Manager or any entity for whom the Construction Manager is responsible of any Hazardous Materials brought onto the Project Site by the Construction Manager, its Subcontractors, sub-subcontractors or anyone for whom the Construction Manager is legally liable other than to the extent explicitly required by the Contract Documents; and (ii) with reasonable promptness, remove or cause the removal of such Hazardous Materials from the Project Site or otherwise remediate such condition, in each case in accordance with applicable Laws.
 - d. To the fullest extent permitted by law, the Construction Manager shall protect, defend, indemnify, and hold the Indemnified Parties harmless from all liabilities, claims, demands, actions, suits and costs (including, without limitation, reasonable attorneys' fees, expert fees, court costs and expenses) if caused by reason of or as result of a notice of lien, claim for lien, or suit to foreclose a lien filed, given, made or maintained by a Subcontractor, sub-subcontractor or Supplier, provided that the Construction Manager has received undisputed payments due to date pursuant to the terms of the Agreement.
 - e. The Construction Manager shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, Subcontractors, agents, or servants of the Construction Manager even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. The Commission will have the right, at its sole option, to

participate in the defense of any such suit, without relieving the Construction Manager of its obligations hereunder.

- f. "Injury" or "damage" as these words are used in this section will be construed to include, but shall not be limited to, injury or damage consequent upon the failure of or use or misuse by the Construction Manager, its Subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished, or loaned by the Indemnified Parties.
- g. The Construction Manager will promptly provide, or cause to be provided, to the Executive Director and the Commission's General Counsel copies of such notices as the Construction Manager may receive of any claims, actions, or suits as may be given or filed in connection with the Construction Manager's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder and to give the Indemnified Parties authority, information, and assistance for the defense of any claim or action.
- h. The indemnification set forth in this Section 5.01 is not limited by any amount of insurance or performance bond required under this Agreement. Further, the indemnity contained in this Section will survive the expiration or termination of this Agreement.
- i. To the extent permissible by Law, the Construction Manager waives any limits to its obligations to defend, indemnify, hold harmless or contribute any sums due pursuant to its obligations set forth hereunder, including any claims by any employee of the Construction Manager that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et. seq. or any other related law or judicial decisions (such as, Kotecki v. Cyclops Welding Corporation, 146 III.2d 155 (1991)). The Owner, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision. The indemnities in this Section survive expiration or termination of the Agreement for matters occurring or arising during the term of the Agreement or as the result of or during the Construction Manager's performance of the Work beyond the term of the Agreement.

SECTION 5.02 Performance and Payment Bond

- 1. Before award of the Contract, the Construction Manager will deliver to the Commission a Performance and Payment Bond in the amount of the Contract Price. The surety or sureties issuing the bond must be acceptable to the Commission and the bond must be in the form provided by the Commission. The bond must cover the warranty period required by the Contract.
- 2. In case of neglect, failure, or refusal of the Construction Manager to provide satisfactory sureties when so directed within seven (7) Days after such notification, the Commission may declare this Contract forfeit, but such forfeiture will not release the Construction Manager 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 Construction Manager and direct that a bond issued by a satisfactory surety or sureties be provided forthwith.
- 4. Surety for Bond. The Performance and Payment Bond required by the Contract must be secured by a guarantee or surety company listed in the latest issue of U.S. Treasury Circular 570.

SECTION 5.03 Insurance

1. The Construction Manager must procure and maintain at all times, at the Construction Manager's own expense, the minimum insurance coverages and requirements specified in the Agreement.

ARTICLE 6. PERMITS AND LICENSES

SECTION 6.01 Permits, Licenses, and Regulations

1. Permits

- a. The Construction Manager 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 Department of Buildings permit costs and the Department of Buildings Stormwater Review Fee. All other permit fees will be borne by the Construction Manager, as well as, any third party review costs. See Exhibit C for current Fee Waiver.
- b. The Construction Manager will confer with the Authorized Commission Representative prior to applying for the building permit, and the parties will agree on the process for obtaining the building permit prior to the Construction Manager's application for such permit. The Authorized Commission Representative will assist the Construction Manager in the building permit process, but the Construction Manager is solely responsible for obtaining all required permits in a timely fashion.
- c. The nature of the foundation systems required on portions of this Project may be such that submittals, permits, and coordination will be required with the appropriate governing body within the City of Chicago. If such systems are required by the Contract, the Construction Manager, representing its familiarity with these systems and permit processes, is responsible for any and all submittals, fees, coordination, and any other items required to secure approvals required by the authorities having jurisdiction for the installation of these systems.

2. Licenses and Regulations

- a. The Construction Manager will include in the GMP proposal 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 Construction Manager must give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work. If the Construction Manager observes that the Drawings and specifications are at variance therewith, prompt notification in writing must be given to the Authorized Commission Representative, and any necessary changes must be made in accordance with Article 17 "Changes in the Work." If the Construction Manager fails to provide such notice, or otherwise performs the Work contrary to pertinent law, ordinances, codes, rules or regulations, the Construction Manager will bear all costs arising from any Work performed that is contrary to such laws, ordinances, codes, rules, and regulations.
- c. The Construction Manager must also comply with the current regulations where applicable, and all other codes named in the specifications for the various divisions of the Work.
- d. Regulations applicable to this Project include, but are not limited to the most current editions of, the following (as adopted by the authority having jurisdiction):
 - (1) City of Chicago Municipal Code
 - (2) National Fire Protection Association Codes and Standards (NFPA)
 - (3) National Electrical Code (NFPA 70: NEC)
 - (4) Illinois State Plumbing Code (77 Illinois Administrative Code 890)
 - (5) Illinois Accessibility Standards (71 IAC 400)
 - (6) Americans with Disabilities Act Guidelines (ADAG)
 - (7) American Society of Heating, Refrigerating and Air-Conditioning Engineers Standards and Guidelines (ASHRAE)
 - (8) American Society of Mechanical Engineers (ASME)
 - (9) American Institute of Steel Construction (AISC)
 - (10) American National Standards Institute (ANSI)

- e. Where requirements of the applicable building codes differ, the Authorized Commission Representative shall determine which requirement shall govern and the Construction Manager shall comply with the governing requirement. If the Construction Manager believes it is entitled to additional compensation it must follow the requirements set out in Article 18 "Claims and Disputes" of Book 2.
- f. Submit copies of all permits, licenses, and similar permissions obtained, and receipts for fees paid, to the Authorized Commission Representative.
- g. It shall be the responsibility of the Construction Manager to coordinate, procure and pay for all ties necessary for the completion and operation of the fire alarm system. The Construction Manager shall arrange and pay for all fees as required by the appropriate governing body within the City of Chicago.
- h. The Construction Manager shall be responsible for the payment of any excess utility fees (including, without limitation, costs related to engineering and installation) related to any of the public utilities incorporated into, or comprising a part of, the Project.

ARTICLE 7. THE CONSTRUCTION MANAGER'S PRACTICES AT SITE

SECTION 7.01 Hours of Work

- 1. The Construction Manager will furnish sufficient forces and work such shifts as may be required to ensure completion of the Work under the conditions and within the time stated in the Contract. If the nature of the Work requires that parts of it be performed outside of regular working hours, the cost of such Work including overtime wages for the User's Building Engineer, if applicable, is to be included in the Contract Price. If the Project falls behind schedule, the Construction Manager will be required to perform the Work by extra shifts or on overtime basis as may be necessary to complete the Work on time at no additional cost to the Commission.
- 2. The Construction Manager 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.
- The Site may be occupied during construction. The Construction Manager will cooperate fully with the Commission, Authorized
 Commission Representative, Architect, and the User during construction operations to minimize conflicts and interference
 and to facilitate occupant usage and operations.
- 4. During occupied hours, the Construction Manager will limit construction operations to methods and procedures which will not adversely and unduly affect the environment of occupied spaces. The Construction Manager must provide proper protection and procedures to ensure that noise, dust, odors, air pollution, ambient discomfort, or poor lighting do not endanger or disrupt the activities of the User. The Construction Manager must follow Federal, State and City safety procedures, and provide for the protection of the building occupants and furniture, fixtures and equipment as required for execution of the work.
- 5. Whenever the Construction Manager desires to perform Work outside the hours of 7:00 a.m. through 3:30 p.m., Monday through Friday, the Construction Manager will request written authorization from the Commission not less than forty-eight (48) hours in advance.

SECTION 7.02 Cleaning Up

- 1. During the Construction, the Construction Manager 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 Construction Manager is responsible for immediate remediation within 48 hours of notification. The Construction Manager's failure to act accordingly will result in completion of remediation work by the Commission at the Construction Manager's expense.
- 2. As a condition of Final Completion and Acceptance of the Work, the Construction Manager must remove from the Site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades, and signs, and must restore the area surrounding the Site to the same general conditions that existed prior to the commencement of the Work.

- The Construction Manager will clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of the Work or existing facilities or infrastructure due to the Construction Manager's operations.
- 4. The Construction Manager is solely responsible for and assumes all liability associated with off-Site disposal of any Hazardous Materials generated as a result of the Construction Manager's construction activities.

SECTION 7.03 Project Health and Safety

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

- 1. Worker's Health and Safety
 - a. The Construction Manager has sole and complete responsibility for implementation of a safety program. The Construction Manager's safety program ("Safety Program") must include the Work of all the Construction Manager's Subcontractors. The Safety Program must be submitted to the Commissioner before the start of the Work. The Safety Program shall, at a minimum, set forth and maintain the standards stated in the Commission's Project Specific Safety Plans for the Construction Manager and for Subcontractors and suppliers and shall comply with all applicable safety laws. In the event the Construction Manager elects to adopt the Commission's Safety Manual as a part of the Construction Manager's Safety Program, the Construction Manager acknowledges and agrees that adopting the Safety Manual does not in any way attenuate, limit, transfer or otherwise affect the Construction Manager's sole and complete responsibility and liability for its Safety Program.
 - b. The Construction Manager shall designate a safety representative for the project. This person shall be present whenever work is being performed at the Site or whenever delivery of materials, products or equipment is being made at the Site. The safety representative must have successfully completed the OSHA thirty (30) hour course.
 - c. Although the Authorized Commission Representative will observe construction and give the Construction Manager opinions and suggestions about safety defects and deficiencies, the Authorized Commission Representative's suggestions on safety will in no way relieve the Construction Manager of its responsibility for safety on the project. The Construction Manager has sole responsibility for safety.
 - d. The Construction Manager must comply with the requirements of Regulations 29 CFR Part 1926 (originally CFR Part 1518) Safety and Health Regulations for Construction of the Williams-Steiger Occupation Safety and Health Act of 1970 (Federal, OSHA). Copies may be obtained from the Regional Administrator of the Department of Labor, Federal Office Building, Chicago, Illinois.
 - e. The Construction Manager's must also comply with the "Health and Safety Act" of the State of Illinois. The rules pursuant to this Act are on file with the Secretary of State of Illinois and identical in every respect with the standards in effect under the Federal, OSHA, and law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Construction Manager provide reasonable protection to the lives, health and safety of all persons employed under the Contract. The State act, rules and the applicable parts thereof will be considered as part of these specifications.
 - f. The Construction Manager must comply with all local safety laws including, those set forth in the applicable Municipal Code of Chicago.
 - g. The Construction Manager must take any precautions that may be necessary to render all portions of the Work secure in every respect to decrease the possibility of accidents from any cause. The Construction Manager will furnish and install all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to ensure the safety of workers and of consultants and inspectors during the performance of the Work.
 - h. The Construction Manager must keep on the Site of the Work, completely equipped first aid kits readily accessible at all times. The Construction Manager will designate a person on each shift, acceptable to the Authorized Commission Representative, to be in charge of first aid and will cause such person to receive proper instructions therein.
 - i. Only such materials and equipment as are necessary for the construction of the Work under this Contract, as determined by the Authorized Commission Representative, will be placed, stored or allowed to occupy any such space of the Site of the Work. If gasoline, flammable oils, or other highly combustible materials must be stored at the Site, they will be stored

in approved safety containers, and in accordance with all applicable Laws.

2. Hazardous Materials

- a. If the Construction Manager encounters material on the Site reasonably believed to be hazardous which has not been identified in the Contract Documents or rendered harmless, the Construction Manager will immediately stop Work in the Area affected and report the condition to the Authorized Commission Representative in writing. The Work in the affected area will be resumed in the absence of Hazardous Materials, or when it has been rendered harmless, by written notification from the Authorized Commission Representative to the Construction Manager.
- The Construction Manager will not be required to perform, without its consent, any Work in the presence of Hazardous Materials.
- c. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from material or substance encountered on the Site by the Construction Manager, the Construction Manager, will, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Authorized Commission Representative and Architect in writing.

3. Coordination With Other Contractors - Safety

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

4. Public Health and Safety

- a. The Construction Manager must prevent the public from gaining access to the Site.
- b. The Construction Manager will take all necessary precautions to ensure the safety of the public and to prevent accidents or injury to persons or damage to property adjacent to the Site where the Work is being performed.
- c. The Construction Manager will erect and properly maintain at all times, as required by laws and regulations and the conditions and progress of the Work, proper safeguards for the protection of the public and post signs warning against the dangers created by falling materials, open excavations, and all other hazardous conditions.
- d. The Construction Manager must remove all snow and ice, and salt all sidewalks adjacent to the Site for the proper protection of pedestrians pursuant to Section 10-8-180 of the Chicago Municipal Code.
- e. If, in the prosecution of the Work, it is necessary to excavate or occupy any street, alley, or public grounds of the City of Chicago, the Construction Manager 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 Construction Manager is liable for all damage caused by the Construction Manager, its agents, employees, or Subcontractors of any tier in the excavation or occupation of any street, alley, or public grounds, and indemnifies the Commission pursuant to Section 5.01 "Indemnification."

5. Firearms and Other Weapons

a. The Commission is committed to providing a safe and secure workplace for the benefit of its employees, consultants, Contractors and the general public; therefore, threatening behavior by any person on or about the Commission office premises, Site(s) and any place in which Commission business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on Commission property and Site(s) or while conducting Commission business is prohibited. Employees and Contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment

and/or contract, individuals (other than security personnel approved in writing by the Commission) may not bring weapons onto Commission premises or Site(s) (including parking lots), even in situations where such conduct would be allowed under the cited laws.

6. Construction Site Cleanliness

- a. The Construction Manager must comply with all requirements of Section 13-32-125 of the Chicago Municipal Code entitled. "Construction Site Cleanliness."
- b. The Construction Manager must mow all grass or weeds on the Site as directed by the Authorized Commission Representative.

SECTION 7.04 Protection of Work and Property

- 1. The Construction Manager will continuously protect the Work and the Commission's property from damage, injury or loss arising in connection with operations under the Contract Documents. The Construction Manager will make good any such damage, injury or loss. The Construction Manager is responsible Site security, including, but not limited to, watchmen and construction fencing. Dogs, and other animals or pets, are not allowed on the Site at any time.
- 2. The Construction Manager will at all times provide and maintain adequate protection against weather (including, but not limited to rain, winds, storms, snow, sleet, frost, or heat) so as to preserve all Work, materials, equipment, apparatus, and fixtures free from injury or damage.
- 3. The construction period may span the winter season and other times in which cold or inclement weather may be anticipated. The Construction Manager must make all provisions required and necessary to work during inclement or winter conditions so as to complete all work in accordance with the approved schedule. The actions necessary include, but are not limited to, temporary protection and weatherproofing, temporary heat, temporary lighting, and any other measures necessary or prudent, in addition to those delineated in Section 7.07, which will be provided by the Construction Manager as part of the Contract Price.
- 4. Adequate precautions will be taken against fire throughout all the Construction Manager's operations. Flammable material must be kept at an absolute minimum, and, will be properly handled and stored in accordance with all applicable codes and standards. Except as otherwise provided herein, the Construction Manager must not permit fires to be built or open salamanders to be used in any part of the Work. Except in designated areas, smoking is not permitted on the Site at any time.
- 5. In occupied or partially occupied buildings, the Construction Manager must provide all safeguards and protection necessary to protect the User from dust as may be created during any portion of the execution of the Work. The Construction Manager will provide dust-proof barriers to isolate areas of Work from all occupants of operations if dust, debris, or objectionable odors from the performance of the Work spreads beyond the isolated dust barrier to occupied portions of the Site. Following cleaning of the occupied portions of the Site, re-establishment of the dust barriers, and the dissipation of all objectionable odors, when authorized by the Authorized Commission Representative, the Construction Manager may resume operations. Any such disruption to the progress of the Work shall not be the basis for a claim by the Construction Manager.
- 6. Unless otherwise noted, all existing fixtures, furniture, equipment, supplies, or similar items must be carefully removed by the Construction Manager and properly stored in a nearby area, protected from damage of any kind, prior to Work being performed in that area. The Construction Manager will return such items to their original place at the completion of construction. For electronic or utility hook-ups, the Commission will be notified in advance, and allowed sufficient time to disconnect items prior to removal. Hook-ups will be reconnected by the Commission after replacement of furniture and equipment by the Construction Manager.
- 7. The Construction Manager must provide and maintain adequate protection for all properties adjacent to the Site. When required by law or for the safety of the Work, the Construction Manager will shore up, brace, underpin and protect as necessary, adjacent pavements, foundations, and other portions of existing structures which are in any way affected by the operations under the Contract Documents. The costs of all such operations are part of the Contract Price. The Construction Manager, before commencement of any part of the Work, must give any notices required to be given to any adjoining landowner or other parties.

- 8. If, in the opinion of the Commission, the Construction Manager's Work endangers adjoining property, the Work will be stopped when directed in writing by the Authorized Commission Representative, and the method of operation changed in a manner acceptable to the Commission.
- 9. The Construction Manager must protect all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to the Work. If such items are damaged by the Construction Manager, the Construction Manager will make all necessary repair thereof or replacements thereof at no cost to the Commission. It is the Construction Manager's responsibility to provide photographic evidence of the condition of the Site as well as adjacent property, and submit such to the Authorized Commission Representative prior to commencement of the Work.

SECTION 7.05 Accidents

- 1. If death, serious injury, including any time an ambulance is called to the Site, or serious damages are caused, the Construction Manager must notify the Authorized Commission Representative immediately via telephone or messenger.
- 2. The Construction Manager will promptly report in writing to the Authorized Commission Representative all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. It will be the responsibility of the Construction Manager to submit a written 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 the Construction Manager's Superintendent
 - g. Any other documentation of the accident, if any (i.e. police report, OSHA report, medical documentation, etc.)
- 3. The Construction Manager must send a copy of the accident report to the Commission Risk Manager and to the Authorized Commission Representative.
- 4. The Construction Manager shall provide the Authorized Commission Representative, or such other designated party as provided pursuant to Section 4.01 above, with prompt written notification of any occurrence on the Site or otherwise, which pertains in any way to the Agreement and which results in either bodily injury to employees or third parties or property damage. The Construction Manager shall provide the Authorized Commission Representative, or his/her designee, with verbal notice within twenty-four (24) hours of any occurrence on the Site or otherwise, which pertains in any way to the Agreement and which results in either bodily injury to employees or third parties or property damage. Within three (3) Days following any such occurrence, the Construction Manager shall provide Authorized Commission Representative with written notification of any occurrence, on the Site or otherwise, which pertains in any way to the Agreement and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the Owner. The Construction Manager shall notify the local police regarding any occurrence requiring an official police record.
- 5. The report submitted to the Authorized Commission Representative should indicate whether the police were notified and, if so, the number of the police reports. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the Authorized Commission Representative. The Construction Manager shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the Owner should indicate whether the

- police were notified and, if so, the number of the police reports.
- 6. If any claim is made by anyone against the Construction Manager or any Subcontractor on account of any accident, the Construction Manager will promptly report the facts and full details of the claim in writing to the Authorized Commission Representative.

SECTION 7.06 Coordination with Occupants for Access and Security

- The area available to the Construction Manager for the performance of the Work is shown on the drawings. Material and
 equipment storage and field offices shall be confined to the area indicated on the Drawings.
- 2. Access to the Site will be limited to the routes indicated. The Construction Manager must obtain prior written approval from the Authorized Commission Representative for any proposed alternate routes.
- If the Commission or User Agency continues to occupy portions of the Site during construction, the Construction Manager
 must schedule and conduct the Work so as to cause the least interference with the operations of the Commission and User
 Agency.
- 4. Occupied areas include all areas in which the Commission or User will conduct regular activities, or which will be accessible to the public, and access to such areas.
- 5. If it is necessary to access or conduct construction operations in occupied areas, review the schedule, and the intended method of separating the Work from the occupants with the Authorized Commission Representative and Architect. Obtain the Authorized Commission Representative's approval of the period, hours and areas to be used prior to commencement of Work.
- 6. Limit access through occupied areas to those days and times approved by the Authorized Commission Representative.
- 7. Access to and use of existing facilities is permitted only for the performance of the Work and only after approval has been obtained from the Authorized Commission Representative.
- 8. When the following must be interrupted, provide alternate facilities acceptable to the Authorized Commission Representative or schedule the interruption for a time when occupancy will not be impaired:
 - a. Emergency means of egress
 - b. Utilities and building systems which must remain in operation to allow safe and useful occupancy
- 9. Security Procedures. The following security procedures must be followed by the Construction Manager:
 - a. Limit access to the Site to persons involved in the Work.
 - b. Provide secure storage of materials for which the Commission has made payment and which are stored on Site.
 - Secure completed Work prior to occupancy as required to prevent loss.
 - d. Secure and protect facilities and property of the Commission and User in areas of the Work.
- 10. The Commission reserves the right to prohibit any person from entering any Commission facility for any reason. All Subcontractors of the Construction Manager shall be accountable to the Commission and the Authorized Commission Representative or his/her designee while on the Site and shall abide by all rules and regulations imposed by the Commission and/or User Agency applicable to the Agreement including but not limited to any policy requiring use of the Commission or User Agency's vendor credentialing and financial systems.
- 11. The Construction Manager shall confer with the Authorized Commission Representative, or his/her designee, to ascertain full knowledge of all rules and regulations of the Commission facilities relative to the Agreement and shall cause all of its employees, agents and subcontractors to comply therewith. The Construction Manager shall confine the operations of its employees, agents and subcontractors on the Commission's premises to the performance of the Agreement consistent with limits indicated by applicable Laws and/or direction of the Authorized Commission Representative and shall not encumber the premises with materials or debris. In performing the Agreement, the Construction Manager shall not cause or permit a

condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

SECTION 7.07 Temporary Facilities and Services

1. Definitions

- Temporary Facilities: Construction, fixtures, fittings, and other built items required to accomplish the Work but which are not incorporated into the finished Work.
- b. Temporary Utilities: Temporary sources of electric power, water, natural gas, telephone service, internet and other services as are necessary for execution of the Work, obtained from public utilities, other main distribution systems, or temporary sources constructed for the Project, but not including the fixtures and equipment served, or the permanent utility connections.

2. Submittals

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

3. Quality Assurance

- a. The Construction Manager must comply with requirements of governing authorities, as to type, quantity, location, and use of temporary facilities.
- b. Comply with requirements of public utilities affected.

4. Sequencing and Scheduling

- a. The Construction Manager must perform all required connections to the existing utility systems without disruption to existing services. If disruption of the existing services is required, do not proceed without the approval of the Architect and Authorized Commission Representative, requested not less than fifteen (15) Days, in advance.
- b. The Construction Manager must maintain required facilities until not needed or until shortly before Substantial Completion; remove facilities before Final Completion and Acceptance.
- c. The Construction Manager must change over to use of permanent facilities, when applicable, as soon as possible, except when use of permanent facilities is not allowed.

Materials

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

6. Temporary Utilities, the Construction Manager Obligations

- a. Temporary Water Service, the Construction Manager Obligations:
 - (1) Provide water adequate for demand of construction operations.

- (2) Piped water service:
 - i. Do not use permanent piping system to distribute non-potable water.
 - Connect to existing water main.
 - Provide meter and shut-off valve.
 - Disinfect temporary piping before use.
 - v. Take precautions to prevent damage due to leaks and spills.
- b. Temporary Power and Light, the Construction Manager Obligations:
 - (1) Provide electricity adequate for demand of construction operations.
 - (2) Electrical service:
 - i. Obtain temporary service from local utility.
 - Provide disconnect at connection to service.
 - Provide service conductors and equipment.
 - iv. Provide metering equipment.
 - v. Provide service to other temporary facilities specified.
- Protective Facilities, the Construction Manager Obligations
 - a. Fire Protection Facilities:

The Construction Manager must provide, at a minimum, the temporary facilities required by the authorities having jurisdiction.

- (1) Fire extinguishers to be installed in the completed building shall not be used during construction.
- (2) Put permanent facilities into operation as soon as possible.
- b. Site Fence: 6'-0" high, chain link fence, the Construction Manager Obligations.
 - (1) The Construction Manager must comply with all requirements of Section 13-32-125 of the Chicago Municipal Code entitled, "Construction Site Cleanliness."
 - (2) Furnish, install and maintain to prevent unauthorized access to Site by people and animals.
 - (3) Locate fence where indicated on Drawings.
 - (4) Provide gates as required for access. Coordinate locations with Authorized Commission Representative.
 - (5) Do not remove until other security facilities, either temporary or permanent, are in place and in operation.
- c. Temporary Storage Sheds, the Construction Manager Obligations:
 - (1) Coordinate location with Authorized Commission Representative.
 - (2) Provide and maintain weather-tight shed for storage of tools.
 - (3) Paint the exterior.

- (4) Subject to the approval of the Authorized Commission Representative.
- d. Temporary Stairs and Ladders the Construction Manager Obligations:
 - (1) Furnish and maintain all necessary temporary stairs, ladders, ramps, chutes, runways, derricks, etc.
- 8. Employee Facilities, the Construction Manager Obligations
 - a. Temporary Lighting: Provide, at a minimum, the lighting required by law.
 - Toilet Facilities: Provide temporary toilet facilities.
 - (1) Clean and maintain toilet facilities.
 - (2) Provide toilet tissue for each facility.
 - (3) Provide well-ventilated and weather-tight enclosures.
 - (4) Arrange for sewer and water services.
- Temporary Construction, the Construction Manager Obligations
 - a. Cooperate with other Contractors in location of temporary facilities.
 - b. Temperature control and ventilation facilities: Provide adequate facilities:
 - (1) To provide proper conditions for installation.
 - For drying and curing of completed Work.
 - (3) For protection from deterioration due to high or low temperatures and humidity.
 - (4) To provide suitable working conditions.
 - (5) Provide heating after building is enclosed, adequate to maintain minimum of sixty-five (65) degrees F.
 - c. Temporary enclosures for heating: When general building heating is required for construction operations before completion of building enclosure, provide temporary construction to close openings in building enclosure.
 - d. Temporary enclosures for weather resistance: When building enclosure is not yet complete but interior construction may be damaged by weather, provide temporary enclosures adequate to keep out weather.
 - e. Temporary partitions: Provide at juncture of new and existing building in locations required by construction operations that will create dust, excessive noise, or other disruption to the User and schedule, and as indicated on Drawings.
 - (1) Minimum of two (2)-hour fire-rated construction, approved by authorities having jurisdiction.
 - (2) Dustproof partitions: Constructed of framing, gypsum board, plywood, and plastic sheeting, full height, with dustproof access doors. Seal joints with sealant or durable tape.
- 10. Project Construction Sign(S), the Construction Manager Obligations
 - Maintain project construction signs installed by others.
- 11. Termination and Removal, the Construction Manager Obligations
 - a. Remove temporary facilities when no longer needed, or when use of appropriate permanent facility is approved, but not later than Substantial Completion.

- b. Exception: When longer usage is requested by the Architect or Authorized Commission Representative.
- c. Complete permanent Work delayed until removal of temporary facilities.
- d. Permanent facilities used during construction: Clean; replace parts that are work in excess of that expected during normal usage.
- e. Dispose of Project sign(s) not claimed by the Commission.

ARTICLE 8. COORDINATION WITH OTHERS

SECTION 8.01 Other Contractors on the Site

- 1. The Commission reserves the right to let other contracts in connection with the Work or to self-perform certain functions in connection with the Work. The Construction Manager will afford other contractors reasonable opportunity for the introduction and storage of their materials and for the performance of their work. The Construction Manager will coordinate and tie-in, where appropriate, its Work with that of others in an acceptable manner and perform the Work in proper sequence to the work of others. Such work being performed by the Commission's separate contractors will not in any way constitute acceptance or partial acceptance of the Work by the Commission.
- 2. The Construction Manager 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 Construction Manager's Work depends for proper performance upon the work of any other contractor, the Construction Manager will inspect and measure the work of the other Contractor and promptly report to the Authorized Commission Representative any defects or discrepancies in such work. The Construction Manager's failure to inspect and make such report will constitute an acceptance of the other contractor's work as fit and proper for the proper performance of the Work, except as to latent defects.
- 4. Wherever work being done by the Construction Manager or any such contractors or Subcontractors is contiguous to Work covered by the Contract Documents, the respective rights of the parties will be established by the Authorized Commission Representative to secure the completion of the various portions of the Work in a coordinated manner.

SECTION 8.02 Mutual Responsibility of the Construction Managers

- The Construction Manager is responsible for Work not completed or accepted due to the presence and operations of other contractors.
- 2. The Construction Manager is liable, financially or otherwise, in connection with this Contract, and must protect and save harmless the Commission from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced due to the presence and operations of other contractors working within the limits of the Work.
- The Construction Manager, where separate contractors or their subcontractors are employed on the Site, will not make claims
 against the Commission for loss or damage or injury caused by any fault or negligence of such other contractor or
 Subcontractor. The Construction Manager will look solely to such Contractors or subcontractors for recovery for any such
 damage or injury.
- 4. If any separate contractor or its subcontractor suffers loss or damage through any acts or omission on the part of the Construction Manager, or any of its Subcontractors, the Construction Manager will reimburse such other contractor or subcontractor. If such separate contractor or its subcontractor asserts any claim against the Commission on account of any damage or loss alleged to have been so sustained, the Commission will notify the Construction Manager, and the Construction Manager will save the Commission harmless against such claims as provided in Section 5.01 "Indemnification."

SECTION 8.03 Coordination with Others

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

ARTICLE 9. PERSONNEL

SECTION 9.01 Competency of Workers

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

SECTION 9.02 Administration and Supervision of the Work

- 1. The Construction Manager will furnish a competent and adequate staff as necessary for the proper administration, coordination, and supervision of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the Site to complete the Work in accordance with all requirements of the Contract Documents and to the entire satisfaction of the Commission. The Construction Manager shall fully comply with all project-specific staffing requirements indicated in the Agreement. In the event the Executive Director determines, in his or her sole discretion, that additional supervision or administration is required, the Construction Manager shall furnish sufficient personnel to perform such supervision or administration, all at the Construction Manager's own expense.
- 2. Subsequent to notice of contract award, but prior to the Notice to Proceed, the Construction Manager will select a Project Manager and submit his/her résumé to the Authorized Commission Representative for the approval of the Commission. The Project Manager will have full responsibility for the prosecution of the Work with full authority to act in all matters as necessary for the proper coordination, direction, commitment of resources, and technical administration of the Work. The Project Manager will attend meetings at such places and times as will be decided by the Commission or Architect in order to render reports on the progress of the Work. The Construction Manager will not change Project Manager without the consent of the Commission, unless such staff member proves to be unsatisfactory to the Construction Manager and ceases to be in its employ.

SECTION 9.03 Superintendence

- 1. When required by the Commission, the Construction Manager must keep on the Project throughout its duration a competent, experienced and qualified Superintendent and any necessary assistants, all of whom must be satisfactory to the Commission. This Superintendent's résumé will be submitted to the Authorized Commission Representative for approval at the time the Performance and Payment Bond and certificate(s) of insurance are submitted, or sooner if so requested by the Commission. The Superintendent will be present at the Site when the Construction Manager's personnel and/or Subcontractors are present.
- 2. The Superintendent will not be changed without the consent of the Commission, unless the Superintendent proves to be unsatisfactory to the Construction Manager or becomes unavailable due to reasons beyond the control of the Construction Manager. In order to change the Superintendent, the Construction Manager will give the Authorized 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 will represent the Construction Manager in the absence of the Project Manager and all directions given to the Superintendent will be as binding as if given to the Project Manager.

SECTION 9.04 Scheduler

1. When required by the Commission to assist in the preparation and maintenance of the Schedule, the Construction Manager may engage, at its own expense, a consultant who is skilled in the application of network techniques for construction projects and the use of specified scheduling software. If the Construction Manager has qualified personnel on staff, the Construction

Manager 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 Construction Manager will submit to the Authorized Commission Representative:
 - a. The name and address of the proposed consultant or staff person
 - Sufficient information to show that the proposed consultant or the Construction Manager's staff has the qualifications to meet the Schedule requirements
 - c. A list of prior construction projects and three (3) selected representative schedule samples that the proposed consultant or the Construction Manager'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 Construction Manager's staff, and the Authorized Commission Representative will notify the Construction Manager of its decision within fifteen (15) Days of receipt of the information. In case of disapproval, the Construction Manager will submit another person with supporting documents within fifteen (15) Days. The Commission also reserves the right to disqualify the consultant or the Construction Manager's staff personnel at any time throughout the Project if the preparation, presentation, reporting, and updating of the schedule 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 Construction Manager of any of its obligations under this Contract.

SECTION 9.05 Mechanical and Electrical Coordinator

- 1. When required by the Commission, the Construction Manager must provide a staff member or members as necessary who will be responsible for performing mechanical and electrical coordination stated below ("MEP Coordinator"). The Commission has the right to approve or disapprove the MEP Coordinator. The proposed MEP Coordinator shall be experienced in coordination of mechanical and electrical work on projects of similar type and scale, including administration and supervision of mechanical and electrical work. The MEP Coordinator's resume, if not already submitted to and approved by the Commission before the Agreement is signed as part of the RFP process, will be submitted to the Authorized Commission Representative for approval at the time the Performance and Payment Bond and certificate(s) of insurance are submitted, or sooner if so requested by the Commission. The Authorized Commission Representative will notify the Construction Manager of its approval or disapproval of the proposed MEP Coordinator within fifteen (15) Days of receipt of the proposed MEP Coordinator's resume. In case of disapproval, the Construction Manager will submit another proposed MEP Coordinator's resume within fifteen (15) Days. Such approval or disapproval does not release the Construction Manager of any of its obligations under this Contract.
 - a. The responsibilities of the mechanical and electrical coordinator include but are not limited to those that are listed below (it being the understanding of the parties that the Specifications may contain additional requirements):
 - Coordinate all HVAC, plumbing, fire protection, electrical and Site utility work, and coordinate that Work with the other work on the Site.
 - i. Where space is limited, coordinate arrangement of mechanical, electrical and other Work to Fit.
 - ii. Coordinate cutting and patching activities and sequencing.
 - iii. Coordinate use of temporary facilities.
 - (2) Prepare coordination drawings where required and where indicated.
 - (3) Prepare and maintain a separate schedule of activities which relate to this Work; include:
 - i. Submittals
 - ii. Temporary utilities
 - iii. Commissioning

- (4) Participate in progress meetings. Report progress, changes required in schedules, and unresolved problems.
- (5) Review submittals for compliance with the Contract Documents, Commissioning plan, and for coordination with other Work including, but not limited to:
 - i. Check field dimensions, clearances, relationships to available space, and anchors.
 - a) Check compatibility with equipment, other Work, electrical characteristics, and operational control requirements.
 - b) Check motor voltages and control characteristics.
 - c) Coordinate controls, interlocks, wiring of switches, and relays.
 - d) Coordinate wiring and control diagrams.
 - e) Review the effect of changes on other Work.
- (6) Obtain and distribute installation requirements for each item of equipment requiring mechanical or electrical connections; include:
 - i. Electrical power characteristics.
 - ii. Control wiring requirements.
- (7) Observe and maintain record of tests and inspections.
- (8) Observe Work for compliance with Contract Documents and Commissioning plan, and notify the applicable Contractor or Subcontractor in writing of deficiencies in the Work.
- (9) Coordinate and observe start-up, demonstration, and functional testing of equipment and systems.
- (10) Coordinate maintenance of Record Documents.
- (11) Assist the Authorized Commission Representative and Architect with final inspections.

SECTION 9.06 Sustainability Coordinator

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

SECTION 9.07 Surveyor

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

SECTION 9.08 Wage Rates

- 1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor must be paid to all laborers, mechanics, and other workers performing Work under this Contract.
- 2. The Construction Manager's attention is called to the generally prevailing hourly rate of wages, as determined by the Illinois Department of Labor, which are incorporated into the Contract Documents.
- 3. The wage rates set forth in these Contract Documents were the rates in effect at the time these Contract Documents were issued. In the performance of the Work, however, the Construction Manager is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the Department of Labor, at the time the Work is performed. One

resource for determining the current prevailing wage rate is the Internet Site http://www.state.il.us/agency/idol/rates/rates.HTM maintained by the State of Illinois Department of Labor. If the Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate will apply to the Contract from the effective date of such revision, provided, however that such revision will not entitle the Construction Manager to any increased compensation under the terms hereof.

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

ARTICLE 10. SCHEDULE

SECTION 10.01 Time Is Of The Essence

TIME IS OF THE ESSENCE IN THIS CONTRACT. The Construction Manager 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 the Contract Documents.

SECTION 10.02 The Construction Manager's Construction Schedule

1. General

- a. Upon request by the Authorized Commission Representative, the Authorized Commission Representative shall lead a scheduling meeting with the Construction Manager to review the schedule and confirm updating requirements for the Project.
- b. The Construction Manager shall provide two (2) schedule reports. The Target Schedule shall be submitted and approved as provided herein and shall serve as the schedule for the Project. The Target Schedule will be updated each month with progress information and may include changes to activity relationships or logic, but may not change Project duration or milestones. The three- (3-)week Look-Ahead schedule will show current planned activities on the Project.
 - (1) The Construction Manager shall, within forty-five (45) Days, of the Notice to Proceed, or as directed by the Commission, submit a Proposed Target Schedule for the Work to the Commission for review and conditional approval that meets all the requirements of this Section 10.02.1 except for the Cost loading requirements of Paragraph 10.02.1.g.(4). Within ninety (90) Days of the Notice to Proceed, or as directed by the Commission, the Construction Manager shall submit a cost and resource loaded schedule to the Authorized Commission Representative for review and final approval that meets all the requirements of this Section 10.02.04(a) (Target Schedule) including 10.02.1.g(4) Cost Loading. The Commission reserves the right to require a resource-loaded schedule within the timeframe designated by the Commission. The Proposed Target Schedule and the Target Schedule must be provided in hard copy and editable electronic format.
 - (2) The Schedule will use the critical path method (CPM). The Construction Manager will utilize a specified scheduling software package.
 - (3) The Schedule will, at a minimum, indicate the dates for the starting and completion of the various stages of the Work, including, without limitation: the placing of material orders; delivery of materials and equipment; submittal and approval of all required Submittals; procurement of material and equipment furnished by the Construction Manager; interface activities performed by others upon which the Construction Manager's schedule depends; all Work activities and field construction operations including any weather related scheduling requirements to account for weather delays due to adverse conditions that are less than 25% more severe than the monthly averages for temperature or precipitation for Chicago (as determined by the National Oceanic & Atmospheric Administration); equipment installation, testing, and balancing; commissioning activities; and all Project Milestones as required in the Agreement.
 - (4) The Construction Manager's Schedule will consist of detailed CPM diagrams as specified below. The format of the network diagram will utilize the Precedence Diagramming Method (PDM) showing the proposed starting and completion date for the various stages of the Project, including any float time, and must be prepared such that it can be used to plot actual progress against the Target Schedule.
 - (5) Specifications applicable to the Schedule and network diagram

- c. Each separate sheet will include the Project name, Contract number, the Construction Manager's name, Project file, data date, and plot date. If multiple diagrams are prepared, each must, in addition to the above, include a descriptive title of that portion of the Work included therein.
- d. The Schedule will show the order and interdependency of activities, indicating the sequence in which the Work is to be performed "as planned" by the Construction Manager. The Schedule will clearly describe and indicate the critical path which shall be defined as the longest path sequence of activities in the Project Schedule Network which requires the longest total amount of time to complete.
- e. The Schedule shall utilize a Work Breakdown Structure (WBS) that consists of at least three levels of detail as described below:

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

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

- f. Two color copies and one electronic copy on CD (editable in the software used to produce the Schedule) of the Schedule will be submitted to the Authorized Commission Representative.
- g. The following items define the term "Activities" as it pertains to the Schedule:
 - (1) Each Activity will be a unit of Work, which requires an amount of time for its performance and shall be a component of a Summary Element.
 - (2) Each activity will be a logically separate part of the Work, defined by an observable start and an observable finish.
 - (3) To establish the scope of an activity for CPM purposes, the Construction Manager will form a single activity from the largest grouping of related operations, which permit a continuous and measurable flow of Work.
 - (4) The scope of an activity will be small enough to permit a reasonable appraisal of its status or as directed by the Commission, with no activity durations in excess of twenty (20) Days, except such non-construction activities as procurement, delivery or submittal activities or other activities as may be approved by the Commission.
 - (5) Each Individual Activity on the Construction Manager's Target Schedule shall be cost and resource loaded.
 - i. Activities performed by others including, but not limited to other Contractors, agencies, utilities or companies, that must be completed prior to the start of the Construction Manager's Work or portion of Work must be included in the Construction Manager's schedule as milestones and identified with a designation approved by the Commission.
- h. The following information will be furnished on the network diagram for each activity in the schedule:
 - (1) Activity ID: The Construction Manager will utilize the Technical Specification division and section numbers in assigning activity IDs to the related portions of Work.
 - (2) Description of the activity.
 - (3) Duration of the activity.
 - (4) Cost Loading: The cost estimate/budget to perform the Individual Activity of work. The total cost loading of all Individual Activities shall equal the Contract Price.

- (5) Resource Loading: The estimated total number of hours required to perform the Individual Activity of work.
- (6) Each activity that is not performed by the Construction Manager will be assigned a responsibility code indicating which Subcontractor is to perform the activity.
- (7) Each activity will be identified with early/late start, early/late finish, and total float.
- (8) Calendar I.D.
- i. In addition to the above, any activity whose start or finish date has been specified elsewhere in the documents will reflect such specified date in the progress schedule.

j. Consequence

(1) Failure by the Construction Manager to provide requisite information, perform the required task(s) and/or within the specified timeframe, may be deemed an Event of Default.

2. Schedule Submittal Requirements

- a. The Construction Manager will submit all Schedules in hard copy and editable electronic format as specified in Section 10.02.
- b. Upon receipt of the Proposed Target Schedule and later the Target Schedule, the Commission will review each Schedule for conformance with the Contract Documents and degree of detail. Within fourteen (14) Days after receipt of the Proposed Target Schedule or Target Schedule and supporting documents, the Commission will either: (1) approve the Schedule: (2) approve the Schedule as noted (AAN); or (3) disapprove the Schedule with the reasons set forth. If the Schedule is approved as noted or is disapproved, the Construction Manager must submit a revised Schedule addressing specific comments within seven (7) Days. The Commission's initial approval of the Proposed Target Schedule will be conditioned upon the Construction Manager's timely submittal of the Target Schedule with cost loading. Only the Commission's approval of the Target Schedule will establish an approved Target Schedule for the Project.
- c. The Proposed Target Schedule and Target Schedule must have the same total duration for the performance of Work as stated in the Contract Documents.
- d. Failure by the Construction Manager to provide the Proposed Target Schedule, Target Schedule or monthly updated schedules within the required time period may be deemed an Event of Default.
- 3. Submittal, Acceptance, and the Construction Manager's Responsibility for the Schedule
 - a. Prior to submitting any Schedule to the Authorized Commission Representative, the Construction Manager will review and verify the procurement lead time for the fabrication and delivery of all construction materials and equipment along with the erection and/or installation duration for all the construction activities that make up the critical path of the Project.
 - b. The Construction Manager will coordinate its letting of subcontracts, material purchases, shop drawing submissions, delivery of material and sequence of operations to conform to the Schedule and will furnish proof of same as may be required by written notification from the Commission.
 - c. The Commission's approval of any Schedule is done for the sole purpose of insuring that all CPM scheduling documents prepared by the Construction Manager conform to the Contract requirements. This approval does not relieve the Construction Manager of its sole responsibility for the means, methods, procedures, and sequence of the construction process, nor does it provide any entitlement to additional funds.

Updating

Target Schedule

- (1) The Construction Manager may make non-material changes to the individual activity durations, activity relationships, constraints, costs, add or delete activities, and alter the Target Schedule's logic ties. The Construction Manager shall not make any material changes or changes that affect Milestones agreed upon in the Target Schedule unless such changes are fully explained in the monthly update schedule narrative and are approved by the Commission. The Construction Manager shall not modify the original approved project duration or Substantial Completion date except by a Commission approved Change Order. The Construction Manager shall indicate progress on the Target Schedule on a monthly basis by updating the Target Schedule with the following:
 - i. Actual start dates
 - ii. Actual finish dates
 - iii. Activity percent completion
 - iv. Remaining duration of activities in progress
 - v. Identified or highlighted critical activities
- (2) The Progress reported in the monthly update to the Target Schedule shall be applied against the cost loaded Target Schedule to support determination of the earned value available for payment. The Target Schedule must accurately reflect the Project's current status and the cumulative Earned Value of the individual activities. The earned value available for payment may be decreased or increased as deemed necessary by the Authorized Commission Representative to accurately reflect actual work in place on the Project.
- b. The Construction Manager will submit monthly updates of the Target Schedule in number, form and format acceptable to the Authorized Commission Representative.
- c. As part of the normal monthly Schedule update for the Target Schedule, the Construction Manager will prepare a written narrative report, highlighting the progress during the past update period. The written narrative report will include but not necessarily be limited to the following information:
 - (1) Summary of Work accomplished during the past update period;
 - (2) Contract Milestone Comparison Chart;
 - (3) Analysis of Critical Path;
 - (4) Analysis of time lost/gained during the update period;
 - (5) Identification of problem areas;
 - (6) Recommended solutions to current problems.
- d. Upon receipt of the Target Schedule update, the Authorized Commission Representative will review the Schedule update and narrative for conformance with the Contract Documents and degree of detail. The Authorized Commission Representative, within seven (7) Days after receipt of the Schedule update and supporting documentation, will approve or reject any such schedule update with written comments. If any Schedule update is rejected, the Construction Manager must submit a revised schedule update within seven (7) Days after the date of rejection.
- e. The Construction Manager is required to attend a monthly Schedule update review meeting with the Authorized Commission Representative. The purpose of this meeting is to review past progress, current status, problem areas and future progress. The Construction Manager's narrative report will be reviewed at this meeting. The Construction Manager's representatives attending this meeting will have the authority to commit manpower and/or other resources to correct any negative impact to the Schedule as indicated on the Target Schedule Update.
- f. Three Week Look-Ahead Schedule
 - (1) The Construction Manager shall also provide weekly schedule updates and participate in a weekly schedule review (which may occur as part of the weekly progress meeting) to review the 3-Week Look-Ahead Schedule. The 3-

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

Changes to the Target Schedule

- a. If the Construction Manager proposes to make any changes to Milestone Dates in the Target Schedule, the Construction Manager will notify the Authorized Commission Representative in writing, stating the reasons for the change, identifying each changed activity (including duration and interrelationships between activities) and providing a fragnet of the proposed schedule change in editable electronic format. However, such revisions or revised schedule shall not change or modify the Project Duration set forth in the Target Schedule of the Agreement.
- b. The Commission has the authority to approve or disapprove the proposed change in the Target Schedule Milestones and will do so in writing within seven (7) Days after receipt of the Construction Manager's submission. If the Commission approves the changes to the Milestones in the Target Schedule the changed schedule will be designated the new "Target Schedule." All subsequent monthly updates will be plotted against the new "Target Schedule."
- c. If it appears that the Target Schedule no longer represents the actual prosecution and progress of the Work at the Individual Level, the Authorized Commission Representative may request, and the Construction Manager shall submit within seven (7) Days of the request, a revision to or revised Target Schedule along with a statement agreeing with the proposed change or setting forth the Construction Manager's justification for not incorporating said revision. However, such revisions or revised schedule shall not change or modify the Project Duration set forth in the Target Schedule of the Agreement. The Authorized Commission Representative shall review and approve or disapprove the Construction Manager's revision or revised Target Schedule within seven (7) Days of receipt. Upon approval, the revision to the Target Schedule or revised Target Schedule shall be designated the new Target Schedule.
- d. The Commission reserves the right to request a proposal from the Construction Manager to accelerate or compress the schedule in lieu of granting a Time Extension request in order to maintain the Contract Substantial Completion Date or original project duration (Acceleration Proposal). The Commission shall make any such Acceleration Proposal request in writing within ten (10) Days of receipt of the Construction Manager's Time Extension Request. The Construction Manager shall provide the Acceleration Proposal within ten (10) Days of the Commission's request and the Commission shall have ten (10) Days from the receipt of the Acceleration Proposal to advise the Construction Manager of its recommendation regarding the Acceleration Proposal and Time Extension Request. The Construction Manager's Acceleration Proposal shall include a detailed cost estimate and description of its proposed methodology for accelerating the schedule. If the Commission elects to proceed with the Construction Manager's Acceleration Proposal, the Commission shall issue a Field Order incorporating the Acceleration Proposal and a subsequent Change Order to revise the Contract Amount pursuant to Article 17.

Recovery Schedule

- a. The Construction Manager must maintain an adequate work force and the necessary materials, supplies and equipment to meet the Target Schedule. If the Construction Manager, in the judgment of the Commission, is failing to meet the Target Schedule, including any Contract milestones, the Construction Manager, upon the written request of the Authorized Commission Representative, shall submit a recovery schedule (the "Recovery Schedule").
- b. The Recovery Schedule will set forth a plan to eliminate the schedule slippage (negative float). The plan must be specific to show the methods to achieve the recovery of time, i.e. increasing manpower, working overtime, weekend work, employing multiple shifts. All costs associated with implementing the Recovery Schedule will be borne by the Construction Manager.
- c. Upon receipt of the recovery schedule, the Authorized Commission Representative will review the Recovery Schedule for conformance with the Contract Documents and degree of detail. The Commission will approve the Recovery Schedule or reject it with written comments within seven (7) Days of receipt. If the detailed CPM Recovery Schedule is rejected, the Construction Manager must submit a revised CPM Recovery Schedule within five (5) Days of the date of

rejection.

d. If the Construction Manager refuses to follow the direction of the Commission, the Commission reserves the right, after serving seven (7) Days written notice to the Construction Manager, 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 Construction Manager. 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.

e. Consequence

(1) Failure by the Construction Manager to provide requisite information, perform the required task(s) and/or within the specified timeframe, may be deemed an Event of Default.

7. Target Schedule Changes Directed by the Commission

- a. The Authorized Commission Representative may direct the Construction Manager to revise the Target Schedule. Reasons for such direction may include, but are not limited to, the following: (1) changes in the Work; (2) re-phasing of the Project or any phase; (3) a change in the duration of the Project or phase; or (4) acceleration of the Project or phase.
- b. The Authorized Commission Representative will direct the Construction Manager to provide a revised Target Schedule in writing.
- c. The Construction Manager will provide the revised Target Schedule within ten (10) Days of receipt of the Commission's written direction, which revisions to the Target Schedule may be submitted as fragnet portions of the Schedule which, upon approval and incorporation into the Target Schedule will satisfy the Commission's direction to revise the Schedule. The Construction Manager shall also submit a written description of the schedule changes necessitated by the Commission's request and a detailed explanation of any cost impacts to effectuate the requested Schedule changes.
- d. The Commission has the authority, in its sole discretion, to approve or reject the Construction Manager's proposed revised Target Schedule and will do so in writing within seven (7) Days after receipt of the Construction Manager's submission. If the Authorized Commission Representative approves the revised Target Schedule, the Commission will initiate a Change Order, pursuant to which such revised Target Schedule will be designated the new Target Schedule and adjustment to the Contract Price (if any) to adjust the Project Schedule to achieve the Commission required schedule modifications.

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

1. Non-compensable Delays

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

2. Causes of Compensable Delay

- a. If any of the following listed events results in delays to critical path activities and the Construction Manager has not caused a concurrent delay, such delays shall entitle the Construction Manager to compensation as provided in Section 10.03.3 Compensation for Delays.
 - (1) Delays caused by the Commission or the Authorized Commission Representative;
 - (2) Acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the job Site, or freight embargoes, provided that the listed causes were not foreseeable and did not result from the

fault or negligence of the Construction Manager, and provided further that the Construction Manager has taken reasonable precautions to prevent further delays owing to such causes;

- (3) Acts (including delays in acting or failure to act) of the State, City or other governmental or regulatory authority, including, without limitation, restraining orders or injunctions requiring that the Work be stopped, delays in permit issuance or occupancy inspection, that are not the result of any fault or negligence of the Construction Manager or any of its Subcontractors;
- (4) Adverse weather delay days due to adverse weather conditions that when measured monthly are more than twenty-five percent (25%) more severe than the monthly averages for temperature or precipitation for Chicago (as determined by the National Oceanic & Atmospheric Administration), provided that actual adverse weather delays prevent work on critical path activities for more than four (4) hours of a scheduled work day or cause a decrease in the field labor workforce hours on critical path activities of more than seventy percent (70%) on a scheduled work day; and
- (5) Delays resulting from subsurface or otherwise concealed conditions encountered at the Site which differ materially from those indicated in the contract documents as described in Section 3.04 Site Conditions and Inspection.

3. Compensation for Delays

a. Payment for delays exceeding the Non-Compensable Delay Period, from the causes listed in Section 10.03.2 Causes of Compensable Delays, will be made for: extended field staff time for the prosecution of the work, labor inefficiency, idle time for equipment (provided that the Construction Manager proves that it took reasonable steps to mitigate damages regarding he idle equipment), relocation or storage of the material (on the Site), winter protection costs (if applicable) and the cost of re-sequencing the work. The Construction Manager shall submit documentation satisfactory to the Authorized Commission Representative demonstrating costs incurred as a result of the Compensable Delay as part of its Time Impact Analysis pursuant to Section 10.03.5 below. The Construction Manager shall not be entitled to compensation for any cost not expressly provided for in this paragraph.

4. Delays Which Do Not Qualify For Time Extensions

a. No extension of time will be granted under this section for any delay: (1) if the delay was caused by the action and/or inaction of the Construction Manager, including, but not limited to, the fault or negligence of the Construction Manager or any of its Subcontractors; or (2) for which any remedies are provided for or excluded by any other provision of the Contract. The Executive Director's permitting the Construction Manager to proceed with its Work, or any part thereof, after such extension will in no way operate as a waiver of any other rights on the part of the Commission.

5. Procedure for Time Extension Requests

- a. No time extensions will be allowed unless they are set forth in a Change Order which has been approved and executed by the Commission.
- b. The Construction Manager expressly consents to both the time requirements and notice content requirements for requesting an extension of time set forth in this Section 10.03.5. The Construction Manager acknowledges that the notice requirements set forth in this section 10.03.5 shall be strictly enforced and agrees that any failure on the part of the Construction Manager to provide notice strictly in accordance with the requirements of this Section 10.03.5 shall constitute a waiver of the Construction Manager's right to seek an extension of time or to file a dispute to the Executive Director under Article 18. The Construction Manager further acknowledges that the time requirements and content requirements of Section 10.03.5 have the purpose, among others, of allowing the Authorized Commission Representative and Commission to evaluate the time extension request contemporaneously with the event that has been claimed to cause the delay.
- c. In order to request a Time Extension, a "Notice of Delay" or "Commencement of Delay" notice must be provided in writing to the Authorized Commission Representative, no more than five (5) Days after the commencement of the delay, otherwise the claim for the time extension is waived. A "Notice of Delay" shall be provided for a delay event that commenced and terminated within the five (5) day notice period. The Notice of Delay shall indicate the date of commencement of the delay and the date on which the delay terminated and shall include a brief description of the delaying event.

- d. A "Commencement of Delay" notice shall be provided for an event of delay that continues beyond the five (5) day period for providing notice. If the cause of the delay continues for more than five (5) Days after the start of the delay, a "Termination of Delay" notice must be provided in writing, to the Authorized Commission Representative along with the "Request for Time Extension" within ten (10) Days after the termination of the delay.
- e. The Construction Manager must submit its "Request for Time Extension" in writing to the Authorized Commission Representative within ten (10) Days after the termination of the delay. The "Request for Time Extension shall:
 - (1) State the cause of the delay, identifying the type of Excusable Delay; state the facts giving rise to the delay; and state the number of days requested.
 - (2) Specifically demonstrate the negative impact of the delay on the critical path of the Target Schedule by submitting a complete Time Impact Analysis (TIA) which shall include a fragmentary critical path network (Fragnet) that accounts for any float on the project and illustrates the impact of the alleged delay on the Target Schedule.
- f. The Authorized Commission Representative shall advise the Construction Manager of its recommendation regarding the Time Extension request, in writing, within ten (10) Days of receipt. If the Construction Manager and Authorized Commission Representative agree on the Time Extension to be granted, a Change Order will be processed and approved stating the Time Extension to be provided and any change to the Contract Amount.
- g. The Executive Director may: 1) recommend that the entire Time Extension be granted; 2) recommend that a portion of the Time Extension be granted; or 3) deny the Time Extension. The Executive Director will provide the Construction Manager a final decision in writing within fifteen (15) Days of receipt of the Time Extension request from the Authorized Commission Representative, or such additional time as the Executive Director requires, but not to exceed ten (10) additional days.
- h. The Construction Manager must make a Dispute to the Executive Director, as required by Article 18, regarding any Time Extension request to which the Authorized Commission Representative and the Construction Manager do not agree. The decision of the Executive Director is final for each Time Extension request.

SECTION 10.04 Liquidated Damages

- 1. If the Construction Manager fails to complete the Work according to the Target Schedule, and if the Agreement provides for liquidated damages, then such liquidated damages, may be assessed. The Commission may recover liquidated damages by deducting the amount thereof out of any monies due or that may become due the Construction Manager, and if said monies due or that may become due are insufficient to cover said damages, then the Construction Manager will pay the amount due.
- 2. These liquidated damages are for the Construction Manager's delay only, and nothing contained in this Contract limits the right of the Commission to recover from the Construction Manager any damages, costs and expenses sustained by the Commission due to the Construction Manager's other improper performance hereunder, repudiation of the Contract by the Construction Manager, the Construction Manager's other failure to perform, or the Construction Manager's other breaches in any other respect, including but not limited to defective workmanship or materials.

SECTION 10.05 Completion of Punch List

- 1. It is also understood and agreed that TIME IS OF THE ESSENCE IN CLOSING OUT THE WORK. The Construction Manager agrees to begin performance immediately after receipt of notice of the Punch List Work.
- 2. The period to complete Punch List Work will be determined in the sole discretion of the Authorized Commission Representative. The time period for completion of the Punch List Work begins the day after the Punch List is provided to the Construction Manager. The Authorized Commission Representative may extend the period to complete Punch List Work for specific Work which requires the receipt of long lead-time materials. However, all other Punch List Work must be completed as required by this Section 10.05.
 - a. Unless otherwise directed by the Authorized Commission Representative, failure of the Construction Manager or its Subcontractors to begin the Punch List Work prior to the expiration of three (3) Days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.
 - b. It is further understood and agreed that the Punch List Work will be continuously prosecuted once begun. Therefore, any gap of three (3) Days during which Punch List Work is not being performed on the job Site will also be construed as

failure to prosecute the Work of the Contract.

SECTION 10.06 Notice of Labor Disputes

1. Whenever the Construction Manager has knowledge that any actual or potential labor disputes is delaying or threatens to delay the timely performance of this Contract, the Construction Manager must immediately give notice to the Authorized Commission Representative in accordance with the Notice provision of Section 22.05 and must include all available information with respect thereto to the Commission.

ARTICLE 11. MEETINGS AND PROGRESS DOCUMENTATION

SECTION 11.01 Pre-Construction Meeting

- Prior to beginning Work, the Commission will conduct a pre-construction meeting as detailed below. Representatives of the Construction Manager and Subcontractors must attend. The purpose of the meeting is to establish lines of authority and communications and to identify duties and responsibilities of the organizations. Discussion will cover specific Drawings, Technical Specifications, unusual conditions, schedules of completion, and other features of the Contract. The Commission may conduct additional coordination meetings at its discretion.
- 2. Preconstruction Meeting
 - a. A Preconstruction Meeting will be held at a time and place designated by the Authorized Commission Representative to identify responsibilities of the Construction Manager, Commission, Authorized Commission Representative and the Architect and to explain administrative procedures. The Authorized Commission Representative will set the due date for the Construction Manager's first payment application at the pre-construction meeting.
 - b. The Construction Manager shall also address the following items at this meeting:
 - (1) Submittal of preliminary construction schedule
 - (2) Use of the Site
 - (3) Delivery and Storage
 - (4) Safety
 - (5) Security
 - (6) Clean Up
 - (7) Noise / Vibrations and Air Quality
 - (8) Administrative procedures relating to:
 - i. Submittals
 - Progress Meeting Schedules
 - iii. Change Orders
 - iv. Requests for Information (RFI)
 - v. Applications for Payment and pencil reviews
 - vi. Record Documents
 - vii. Construction Close-out
 - c. Attendees at this meeting shall include:

- (1) The Commission
- (2) The Architect
- (3) The Authorized Commission Representative
- (4) The Construction Manager's Superintendent, project manager and mechanical-electrical coordinator
- (5) MBE and WBE firms proposed workers on the Project and/or listed on the Schedule D and Schedule C (if applicable)
- (6) Other parties as directed by the Commission (ie. Consultants, Subcontractors, agency representatives, etc.)

SECTION 11.02 Review Meetings

- 1. The Construction Manager is responsible for conducting and documenting weekly coordination meetings at the Site. The Construction Manager will arrange for Subcontractors to attend the meetings if expressly requested by the Authorized Commission Representative. Prior to each meeting, the Construction Manager must submit its schedule of activities and interfaces in the format required by the Commission. The meetings may include the following:
 - a. Review of Work progress since the previous monthly review meeting.
 - b. Discussion of field observations, problems and decisions.
 - c. Review of off-Site fabrication problems and other problems affecting the schedule.
 - d. Review of equipment deliveries.
 - e. Discussion of corrective measures and procedures the Construction Manager will use to achieve the Contract schedule.
 - f. Review of submittal schedules and effect on the construction schedule.
 - g. Review of proposed Contract changes and effect on the construction schedule.
 - h. Coordination requirements.
 - i. Clarifications and decisions required of the Commission.
 - j. Review of the Construction Manager's forces on the Work.
 - k. Review of Project Record Document status and content.
 - Review of the three (3) week look ahead schedule.
 - m. Review of LEED and sustainability issues.
 - n. Review of Utility Coordination
 - Review RFI Submittals and Nonconformance logs
 - p. LEED and sustainability coordination
 - q. Pre-Commissioning and Commissioning
 - r. Construction coordination among disciplines
 - Commissioning
- 2. Weekly Progress Meetings
 - a. The Construction Manager must schedule and conduct weekly progress meetings through Final Acceptance or as

directed by the Commission's Representative. Conduct additional progress meetings as directed by the Authorized Commission Representative as required by the progress of the Work.

- (1) Hold meetings at the Construction Manager's field office.
- (2) As often as practical, hold meetings on the same day of the week at the same time of day. When it is necessary to change the day or time of the meeting, notify the Authorized Commission Representative of the change a minimum of three (3) Days prior to the normal meeting day or the revised day, whichever is earlier.
- b. The following are required to attend:
 - (1) Project superintendent, project manager and key support staff.
 - (2) Major Subcontractors.
 - Commission Representative.
- c. The Authorized Commission Representative shall prepare and distribute agenda prior to meetings; cover the following topics when applicable:
 - (1) Review minutes of previous meeting.
 - (2) Status of submittals and impending submittals.
 - (3) Actual progress of activities in relation to the schedule.
 - (4) Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
 - (5) Actual and potential problems.
 - (6) Status of corrective work ordered by the Architect.
 - (7) Progress expected to be made during the next period.
- d. The Architect or Authorized Commission Representative shall record minutes and distribute copies to the participants and to all entities affected by decisions made.

SECTION 11.03 Progress Documentation Requirements

- 1. The Construction Manager's Construction Schedule ("Target Schedule"):
 - a. Submit sample for review at preconstruction meeting.
 - b. Submit updated Target Schedule at each monthly payment application review meeting and after each major change in the schedule.
- 2. Shop Drawings and Submittals Schedule:
 - a. Submit shop drawings and submittals schedule with Target Schedule.
- 3. Progress Reports:
 - a. Daily Construction Logs
 - (1) Submit previous weeks' reports to Architect and Authorized Commission Representative at weekly progress meeting.
 - (2) Daily Construction Logs: Every day, the Construction Manager must record the following information concerning events at the Site in a format acceptable to the Architect and the Authorized Commission Representative:

- i. Weather conditions; high and low temperatures.
- ii. Approximate number of persons working at the Site, by trade or the Construction Manager.
- iii. Visitors to the Site; name & organization.
- iv. Modifications to the Contract received; modifications implemented.
- Delays; reasons for delay.
- vi. Emergencies and accidents.
- vii. Equipment and system start-ups and tests.
- viii. Field quality control activities conducted.
- ix. Losses of material and property.
- x. Meetings held and significant decisions made.
- xi. Names of Subcontractors at Site.
- xii. Orders and requests of representatives of governing authorities.
- xiii. Unusual events.
- xiv. Utility service disconnections and connections

b. Monthly Progress Reports:

- (1) Submit sample for review at preconstruction meeting.
- (2) Failure to submit will result in delay to processing of Application for Payment.
- (3) The Construction Manager must prepare a narrative report describing the general state of completion of the Work and describing in detail the following:
 - i. Actual and anticipated delays, impact on the schedule, and corrective actions taken or proposed.
 - ii. Actual and potential problems.
 - iii. Status of Change Order Work.
 - iv. Effect of delays, problems, and changes on the schedules of other prime Contractors.
 - v. Outstanding change proposal requests.
 - vi. Status of corrective work ordered by the Architect.
 - vii. Target Construction Schedule Status of corrective work ordered by the Architect or the Authorized Commission Representative.
- c. Monthly Progress Photographs:
 - (1) As directed by the Commission's Representative, the Construction Manager must take electronic photographs of existing conditions and work progress.
- 4. Record Documents:

- Maintain current set at Site for reference and review by Architect and Authorized Commission Representative.
- 5. Photographs: Electronic color prints.
 - a. Provide thorough photographic documentation of existing conditions and work progress.
 - b. Label each file with the following, unless otherwise directed by the Commission:
 - (1) Project name.
 - (2) Architect's name.
 - (3) Construction Manager's name.
 - (4) Photographer's name.
 - (5) Photograph date.
 - (6) Location, position and direction from which photo was taken.
 - c. At the end of the Project, the Construction Manager must provide a USB flash drive containing project photos, at the direction of the Commissioner's Representative.
- 6. Quality Assurance
 - e. Network Analysis Procedures
 - (1) Train appropriate Project personnel in proper methods of providing data and of using schedule information.
 - (2) Establish procedures for monitoring and updating the schedule and for reporting progress.
- 7. Coordination
 - In preparation of schedules, take into account the time allowed or required for the Architect's administrative procedures.
 - (1) Allow a minimum of 10 (ten) Days for the Architects review of submittals.
- 8. Pre-installation And Pre-fabrication Conferences
 - a. The Construction Manager shall call these conferences where required by the individual Specification sections for the purpose of reviewing product selections, procedures for executing work, and coordination with/or among Subcontractors, or as directed by the Commission's Representative. The place, date, and time of these conferences shall be scheduled by the Construction Manager after coordination with the Authorized Commission Representative. Do not schedule these conferences until the Subcontractor executing the work has made the submittals called for in the Contract Documents and they have been returned to the Construction Manager "Approved" or "Approved as Noted" by the Architect; and when the Subcontractor executing the work has made the quality control submittals called for in the Contract Documents and their receipt has been acknowledged to the Construction Manager by the Architect. The following parties shall attend these conferences:
 - (1) The Construction Manager.
 - (2) The Construction Manager's Mechanical, Electrical, Plumbing and Fire Protection coordinator.
 - (3) The Subcontractor executing the work.
 - (4) Subcontractors affected by the work.
 - (5) Manufacturer's representatives.

- (6) The testing laboratory, when applicable.
- (7) The Authorized Commission Representative.
- (8) The Commission's Commissioning Agent (when applicable)
- Date, time, and place of meetings are to be acceptable to the Commission, the Authorized Commission Representative, and the Architect.

ARTICLE 12. COMMISSION PROPERTY

SECTION 12.01 Ownership of Drawings, Specifications and Models

- 1. All copies of Drawings and Technical Specifications furnished by the Architect are the property of the Commission. Such copies are not to be used on any other work or project and, with the exception of the signed Contract set, are to be returned to the Commission with a copy of the transmittal letter to the Authorized Commission Representative at the completion of the Work. All models are the property of the Commission. During the performance of its Work, the Construction Manager shall be responsible for any loss or damage to documents while in the Construction Manager's possession or the possession of a Subcontractor and any such documents so lost or damaged shall be restored at the expense of the Construction Manager.
- 2. The Construction Manager shall deliver, or cause to be delivered at any time during the term of this Contract, all documents, including but not limited to drawings, models, specifications, estimates, reports, studies, maps and computations, prepared by or for the Commission, to the Authorized Commission Representative promptly upon reasonable demand therefore or upon termination or completion of the Work hereunder. In the event of the failure by the Construction Manager to make such delivery, the Construction Manager shall pay to the Commission damages the Commission may sustain by reason thereof, including consequential damages.

SECTION 12.02 Confidentiality

1. All of the reports information, or data, prepared or assembled by or provided to the Construction Manager under this Contract are confidential and the Construction Manager agrees that, except as specifically authorized herein or as may be required by law, it shall not make available said reports, information, or data, to any other individual or organization, without the prior approval of the Commission. In addition, the Construction Manager must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Project or the Construction Manager's work.

SECTION 12.03 Right of Entry

- 1. The Construction Manager, and any of its officers, employees, agents, and Subcontractors, are permitted to enter upon any part of the Site owned by the Commission or User Agency in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules that may be established by the Commission or User Agency. The Construction Manager must provide advance notice to the Authorized Commission Representative of the Construction Manager's initial entry onto the Site. Consent to enter upon all or any part of the Site given by the Commission or User Agency will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the Commission or User Agency.
- Inspections. The Construction Manager acknowledges that the Commission has the right of access to the Site at all times and the right to inspect all Work during the term of the Contract.
- 3. The Construction Manager must use, and must cause each of its officers, employees, agents, and Subcontractors to use, the highest degree of care when entering upon property owned by the Commission or User Agency in connection with the Work. In the case of any property owned by the Commission or User Agency, or property owned by and leased from the Commission or User Agency, the Construction Manager must comply, and must cause each of its officers, employees, agents, and Subcontractors to comply, with any and all instructions and requirements for the use of such property, including any licenses for which requirement is being incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry is treated in accordance with the indemnification provisions contained in this Contract.

SECTION 12.04 Damage to Property

1. If the Construction Manager causes damage to Commission or User Agency property, the Construction Manager 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 Construction Manager under this Contract for the cost of any such repairs.

SECTION 12.05 Use of Completed Portions of the Work

- After Substantial Completion of the Work in any space(s) in the Project, the Commission will have the right to use and occupy such space(s) in advance of Final Completion and Acceptance of the Work, provided that the Commission's occupancy and use of such spaces will not unduly interfere with the Construction Manager's operations nor delay completion of the Work. Occupancy and use of any space(s) in the building by the Commission or User Agency will not constitute Substantial Completion in the absence of written notification of Substantial Completion of the affected portion of the Work from the Architect.
- 2. If the Commission desires to exercise the right of partial occupancy prior to Substantial Completion and Final Completion and Acceptance of the Work as provided below, the Construction Manager will cooperate with the Commission in making available for the Commission's use such services as heating, ventilating, cooling, water, lighting, and telephone for the space(s) to be occupied. If the equipment required to furnish such services is not entirely complete at the time the Commission desires to occupy the aforesaid space(s), the Construction Manager will make all reasonable efforts to complete it as soon as possible. The cost of utilities to partially or temporarily occupied Work pursuant to this Section 12.05 is a cost of the Work, unless the Commission notifies the Construction Manager otherwise prior to use of such utilities.
- 3. The Commission's occupancy or use of such space(s) in the Project will not constitute the Commission's acceptance of any Work, materials, or equipment which are not in accordance with the requirements of the Contract Documents, nor relieve the Construction Manager from its obligations or responsibilities under the Contract.
- 4. In any case, when the Commission occupies or begins to use any portion of the Work pursuant to this Section 12.05, the Commission will give the Construction Manager notice in writing of its occupancy and/or use of the space(s) involved.

ARTICLE 13. QUALITY OF WORKMANSHIP, MATERIALS, AND EQUIPMENT

SECTION 13.01 Standard of Performance

In addition to performing the Work in full compliance with the Contract Documents, the Construction Manager will perform, or
cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill, care,
and diligence normally exercised by qualified and experienced the Construction Managers in performing work in projects of a
scope and magnitude comparable to the Project.

SECTION 13.02 Construction Manager's Quality Program

- 1. Scope of the Construction Manager's Quality Program (CQP)
 - a. Quality is the responsibility of the Construction Manager. This responsibility includes development and implementation of the Construction Manager's Quality Program for quality management and construction activities. The CQP must satisfy the requirements of the Contract Documents. The Construction Manager must develop and implement an appropriate quality program to achieve a level of quality consistent with the Contract requirements.
 - b. Throughout the course of the work, the CQP will be subject to continual monitoring to assess the effectiveness of the quality processes employed by the Construction Manager. The Construction Manager's implementation of and compliance with its CQP are subject to monitoring and audit by the Commission. The Construction Manager must address the Commission's concerns and audit findings. The Commission will pursue its remedies under the Contract for the Construction Manager's failure to appropriately resolve such concerns and findings.

2. The Construction Manager's Quality Program

- a. The Construction Manager must establish, implement, and maintain an effective quality program to manage, control, and document the work and assure that the Work conforms to the requirements of the Contract. The Construction Manager must communicate, implement, and follow the CQP at all levels of its organization.
- b. The CQP must describe the policies, plans, procedures, and organization necessary to exercise control and ensure quality. It must cover materials, equipment, workmanship, fabrication, and operations furnished both onsite and offsite by the Contactor. The CQP must be an internally approved document, signed by the Construction Manager's management representative, and must contain a revision number and effective date. The CQP must also include a written statement, signed by the Construction Manager's Quality Representative, that the program satisfies the requirements of the Contract.
- c. Organization of the quality functions and activities for the Project must be supported by the management structure of the Construction Manager. The choice and level of application of the quality program must be appropriate for the Project.
- d. Responsibility for achievement of quality must be acknowledged by all management, construction and support personnel of the Construction Manager. Subcontractors (including suppliers), testing laboratories, and consultants employed by the Construction Manager must also conform to the commitments specified in the Contract and the CQP.
- 3. Submittal of the Construction Manager's Quality Program
 - a. Within fourteen (14) Days after the Notice to Proceed, the Construction Manager must provide its internally approved CQP to the Authorized Commission Representative for review and acceptance. If the Construction Manager fails to submit its CQP within the required time, or if the CQP is not accepted, the Commission may suspend the Work until the Construction Manager furnishes an acceptable CQP. The Construction Manager shall not receive a time extension for the period of any such suspension.
- 4. Acceptance of the Construction Manager's Quality Program
 - a. The Authorized Commission Representative is responsible for reviewing and accepting the CQP. This acceptance is conditional based on satisfactory performance throughout the course of the work. As work progresses, the Construction Manager may be required to revise the CQP to maintain a quality of construction consistent with the Contract. Should this revision of the CQP be required, the revised CQP will again be subject to acceptance by the Authorized Commission Representative.

- 5. Proposed Changes to the Construction Manager's Quality Program
 - a. The Construction Manager must notify the Authorized Commission Representative, in writing, of any proposed change to the CQP. Any changes to the accepted CQP will be subject to the same acceptance process stated in Section 13.02.4.a. above.

SECTION 13.03 Labor, Materials and Equipment

- Unless otherwise specified, all materials and equipment will be new, and of such quality as required to comply with the
 Contract Documents. The Construction Manager will, when required, furnish satisfactory evidence as to kind and quality of
 all materials and equipment. All labor will be performed by workers skilled in their respective trades, and workmanship will
 be of good quality so that first class work in accordance with the standards of construction set forth in the Contract Documents
 will result.
- 2. Except as may be expressly stated in the Agreement, only new, originally manufactured equipment, and goods will be provided and no refurbished, rebuilt, restored or renovated equipment, or goods shall be acceptable. In addition, experimental materials are not acceptable. Material, equipment, and goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Agreement will be considered experimental.
- 3. Any Work, materials or equipment which does not conform to these requirements or the standards set forth in the Contract Documents may be disapproved and rejected by the Architect or Commission, in which case it will be removed and replaced by the Construction Manager as provided hereinafter in Section 13.08, "Correction of Work Before Final Payment" or Section 13.09 "Correction of Work After Final Payment."
- 4. The Construction Manager will keep proper inventories, provide adequate protection against the weather, and maintain security measures against theft and vandalism with respect to all stored materials, fixtures, and equipment for items stored on-Site and not yet incorporated into the Work.
- The Site will not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for this Project.
- 6. The Construction Manager will review any specified construction or installation procedures (including those recommended by any product manufacturer). The Construction Manager will advise the Architect and Authorized 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. if there are any objections which the Construction Manager may have to any specified procedure.

SECTION 13.04 Source of Materials

1. The Construction Manager will notify the Authorized 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 the Construction Manager expects to obtain the various construction materials. The source of supply of each materials used will be approved by the Commission before delivery is commenced. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the Commission, the Construction Manager will furnish materials from other approved sources.

SECTION 13.05 Products

- The Contract executed hereunder requires the use of the materials, equipment, or processes specifically named in the Contract Documents except as otherwise provided herein. The word "processes" as used herein includes methods or systems of construction.
- 2. Manufacturer and Products. The term "product" as used herein refers to items to be purchased for incorporating into the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system" and words of similar intent.

- a. Products of the same general type will be from the same manufacturer throughout the Project to provide uniform appearance, operation, and maintenance.
- b. Products furnished will be of current production and product of a manufacturer regularly engaged in the manufacture of such products, for which replacement parts are available.
- c. Products must be new, Testing Laboratory-labeled, by a laboratory listed in Section 14.04, where applicable, and will bear the manufacturer's name, model number, and ratings of equipment. "New" means products that have not previously been incorporated into another project or facility, except that products consisting of recycled content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
- d. Manufacturers of equipment assemblies, which include components made by others, will assume complete responsibility and warranty for the final assembled unit.

3. Product Selection and Options

- a. Product Specifications. The products and materials to be provided must meet the performance and technical requirements of the Contract Documents. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect. If available, and unless custom products or non-standard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects. The Commission reserves the right to limit selection to products with warranties that do not conflict with the requirements of the Contract Documents. Where products are accompanied by the term "as selected," the Authorized Commission Representative will provide the selection. Where products are accompanied by the term "match sample," the sample to be matched is that provided by the Authorized Commission Representative. Where products are specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," the product proposed by the Construction Manager must be approved by the substitution process set forth in Section 13.06 below.
- b. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of the date of the Contract Documents.
- c. Comparable Product: Product that is demonstrated and approved through the substitution process set forth below to have the indicated qualities related to the type, function, dimension, in-service performance, physical properties, appearance and other characteristics that equal or exceed those of the listed product.
- d. Basis-of-Design Products: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance and other characteristics for purposes of evaluating comparable products of other named manufacturers.

e. Product Selection Procedures:

- (1) Products: Where specification paragraphs or subparagraphs titled "Products" provide a list of names of both products and manufacturers, the Construction Manager must provide one of the products listed that complies with the requirements of the specification.
- (2) Manufacturers: Where specification paragraphs or subparagraphs titled "Manufacturers" provide a list of manufacturers' names, the Construction Manager must provide a product by one of the manufacturers listed that complies with the requirements of the specification.
- (3) Available Products: Where specification paragraphs or subparagraphs titled "Available Products" provide a list of names of both products and manufacturers, the Construction Manager must provide one of the products listed that complies with the requirements of the specification.
- (4) Available Manufacturers: Where specification paragraphs or subparagraphs titled "Available Manufacturers" provide a list of manufacturers' names, the Construction Manager must provide a product by one of the manufacturers listed that complies with the requirements of the specification.

- (5) Product Options: Where specification paragraphs or subparagraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on drawings are based on a specific product or system, provide either the specific product or system indicated, or a comparable product or system by one of the other named manufacturers. As stated in Subparagraph 3 above, products must be approved by the substitution process set forth in Section 13.06 below in order to be deemed "comparable."
- (6) Basis-of-Design Products: Where specification paragraphs or subparagraphs titled "Basis-of-Design Products" are included, and provide or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and specifications indicate sizes, profiles, dimensions and other characteristics that are based on the product named. As stated in Subparagraph 3 above, products must be approved by the substitution process set forth in Section 13.06 below in order to be deemed "comparable."

SECTION 13.06 Substitution of Products or Materials

- 1. The Authorized Commission Representative will receive and consider the Construction Manager's request for substitution if, and only if, all of the following conditions are met. If the Construction Manager fails to meet these conditions, the Authorized Commission Representative will return the request without action, other than to record non-compliance with these requirements.
 - a. The reason for proposing the substitution is one of the following:
 - (1) The specified product or method of construction is no longer available.
 - (2) There is no condition under which the specified product or method of construction can be installed as shown on the Contract Documents.
 - (3) There is no condition under which the specified product or method of construction can be provided within the time limits of the Contract.
 - Extensive revisions to the Contract Documents are not required.
 - Proposed substitutions are in keeping with the general intent of the Contract Documents.
 - d. The request is timely, fully documented and properly submitted.
- 2. Changes in products, materials, equipment, systems and methods of construction required by the Contract Documents and proposed by the Construction Manager after submission of the GMP Proposal are considered to be requests for substitutions and will be addressed in the manner set forth below. Requests for substitution will be considered only in case of product unavailability or other conditions beyond the control of the Construction Manager. The following are not considered to be requests for substitutions and are not subject to the provisions of this Section:
 - a. changes requested during the procurement period and accepted by the Commission by Addendum prior to the award of the contract:
 - b. revisions to the Contract Documents requested by the Commission or the Commission's Architect and issued to the Construction Manager via a design bulletin.
 - c. specified options of products and construction methods included in the Contract Documents.
- 3. Each request for substitution must be submitted separately and must include:
 - a. Three (3) copies of the request, using the form referenced as Exhibit D Form for Proposing Substitution.
 - b. The Construction Manager must identify the product or fabrication or installation method to be replaced in each request, including the related Specification Section and/or Drawing numbers.
 - c. The Construction Manager must provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

- (1) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by other Contractors that will be necessary to accommodate the proposed substitution.
- (2) A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as performance, weight, size, durability and visual effect.
- (3) Product data, including Drawings and descriptions of products and fabrication and installation procedures.
- (4) Samples, where applicable or requested by the Authorized Commission Representative.
- (5) A statement indicating the substitution's effect on the Construction Manager's Construction Schedule compared to the schedule without approval of the substitution. The proposed substitution will not extend the Term of the Contract.
- (6) Cost information, including a proposal of the net change in the Contract Sum, if any, submitted in the format required for Change Order requests and the designation of any required license fees or royalties.
- (7) The Construction Manager's certification that the proposed substitution conforms to the requirements of the Contract Documents in every respect and is appropriate for the applications indicated.
- (8) The Construction Manager must designate the availability of maintenance services and source of replacement materials for any proposed substitution.
- (9) The Construction Manager's waiver of rights to additional payment or time that may become necessary because of the failure of the substitution to perform in accordance with the Contract Documents.
- 4. The Construction Manager warrants and represents that in making a formal request for substitution that:
 - a. The proposed substitution is equivalent to or superior in all respects to the product specified,
 - b. At a minimum, the same warranties and guarantees will be provided for the substitute as for the product specified.
 - c. The Construction Manager will coordinate the installation of accepted substitutes into the Work and will make such changes as may be required for the Work to be complete in all respects.
- 5. If the evidence presented by the Construction Manager does not provide reasonable certainty that the proposed substitution or deviations will provide a quality or result at least equal to that attainable by the product specified, the Authorized Commission Representative may reject the proposed substitution or deviation without further investigation.
- 6. The Authorized Commission Representative will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Authorized Commission Representative will not approve proposed substitutes as equal to items specified which, in the Authorized Commission Representative's opinion, would be inconsistent with the character, quality or design of the Project.
- 7. Any additional cost, or any loss or damage, arising from the substitution of any material or method for those specified must be borne by the Construction Manager, including the cost for damages incurred by other Contractors, notwithstanding approval or acceptance of such substitution by the Authorized Commission Representative, unless such substitution was initiated at the written request or direction of the Authorized Commission Representative.
- 8. The Commission reserves the right to request additional information from the Construction Manager for any request for substitution within fifteen (15) Days of the submittal of the Construction Manager's request. The Authorized Commission Representative will notify the Construction Manager of acceptance or rejection of the substitution within fifteen (15) Days of receipt of the request, or seven (7) Days of receipt of additional information, whichever is later. If the Authorized Commission Representative fails to respond within the time frame stated herein, the Construction Manager must use the product specified.
- 9. Approval by the Authorized Commission Representative of a substitution of material must be given pursuant to a Contract modification as required in Article 17, "Changes in the Work."
- 10. The Construction Manager's submittal, and the Commission's acceptance, of Shop Drawings, Product Data or Samples for construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for

substitution, nor do they constitute approval of a substitution.

11. Manufacturer's nameplates will not be permanently attached to ornamental and miscellaneous metal work, furnishings and equipment, doors, frames, millwork and similar factory-fabricated products on which, in the Commission's opinion, the nameplate would be objectionable if visible after installation of the Work, without the prior written consent of the Authorized Commission Representative. This does not apply to Underwriters' Laboratories labels where required, nor to manufacturers' name and rating plates on mechanical and electrical equipment.

SECTION 13.07 Adjustment of Equipment

Before the Work is turned over to the Commission, the Construction Manager 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. The Construction Manager
shall also work with the Commission's Commissioning Agent (if any) to allow such agent to work on all commissioning related
activities for the Work.

SECTION 13.08 Correction of Work Before Final Payment

- 1. The Commission and Architect have the right to reject the Work that does not conform to the Contract Documents. When Work is rejected by the Commission as failing to conform to the Contract Documents, the Construction Manager must promptly remove such Work, including all related materials and equipment, whether incorporated in the Work or not, from the Site. The Construction Manager will promptly replace and re-execute such Work in accordance with the Contract Documents and without expense to the Commission. The Construction Manager will also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- 2. If the Construction Manager does not remove such rejected Work, materials, and equipment within a reasonable time, which shall be no less than ten (10) calendar days, as determined by written notice of the Commission, the Commission may, at the expense of the Construction Manager, remove and dispose of such rejected Work as the Commission sees fit. If the Construction Manager does not pay the cost and expenses of such removal within ten (10) Days, the Commission may deduct all such costs and expenses from any monies due the Construction Manager.
- 3. If the Work deviates from the requirements of the Contract Documents, the Construction Manager will be responsible for all resulting damages. A claim by the Construction Manager that performing the Work without deviation from what is required by the Contract Documents would also have caused or resulted in damages will not be available to the Construction Manager as a defense or a claim to reduce the Construction Manager's liability. This provision does not limit the other rights of the Commission or Architect or other obligations of the Construction Manager.

SECTION 13.09 Correction of Work after Final Payment

The final certificate of occupancy, final acceptance of the Project, final payment, or any provision in the Contract Documents
does not relieve the Construction Manager of responsibility for faulty materials, equipment or workmanship. Unless otherwise
specified, the Construction Manager will remedy any defects and pay for any damage to other Work resulting therefrom. The
Commission will give timely written notice of such defects.

SECTION 13.10 Guarantees and Warranties

- 1. The Construction Manager's Guarantee
 - a. Unless stated otherwise in the Technical Specifications, the Construction Manager guarantees all of the Work and each and every part thereof, including, by way of illustration and not limitation, all workmanship, materials, equipment, supplies, services, and facilities that are furnished, produced, fabricated, installed, constructed, or built pursuant to the Contract Documents for the respective periods of time called for by the respective requirements of the Contract Documents, and, if no period is specified, the Guarantee will be for a period of one (1) year, against defects which result from the use of defective or inferior materials, equipment, supplies, services, facilities or workmanship or from Work not in compliance with or not performed in accordance with the Contract Documents. The Construction Manager will provide this guarantee to the Commission in writing using Exhibit Q, 'Project Guarantee Form', which may not be revised. The guarantee period will run from and after the date of Substantial Completion of the Work, unless the Contract Documents specify a different date for the commencement of the running of the guarantee period. No part of the Work will be held to be accepted until Substantial Completion of the Work (except where other arrangements have been made under Section 12.05 "Use of Completed Portions of the Work" hereof).

b. The Construction Manager agrees as part of this guarantee to repair or remove and replace as directed by the Commission and, at no cost to the Commission, all the Work, materials, equipment, supplies, services, and facilities which prove defective during the applicable guarantee period or which fail to conform to the Contract Documents. The Construction Manager agrees to repair, remove and replace, or pay for as directed by the Commission, at no cost to the Commission, all damaged portions of the Project and the contents and equipment thereof, resulting from or which are incidental to such defects or failure to conform to the Contract Documents. All repairs, removals and replacements must be commenced within ten (10) Days of written notice from the Commission, and sufficient labor and materials sufficient must be furnished to ensure prompt completion thereof. Should the Construction Manager fail to proceed in accordance with the above, the Commission, without further notice to the Construction Manager, may furnish all labor and material necessary for repairs, or removals and replacements, and the Construction Manager agrees to pay the Commission all such costs incurred.

2. Manufacturer's Warranties

- a. The Construction Manager will:
 - Ensure that all required Manufacturer's Warranties are assignable, and assigned, to the Commission and/or User Agency.
 - (2) Submit all applicable Manufacturer's Warranties to the Authorized Commission Representative and ensure that all warranty forms have been completed in the Commission's and/or User Agency's name and registered with the appropriate manufacturers.
- b. Repairs and replacements made by the Construction Manager pursuant to this section will include a Manufacturer's Warranty, if standard with the Manufacturer, in addition to the Construction Manager's Warranty.

SECTION 13.11 The Construction Manager's Quality Program Elements and Requirements

- 1. The Construction Manager Quality Program (CQP), to be provided by the Construction Manager, must include the items listed below. The Construction Manager must submit its Construction Manager Quality Plan to the Authorized Commission Representative for review.
- Management Responsibility (Responsibility, Accountability, Authority, Organizational, and Technical Interfaces) General
 quality control activities.
 - a. The CQP must declare and document the commitment to quality by the Construction Manager's executive management.
 - b. The CQP must contain an organization chart illustrating lines of authority and the interrelationship of those responsible for executive management, project management, and quality functions. It must describe the quality organization in detail and identify personnel responsible for: initiating action to prevent quality problems, identifying and recording quality problems, initiating solutions, and verifying implementation of solutions to quality. It must include the resumes of key personnel for Commission review.
 - c. The Construction Manager must assign a Quality Representative (QR) to this project who will implement and administer the CQP and have the authority to act in all quality matters for the Construction Manager. The QR must be qualified for the position by education, training, and experience. Qualification must be demonstrated by a description of education, training, and previous quality assignments, with related duties and responsibilities, for a period sufficient to establish the appointee's quality management experience.
 - d. The Construction Manager must maintain a staff of sufficient size and composition under the direction of the QR to perform all Construction Manager quality control and activities in order to ensure contract compliance whether the work is performed by the Construction Manager's own staff or by Subcontractors. Personnel responsible for quality must be suitably trained and qualified for the quality activities they are assigned. The Construction Manager's quality control organization may vary as the project progresses; however, at all times it must be compatible with the level of effort and capability required by the Contract.
 - e. Personnel responsible for quality verification must have the necessary authority and independence to perform their roles effectively; they must be independent of those having direct responsibility for the work being performed. This can be accomplished if those ensuring or controlling quality report on a higher level than those having direct responsibility for the work. The QR and those individuals responsible for cost, construction, schedule, or production should not be the

same individual.

- f. The Construction Manager's management must conduct periodic reviews of the CQP to assess the suitability and effectiveness of the CQP in satisfying the requirements stated in the Construction Manager's quality policy. The Construction Manager should document these reviews.
- Documented Quality System.
 - a. The Construction Manager must develop, implement, and maintain a documented quality system to ensure that project quality objectives are satisfied. The structure of the documented quality system must identify those construction activities that must be performed to achieve constructed facilities capable of performing designed functions.
 - b. As a minimum, the documented quality system must include written policies and procedures for the following:
 - (1) A management-level commitment to quality and a statement of corporate quality policy;
 - (2) A detailed description of how the corporate policy is implemented and documented, and by whom; and
 - (3) Procedures and forms to document performance of quality-related activities and the results of those activities.
 - i. The documented quality system must document the policies and procedures necessary to achieve satisfactory construction. Written policies and procedures must address pertinent areas within the construction activity to assure implement, maintain, and improve quality. Procedures must also be developed, implemented, and maintained for control of processes including inspection, testing, nondestructive examination, disposition of nonconforming product, corrective action, maintenance of quality records, quality audits, and training.
 - ii. The documented quality system must establish the controls and responsibilities for the development, review, verification, approval, validation, and revision of documented procedures. Documented procedures are those that result in generating records substantiating the performance and outcome of quality-related activities. They follow a specified format and show current revision level, approval or effective date, and approval signature. The Construction Manager will use the following format for documenting procedures:
 - a) Purpose: Reason why the procedure is being initiated.
 - b) Scope: Boundaries of the procedure; i.e., to whom or to what the procedure applies.
 - References: Documents referred to for standards to be followed in relation to the procedure as well as for information and background.
 - d) Definitions: Explanation of words or terms used in the procedure that are not self-explanatory.
 - Procedure: The sequence of required actions to be performed and the person responsible for performing those actions.
 - f) Attachments: Documents and/or related materials that are needed for the procedural process such as transmittal letters, forms, and flow charts.
 - g) Provisions: Items of information, instructions, or special conditions applicable to the procedure.
 - c. The documented quality system must:
 - (1) Use a uniform procedure numbering system.
 - (2) Establish quality record capture statements within each applicable procedure that identify the quality records generated by the procedure. Procedures must contain formats for the quality records needed to ensure that the procedures are followed and documentation requirements are understood.
 - (3) Establish systems for the control of procedures.

- (4) Ensure that procedures contain qualitative and quantitative acceptance criteria when applicable.
- (5) Establish requirements to prepare, approve, and distribute procedures prior to their need or initial use.
- (6) Provide a mechanism for a quick change or issuance of a procedure under specific emergency-related conditions or circumstances.
- (7) Identify procedures that are controlled documents.
- (8) Require a periodic review of procedures to ensure current usability and compatibility with interfacing procedures.
- d. The Construction Manager should plan and define construction activities to achieve quality objectives. The plan should address construction sequences so that activities are performed in the appropriate order to promote quality. Documented system controls should be implemented to cover all construction operations, including both onsite and offsite manufacturing and fabrication. These controls should be keyed to the Schedule and provide written records of the results. As a minimum, these controls should include the following three phases:
 - (1) Preparation Phase -Prior to beginning construction on any definable feature of work. (A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements.) The plan must include the following:
 - Review of the contract requirements.
 - Inspection of the construction technical schemes and determination of the construction techniques for special works.
 - iii. Verification that all materials and/or equipment have been tested, submitted, and approved.
 - iv. Verification that provisions have been made to verify that the required quality control testing was performed.
 - v. Examination of work areas to ascertain that all preliminary work has been completed.
 - vi. Physical examination of materials, equipment, and sample work to ensure conformance to approved shop drawings or submitted data and that all materials and equipment are on hand.
 - (2) Initial Phase At the beginning of each definable feature of work. It should include the following:
 - i. Check of preliminary work
 - ii. Verification of full compliance with contractual requirements
 - iii. Establishment of level of workmanship
 - iv. Resolution of all differences
 - (3) Follow-up Phase Periodic checks performed to ensure continuing compliance with Contract requirements until the completion of the particular feature of work.
- Design Control.
 - a. The CQP shall include the Design/Assist Services, if any, set forth in the Contract Documents as part of the Construction Manager's Pre-Construction Services.
- Document Control. Document control includes management of submittals and control of all documents and document changes.
 - a. The Construction Manager should develop, implement, and maintain documented procedures for scheduling and managing the Construction Manager and Subcontractor submittals and for document control. The procedures should define the responsibility and authority for preparing, reviewing, approving, issuing, recording, revising, and distributing

documents for activities affecting the quality of the Work.

- b. The Construction Manager should establish a document control system that ensures that the latest approved documents, drawings, and specifications are available prior to the start of the Work and that the Work is performed in accordance with the latest approved documents.
- c. Changes to documents must be processed in writing and records must reflect all changes as generated. Changes to documents and data must be reviewed by the same authorized personnel who reviewed and approved the original documents unless the control procedures specifically allow otherwise. Changes must be distributed promptly to all locations.
- d. The Construction Manager's document control system must include methods for elimination of obsolete documents from each work location. Any superseded documents retained for the record must be clearly identified as such.
- e. The Construction Manager must maintain a master list of controlled documents enumerating the current revision of each document.
- f. The following are examples of the types of documents requiring control:
 - (1) Requests for Information (RFI) and responses
 - (2) Drawings
 - (3) Specifications
 - (4) Inspection procedures
 - (5) Test procedures
 - (6) Special work instructions
 - (7) Operational procedures
 - (8) Quality program and procedures
- 6. Subcontractor Evaluation and Procurement Control.
 - a. Subcontractor services must comply with all quality requirements specified for the Construction Manager. Subcontractors and suppliers may adopt and implement the Construction Manager's CQP or use approved in-house quality programs appropriate to their work and meeting all applicable codes, standards, specifications, and guidelines. The Construction Manager should review any Subcontractor or supplier quality program used to control work on the project to verify its compliance with these requirements.
 - b. The Construction Manager should ensure that services are procured only from sources capable of meeting the requirements of the Contract and procurement documents. Subcontractors and suppliers under consideration should be evaluated on the basis of the following:
 - (1) Technical competence as evidenced by professional qualifications and experience of the firm and committed personnel
 - (2) Past performance on related or similar projects
 - (3) Familiarity with Project guidelines and other applicable codes and standards
 - (4) Current commitments of the key personnel
 - (5) Safety and criticality of the project and activity
 - (6) Financial ability to perform their portion of the Work.

- c. The Construction Manager must ensure that contract or procurement documents for Subcontractor services clearly specify the quality expectations of the Commission, including relevant standards, drawings, specifications, process requirements, inspection instructions, and approval criteria for materials, processes, and product. As appropriate, the Construction Manager should define the means and methods for handling, storage, packaging, and delivery of product. The Construction Manager's purchasing documents should be reviewed and approved by the Construction Manager's designated authority for adequacy of specified quality requirements prior to release.
- d. The Construction Manager must document all Subcontractor and supplier evaluation and procurement control activities.
- e. As appropriate, the Construction Manager's contract with its Subcontractors and suppliers should include provisions for source inspection by the Construction Manager, Authority, or other authorized representatives of those quality characteristics which cannot be verified during subsequent processing. Source inspection plans should include mandatory hold points where the Construction Manager could verify compliance with the Contract requirements.
- 7. Handling, Storage, and Control of Materials and Equipment.
 - a. The Construction Manager must develop, implement, and maintain documented procedures for handling, storage, and control of materials and equipment. These should address the following, as appropriate:
 - (1) Measures to ensure that inappropriate storage, handling, lifting, and rigging methods do not degrade or compromise the quality of an item.
 - (2) Methods for cleaning, preserving, and storing material and equipment.
 - (3) Verification and control certificates of compliance and conformance and other supporting documentation.
 - b. The Construction Manager must develop, implement, and maintain documented procedures to control product identification and traceability to prevent the use of incorrect or defective items; and to ensure that only correct and acceptable items are used or installed.
 - c. The Construction Manager must segregate or otherwise identify items that fail to possess identification, or items for which record traceability has been lost, or items which do not conform to the requirements of the Contract Documents, The Construction Manager should ensure that items can be identified by how they are marked or where they are located.
 - d. The Construction Manager must implement methods of handling and storage to prevent damage to, and loss of, materials and equipment. If appropriate, contract and procurement documents should require measures to ensure proper handling and storage of material and equipment by the Construction Manager's Subcontractors and Suppliers.
- Control of Special Processes.
 - a. The Construction Manager must develop, implement, and maintain documented procedures for controlling special processes. Special processes are those that require: qualification of personnel performing the process, qualification of the process itself, and control of the process and equipment used to perform the process. Special processes include welding, nondestructive testing, and heat treating. Control of special processes should include the following:
 - (1) The Construction Manager should use qualified and certified personnel to perform special processes. Their certifications should be current and appropriate for the special process they are performing.
 - (2) Special processes should be qualified, or meet the requisites for prequalification. The material and equipment used to perform the special process should be qualified, properly controlled, and maintained.
 - (3) The Construction Manager, Subcontractors, or Fabrications inspectors of special processes should be properly qualified and certified, and their certifications should be current.
 - (4) Work involving special processes should be identified, planned, and performed in the proper sequence under controlled conditions according to the referenced standards.
 - (5) Work involving special processes should be performed using documented procedures or work instructions.

- The Construction Manager must document the control of special processes according to the referenced standards, and keep records of the control measures.
- c. The Construction Manager must ensure that requirements for process control and procedures for special processes are included in its contract and procurement documents if appropriate to the direction of its Subcontractors and suppliers.

Corrective Action.

- a. The Construction Manager must investigate the cause of non-conformances and take appropriate corrective action to prevent recurrences. The identification, cause, and corrective action planned and taken should be documented. Corrective action taken with respect to nonconforming Work should be proactive so as to eliminate potential problems, which have not yet occurred.
- b. The Construction Manager must develop, implement, and maintain documented corrective action procedures for the following:
 - (1) Analyzing processes to detect and eliminate potential causes of nonconformance.
 - (2) Initiating preventive actions to deal with problems to a level corresponding to the risks encountered.
 - (3) Ensuring implementation and effectiveness of corrective actions.
 - (4) Implementing and recording changes in procedures resulting from corrective actions.
- c. The Construction Manager must ensure that applicable requirements for corrective action by its Subcontractors and suppliers are included in its contract and procurement documents.

10. Documentation by Quality Records.

- a. The CQP must contain provisions for identification of types of quality records to be maintained and for their retrievability and retention. The Construction Manager should maintain quality records in accordance with applicable procedures as evidence that all of its activities and those of its Subcontractors comply with the requirements of the CQP.
- b. The Construction Manager must develop, implement, and maintain documented procedures control of quality records. Responsibility for production, collection, indexing, filing, storage, maintenance, and disposition of quality records should be established.
- c. Quality records must be legible and should specify the type of activities involved. Records should be kept in a suitable environment to prevent deterioration, damage, and unauthorized access. Retention times and final disposition should be established and recorded.
- d. Subcontractor and supplier quality records must be included in the Construction Manager's quality records maintenance plan where pertinent.
- e. Quality records requiring control should include, but should not be limited to, the following:
 - (1) Qualification records for personnel, processes, and equipment
 - (2) Nonconformance and corrective action reports
 - (3) Documentation of audit and surveillance activities
 - (4) Material and equipment certificates of conformance or compliance or both; certified material test reports
 - (5) Drawings, procedures, and the CQP
 - (6) Certification and training records

- (7) Subcontractor and supplier evaluations
- (8) Subcontractor documentation
- 11. The Construction Manager Surveillance/Internal Audit.
 - a. The Construction Manager must develop, implement, and maintain documented procedures for the control of audit and surveillance activities. Audits, surveillance's, and follow-up actions must be scheduled and conducted by qualified quality personnel. All audit and surveillance activities must be documented.
 - b. The Construction Manager must establish and maintain a system of internal audits to verify and assess its compliance with the requirements of the CQP.
 - c. The Construction Manager must establish and maintain a system of surveillance or external audits to verify and assess compliance by its Subcontractors and suppliers with the CQP or other approved quality program.
 - d. Results of audits and surveillance's must be presented to the personnel having responsibility in the area being audited. Responsible management personnel must take timely corrective action on the deficiencies found by internal audits.
 - e. The Construction Manager must ensure that requirements for surveillance and internal audit by Subcontractors and suppliers are included in its Contract and procurement documents for the same.

12. Certification and Training.

- a. The Construction Manager must provide training, qualification, and certification programs in accordance with recognized guidelines for personnel affecting and assuring quality. Personnel must have demonstrated competence in the specific area and have adequate understanding of the project requirements. The Construction Manager must periodically review credentials of active personnel to assure that suitable education, experience, and technical qualifications are maintained. Indoctrination and training must be implemented as necessary to assure that proficiency is achieved and maintained for personnel with project responsibility.
- b. The Construction Manager must develop, implement, and maintain documented procedures to establish the requirements for conducting training, including training on the CQP and related procedures. Training must be conducted by knowledgeable instructors.
- The Construction Manager must establish and maintain records of certification and training.
- d. The Construction Manager must ensure that requirements for certification and training for its Subcontractors' and Suppliers' personnel are included in its subcontract and procurement documents.
- 13. Reports to be provided by the Construction Manager: Provide certified copies of reports.
 - Unless otherwise indicated, submit for review by the Architect and the Authorized Commission Representative.
 - b. Submit reports within ten (10) Days after execution of quality control activity, but not later than the date of the payment application for the Work to which the quality control activity relates.
 - Reports shall be prepared by the entity performing the quality control activity.
 - Include the following information in all types of reports:
 - (1) Date of report.
 - (2) Project name and Contract number.
 - (3) Description of the quality control activity.
 - (4) Name, address, and telephone number of entity performing activity.

- (5) Date quality control activity was performed.
- (6) Specification section(s) involved.
- (7) Basis for evaluation (test method, etc.)
- (8) Results or conclusions, including evaluations and interpretations.
- (9) Title, name, and signature of person performing activity.
- 14. Certificates to be provided by the Construction Manager: Submit for review, unless otherwise indicated.
 - Certificates shall be signed by the product manufacturer, unless otherwise specified or not applicable.
 - b. Include the following information:
 - (1) Date of certificate.
 - (2) Project name and Contract number.
 - Description of the product or system certified.
 - (4) Specification section(s) involved.
 - (5) When actual materials to be used are to be certified, include lot identification markings, destination of shipment, and quantity in shipment.
 - (6) Title, name, and signature of person authorized to make certification.
- 15. Qualification Statements to be submitted by the Construction Manager: Submit for review, unless otherwise indicated.
- 16. Manufacturers' Instructions to be submitted by the Construction Manager: Submit for review, unless otherwise indicated; identify conflicts with Contract Documents.

SECTION 13.12 Sequencing and Installation Standards

1. The Construction Manager must coordinate quality control activities to avoid delay and to make it unnecessary to uncover Work for testing or inspection.

SECTION 13.13 Installation Standards

- 1. Installation Standards
 - Compliance: Install manufactured items in accordance with the manufacturer's written instructions.
 - b. Inconsistencies: The Construction Manager must refer inconsistencies between the manufacturer's instructions and the drawings and specifications to the Architect for resolution.
 - c. The Construction Manager must require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. The Construction Manager must not proceed until unsatisfactory conditions have been corrected in a manner acceptable to the manufacturer and the installer.
 - d. The Construction Manager must inspect materials or equipment immediately upon delivery and again prior to installation to be certain the items are not damaged or defective.
 - e. The Construction Manager must provide attachment and connection devices and use methods necessary for securing Work true to line and level. The Construction Manager must allow for expansion and building movement.
 - f. The Construction Manager must provide uniform joint widths in exposed Work. The Construction Manager must arrange joints in exposed Work to obtain the best visual effect as determined by the Architect. All anchorage devices and

materials shall be fully concealed in the Work unless otherwise approved by the Architect.

- g. The Construction Manager must recheck measurements and dimensions before starting each installation.
- h. The Construction Manager must install each component during weather conditions and Project status that shall ensure the best possible results. The Construction Manager must insulate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- i. The Construction Manager must coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.
- j. The Construction Manager must, where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated.
- k. Job Mock-Up: Where indicated in the Technical Specifications, prior to installation of the work, construct sample mock-up at the Site, where directed, using materials shown or specified for final Work, and indicating the proposed range of color, texture and workmanship to be expected in the completed Work. Obtain Architect's acceptance. Do not alter, move or destroy mock-up until Work is completed.

2. Colors

- a. The Construction Manager, its Subcontractors, and materials suppliers shall cooperate in furnishing required samples to aid in color selections. Where custom colors are selected by the Architect, furnish accurate reproductions of these colors on materials of same type to be used in the Work, for review. Colors and materials shall match the Architect's samples.
- b. If the colors of factory-finished products or equipment are not specified, then the Architect is to select from the manufacturer's standard range of colors for non-public areas and may select custom colors for public areas, unless specified otherwise.
- c. Discrepancies between the colors and materials scheduled and other requirements of the Contract Documents shall be referred to the Architect for resolution. The Construction Manager shall furnish these materials in accordance with the Architect's determination at no additional cost to the Owner.

Metal Thickness

a. Reference to gauge or thickness of metal products shall be the base metal gauge or thickness, excluding thickness of coating, such as paint coatings, zinc (galvanized) coatings, and plating.

4. Threaded Fasteners

Threaded fasteners and associated accessories for the work must be manufactured in the United States of America.

5. Installation and Start-Up

a. When product manufacturer's warranty is contingent upon installation or start-up technical assistance service by the manufacturer's Commissioned Representative, the Construction Manager must advise the Owner and the Architect in writing not less than fourteen (14) Days prior to date of commencement of that portion of the Work.

SECTION 13.14 Delivery, Handling and Storage

- 1. Delivery and Transportation, the Construction Manager's Obligations:
 - a. Delivery: Any/all material and equipment deliveries to the Project site shall be proposed by the Construction Manager in its Phasing and Logistics Plan for the Commission's review and approval, prior to making such deliveries. The Commission is not responsible for delivery delays due to waiting times for loading and unloading at dock locations. The Commission reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Agreement period. The only restriction regarding the Commission's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County.
 - b. Shop Assembly: Preassembled products in shop to greatest extent possible to minimize field splicing and assembly. Disassemble product into units only as necessary for shipping and handling limitation. Clearly mark units for ease of assembly and coordinated installation.
 - c. Openings: Prior to shipping, provide temporary caps or plugs to close openings of products to prevent entry of foreign material or damage to openings.
 - d. Fluids: Drain products of fluids prior to shipping, except as otherwise required by manufacturer. Ship fluids in separate containers.
 - e. Containers: Deliver products to Site in original, new, and unopened packages or containers bearing manufacturer's name, content identification, and additional data required by respective specification sections.
 - f. Built-In Items: Promptly deliver products to be built into supporting construction. Furnish final setting drawings, diagrams, templates, and instructions for installation of built-in items.

2. Handling:

- a. Methods: Handle products and place products in positions in a manner to prevent overstress, deformation, defacement, or other damage.
- b. Lifting Aids:
 - (1) Furnish products with lifting aids, including, but not limited to, lifting irons, eye bolts, lifting lugs, and like items as applicable. Wherever possible, lifting aids shall be of threaded connection type.
 - (2) Do not remove lifting aids from products, except for interference with installation or operation. Under no circumstances shall lifting lugs welded to code stamp or like certified products be removed.
 - (3) Tag and deliver removed lifting aids to the Owner. Tag shall identify products to which lifting aids are associated.
- 3. Storage and Protection, the Construction Manager's Obligations:
 - a. Storage Space:
 - Arrangement: Place products to provide easy access for review, so identification marks are easily visible, and to
 provide space necessary for future handling.
 - (2) Relocation: If it becomes necessary during progress of the Work to move product storage facility, move such facility at no charge in the Contract Sum.
 - b. Off-Site Storage: In the event that it is necessary to store products off-site, first obtain acceptance of the Owner. The Construction Manager shall be responsible for insurance, warehousing, transportation, handling, and similar items associated with products stored off-site.
 - c. Protection:
 - (1) Do not place products in direct contact with ground or where products can become splattered with mud, dirt, water, debris, or other similar material, or where products cannot be picked-up for future handling without damage.

- (2) Store products subject to damage by weather in weather-tight enclosure. Maintain temperature and humidity within ranges required or recommended by manufacturer's instructions.
- (3) Prevent moisture from condensing on surfaces within space of protected or covered products.

SECTION 13.15 Interface and Project Coordination

- 1. Drawing Coordination, the Construction Manager's Obligations:
 - a. Location of items required by the Drawings or Specifications not definitely fixed by dimensions are approximate only and exact locations necessary to secure the best conditions and results shall be determined at the Site and shall be as indicated on the shop drawings, and shall be subject to review by the Architect.
 - b. Determine exact locations by the dimensions of the actual equipment and final locations of masonry for the facade and colonnade. Submit revised shop drawings for review by the Architect for any revised layout before equipment is installed. Review the Drawings for dimensions, locations of partitions and equipment, locations and sizes of structural supports, foundations, swing of doors, and other detail information required for a correct installation of the work.
 - c. Work not shown on the Drawings, but mentioned in the Specifications, or vice versa, or any incidental accessories necessary to make the Work complete and ready for operation, shall be furnished and installed.
 - d. Items not shown on the Drawings or specified herein, but reasonably incidental to the installation, as required by applicable codes, as practiced by the trade, or which is stipulated by the manufacturer of equipment being installed or connected, shall be furnished and installed without additional cost to the Owner.
- Work Priority, the Construction Manager's Obligations:
 - a. Fit piping, ductwork, conduit, and lights into structure as Project conditions may demand. Final decisions as to right-of-way and run of pipe, ducts, conduit, lights, etc., shall be made by the Architect.
 - b. Close cooperation between the trades shall be required. Work installed without regard for other work shall be removed, if necessary, as determined by the Commission and at the installing the Construction Manager's expense.
 - c. In general, priority shall arranged be as follows:
 - (1) Light fixtures.
 - (2) Piping that must be drainable, such as plumbing wastes, vents, short drain lines, steam and condensate, and refrigeration.
 - (3) Sheet metal ductwork.
 - (4) Heating hot water and chilled water lines.
 - (5) Gas lines.
 - (6) Water and fire sprinkler lines.
 - (7) Electrical conduit.
 - (8) Control air lines and conduit.
 - Review the relationship of work to that of other work before installing same. In particular, review the following:
 - (1) Ceiling heights of room before installing ducts and pipes.
 - (2) Ceiling outlets versus lights and speakers.

- (3) Fin tube radiation or floor air outlets versus wall electrical outlets.
- (4) Fixture heights and locations.
- (5) Floor drain locations.
- (6) Drain piping grades and elevations.
- (7) Roof drain and plumbing vent locations.
- (8) Roofing, waterproofing, and flashings relative to facade and colonnade masonry work.
- e. Roughing-in and connection prints shall be furnished for equipment not-in-contract (NIC) by those providing the equipment.
- Piping, ductwork, and conduit shall be above ceilings and in wall cavities unless otherwise indicated.
- g. Where pipes, ducts, and conduit are shown to be routed below existing ceilings less than 9 feet (2743 mm) high, they shall be held as high as possible, and along walls, beams, etc., to provide maximum clearance possible.
- h. The Construction Manager shall be responsible for the pumping and draining of trenches and pits necessary for the installation of work. No piping, ductwork, conduit, or equipment shall be installed in a trench or pit until water has been pumped out and the trench is continuously maintained dry. Provide pumps, piping, and wiring required to drain trench or pit.
- 3. Coordination With Other Trades, the Construction Manager's Obligations:
 - Examine other divisions of the Contract Documents for related work.
 - b. Examine the Contract Documents to determine the material and equipment which shall be provided by other divisions.
 - Cooperate to provide continuity and progress of the Work. Furnish to other divisions, information required for the
 execution of the Work.
 - d. Furnish other divisions advance information on locations and sizes of frames, boxes, sleeves, and openings needed for the Work, and also furnish information and shop drawings necessary to permit trades affected to install their work properly and without delay.
 - e. Where there is evidence that work of a division shall interfere with the work of another division, all divisions shall be required to assist in working out space conditions to make satisfactory adjustments and shall be prepared to submit and revise coordinated shop drawings.
- 4. Drawing Coordination, the Construction Manager's Obligations:
 - a. Location of items required by the drawings or specifications not definitely fixed by dimensions are approximate only and exact locations necessary to secure the best conditions and results shall be determined at the Site and shall be as indicated on the shop drawings, and shall be subject to review by the Architect.
 - b. Determine exact locations by the dimensions of the actual equipment and final locations of masonry for the facade and colonnade. Submit revised shop drawings for review by the Architect for any revised layout before equipment is installed. Review the drawings for dimensions, locations of partitions and equipment, locations and sizes of structural supports, foundations, swing of doors, and other detail information required for a correct installation of the work.
 - c. Work not shown on the Drawings, but mentioned in the Specifications, or vice versa, or any incidental accessories necessary to make the Work complete and ready for operation, shall be furnished and installed.
 - d. Items not shown on the drawings or specified herein, but reasonably incidental to the installation, as required by applicable codes, as practiced by the trade, or which is stipulated by the manufacturer of equipment being installed or connected, shall be furnished and installed without additional expense.

SECTION 13.16 Construction Industry Standards

- 1. Publication Dates: The Construction Manager must comply with the standard in effect as of the date of the Contract Documents, unless another edition is indicated in the Specifications.
- 2. Conflicting Requirements: Where compliance with two or more standards is specified, the standards may establish different or conflicting requirements for minimum quantities or quality levels. The Construction Manager must refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.
 - a. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- 3. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - a. Where copies of standards are needed for performance of a required construction activity, the Construction Manager shall obtain copies directly from the publication source.
- 4. Installer: An "Installer" is the Contractor or an entity engaged by the Construction Manager, either as an employee or, Subcontractor for performance of a particular construction activity, including, but not limited to, installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - a. The term "experienced", when used with the term "Installer", means having a minimum of five (5) years' experience installing similar products on projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction. Comply with additional qualifications where called for in the individual Specification sections.
 - b. Use of titles such as "carpentry" is not intended to imply that certain construction activities shall be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 - c. Certain sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists shall be engaged for those activities, and assignments are requirements over which the Construction Manager has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Construction Manager.
 - (1) This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- 5. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

SECTION 13.17 Quality Execution

1. General

- a. The Construction Manager must provide Work of the specified quality; where quality level is not indicated, provide Work of quality customary in similar types of Work.
 - (1) Where codes, laws, or regulations require Work of higher quality or performance, provide Work complying with such codes, laws, and regulations.
 - (2) Where two (2) or more quality provisions of the Contract Documents conflict, or; where requirements are different but apparently equal, and where it is uncertain which requirement should be used, obtain clarification from the Architect before proceeding.
 - (3) Actual quality may exceed the specified quality; verify that such differences are acceptable to the Commission.

- b. The Construction Manager must control products, suppliers, manufacturers, Site conditions, installers, and workmanship in such a manner as to produce Work of the specified quality.
- c. The Construction Manager must comply with manufacturers' instructions and recommendations.
 - Keep a record of instructions and recommendations which supplement or conflict with the manufacturer's written instructions.
 - (2) When manufacturers' instructions and recommendations conflict with the Contract Documents, obtain clarification from the Architect before proceeding.
- The Construction Manager must use installers who are capable of producing Work of the specified quality.
- The Construction Manager must perform all quality control activities specified unless indicated to be performed by other entities.

2. Grades, Lines, and Levels

- a. The Construction Manager must establish, maintain, and be responsible for grades, lines, levels, and benchmarks.
- b. The Construction Manager must verify grades, lines, levels, and dimensions indicated on the Drawings before laying out the Work, failure to make said verification shall not be grounds for a claim for an increase in the Contract Price or the Contract Completion Date. The Architect will not assume the responsibilities for laying out the Work.
- c. The Construction Manager must establish benchmarks and axis lines at each floor showing exact floor elevations and other lines and dimensional reference points as required for the information and guidance of trades.
- d. Before ordering materials or doing work which is dependent for proper size or installation upon coordination with building conditions The Construction Manager must verify dimensions by taking measurements and be responsible for their correctness.
- e. The Construction Manager must resolve differences between the actual dimensions and those indicated on the drawings.
- f. Report to the Architect and Authorized Commission Representative any discrepancy between the Drawings or the Specifications and the existing conditions. Do not proceed in areas of discrepancy until such discrepancies have been fully resolved.

Surveyor

- a. When required by the Commission, the Construction Manager must engage and pay for the services of a licensed surveyor, subject to the approval of the Commission, who is not a regular employee of the Construction Manager and who has no interest in the Contract.
- b. Locating the Work
 - (1) Verification: The Construction Manager must have the surveyor verify that the following elements of the work have been furnished and installed in accordance with the Contract Documents:
 - i. Caissons: Verify locations, elevations, and dimensions.
 - ii. Foundation Walls: Verify locations, elevations, dimensions, and angles.
 - iii. Anchor Bolts and Setting Plates: Verify locations, elevations, and dimensions.
 - iv. Roof Structure: Verify plumbness.
 - v. Exterior Walls: Verify locations and plumbness.

- vi. Bottom of excavation; top of compacted fill.
- c. Certification: The Construction Manager must submit certification to the Commission with a copy to the Architect, in the form of original drawings signed by the surveyor, stating that the work has been accurately located relative to the property lines. Except at his own risk, the Construction Manager shall not proceed with the work until surveyor's certification has been submitted and verified for correct location of the work.

4. Settlement Monitoring

- a. Readings: Unless otherwise specified, the Construction Manager must have the surveyor described above take readings of the work and adjacent property at a minimum number of points as indicated in the Technical Specification. Additional monitoring points may be established as the Construction Manager determines to be necessary. Provide a proposed program, in writing, for settlement monitoring prior to the start of excavation or foundation work. Have readings taken weekly until the work is substantially complete.
- b. Reports: The Construction Manager must record settlement readings and submit them in the form of a report to the Authorized Commission Representative and the Architect once a week.

Protection and Repair

- a. When Work is uncovered during quality control activities, the Construction Manager must provide protection from damage.
- b. The Construction Manager must correct Work damaged by quality control activities; where repair is indicated as an unacceptable method, replace the Work.

ARTICLE 14. TESTING AND INSPECTION

SECTION 14.01 Inspection of Work

- The Commission, the Architect, the Authorized Commission Representative, and all consultants of the Commission retained
 to do testing, commissioning or inspection, will at all times have access to the Work wherever and whenever it is in process.
 The Construction Manager must provide proper and safe facilities for access and inspection.
- 2. The Construction Manager will cooperate with inspecting agencies and provide appropriate access. If the inspection is made by an authority other than the Architect or Commission, the Construction Manager will inform the Architect and Authorized Commission Representative in writing of the date fixed for such inspection no less than three (3) 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 Construction Manager will give the Authorized Commission Representative no less than fifteen (15) Days written notice of the Work's readiness for inspection by the Architect. Required certificates of inspection must be secured by the Construction Manager. Inspections by the Architect will be promptly made, and where practicable, at the source of supply.
- 4. Any Work covered up without approval, inspection, or consent of the Architect when such approval, inspection or consent is required by the Contract Documents, will be uncovered for examination as required by the Architect or Commission, and will be replaced and/or re-covered, all at the Construction Manager's expense. Examination of Work previously covered up with the approval or consent of the Architect may be ordered by the Architect to be uncovered, and if so ordered, such Work will be uncovered by the Construction Manager. If such Work is found to be in accordance with the Contract Documents, the Commission will reimburse the Construction Manager for such uncovering and re-covering. Such reimbursement will be for actual cost incurred plus the percentages allowed by Section 16.03 "Payment for Changes." If such Work is found to be not in accordance with the Contract Documents, the Construction Manager will pay all costs of uncovering, replacement, and recovering, as well as any corrections or repairs made to the Work.
- 5. The Construction Manager will place its field engineering force at the Authorized Commission Representative's disposal for field checking during any inspection period. When layouts of the Work are to be made, the Construction Manager will notify the Authorized Commission Representative in sufficient time that the Architect may be present.
- 6. The Architect is not authorized to make any changes or modifications in the Contract Documents, to direct the performance

of additional Work, or to waive the performance by the Construction Manager of any requirements of the Contract Documents. Any changes to the Work will be in accordance with the provisions of Article 17. "Changes in the Work."

SECTION 14.02 ASTM Standards

 Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standards and methods of the American Society for Testing and Materials (ASTM) and any revisions thereof. If there are no ASTM standards that apply, applicable standard methods of other recognized standardizing agencies will be used. The Construction Manager must provide the name and qualifications of any such standardizing agency to the Commission or its authorized representative for review and approval.

SECTION 14.03 Testing Laboratory Labels

- All equipment containing electrical wiring must be submitted to the Authorized Commission Representative for the Architect's
 acceptance before installation. Unless otherwise specified, all electrical components furnished and installed assembled by
 the Construction Manager under this Contract must be approved and so labeled by an organization currently listed as a
 Nationally Recognized Testing Laboratory (NRTL) by Occupational Safety and Health Administration (OSHA) the US
 Department of Labor. The current list of NRTLs is found on OSHA's website.
- 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 Construction Manager at no additional cost to the Commission. Any delays in the completion of the Work caused by the manufacturer of equipment in obtaining the required testing laboratory labels and the Commission approval are not grounds for an extension of time beyond the time of completion indicated in the Contract Documents.

SECTION 14.04 Testing Laboratory Responsibilities

- Commission's Independent Testing Laboratory
 - a. The Commission shall retain the services of a certified, independent testing laboratory (ITL) for material and laboratory testing designated in the Contract Documents as being performed by the owner's ITL consultant for the Commission's purposes.
- 2. Responsibility the Construction Manager's ITL
 - a. The Construction Manager shall retain the services of an ITL for all other testing listed in the Contract Documents and must cooperate with Authorized Commission Representative and Architect to ensure timely Site observation, sampling and laboratory investigation so as to not delay the Work.
 - b. The Construction Manager must advise the Authorized Commission Representative and Architect of testing procedures and with all special conditions encountered at the Site.
 - c. The Construction Manager must perform specified inspections, sampling, and testing of materials and construction methods in accordance with specified or recognized industry standards and ascertain compliance with contract requirements.
 - d. The Construction Manager must promptly notify Authorized Commission Representative and Architect of irregularities or deficiencies of Work which are observed during performance of inspection and testing services.
 - e. The Construction Manager must promptly submit three (3) copies of reports of inspections and tests to the Authorized Commission Representative and the Architect including:
 - (1) Date of test or inspection and date of report issuance.
 - (2) Project name and project number, project location.
 - (3) Name and signature of inspector.

- (4) Identification of product and specification section.
- (5) Type of inspection or test.
- (6) Observations regarding compliance with Contract Documents.
- (7) Implications of all irregularities of deficiencies identified by testing or inspection on quality of construction materials and assemblies.
- (8) Additional services directed by Authorized Commission Representative or Architect.
- (9) Log of all testing reports in 3-ring binder with Table of Contents.
- f. Additional Construction Manager Responsibility
 - Cooperate with Commission's Independent Laboratory personnel, provide access to Work and to manufacturer's operations.
 - (2) Provide labor and facilities necessary to provide access and to facilitate inspections and tests to Work requiring testing; obtain, handle, and store samples at Site; provide facilities for the exclusive storage and curing of test samples; provide lift or necessary cranes, as needed, for inspections.
 - (3) Notify Commission's Independent Laboratory sufficiently in advance of operations to allow for scheduling of personnel and tests.
 - (4) Correct or replace Work which is defective or which fails to conform to the Contract Documents. Corrective work shall be performed promptly so as not to delay the Project schedule or the work of others. Corrective work shall include all Work associated with patching of all surfaces and areas disturbed by testing operations.
 - (5) Pay all costs of retesting when test results indicate non-compliance with Contract requirements.
- g. The Construction Manager, Subcontractor, Manufacturer, and Independent Agency Testing
 - (1) The Construction Manager shall coordinate schedule and manage all testing and inspection of equipment, systems, and installations required by the Contract and by code and local governing authority to ensure timely access and documentation.
 - (2) Provide advance notice of all tests and inspections to Architect, Authorized Commission Representative, and local governing authorities to permit attendance when required.
 - (3) The Construction Manager shall witness and shall also certify all inspections and tests that are performed.
- h. Testing and Inspection Required
 - (1) Material and equipment testing and inspection for the Contract is indicated in the appropriate sections of the Specifications

ARTICLE 15. SHOP DRAWINGS, PRODUCT DATA, RECORDS, AND SAMPLES

SECTION 15.01 Documents at the Site

 The Construction Manager must keep one complete set of the Contract Documents, including all Drawings, specifications, and submittals, at the Site, in good order and available to the Commission, Architect and the Authorized Commission Representative. The Drawings, specifications and submittals must be kept up to date by replacing obsolete sheets with revised sheets as they are issued.

2. Site Documentation Requirements

- a. The Construction Manager must at Site, maintain one (1) current, updated copy of the following documents:
 - (1) Issued for construction drawings, including separate 3-ring binder for supplemental details
 - (2) Specifications
 - (3) Written interpretations and supplemental instructions
 - (4) Addenda
 - (5) Reviewed, approved shop drawings, samples, and product data
 - (6) Certifications
 - (7) Field test records
 - (8) All permits for construction
 - (9) Correspondence file(s)
 - (10) A full set of updated "as-built" drawings
- b. The Construction Manager must store documents in field office apart from documents used for field construction.
- c. The Construction Manager must provide files and racks for document storage.
- d. The Construction Manager must file documents in format in accordance with division numbering indicated in Specifications table of contents.
- The Construction Manager must maintain documents in clean, dry legible conditions.
- f. The Construction Manager must not use the documents in the field.
- g. The Construction Manager must provide access to documents at all times for inspection by Architect and Authorized Commission Representative.
- h. The Construction Manager must keep Record Documents current. Make documents available for inspection at all times and as part of monthly progress/payment meeting.
- i. The Construction Manager must not permanently conceal any Work until specified information has been recorded.
- j. Legibly mark reproducible drawings to record manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- k. The Construction Manager must at completion of Contract, deliver record "as-built" drawings to the Architect for review.
- I. The Construction Manager must accompany submittal with transmittal letter containing date, Project name, Contract number, location, title, and name of each record document.

m. The Construction Manager shall sign all Project Record Documents to certify that all documents submitted have been reviewed for accuracy and completeness.

SECTION 15.02 The Construction Manager's Responsibilities and Submittal Procedures

- 1. Shop drawings, product data, Digital Video 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 Construction Manager.
 - Definitions
 - (1) Shop Drawings include:
 - Drawings, diagrams, schedules, and other data specially prepared for the work on this Project by the Construction Manager, Subcontractor, sub-Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
 - ii. Shop or plant inspection and test reports, when made on specific materials, products, or systems to be used in the Work.
 - a) Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Construction Manager to illustrate materials or equipment for some portion of the Work. The data shall be supported by sufficient descriptive material, such as catalog cuts, diagrams, and other data published by the manufacturer, as well as by evidence of compliance with performance standards, to demonstrate conformance to the Specification requirements. Catalog numbers alone are not acceptable. The data shall include, but shall not be limited to, the name and address of the nearest service and maintenance organization that regularly stocks repair parts. Partial lists shall not be reviewed, unless otherwise noted. Review of materials and equipment is tentative, subject to submission of complete shop drawings indicating compliance with the Contract Documents.
 - b) Samples: Physical samples which illustrate materials, equipment, or workmanship and establish the visual standards by which the work shall be judged. Samples will be reviewed for color and appearance only. Compliance with all other requirements will be the exclusive responsibility of the Construction Manager.
 - c) Design Data: Calculations compiled by an engineer or other licensed professional registered in the State where the Project is located, for the Construction Manager to document the performance characteristics of a building system or building component.
 - d) Test Reports and Concrete Mix Designs: Reports of test procedures carried out by an approved licensed testing laboratory, manufacturer, supplier, or distributor to verify that materials and equipment used in the work comply with the Contract Documents.
 - e) Informational Submittals: Submittals identified in the Contract Documents are to be submitted for information only.
- 2. The Construction Manager must submit to the Authorized Commission Representative such shop drawings, product data, Digital Video and samples required for the Work involved under this Contract for review by the Architect in accordance with the schedule including all submittals as described in individual technical specification sections. The Construction Manager must submit the following as informational submittals:
 - a. Certificates
 - b. Coordination Drawings
 - c. Reports
 - d. Qualifications Statements for Manufacturers/installers
 - e. Submittals for which procedures are not defined elsewhere
- 3. The Schedule must include proposed submittal dates. The dates listed in the schedule must allow sufficient time for review

and processing by the Architect and re-submittal, if necessary, of the shop drawings or other data before the Work represented by shop drawings and samples is needed by the Construction Manager to complete its performance under this Contract. No extensions of time will be granted to the Construction Manager because of its failure to have shop drawings, digital video, samples, and product data submitted in time to allow for review, re-submittal, and final review. The Construction Manager must also submit a separate schedule (in table format), in addition to the Target Schedule, identifying all submittal dates to the Authorized Commission Representative for review and approval.

- 4. The Construction Manager must prepare and submit proper shop drawings, Digital Video, samples, and product data in accordance with its contractual obligations. By submitting shop drawings, digital video, product data, and samples, the Construction Manager represents that it has determined and verified all materials, field measurements, field conditions, and quantities and that it has checked and coordinated the information contained within each submittal, including its Subcontractors' submittals, with the requirements of the Work and of the Contract Documents.
- 5. All shop drawings, Digital Video, product data, and samples must be dated and stamped by the Construction Manager and indicate that the submittal has been reviewed and checked by the Construction Manager prior to submittal and found to be in conformance with the Contract Documents. All submittals will be transmitted to the Authorized Commission Representative. The Construction Manager must clearly identify each shop drawing, Digital Video, product data, and sample in accordance with the following for purposes of identification and record:

SUBMITTAL IDENTIFICATION

Name of Project:		
Name of Architect:		
Contract Name and Numl	ber:	
Date of Submittal:		
Re-submittal Number:		
Identification of Deviation	s from Contract Documents:	
	ge, and Paragraph No. and/or Drawing No.:	_
Type of Material and Mar	nufacture:	
		_
Applicable Standards suc	ch as ASTM numbers:	
CHECKED AND SUBMIT	ITED IN ACCORDANCE WITH DRAWINGS AND SPECIFICATION.	
Construction Manager:		
Rv.	Date:	

- 6. Shop drawings must be submitted with accurate dimensions. The shop drawings must represent the actual manner in which the Work is manufactured and installed, and the relation of the Work installed to that of other trades, clearances, and all other pertinent data. Dimensions must be expressed in feet and inches. Designs prepared in the metric system may be submitted with metric units, but the equivalent English units must also be shown. All weights and dimensions must be certified prior to submission for review.
- 7. The Architect's review and acceptance of shop drawings does not relieve the Construction Manager from its standard of care for the performance of the Work. The Construction Manager must submit all shop drawings, Digital Video, samples and product data to the Authorized Commission Representative for review by the Architect with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted. The Construction Manager must coordinate Submittals into logical groups or sets to facilitate review of related items.
- 8. Any Submittal that, in the opinion of the Architect, is not complete and in proper form will be returned to the Construction Manager without review. The Construction Manager must not submit duplicates or reproductions of any Contract Documents issued by the Commission as shop drawings.
- 9. The Construction Manager must provide each Submittal in the following quantities unless a greater or lesser number is specified elsewhere in the Contract Documents, or is agreed to or required by the Commission:
 - a. Shop Drawings: Submit one (1) digital copy, via the Commission's OCDM, and three (3) hard copies on sheets at least 24" by 36" in size, or as otherwise directed by the Commission. (Prints must be collated into sets).
 - (1) Shop Drawing Content: The Construction Manager must include the following information:

- i. Dimensions, at accurate scale
- ii. All field measurements that have been taken, at accurate scale
- iii. Names of specific products and materials used
- iv. Details, identified by contract document sheet and detail numbers
- v. Show compliance with the specific standards referenced
- vi. Wiring Diagrams: Accompany shop drawings with specific wiring diagrams and instructions on equipment controls or devices which are to be furnished. The diagrams and instructions shall not be of a general nature, but shall be modified to be specific to this Project. Include identical diagrams and instructions for the installation of the equipment and identical diagrams in the operation and maintenance manuals. Wiring diagrams shall indicate interconnection between pieces of electrical equipment.
- vii. Coordination requirements; show relationship to adjacent or critical work
- viii. Name of preparing firm.
- (2) Shop Drawing Preparation:
 - i. Reproductions of Contract Documents are not acceptable as shop drawings
 - ii. Copies of standard printed documents are not acceptable as shop drawings
 - iii. Identify as indicated for all submittals
 - iv. Space for Architect's action marking shall be adjacent to the title block
- b. Product data: Submit one (1) digital copy of product data via the Commission's OCDM.
 - The Construction Manager must submit all product data submittals for each system or unit of Work as one (1) submittal.
 - (2) When product data submittals are prepared specifically for this Project (in the absence of standard printed information) the Construction Manager must submit such information as shop drawings and not as product data submittals.
 - (3) Content Requirements for the Construction Manager:
 - i. Submit manufacturer's standard printed data sheets.
 - ii. Identify the particular product being submitted; submit only pertinent pages.
 - ii. Show compliance with properties specified.
 - iv. Identify which options and accessories are applicable.
 - v. Include recommendations for application and use.
 - vi. Show compliance with the specific standards referenced.
 - vii. Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
 - viii. Identify dimensions which have been verified by field measurement.
 - ix. Show special coordination requirements for the product.
 - x. Cross out information which is not applicable to the Work.

- xi. Supplement product data to provide additional information which is applicable to the Work.
- xii. Show dimensions and clearances required.
- xiii. Submittal data shall include, but shall not be limited to, the following:
 - a) A list of qualification, departure, or deviation from the requirements of the Contract Documents.
 - Shipping and operating weights, including, but not limited to, the support points and weight per point.
 - Installation data consisting of dimensions, setting details, vibration isolation, number of components or sub-assemblies, erection instructions, and anchoring methods and locations.
 - d) Performance data consisting of specific design capabilities at the specified design conditions.
 - e) Detailed piping, wiring, and instrumentation diagrams.
 - f) Warranty period (months), start-up service (worker days), and time period (worker days) for instructing the Commission's personnel in operation and maintenance.
 - g) Manufacturer and model number of motor along with electrical and mechanical control accessories furnished with the equipment.
- c. Samples: Submit four (4) samples.
 - (1) Provide samples that are the same as proposed product.
 - (2) Where selection is required, provide full set of all options.
 - (3) Where products are to match a sample prepared by other entities, prepare sample to match.
 - (4) Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include, but shall not be limited to, partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - i. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:
 - a) Generic description of the sample
 - b) Sample source
 - c) Product name or name of manufacturer
 - d) Compliance with recognized and specified standards.
 - ii. Submit samples for review of kind, color, pattern, and texture for a comparison of characteristics between the final submittal and the actual component as delivered and installed. Where a perceivable range is accepted by the Architect, members installed that are abutting or within six inches of each other in the final construction shall not vary by more than half (½) the accepted range.
 - iii. Refer to other Specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - iv. Refer to other sections for samples to be returned to the Construction Manager for incorporation in the Work. Such samples shall be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
 - (5) Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices,

submit a full set of choices for the material or product.

- (6) Preparation, Requirements for the Construction Manager:
 - i. Attach a description to each sample.
 - ii. Attach name of manufacturer or source to each sample.
 - iii. Where compliance with specified properties is required, attach documentation showing compliance.
 - iv. Where there are limitations in availability, delivery, other similar characteristics, attach description of such limitations.
 - v. Where samples are specified to be returned for installation in the Work, indicate such requirement on transmittal form.
 - vi. Where selection is required, the first submittal may be a single set of all options; after return of submittal with selection indicated, submit standard number of sets of selected item.
- (7) Keep final sample set(s) at the Site, available for use during progress of the Work.
- d. Digital Video: Submit one (1) digital video.
- e. Unless otherwise requested on the transmittal, copies in excess of the number requested will not be returned.
- f. Authorized Commission Representative, Architect and the Construction Manager shall establish the number of copies of various submittals to be returned and other protocols for review of submittals.
- 10. Prior to submitting shop drawings, product data, Digital Video, or samples, the Construction Manager must notify the Authorized 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, the Construction Manager will not receive a time extension for any delay caused by the deviations in the submittal.
- 11. The Construction Manager must coordinate submittals and activities that must be performed in sequence, so that the Architect has enough information to properly review the submittals.
- 12. The Construction Manager must provide complete submittals for each separate and definable system or subsystem and shall include the items necessary to define and explain the system or subsystem, including, but not limited to, its performance and installation. Such items shall consist of product data, materials lists, shop drawings, samples, design data, test reports, and certificates as required by the Specifications. Combine the submittal items for each system or subsystem and submit them together as a single submittal. Similarly, where the work of multiple trades or Subcontractors must be coordinated or the work is otherwise related, the Construction Manager must submit all related submittals together to allow for simultaneous review.
- 13. The Construction Manager must coordinate submittals of different types for the same product or system so that the Architect has enough information to properly review each submittal.
- 14. The Construction Manager shall prepare a schedule of all required submittals and submit to the Authorized Commission Representative in accordance with Article 10 before any materials, equipment, or fixtures are purchased. An updated schedule that identifies the submittals for the next thirty (30) Days shall be issued at each monthly progress and payment review meeting.
 - a. Include all submittals required by the Contract Documents.
 - b. Organize the schedule by the applicable Contract Document section number.
 - c. Indicate the submittal date scheduled for each required submittal.
 - d. Indicate the type of each submittal (i.e., schedule, shop drawing, product data, samples, etc.)
 - e. Indicate which submittals required by separate provisions of the Contract Documents are to be submitted and reviewed

simultaneously because they describe related work.

- 15. The Construction Manager must transmit each submittal at or before the time indicated on the approved schedule of submittals.
- 16. The Construction Manager must deliver each submittal requiring approval in time to allow for adequate review and processing time, including resubmittals if necessary. Schedule shall allow for one resubmittal for each item submitted. Failure of the Construction Manager in this respect will not be considered as grounds for an extension of the time for performance of the Contract.
- 17. The Construction Manager must deliver each informational submittal prior to start of the Work involved, unless the submittals is of a type which cannot be prepared until after commencement of the Work. In such a case, submit promptly.
- 18. If a submittal must be processed within a certain time in order to maintain the progress of the Work, the Construction Manager must state so clearly on the submittal.
- 19. The Construction Manager must allow a minimum of fourteen (14) Days for the first processing of each submittal. Allow more time when submittals must be coordinated with later submittals.
- 20. The Construction Manager must allow a minimum of seven (7) Days for processing of resubmittals.
- 21. If a submittal must be delayed for coordination with other submittals not yet submitted, the Architect may at its option either return the submittal with no action or notify the Construction Manager of the other submittals which must be received before the submittal can be reviewed.
- 22. Submittals will be accepted from the Construction Manager only. Submittals received from other entities will be returned without review or action.
- 23. Submittals received without a transmittal form will be returned without review or action.
- 24. The Construction Manager must fill out a separate transmittal form for each submittal and include other relevant information and Requests for Additional Information relevant to submittal.

SECTION 15.03 Review by the Architect

- Submittals will be reviewed by the Architect for compliance with the Contract Documents. In reviewing the Submittal, the Architect will not verify dimensions and field conditions. Any such review does not relieve the Construction Manager, 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 Construction Manager 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. Final determination of the responsibilities contained within this section will be made by the Commission.
- The Construction Manager 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 Construction Manager 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 Construction Manager may proceed with the Work for that Submittal if the Construction Manager 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 Construction Manager must resubmit in accordance with the reviewer's comments

and/or corrections. Submittal marked in this manner must not be released for fabrication, delivery, or construction.

- d. "Rejected" means the submittal does not meet the requirements set out in the Contract Documents. The Construction Manager must resubmit in accordance with the Contract Documents and any corrections and/or comments made regarding the Submittal by the reviewer. Submittals marked in this manner shall not be released for fabrication, delivery, or construction.
- e. "Retain for Records" means the submittals are being retained for informational purposes only or were submitted to comply with an administrative requirement of the contract.
- 4. If the Submittal requires revision, the Construction Manager must notify the Authorized 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 Authorized Commission Representative for the review of the Architect to maintain the approved CPM schedule, but in no event more than seven (7) Days after receipt of the Architect's comments in accordance with Article 15.
- 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 Construction Manager.
- 7. Submission and Review of Samples: If a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials must be furnished by the Construction Manager to indicate the full range of such characteristics which will be present in the finished products. Any products delivered or erected without submittal and review of full range Samples will be subject to rejection. Each tag or sticker will have clear space for the stamps of the Construction Manager and Architect. Notice of the result of the review will be provided to the Construction Manager 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.
 - 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 Construction Manager.
 - b. Distribution, Requirements for the Construction Manager:
 - (1) Distribute returned submittals to all Subcontractors involved in Work covered by the submittal.
 - (2) Make extra copies for operation and maintenance data submittals, as required.
 - (3) Make one (1) copy for Record Documents.
 - (4) Record distribution on transmittal form with copy to Architect.
 - (5) Submit three (3) copies of all submittals to Architect as part of the distribution, or as required by the Commission.
 - Electronically upload all project documents and submittals to the Commission's OCDM.
 - d. Proposing Substitution. In the event the Construction Manager is proposing a substitution, the Construction Manager must submit the completed "Form for Proposing Substitution". Refer to Exhibit D Form for Proposing Substitution.

SECTION 15.04 As-Built Drawings

- 1. As the Work progresses, the Construction Manager and the Subcontractor for each trade or division of Work, under the direction of the Construction Manager, 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. The Construction Manager must neatly and correctly record changes, daily, on full-size, hard copy prints of the Contract Drawings. This record set of Contract Drawings must be kept at the Site for inspection by the Commission.
- 3. Upon completion of the Work, the Construction Manager will submit a final set of full-size prints and editable AUTOCAD files to the Authorized Commission Representative for the Architect's review and acceptance.
- 4. At the time as-built drawings are delivered to the Commission, the Construction Manager and each Subcontractor will certify, in writing, that the as-built drawings are complete and accurate. The Construction Manager may obtain original drawings from the Architect at the Construction Manager's own expense for this purpose.

SECTION 15.05 Record Shop Drawings and Product Data

- 1. As the Work progresses, the Construction Manager 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 Construction Manager must furnish record shop drawings in a form and quantity acceptable to the Commission. Record shop drawings must be submitted for all items reviewed as shop drawings. Record shop drawings must be provided in an editable electronic AUTOCAD files and hard copy as directed by the Commission. Unless otherwise specified, record shop drawings must be submitted on the same size sheets as the Contract Document Drawings and include an index of all items.
- 2. Unless otherwise specified, the Construction Manager must furnish four (4) record copies of product data loose-leaf binders. Loose-leaf binders must be subdivided by submittal numbers and must contain an index of all items unless otherwise specified.

SECTION 15.06 Instructions, Parts List, Operation and Maintenance Manuals, and Warranties

- 1. The Construction Manager 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 Construction Manager for the equipment under the guarantee.
- 2. The Construction Manager must submit operating instructions for each major component of equipment in accordance with the specifications. Proposed instructions must be submitted to the Authorized Commission Representative for the Commission's review and acceptance in the amount provided for in the specifications. Upon acceptance, the Construction Manager must post applicable instructions as required by the specifications or as otherwise directed by the Commission.
- 3. The Construction Manager must submit to the Authorized Commission Representative any and all maintenance data prepared by the manufacturer of each major component of equipment and its controls in accordance with the specifications. Data must include at least the following information: complete parts list; itemized lists of common purchase items of materials (e.g., bearing, packing, connectors, sealing devices, and other standard items) indicated by their standard trade designation; recommended routine and inspection maintenance, including testing recommendations to evaluate efficiency of performance; lists of special tools and gauges, lubricating instructions, and recommended spare parts; tolerance and clearances required for maintenance; and trouble-shooting guides prepared in a simple format to indicate complaint or problem, probable cause, and remedy. The proposed maintenance data must be submitted to the Authorized Commission Representative for the Commission's review and acceptance in the quantity provided for in the specifications.
 - a. Operations and Maintenance Manual
 - (1) Manual to Include:
 - List of all manufacturer's standard product and equipment data of same type and content furnished to manufacturer's own service personnel.
 - ii. Summary list of operating and maintenance data submittals as required by Specifications for inclusion in Final Completion and Acceptance documentation.
 - Submittal Requirements

- (1) Assemble operating and maintenance data, properly assembled by each of the respective manufacturers, Subcontractors, and suppliers.
- (2) Submit four (4) original hard copies of each item as part of the Record Documents submittal at Final Completion and Acceptance bound in a separate manual to Architect for review and transmittal to the Commission.
- (3) Submit one (1) hard copy prior to Final Acceptance. Obtain approval of Authorized Commission Representative prior to final submittal.
- (4) Submit four (4) copies of the information in electronic format on USB flash drive at Final Completion.

c. Manual Content

- (1) The Construction Manager must include Table of Contents that identifies the following:
 - i. The Construction Manager name, address, and telephone number.
 - ii. List of each product specified to be included.
 - iii. List to accompany each product that includes the name, address, and telephone number of the following:
 - a) Subcontractor
 - b) Maintenance the Construction Manager (where appropriate)
 - c) Local distributor or supplier for parts or replacement

d. Manual for Materials and Finishes

- (1) Product data shall include the following:
 - i. Catalog number, size, composition, and finish selection for each product.
 - ii. Manufacturer's recommendations for types of cleaning agents, methods, and maintenance schedule.
 - iii. Instructions for inspection, maintenance, repair, safety and emergencies.
 - iv. Material Safety Data sheets for materials, as directed by Authorized Commission Representative.
 - v. Manufacturer's statement of compliance with EPA and OSHA, Guidelines for VOC content limits for each material
 - vi. Clear identification of all specific product or parts installed
 - vii. Clear identification of data applicable to specific installation(s)
 - viii. Delete references to inappropriate products, parts, options, and installation
 - ix. Supplemental coordination drawings that clearly illustrate relationship of component parts of equipment and systems, as well as, control, flow, and wiring diagrams
 - x. Copy of each warranty, bond, and service contract issued
 - Information for re-ordering product
 - xii. Procedures to be followed in the event of equipment failure

e. Submittals Required

- (1) Items requiring operating and maintenance data are indicated in the appropriate sections of the Specifications.
- 4. The Construction Manager must submit all applicable manufacturers' warranties as described in Section 13.10 "Guarantees and Warranties" and as provided below.
 - a. Warranty Manual Contents. List of all extended warranties (beyond one (1) year) for all materials, equipment, and labor to be provided by the Construction Manager as part of the Work.
 - b. Submittal Requirements
 - (1) Assemble warranties, properly executed by each of the respective manufacturers, Subcontractors, and suppliers.
 - (2) Submit three (3) original signed copies of each item as part of the Record Document submittal at Final Completion and Acceptance bound in a separate manual to Architect for review and transmittal to the Commission.
 - (3) Manual shall include a typed Table of Contents that identifies the following:
 - i. Product or work item
 - ii. The Construction Manager's name (including principal's name), address, and telephone number
 - iii. Manufacturer and distributor's names (including principal's name), address, and telephone number
 - iv. Commencement date of warranty
 - v. Duration of warranty
 - vi. Procedure for the Commission's or User's personnel to follow in the event of product or equipment failure
 - c. Form of Submittals
 - (1) Prepare a single packet in 8 1/2" x 11" format. Sheets larger than this format shall be folded.
 - (2) Identify packet with typed title, "Warranties", Project name, location, date, Contract number and Construction Manager's name.
 - (3) Submit the information in electronic format on USB Drive.
 - d. Submittals Required. Items or assemblies for which warranties are required are indicated in the appropriate sections of the Specifications.

SECTION 15.07 Record Documents

- 1. At Substantial Completion of the Work, the Construction Manager must deliver to the Commission and the User Agency, in suitable transfer cases clearly marked "Record Documents," the following: all as-built drawings; record shop drawings; Digital Video; product data; instructions; parts list, and operations and maintenance manuals; warranties; training and demonstration log; attic stock material log. The Record Documents shall be arranged in proper order and indexed in accordance with the Contract Documents. The submission of all Record Documents is a prerequisite to reduction of retention from 3% to 1% under Book 2, Section 16.08, "Release of Retainage."
- Project Record Documents Requirements. Submit after Substantial Completion, but prior to Final Completion and Acceptance.
 - (1) Record Drawings: Submit a printed full set and editable AUTOCAD files.
 - i. Submit original reproducible marked in red ink to indicate as-built condition.
 - ii. Submit four (4) additional print copy sets.
 - iii. Sets shall include all Drawings, whether changed or not.

- iv. After Architect's review, submit.
- (2) Other Record Documents: Submit originals or good quality photocopies.
- 3. Maintenance of Project Record Documents
 - a. Do not use Record Drawings of any type for construction purposes.
 - b. Maintain complete set of current hard copy Record Drawings in a secure location at the Site while providing for access by the Construction Manager, the Authorized Commission Representative and the Architect during normal working hours. Store Record Drawings in a fire-resistive room or container outside of normal working hours.
 - c. Record information immediately after it is obtained on the record document transparencies for incorporation on the final Record Drawings as soon as possible.
 - d. Assign a person or persons responsible for maintaining Record Drawings.
 - e. Record the following types of information on all applicable Record Drawings:
 - (1) Dimensional changes
 - (2) New and revised details
 - (3) Depths of foundations
 - (4) Locations and depths of underground utilities
 - (5) Actual routings of piping and conduits
 - (6) Revisions to electrical circuits
 - (7) Actual equipment locations
 - (8) Sizes and routings of ducts
 - (9) Locations of utilities concealed in construction
 - (10) Particulars on concealed products which will not be easy to identify later
 - (11) Changes made by modifications to the Contract; note identification numbers if applicable
 - (12) New information which may be useful to the Commission or User, but which was not shown in either the Contract Documents or submittals

4. Record Drawings

- a. Maintain a complete set of Contract Documents at the Construction Manager's Field Office.
- Where the actual Work differs from that shown on the Drawings, update this set to show the actual Work.
 - (1) Identify location of concealed items before they are covered by other Work.
 - (2) Update either Record Drawings or shop drawings, whichever are best suited to show the change.
 - (3) Where changes are marked on record shop drawings, include cross-reference on the applicable Record Drawing.
- c. When the Construction Manager is required by a provision of a Change Order to prepare a new drawing rather than to revise existing drawings, obtain instructions from the Architect as to the drawing scale, media, format, and information required.

- Review completed Record Drawing set with the Architect.
- e. Upon authorization by the Architect, prepare a full set of transparencies of final Record Drawings with all record changes marked. The Construction Manager may, at its option and expense, arrange for the Architect to prepare the final Record Drawings.
- f. The Architect will furnish original Drawings to the printer being used by the Architect for project reproduction. The Construction Manager will arrange for reproduction and payment for the record transparencies directly with the printing company.
- g. If available, the Architect will furnish an electronic copy of the original Drawings to the Construction Manager upon request. The Construction Manager will reimburse the Architect at actual cost. These computerized Drawing files shall be used solely for the purpose of maintaining Record Documents for submission as part of the final completion documentation.
- Where Record Drawings are also required as part of operation and maintenance data submittals, make copies from the original record Drawings.

5. Record Specifications

- Maintain a complete copy of the Specifications, marked to show changes.
- Where the actual Work differs from that shown in the Specifications, mark the record copy to show the actual Work.
 - (1) Include a copy of each addendum and modification to the Contract.
 - (2) In addition to the types of information required on all Record Documents, record the following types of information:
 - i. Production options taken when the specification allows more than one (1)
 - ii. Product substitutions
 - iii. Proprietary name and model number of actual products furnished for each product, material, and item of equipment specified.
 - iv. Name of the supplier and installer for each product for which neither a product data submittal nor a maintenance data submittal was specified.

6. Record Submittals

- The Construction Manager must maintain a complete set of all Submittals made during construction, marked to show changes.
 - (1) Maintain Submittals in tabbed binders, labeled to show contents, with dividers by each CSI division. Submittals with each CSI division shall be in order by specification section.
 - (2) Sort Submittals by applicable specification section and file in order of submittal identification number.
- Record Shop Drawings: Record the types of information specified for all Record Documents separately, or as directed by the Commission.
 - (1) Mark changes on record shop drawings only when Record Drawing would not be capable of showing the change clearly or completely.
 - (2) Mark changes in manner specified for Record Drawings.

7. Transmittal to the Commission

a. The Construction Manager must collect, organize, label, and package ready for reference.

- (1) Provide tabbed binders for submittals.
- (2) Provide drawings in protective covers.
- (3) Bind print sets with durable paper covers.
- (4) Label each document (and each sheet of drawings) with " This document has been prepared using information furnished by ______" (insert Construction Manager's name), and the date of preparation, or as directed by the Commission.
- The Construction Manager must submit to the Architect for transmittal to the Commission, unless otherwise indicated.

SECTION 15.08 Project Account Records

1. Project data and records

- a. The Construction Manager 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 Construction Manager also must furnish the Commission with certified copies of its payrolls in accordance with Book 2, Section 16.02 "Payment Applications."
- b. The Construction Manager 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 Construction Manager must, on request, furnish the Commission with copies of delivery tickets and invoices covering the expenditures on the Contract.

2. Audits

- a. The Construction Manager must furnish to the Authorized Commission Representative such information as may be requested relative to the progress, execution, and cost of the Work. Beginning at Contract Award, the Construction Manager must maintain complete records showing actual time devoted and costs incurred. The Construction Manager 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 Construction Manager in connection with the Work, whether in hard copy, digital or other electronic form, must be open to inspection and audit by authorized representatives of the Commission. The Construction Manager 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 Construction Manager must reimburse the Commission for the costs of such audits if the audit demonstrates that the Construction Manager overstated the amount due on any invoice by two percent (2%) or more. This is in addition to the Construction Manager's obligation to reimburse the Commission for any overstated amount that might have been paid to Construction Manager. The Commission has a right to offset any overstated amount from the next payment due or to become due to the Construction Manager.
- d. The Construction Manager shall include a clause in the subcontracts requiring Subcontractors to preserve and make accessible to Owner, under the same terms required of the Construction Manager, all documents specified in this Section for the Record Keeping Period.

3. Confidentiality

a. All of the reports, information, or data prepared or assembled by or provided to the Construction Manager under this

Contract are confidential. The Construction Manager agrees that, except as specifically authorized herein or as may be required by law, it will not make available said reports, information, or data to any other individual or organization without the prior approval of the Commission. This requirement will survive expiration or termination of this Contract.

ARTICLE 16. PAYMENTS

SECTION 16.01 INTENTIONALLY OMITTED

SECTION 16.02 Payment Applications

- 1. It is the duty of the Construction Manager to effectively manage the payment application process and all related paperwork. The Construction Manager is responsible to the Commission for securing and delivering all paperwork required by the Contract to be submitted for payment, including Subcontractor, consultant and material supplier lien waivers, certified payrolls, and all other required documents.
- 2. The Commission will require the Construction Manager to utilize the Commission's on-line collaboration and document management system (the "System") for the submission of the Construction Manager's monthly payment applications, including supporting Subcontractor documentation. The Construction Manager shall be responsible for implementation and use of the System for purposes of submitting its payment applications, including, without limitation, providing appropriate computer, network and information management systems and equipment for its personnel to access the System, training of the Construction Manager's personnel on the System and the applicable the Construction Manager Payment Application business process.
- 3. Failure of the Construction Manager to promptly submit its payment applications to the Commission in proper and complete form will constitute a material breach of this Contract, and constitute cause for termination. No payment application will include payment for Work for which the Construction Manager has not been billed by the applicable Subcontractor, material supplier, service provider or consultant.
- 4. The Construction Manager will submit payment applications in such a manner so as not to delay payment to any Subcontractor, material supplier, consultant or service provider whose billing and lien waiver paperwork is complete.

5. Schedule of Values

- a. No later than fourteen (14) Days after the Notice to Proceed, the Construction Manager will submit to the Authorized Commission Representative a Schedule of Values showing values of the Work to be performed by it and its Subcontractors containing such supporting details or other evidence as to its correctness as the Authorized Commission Representative may require. The Schedule of Values will list the value for each construction activity broken down by materials and labor. When approved by the Authorized Commission Representative, the Schedule of Values will be used as a basis for certificates of payment unless it is found to be in error. The Schedule of Values should be in a format compatible with the Construction Manager's Sworn Statement and Affidavit (included as an Exhibit to this Book 2) and include the following: Project Name, Contract Number, Architect's Name, Commission's Name, the Construction Manager's Name and Address, and Date of Submittal
- b. The Schedule of Values must break costs down into the line items which will be used on the Construction Manager Payment Applications. The Construction Manager shall:
 - (1) Coordinate line items in the Schedule of Values with portions of the Contract Documents which identify units or subdivisions of Work: provide cross referencing if necessary to clarify
 - (2) Divide major subcontracts into individual cost items
 - (3) Where applications for payment are likely to include products purchased or fabricated but not yet installed, provide individual line items for material cost, installation cost, and other applicable phases of completion.
 - (4) Show the following as separate line items:
 - i. Material testing
 - ii. Operations and maintenance data

- iii. Project Record Documents
- iv. Bond and insurance premiums
- v. Permit costs
- vi. Overhead and profit
- vii. Include the following information for each line item:
 - a) Item name
 - b) Applicable specification section
 - c) Dollar value, rounded to the nearest whole dollar (with the total equal to the Contract Price)
 - d) Proportion of the Contract Price represented by this item, to the nearest one-hundredth percent (with the total adjusted to one hundred percent (100%))
- viii. Provide the following supporting data for each line item:
 - a) Subcontractor's name
 - b) Manufacturer or fabricator's name
- c. The Authorized Commission Representative shall review the Schedule of Values. Should the Authorized Commission Representative notify the Construction Manager that the Schedule of Values is not satisfactory, the Construction Manager shall revise and resubmit the Schedule of Values until it is approved.
- d. After approval of the Schedule of Values, the Construction Manager may request revisions to the Schedule of Values. It is within the sole discretion of the Authorized Commission Representative whether to approve the revisions requested.
- 6. Multiple Locations (if applicable)
 - a. The Work may be performed at multiple locations. Separate, independent Payment Applications will be submitted for each location. Retainage, Substantial Completion of the Work and Final Completion and Acceptance of the Work will be evaluated separately for each separate phase or location.

7. Target Date Requirements

a. The Commission will assign an invoice target date to the Construction Manager at the Pre-Construction Meeting. Not later than five (5) Days prior to the invoice target date, the Construction Manager will submit to the Authorized Commission Representative a pencil copy of the application for payment for Work completed through the end of the prior month and the monthly progress report required by Book 2. The Construction Manager shall follow the directions provided by the Commission regarding submission of the Construction Manager's monthly payment applications. When submitting the Construction Manager's monthly payment applications and supporting documentation electronically pursuant to appropriate protocols developed by the Commission and the Construction Manager for the submission of the Construction Manager's monthly payment application. Not later than three (3) Days prior to the invoice target date, the pencil copy will be reviewed for approval of value of the Work completed at the payment review meeting with the Architect and Authorized Commission Representative. Calculation of the value of Work completed will be made by summarizing the individual values of Work completed as such completion is reported in the monthly progress report reviewed by the Architect for the approval of the Commission. Submission of the monthly progress report five (5) Days prior to the payment review meeting will be a condition precedent to the approval of the payment application. The pencil copy of the Payment Application will not project completion of Work as determined by the Authorized Commission Representative.

8. Payment Application Procedures

a. On the invoice target date of each month, the Construction Manager will submit to the Authorized Commission Representative an application for partial payment including a notarized affidavit stating that it has complied with the

requirements of this Section. The Application for Payment shall be submitted using such forms and in the order as directed by the Authorized Commission Representative and shall conform to the following requirements, without limitation. The submission shall be one (1) original hard copy to the Authorized Commission Representative and at the same time submission electronically through the Commission's OCDM. The form for the Application and Certification for Payment is attached as Article 25, Exhibit A. The Construction Manager must also provide a Construction Manager's Sworn Statement and Affidavit for Partial Payment, attached as Article 25, Exhibit B. The affidavit must be supported by receipts or receipted vouchers, and lien waivers, evidencing payments for such materials, services, labor, and payments to First-tier Subcontractors and all Minority-owned business enterprises or Women-owned business enterprises who are providing labor or material to the Project, together with a waiver of lien covering the amount for which the current payment is being requested and such other evidence of the Construction Manager's right to payment as the Authorized Commission Representative may direct. A sample of the Construction Manager's Waiver of Lien for Partial (or Progress) Payment is attached as Article 25, Exhibit C and the Subcontractor's Waiver of Lien To Date Affidavit is attached as Article 25, Exhibit D. The application for partial payment will conform to approvals made by the Authorized Commission Representative at the payment review meeting. Article 25, Project Forms, contains the various forms used for payment applications.

- b. Contract amounts are to include only those Change Orders that have been approved by the Commission as of the close of the current payment period. Payment Applications will be returned for revision if unapproved Change Orders are billed.
- c. All Change Orders must be allocated to the affected line items on the sworn statement. Payment Applications will be returned for revision if the total Change Order is added as a new line item on the sworn statement.
- d. All amounts reported on the MBE/WBE documents must agree with the corresponding line items on the sworn statement. Submit MBE/WBE participation summary with each application for payment which identifies participation as a percentage of subcontracts.
- e. Within forty-five (45) Days after accepting the Application for Payment, the Owner shall pay directly to the Construction Manager the appropriate, undisputed amount for which Application for Payment is made. The Construction Manager shall not be entitled to any late fees or other penalties.
- f. The Construction Manager hereby acknowledges that the Owner's expenditures must align with the Owner's fiscal year, which begins on December 1 and ends on November 30. Further, the Construction Manager hereby acknowledges that the last day to issue an Application for Payment in the fiscal year is November 30th, and that all active Applications for Payment from the prior fiscal year will be cancelled on January 15th. The cutoff date for the Owner's Department of Capital Planning and Policy to enter invoices against an active Application for Payment from the prior fiscal year is December 31st for services rendered up until and through November 30th. The Construction Manager is to provide all Applications for Payment from the prior fiscal year by the third Monday in the month of December to the Owner's Representative. Accordingly, the Construction Manager will work with the Owner's Representative to ensure that all Applications for Payment at the end of the fiscal year are received in time for the payment to be rendered as of December 31 for services rendered up to and through November 30.
- g. All invoices submitted by the Construction Manager shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All contracts for services that are procured as "sole source" must also contain a provision requiring the Construction Manager to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Construction Manager as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Construction Manager shall not be entitled to invoice the Owner for any late fees or other penalties.

9. Certified Payrolls

a. Certified payrolls for the Payment period are to be submitted by the Construction Manager and all Subcontractors working on the Site to the Commission every week. The Commission may elect to utilize a web-based method for electronic submittal of certified payrolls. In the event that the Commission elects to utilize electronic submittal, the Construction Manager shall follow the directions provided by the Commission and submit its certified payrolls electronically, as a replacement for the three hard copy submittals. All payrolls must be identified with the Construction Manager or

Subcontractor's name and Contract name and number, and must be sequentially numbered. The payroll will be submitted by the Construction Manager and Subcontractor until all Work by that the Construction Manager or Subcontractor is completed. If there are periods of no Work by the Construction Manager or a Subcontractor, a payroll labeled "NO WORK" will be submitted. The final payroll will be labeled "FINAL." Certified payrolls are required to assure EEO compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the Commission. An employee's address should appear every time his/her name appears on the payroll. The Construction Manager 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 the Construction Manager and each Subcontractor, reflecting fully the periods of Work covered by the partial payment request.

- b. The Construction Manager and each Contractor and every lower-tier Subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the Commission.
- c. The Construction Manager, and each Contractor and Subcontractor will be given a Log On identification and password to access the Commission's web-based reporting system for electronic submittal.
- d. Use of the system shall include additional data entry of weekly payroll information including: employee identification; labor classification; total hours worked and hours worked on this project; wage and benefit rates paid in the manner specified by the Commission.
- This requirement will be "flowed down" to every lower-tier Subcontractor and material supplier required to provide labor compliance documentation.

10. Payment for Material Stored On-Site

- a. Payments for on-site stored material will be made only if the Commission specifically approves, at its sole discretion, such payments. If payments are to be made for materials and equipment not incorporated in the Work but delivered and suitably stored at the Site, such payments will be conditioned upon submission by the Construction Manager of bills of sale, waivers of lien, and other such documents and compliance with other such procedures as the Commission requires to establish its title to such materials or equipment or otherwise protect its interest, including applicable insurance and transportation to the Site.
- b. Payment of stored material on the Site will be one hundred percent (100%) of a valid invoice less applicable retainage (as described in Section 16.06) when the Construction Manager has provided the following documents:
 - (1) A paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs
 - (2) A final waiver of lien from the supplier for the total amount of the material purchased
 - (3) Inspection tickets for all the material stored

11. Payment for Material Stored Off-Site

- a. Payment for material stored off-site may be made only when specifically approved in writing by the Executive Director and/or Authorized Commission Representative, and will be one hundred percent (100%) of a valid invoice less applicable retainage (as described in Section 16.06) when the Construction Manager has provided documents and complied with the requirements listed below.
 - (1) A paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs
 - (2) A final waiver of lien from the supplier for the total amount of the material purchased
 - (3) Inspection tickets for all the material stored
 - (4) The Construction Manager must furnish the Authorized Commission Representative with a certified statement giving the exact location of the materials or equipment, and stating that:

- i. Such materials are suitably stored and maintained at a bonded, secure and environmentally appropriate location agreed upon and subject to such conditions required or established by the Commission.
- ii. The Construction Manager has complied with procedures satisfactory to the Executive Director to establish the Commission's title to such materials or otherwise protect the Commission's interest therein, including but not limited to, insurance, storage and transportation to the Site for such materials stored off-site, as the Executive Director or Authorized Commission Representative may reasonably require.
- iii. The materials, equipment, and associated fabricated components will not be diverted away from the Project.
- (5) The risk of loss will remain with the Construction Manager. The Construction Manager must provide the Authorized Commission Representative with a certificate of insurance coverage for the stored material for which payment is requested.
- (6) Simultaneously with payment for such material, the Construction Manager must prepare and execute any and all documents required to transfer title to the Commission, including, without any limitation, any Uniform Commercial Code Documentation necessary to perfect transfer of title.
- (7) All material and Work covered by payments made will thereupon become the sole property of the Commission.
- (8) The Construction Manager must pay the Commission's reasonable costs for consultants or attorneys relating to administration of the payment for material stored off Site, to verify and review required filings and documents, inspect materials, and travel. Travel costs are to be paid based upon the current Commission Travel Guidelines.
- 12. Documentation Supporting Monthly Payment Applications
 - a. For the first Payment Application, the Construction Manager must provide its own Construction Manager's Sworn Statement and Affidavit for Partial Payments (Construction Manager's Sworn Statement), as required by Section 16.02 and its Construction Manager's Waiver of Lien for Partial Payment (Construction Manager's Waiver of Lien) in support of the Payment Application. The Application and Certification for Payment is Exhibit A of this Book 2 and the Construction Manager's Waiver of Lien for Partial Payment is Exhibit C.
 - (1) The following documents are due prior to the first Application for Payment:
 - i. Schedule of Values
 - ii. List of Subcontractors, including addresses
 - iii. The Construction Manager's construction schedule as required by the Commission
 - iv. Submittal schedule
 - v. Unit price schedule (if applicable)
 - vi. Names of the Construction Manager's principal staff assigned to the Project
 - vii. Names of the Construction Manager's representatives authorized to sign invoices and waivers
 - viii. Copies of building permit and other authorizations from governing authorities
 - ix. Logistics and Mobilization Plan
 - b. For the second Payment Application, and all subsequent Payment Applications, except the final one, the Construction Manager must provide:
 - i. The Construction Manager's own Sworn Statement
 - ii. The Construction Manager's own Waiver of Lien for the current Payment Application
 - iii. Signed and notarized AIA Form G702

- a. From All:
 - First-tier Subcontractors providing labor or materials to the Project
 - Minority-owned Business Enterprises or Women-owned Business Enterprises providing labor or materials to the Project
- iv. Signed and notarized AIA Form G703
 - a. From All:
 - 3) First-tier Subcontractors providing labor or materials to the Project
 - Minority-owned Business Enterprises or Women-owned Business Enterprises providing labor or materials to the Project
- v. Final Release and Waiver of Lien for all Subcontractors who have completed Work
- vi. Final Release and Waiver of Lien for material suppliers stored off-site, if applicable
- vii. Final Release and Waiver of Lien from every entity who may be legally entitled to file a mechanic's, materialmen's, or other lien
- viii. Any applicable Change Orders
- c. For the Final Payment Application, the Construction Manager must provide:
 - i. The Construction Manager's own Sworn Statement
 - ii. Affidavit for Final Payment
 - iii. The Construction Manager's Final Release and Waiver of Lien
 - iv. Final Release and Waiver of Lien for all Subcontractors who have completed Work
 - v. Final Release and Waiver of Lien for material suppliers stored off-site, if applicable
 - vi. Final Release and Waiver of Lien from every entity who may be legally entitled to file a mechanic's, materialmen's, or other lien
 - vii. Any applicable Change Orders
- d. Prior to final payment, the Construction Manager must comply with the requirements of Section 16.08, below.
- 13. The Construction Manager must submit the final payment application and waivers no later than thirty (30) Days after the Final Acceptance of the Project. The Construction Manager's failure to do so within the required time period is an Event of Default.

SECTION 16.03 Payment for Changes

1. The Construction Manager shall be paid for Changed Work approved in accordance with Article 17 via the procedure(s) described in Section 16.02.8 b-c.

SECTION 16.04 Deductions for Uncorrected Work

1. The Commission reserves the right, in its sole discretion, to deduct the cost of damaged or non-conforming Work from the Contract Price rather than require the Construction Manager to repair or replace such damaged or non-conforming Work.

SECTION 16.05 Certificates for Payment and Direct Deposit of Funds

1. If the Construction Manager has complied with the requirements of Section 16.02, "Payment Applications," the Authorized

Commission Representative will issue to the Construction Manager a certificate for such amount as the Authorized Commission Representative determines to be properly due as agreed upon during the payment review meeting for the preceding payment period. The amount of each partial payment will be the total sum of completed Work less prior partial payments, retainage, and payments withheld in accordance with the provisions of Section 16.07 "Payments Withheld."

- No certificate issued for payment, nor payment to the Construction Manager, nor partial or entire use of the Work, nor
 occupancy of the Site by the Commission or the User will be an acceptance of any Work or materials not in accordance with
 the Contract Documents.
- 3. Any certificates for payment are for the benefit of the Commission and will not be relied upon by any other party (including any surety or Subcontractor of the Construction Manager) in any action against the Commission, the Architect, or anyone acting on behalf of either of them.
- 4. The Construction Manager may make a written request to the Authorized Commission Representative for payment of Payment Applications by direct electronic deposit to the Construction Manager's bank account. The Construction Manager will also have to follow the administrative procedures required by the Commission in order to receive payment by electronic deposit.

SECTION 16.06 Retainage

- 1. The Commission will retain ten percent (10%) from the invoice sums approved and due the Construction Manager up to a total of fifty percent (50%) of the Contract Price, including approved Change Orders. The amount so retained ("Retainage") will be released to the Construction Manager in accordance with Section 16.08 below.
- 2. The Executive Director, at the Executive Director's sole discretion, may increase the amount of the Retainage withheld if the Executive Director considers the Construction Manager's performance or the progress of the Work to be such that the Commission will likely incur damages, including but not limited to Liquidated Damages, in excess of the amount of Retainage.
- 3. The Construction Manager must not withhold Retainage from its Subcontractors in excess of the percentage Retainage withheld by the Commission from payments to the Construction Manager and must release Retainage to the Subcontractors as required under Section 16.08 Release of Retainage or Section 16.09 Prompt Payment to Subcontractors.

SECTION 16.07 Payments Withheld

- No payment shall be made to the Construction Manager until certificates of insurance, bonds, or other evidence of compliance by the Construction Manager with all the requirements of the Contract for insurance and bonds have been provided to the Commission.
- 2. The Authorized Commission Representative may decline processing a Payment Application if the Payment Application is not adequately supported. Failure to submit a monthly schedule update that complies with the requirements of 10.02.4.a ("Target Schedule") concurrent with each Payment Application shall be considered a failure to adequately support a Payment Application. Any Payment Application not supported by an updated Target Schedule shall result in the Construction Manager's waiver of any right to assert by CPCO, claim or otherwise, a time extension (compensable or non-compensable) arising out of work performed or events that occurred during the period covered by the Payment Application, as determined by the Commission's Representative. If the Construction Manager and Authorized Commission Representative cannot agree on a revised amount to process an inadequately supported Payment Application, the Authorized Commission Representative will process the Payment Application in the amount the Executive Director deems appropriate.
- The Commission's rights under this Section 16.07 are cumulative to any other rights provided under the Contract.
- 4. The Authorized Commission Representative shall have the right to withhold or refuse to make payment (or any portion of a payment) and, if necessary, may demand the return of a portion of, or the entire amount previously paid to the Construction Manager due to: (i) a portion or all of the Construction Manager's Work is not in accordance with the requirements of the Contract Documents; (ii) the quantity of the Construction Manager's Work is not as represented in the Construction Manager's payment request, or otherwise; (iii) the Construction Manager's rate of progress is such that, in the Owner's opinion, Substantial Completion or Final Completion, or both, may be inexcusably delayed; (iv) the Construction Manager's failure to use contract funds previously paid the Construction Manager by the Owner to pay Construction Manager's project-related obligations including, but not limited to, Subcontractors, Material Suppliers; (v) claims made, or likely to be made, against the Owner or its property; (vi) loss caused by the Construction Manager; or (vii) the Construction Manager's failure or refusal to perform any of its obligations under the Contract Documents.

SECTION 16.08 Release of Retainage

- 1. Up to fifty percent (50%) completion of the Contract Price (including any approved Change Orders). Through 50% of satisfactory completion by the Construction Manager, as determined by the Authorized Commission Representative, based upon invoice sums approved and due the Construction Manager, Retainage will be an amount equal to ten percent (10%) of the Contract Price (including any approved Change Orders).
- 2. From fifty-one to seventy-four percent (51%-74%). From 51% through 74% of satisfactory completion by the Construction Manager, as determined by the Authorized Commission Representative, based upon invoice sums approved and due the Construction Manager, Retainage will be an amount equal to five percent (5%) of the Contract Price (including any approved Change Orders).
- 3. At seventy-five percent (75%) completion of the Contract Price (including any approved Change Orders). When the Authorized Commission Representative determines that the Construction Manager has satisfactorily completed seventy-five percent (75%), inclusive of any approved Change Orders, of the Project, based upon invoice sums approved and due the Construction Manager, Retainage will be reduced to an amount equal to three percent (3%) of the Contract Price including approved Change Orders.
- 4. At Substantial Completion, Retainage will be reduced to an amount equal to one percent (1%) of the total Contract value, including any approved change orders, provided that the Construction Manager has furnished: a) MBE / WBE final lien waivers; b) complete certified payrolls; c) documentation of the turnover of "as-built" drawings, record shop drawings, and product data; d) attic stock of materials, spare parts, accessories, special tools, O & M manuals, guarantees, warranties; e) and all other items required by the Contract Documents or the Authorized Commission Representative.
- 5. At Project Final Completion. The remaining Retainage will be paid when all remaining Work and punch list Work is complete and the Construction Manager submits to the Authorized Commission Representative a sworn affidavit that states the following:
 - a. All payrolls, bills for materials and equipment, and all other indebtedness connected with the Work for which the Commission might in any way be responsible, have been paid or otherwise satisfied.
 - b. The "Construction Manager's Sworn Statement and Affidavit" for final release of retainage has been provided to the Authorized Commission Representative.
 - c. All claims made by Subcontractors of any tier, suppliers, and others against the Construction Manager, the Commission, any agents of the Commission, the Executive Director or Authorized Commission Representative have been resolved.
 - d. "Final Waiver of Lien and Construction Manager's Affidavit" forms for all Subcontractors of any tier have been provided to the Authorized Commission Representative.
 - e. The Warranties and Guarantees required by the Contract have been provided to the Authorized Commission Representative.
 - f. All Warranties and Guarantees are in full force and effect.
 - g. The Construction Manager has provided manufacturers' operating instructions for all equipment, and furnished proof that appropriate training of User Agency personnel has been completed.
 - h. The surety's written consent, signed by its authorized representative, for final payment to be made directly to the Construction Manager, has been provided to the Authorized Commission Representative.
 - The Construction Manager agrees that acceptance of final payment will constitute a general release to the Commission, its representatives, officials and employees of all claims of liability for anything done or furnished or relating to the Work of the Contract or for any act or neglect of the Commission or its agents officials and employees relating to or connected with the Contract.
 - j. As-Built documentation including but not limited to As-Built Contract Drawings, As-Built Shop Drawings and Operation and Maintenance Manuals have been provided to the Authorized Commission Representative.
 - k. All other documents requested by the Authorized Commission Representative have been provided.

- I. The Construction Manager must remove all of the Construction Manager's equipment, leftover materials, and trash from the Site, staging area(s) or anywhere else on the Site. The Construction Manager must also restore the Construction Manager's staging area(s) to its pre-construction condition. If the Construction Manager does not comply with this requirement, the Authorized Commission Representative may provide written notice to comply within a period of time determined by the Authorized Commission Representative. If the Construction Manager fails to comply with the written notice, the Authorized Commission Representative may have the work done by others, and deduct the charge from the Construction Manager's Retainage.
- m. The Construction Manager furnishes the Commission with a certificate in the following form (Book 2, Exhibit P) verifying wages and classifications for laborers and mechanics, including apprentices and trainees employed on the Project:

The undersigned, the Construction Manager on	, (PBC Contract No.						
), certifies that all laborers, mecha	nics, 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						
Construction Manager:	 -						
Project:							

6. Notwithstanding the foregoing, the Authorized Commission Representative, in his/her sole discretion, may decline to release all or a portion of Retainage if the Authorized Commission Representative considers the Construction Manager's performance or the progress of the Work to be such that the Commission or User Agency has incurred or will likely incur damages greater than the Retainage, including but not limited to liquidated damages.

Please see Retainage Chart explaining the information noted above:

totaliago orian oxplanning the information notes above.		
Project Completion Percent		
(of the Contract Price including		
approved Change Orders,	Retainage	
as determined by the Commission)	Percent	Contract Reference Section
0-50%	10%	§16.06.1
51-74%	5%	§16.06.1
75%	3%	§16.08.1
At Substantial Completion	1%	§16.08.2

SECTION 16.09 Prompt Payment to Subcontractors

- 1. The Construction Manager must state the requirements of the Prompt Payment provision in all Subcontracts and Purchase Orders. If the Construction Manager fails to incorporate these provisions in all Subcontracts and Purchase Orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and Purchase Orders. The Construction Manager and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of the Construction Manager's participation and that of its Subcontractors on the Project.
- 2. The Illinois Prompt Payment Act, 30 ILCS 540/1.01 et. seq. requires prompt payment to Subcontractors and Suppliers, by the General Construction Manager for work that has been satisfactorily completed.
- The Construction Manager must make payment to its Subcontractors within fourteen (14) Days of receipt of payment from the Commission for each monthly Payment Application, but only if the Subcontractor has satisfactorily completed its Work in

accordance with the Contract Documents and provided the Construction Manager with all of the documents and information required of the Construction Manager by Article 16. "Payments." The Construction Manager may delay or postpone payment for a Payment Application when the Subcontractor's Work or materials do not comply with the requirements of the Contract Documents, and the Construction Manager is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.

- 4. The Construction Manager must make final payment to its Subcontractors within fourteen (14) Days after the Subcontractor has satisfactorily completed all of its Work, including but not limited to, completion of punch list work, providing final lien waivers, and providing all of the documents required by the Contract Documents for payment of Retainage at Final Completion of the Project as provided for in Section 16.08. Retainage must be paid to Subcontractors as required by this section, whether the Project has been determined to have reached Substantial Completion as defined in Section 1.01, or whether the Construction Manager has received payment from the Commission for Retainage. The Construction Manager may request that the Commission release the portion of the Retainage held by the Commission that the Construction Manager owes to the Subcontractor. The Construction Manager may delay or postpone payment of Retainage if the Subcontractor's Work or materials do not comply with the requirements of the Contract Documents, the Construction Manager has substantial grounds for and has acted reasonably in making the determination, and the Construction Manager is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.
- 5. The Construction Manager must make payment to Subcontractors so that they receive it within fourteen (14) Days of the Construction Manager's receipt of payment from the Commission. Payment is deemed received by the Subcontractor at the time of hand delivery by the Construction Manager or three (3) Days after mailing by the Construction Manager.
- 6. In the event payment or part of a payment is withheld by the Commission as the result of liens or lien proceedings, the Construction Manager must still make full payment to Subcontractors or Material Suppliers on that payment application who have satisfactorily completed the work on the payment application.
- 7. To the extent feasible, to facilitate the flow of information to Subcontractor, the Authorized Commission Representative will post at the Project Field Office and on the PBC website (www.pbcchicago.com), a list of the Construction Manager's Payment Applications, including the Subcontractors identified in them, submitted to the Commission for payment and the date of payments made to the Construction Manager by the Commission.
- 8. The Construction Manager must not delay or refuse to timely submit pay requests for a Subcontractor's work or materials. The Commission may construe such delay or refusal as the Construction Manager's failure to act in good faith. "Timely", in this context, means within thirty (30) Days after the portion of the Subcontractor's work that the Subcontractor has invoiced is in place in the Project or the materials delivered to the Commission (or off-site if this Contact permits payments for off-site delivery). In addition, the Construction Manager must not delay or postpone payment for an undisputed portion of a Subcontractor's invoice or in connection with claims or disputes involving different Payment Applications on the same Project or different projects.
- 9. The Executive Director may withhold payment from the Construction Manager when the Executive Director determines that the Construction Manager has not complied with this Section 16.09.
- 10. These provisions do not confer any rights in Subcontractors against the Commission. Nothing in this section is to be construed to limit the rights of and remedies available to the Commission, including but not limited to various rights under the Contract Documents and under applicable laws.

SECTION 16.10 Subcontractor Claims

The Construction Manager must pay all lawful claims made against it by its Subcontractors and all lawful claims made against
the Construction Manager by other third persons arising out of, in connection with, or because of its performance of this
Contract. The Construction Manager further will cause all of its Subcontractors to pay all lawful claims made against them.
In the event such lawful claims are not satisfied, the Commission is hereby empowered to disburse such sums for and on
account of the Construction Manager directly to the respective parties to which such sums are due and owed.

SECTION 16.11 Pay Applications and Payments Subject to Review

The Commission shall not be precluded or estopped by any measurement, estimate, or certificate made by Construction
Manager or any Subcontractor either before or after the completion and acceptance of the Work and payment therefor, from
showing the true amount and character of the Work performed and materials furnished by the Construction Manager, or from
showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do

not conform in fact to the Contract. The Commission will not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Construction Manager and its sureties such damages as the Commission may sustain by reason of the Construction Manager's failure to comply with the terms of the Contract.

SECTION 16.12 No Waiver of Legal Rights

- 1. Neither the acceptance by the Commission nor any payment by the Commission will operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. If the Commission elects to waive any breach of this Contract, that waiver will not be held to be a waiver of any other or subsequent breach.
- 2. The Commission will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by the Construction Manager, or from showing that any measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform to the Contract. The Commission will not be precluded or estopped from recovering from the Construction Manager and/or its sureties such damages as the Commission may sustain by reason of the Construction Manager's failure to comply with the terms of the Contract.

SECTION 16.13 Liens

- 1. Whenever the Commission receives notice in writing of a lien or claim of money due from the Construction Manager 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 Construction Manager and withheld by the Commission until such claim has been paid or otherwise discharged. This provision is to be construed as being solely for the benefit of the Commission, and will not require the Commission to determine or adjust any claims or disputes between the Construction Manager and its Subcontractors, workers, or employees, or to withhold any money for their protection, unless the Commission elects to do so. This provision is not to be construed as conferring any rights hereunder for the benefit of Subcontractors, workers or employees, or as enlarging or altering the application or effect of existing lien laws.
- 2. The final payment will not become due until the Construction Manager delivers to the Commission complete release of all liens, financial obligations or claims from the Construction Manager, 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 Construction Manager must refund to the Commission all monies that the Commission may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

ARTICLE 17. CHANGES IN THE WORK

SECTION 17.01 Owner's Right to Change Work

- 1. The Commission reserves the right to order, in writing, changes in the Work or the Schedule without prior notice to the Construction Manager's surety. The Construction Manager is obligated to perform the changed Work included in the written notice from the Commission in a timely manner. The Construction Manager must begin the changed Work upon receipt of a Field Order signed by the Authorized Commission Representative unilaterally directing changes in the Work or Schedule. If the Construction Manager does not have authorization from the Commission pursuant to this Article 17, then the Construction Manager may not be compensated for any Changed Work as determined by the Commission.
- 2. The Construction Manager may propose changes pursuant to Section 17.03.

SECTION 17.02 Owner Directed Changes in the Work

- 1. The Commission may make changes in the Work by making alterations therein, or by making additions thereto, or by making deductions or omissions therefrom, without invalidating the Contract and without releasing or relieving the Construction Manager from any guarantee given pursuant to the Contract, without affecting the validity of the guarantee or Performance and Payment Bond and without relieving or releasing the surety or sureties of such bond. All such Work will be executed under the conditions of the original Contract. The Construction Manager will submit to the Authorized Commission Representative "as-built" or revised drawings clearly showing the revised Work, all as required by Article 15.
- 2. Except in an emergency, no change in the Work will be made by the Construction Manager without receipt of a Field Order signed by the Authorized Commission Representative.

- 3. The Construction Manager will not perform changes to the Work directed by the User unless authorized to do so by the Commission based upon a Field Order signed by the Authorized Commission Representative.
- 4. The Construction Manager shall be required to use Exhibit O "Construction Manager Change Order Proposal Form" for any Change Order requests and all Change Order Requests shall conform to the following:
 - a. The Construction Manager shall provide sufficient information for evaluation of proposed changes within fourteen (14) Days following receipt of a Field Order. The Construction Manager shall advise the Commission in writing if any requested proposal cannot be priced and submitted to the Commission within seven (7) Days of receipt of the Field Order. The Authorized Commission Representative will determine if the additional time is warranted and will so notify the Construction Manager of its determination. The Construction Manager shall not be allowed more than thirty (30) Days for pricing of a Field Order/Bulletin unless determined by the Commission.
 - (1) The amount of change in the Contract Price, if any.
 - (2) The amount of change in the Contract Completion Date, if any, with explanation. The Construction Manager shall include any request for a time extension in the submission of their proposal. Such request will only be considered upon demonstration by the Construction Manager that a disruption to the Critical Path activities has occurred. The Construction Manager 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.
 - (3) Cost breakdown, using Schedule of Values line items, separated into material and labor costs, additions and deletions and with overhead and profit handled in the same manner as specified for the Schedule of Values.
 - (4) The period of time within which the proposed changes in Contract Price or time will be held. At a minimum, the pricing shall be held for sixty (60) Days.
 - (5) Quantities and unit costs of products, labor, and equipment.
 - (6) Taxes, insurance and bonds.
 - (7) Overhead and profit.
- 5. The Construction Manager's failure to submit requests within the specified time may result in the issuance of a Change Order by the Commission for the adjustment of the Price and/or time for the performance of the Work, if any, that the Commission deems appropriate for the Field Order.

SECTION 17.03 Changes to the Work Initiated by the Construction Manager

- 1. In the event that the Construction Manager identifies an error or omission in the Contract Documents as described in Section 3.01 or encounters a differing Site condition as described in Section 3.03 hereof, the Construction Manager shall submit a Request For Information (RFI) to the Commission. If, upon receipt of a response from the Architect, via the Authorized Commission Representative, to the RFI, the Construction Manager believes that there has been a change to the Work, the Construction Manager will submit a Construction Manager Proposed Change Order (CPCO) to the Authorized Commission Representative. The CPCO will state: the issue presented; any change to the Work that, in the opinion of the Construction Manager the issue requires; the Construction Manager's proposed resolution of the issue; and the cost of the Work.
- 2. The Authorized Commission Representative will respond promptly to the CPCO. The response will take one of two forms: i) the Authorized Commission Representative concurs with the Construction Manager, and issues a Field Order that incorporates the terms stated in the CPCO or a Field Order with other terms; or ii) the Authorized Commission Representative denies the CPCO, and issues a response notifying the Construction Manager that there is no change to the Work, and directing the Construction Manager to perform the Work pursuant to the answer to the RFI.
- 3. In the event that a CPCO is denied, the Construction Manager may file a claim pursuant to Article 18, "Claims and Disputes."
- 4. If the response results in the issuance of a Field Order, the Construction Manager shall provide a response as identified in Section 17.02.04. The Construction Manager's failure to submit such request within the specified time will result in the issuance of a Change Order by the Commission for the adjustment to the Contract Price and/or time for the performance of the Work, if any, that the Commission deems appropriate for the Field Order.

SECTION 17.04 Change Orders Finalize the Terms of Field Orders

- 1. The final terms and provisions of a Field Order, including any adjustment in the Cost of Construction and/or the time for the performance of the Work, will be memorialized in a written Change Order authorized by the Commission.
- Any adjustment to the Cost of Construction that may be required by a Field Order will be determined by one of the following methods.
 - a. Method 1 Unit Price and/or Lump Sum Adjustment

If after receipt of the Construction Manager's proposal the parties can agree on an equitable lump sum adjustment of the Cost of Construction, a Change Order will be signed establishing such adjustment.

- (1) Where the change in the Work involves items for which Contract unit prices have been established and where the net aggregate quantity of such items is in excess of the Contract requirements, payment for such items will be at the established unit prices. When the net aggregate quantity is less than the Contract requirement, the credit will be the established unit price less 10%. Where the established unit price is a unit price proposal 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% of the estimated quantity proposed.
- (2) Where the change in the Work involves items for which agreed-upon unit prices have not been established, the Construction Manager's proposal will be in a format acceptable to the Commission and based upon the estimated fair cost of the Construction Manager's labor, material, and equipment. In submitting such proposal, the Construction Manager will use its ability and buying power to obtain the best possible prices from suppliers of material and equipment and from Subcontractors consistent with its general responsibility for the performance and completion of the Work. To this end, the Construction Manager, when submitting such a proposal, will be deemed to have represented by the submittal that it has used the lowest prices obtained or obtainable from suppliers of material and equipment and from Subcontractors and that nothing has been added to such prices unless indicated in the proposal or billing. Should the Construction Manager at any time, without disclosing the fact, add any amount to the bill or proposal of any supplier of material or equipment or to the bill or proposal of any Subcontractor, and should the Commission act on the same or make payment on any Work covered by such proposal or billing, then, and in that event, the Commission will have the right to recover from the Construction Manager 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 Construction Manager, or by any and all other means available to the Commission.
- (3) For the cost of items of Work not covered by agreed-upon unit prices on additional Work ordered, the Construction Manager will be allowed 15% for overhead and profit on labor performed by his own forces and material purchases. Subcontractors, likewise, will be permitted an allowance of 15% for overhead and profit on their own work. The Construction Manager will further be allowed 6% on all of his Subcontractor's work. The Subcontractor is not allowed any additional markup if the work is further subcontracted. The Construction Manager may include in its labor proposal only those workers and foremen directly involved in the Work. All other supervision is included in the 15% overhead and profit allowed. The Construction Manager 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 Construction Manager's material costs will include invoiced costs, transportation, applicable sales or use taxes, and actual rental costs.
- b. Overhead and profit charges referred to above will constitute full reimbursement for all costs of field and office supervision, engineering, field and main office expense, premium on bonds, small tools, and incidental job burdens, general building and excess liability insurance, and transportation.
- 3. Method 2 Cost (Time and Materials) Adjustment
 - a. 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, a Field Order will be issued and the Construction Manager will proceed with the Work on a cost (time and materials) basis. Cost means the actual cost of labor, material, and equipment, as reviewed by the Architect and Authorized Commission Representative for the approval of the Commission. The Construction Manager and Subcontractors must keep and present in such form as the Authorized Commission Representative may direct a correct accounting of the costs of all

labor, material, and equipment, together with supporting vouchers, receipts, and payroll records.

SECTION 17.05 The Construction Manager's Release

1. Any and all Change Orders are a full release of the Commission from any liability for any additional compensation or extension of time arising or resulting from the circumstances that gave rise to, and the Work performed pursuant to, a Change Order. By acceptance of a Change Order, the Construction Manager accepts the compensation and/or time extension provided in full accord and satisfaction for that Change Order, and expressly waives, releases, and relinquishes any and all additional claims and demands relating to, or arising out of, the matters covered by that Change Order. The release that the Construction Manager must sign will state: "By executing this Change Order, the Construction Manager certifies that it has reviewed and accepts the compensation and/or time extension provided in full accord and satisfaction for this Change Order and that it expressly waives and releases any and all additional claims and demands relating to, or arising out of, the matters covered by this Change Order as more fully described in the exhibit attached hereto including but not limited to: direct, indirect, overhead, home or field office costs; profits; damages; disruptions and impact."

SECTION 17.06 Performance of Changed Work

 The Construction Manager will promptly proceed with any changes in the Work or Target Schedule as directed by a Field Order in accordance with Section 17.01 "Owner's Right to Change Work." The Construction Manager's refusal or failure to proceed promptly as directed with the changed Work or changes in the Target Schedule constitutes an Event of Default under the Contract. No change to the Work by the Construction Manager as directed by the Commission will invalidate the Contract or release the Construction Manager's surety.

SECTION 17.07 Change Claims and Disputes

1. If the Construction Manager and Authorized Commission Representative are unable to agree on the price and/or time extension in connection with a Field Order, the procedures set forth in Article 18 "Claims and Disputes" and will govern.

SECTION 17.08 Use of Contingency

1. Should any Costs of the Work be proposed by the Construction Manager as a result of any condition other than one that justifies the issuance of a Change Order, the Construction Manager's sole source of revenue shall be the Construction Manager's Contingency, subject to the terms and conditions set forth in the Agreement.

ARTICLE 18. CLAIMS AND DISPUTES

SECTION 18.01 Claims

- This provision of the Contract applies to claims for time and/or money based on: a differing Site condition (Section 3.03), changes in the Work under Article 17, including CPCOs that have been denied pursuant to Section 17.03, and all other claims made under the Contract.
- 2. Any claim made by the Construction Manager regarding the Project must be made in accordance with the requirements stated below.
 - a. The Construction Manager expressly consents to both the time requirements and notice content requirements for making a Claim or Dispute under this Section 18.01.2. The Construction Manager acknowledges that the notice requirements set forth in this Section 18.01.2. will be strictly enforced and agrees that any failure on the part of the Construction Manager to provide notice strictly in accordance with the requirements of this Section 18.01.2. will constitute a waiver of the Construction Manager's right to make a Claim to the Authorized Commission Representative or submit a Dispute to the Executive Director. The Construction Manager further understands and agrees that, notwithstanding any case law decision to the contrary, the notice requirements of this Section 18.01.2. will not be subject to or diminished by any claim on the part of the Construction Manager that the Authorized Commission Representative or Executive Director or any person acting on behalf of either of them had actual or constructive knowledge of any Claim or Dispute or any facts or circumstances supporting any such Claim or Dispute.
 - b. The Construction Manager must provide notice, in writing, to the Authorized Commission Representative of any claim

for differing Site conditions within one (1) day of discovery as required by Section 3.04.

- c. The Construction Manager must provide notice, in writing, to the Authorized Commission Representative of any claim that may be made, within five (5) Days after starting the work that is affected by the claim. The notice shall be referenced as a "Notice of Claim Related Work" and must state the nature of the claim, the work that is affected by the claim, and the anticipated duration of the Work.
- d. The Construction Manager must provide notice, in writing, to the Authorized Commission Representative of any claim based on: a differing Site condition; a change in the Work directed by the Authorized Commission Representative; or any other cause within fifteen (15) Days of completion of the changed Work.
- e. The Construction Manager will designate the document "Claim." The Claim must include:
 - The amount of money and/or time extension sought by the Construction Manager, and the contractual and factual basis for each;
 - (2) A general statement of the basis for the claim;
 - (3) The facts underlying the claim;
 - (4) The Notice of Claim Related Work to the Authorized Commission Representative;
 - (5) Reference to the applicable Contract provisions and;
 - (6) All documentation that describes, relates to, and/or supports the claim.
- f. The Authorized Commission Representative will, within thirty (30) Days of receipt of the Claim, respond by: requesting a meeting with the Construction Manager; making a written request for additional information from the Construction Manager; taking other action to attempt to resolve the Claim; and/or advising the Construction Manager, in writing, of the Authorized Commission Representative's position regarding the relief sought in the Claim. If the Authorized Commission Representative's written response is that the Claim is denied, the letter will also advise the Construction Manager of its right to file a Dispute to the Executive Director. Any steps taken by the Authorized Commission Representative to resolve the Claim will not exceed sixty (60) Days from receipt of the Claim, unless the Construction Manager agrees to an additional amount of time in writing.
- g. If the Claim is denied by the Authorized Commission Representative, the Construction Manager must file its Dispute within thirty (30) Days of receipt of the written denial of the Claim.

SECTION 18.02 Disputes

- 1. The Construction Manager's Request: In the event of any disagreement between the Construction Manager and the Authorized Commission Representative which the Construction Manager and the Authorized Commission Representative have attempted, but been unable to resolve, including, without limitation, changes, time extensions, claims, allowable costs or any other issues of fact or Contract interpretation based upon, relating to, or arising under the Contract, a request for resolution of the Dispute must be submitted to the Executive Director by the Construction Manager for final determination. The Construction Manager may not file a Dispute until there has been a denial of the Claim, which was the basis for the Dispute, by the Authorized Commission Representative. The default or termination of the Construction Manager are not matters that may be disputed under this provision of the Contract. The Construction Manager's failure to submit the Dispute within thirty (30) Days of receipt of the Authorized Commission Representative's response to the Construction Manager's Claim is a waiver of the Dispute. The Executive Director may consider issues of Contract interpretation in connection with decisions to be made in resolving Disputes.
- 2. Request Requirements: Requests for resolution of Disputes must be made by the Construction Manager in writing, specifically referencing this section, and include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Construction Manager and Authorized Commission Representative; 3) the facts underlying the Dispute; 4) reference to the applicable provision of the Contract Documents by page and section; 5) the identity of any other parties believed to be necessary to the resolution of the Dispute; 6) all documentation which describes and relates to the Dispute and 7) if applicable, a statement explaining why the Construction Manager believes that prior to rendering a final decision, the Executive Director should meet with the Construction Manager, Authorized Commission Representative or any other parties believed to be

necessary to the resolution of the Dispute. Copies of the request for resolution of the Dispute must promptly be provided to the Executive Director and Authorized Commission Representative on the same day. In addition, the Construction Manager's Dispute and any subsequent correspondence that relates to the Dispute, which the Construction Manager provides to the Executive Director, must be copied to the Authorized Commission Representative. The Authorized Commission Representative shall have thirty (30) Days to respond in writing to the Construction Manager's submission by supplementing the Construction Manager's submission or to provide its own submission to the Executive Director and the Construction Manager. However, the Authorized Commission Representative may request, and the Executive Director may allow an additional period of time to respond. Failure by the Authorized Commission Representative to respond shall not be deemed to be an admission of any allegations made in the request for dispute resolution, but may be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any, at this stage of the Dispute. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable by the Executive Director.

- 3. Executive Director's Decision: The Executive Director's final decision shall be rendered in writing no more than thirty-five (35) Days after receipt of the response of the Authorized Commission Representative was filed or was due, unless the Executive Director notifies the Construction Manager and Authorized Commission Representative before the end of the thirty-five (35) Day period that an additional period, not to exceed thirty (30) Days, is needed for the Executive Director to respond. The Executive Director's decision shall be conclusive, final, and binding on all parties unless a judicial determination is sought in accordance with the provisions set forth below.
- 4. Implementation of Decision: In the event that the Executive Director's final decision requires a change to the Contract, the Executive Director's final decision shall be implemented through a Change Order which shall be made a part of the Contract, with or without the signature of the Construction Manager (if the Construction Manager refuses to sign the Change Order).
- 5. The Construction Manager's Remedy: If either the Construction Manager or Commission does not agree with the decision of the Executive Director, the sole and exclusive remedy is judicial review by a common law writ of certiorari. Unless such review is sought within thirty-five (35) Days of receipt of the Executive Director's decision, all right to seek judicial review is waived.
- 6. The Construction Manager's Performance of Work: The Construction Manager may not withhold performance of and must prosecute any Work required by the Contract during the dispute resolution period, including judicial resolution. The Construction Manager must prosecute all of its Work, including any disputed Work, with the same diligence and effort as if no dispute existed. The Executive Director's written determination must be complied with pending final resolution, including judicial resolution of the Dispute. Neither the Executive Director's determination, nor the actions of the Construction Manager or the Authorized Commission Representative in connection therewith, nor the continued performance by either party, shall constitute an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.
- 7. Administrative Appeal of Dispute: The Construction Manager must follow the procedures set out in this Article 18, "Claims and Disputes", and receive the Executive Director's final decision as a condition precedent to filing a judicial review of the decision by common law writ of certiorari.

SECTION 18.03 No Waiver of Legal Rights

- 1. Neither the acceptance by the Commission or any representative of the Commission, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Commission will operate as a waiver by the Commission of any portion of the Contract, or of any power herein reserved or any right of the Commission to damages herein provided. A waiver of any breach of the Contract is not held to be a waiver of any other or subsequent breach.
- 2. Whenever under this Contract, the Commission by a proper authority waives the Construction Manager's performance in any respect or waives a requirement or condition to either the Commission or the Construction Manager's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not deemed a waiver forever or for subsequent instances of performance, requirement, or condition. No such waiver is construed as a modification of this Contract regardless of the number of times the Commission may have waived the performance requirement or condition.

ARTICLE 19. EVENTS OF DEFAULT AND TERMINATION

SECTION 19.01 Events of Default

1. The Construction Manager's failure to perform any of its obligations under the Contract, including but not limited to the

following, are events of default:

- failure to begin the Work at the time specified;
- failure to perform the Work in accordance with the Contract Documents;
- failure to perform the Work with sufficient workers, equipment, or materials to ensure the completion of the Work or any
 part of the Work within the time specified by the Contract;
- d. refusal or failure (except in cases for which extension of time is provided) to supply adequate skilled workers or proper materials;
- e. unauthorized discontinuance of the Work;
- f. failure to promptly remove materials, or repair, or replace Work that was rejected as defective or unsuitable;
- g. failure to make prompt payment to Subcontractors, whether for material or labor;
- failure to submit all documents required by the Contract Documents or Commission, including but not limited to timely submission of payment applications;
- i. failure to prosecute the Work in a manner acceptable to the Commission or in a manner that does not comply with all laws applicable to the Work.
- j. disregarding laws, ordinances, or instructions of the Commission, or Authorized Commission Representative; or,
- failure to comply with any other term of the Contract or otherwise engages in a substantial violation of any provision of the Contract Documents.
- interruption or delay of Work for reasons within the Construction Manager's control, including, but not limited to, labor interests or disputes;
- m. failure to comply with federal, state, or local safety requirements;
- The Construction Manager's default on a contract with the Commission, CHA, CTA, CPS, Cook County, CPD, City of Chicago or the User Agency;
- o. The Construction Manager's failure to be licensed as a "General Contractor" as required by Chapter 4-36 of the Chicago Municipal Code, at all times throughout the term of the Contract or the Construction Manager's loss of its general license;
- p. disqualification as an MBE or WBE of the Construction Manager or any joint venture partner, Subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the Contract and such status was misrepresented by the Construction Manager;
- q. The Construction Manager becomes insolvent or bankrupt, attempts assignment of all or any part of the proceeds of this Contract, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency any of which negatively impacts the Construction Manager's ability to pay Subcontractors or perform the work.

SECTION 19.02 Remedies

- 1. In the event of a default by the Construction Manager, the Commission, in its sole discretion, may send the Construction Manager notice of the Commission's intent to exercise any or all of the remedies below.
 - a. Termination. The Commission may terminate the Contract. Written notification of the default and termination of the Contract will be provided to the Construction Manager and the surety by the Executive Director. The Executive Director's decision and declaration of termination is final and effective.
 - b. Notice to Cure. The Executive Director may provide the Construction Manager the opportunity to cure the default. The Construction Manager must cure the default within ten (10) Days of receipt of the notice from the Executive Director or such time period stated in the Notice to Cure. If the Executive Director does not receive written acknowledgement from

the Construction Manager that it will cure the default within the stated cure period or if the Construction Manager does not act to cure the default, the Executive Director may terminate the Contact, in which event the termination of the Contract is final and effective.

- c. In addition to the foregoing, upon an event of default in Section 19.01, "Events of Default," the Commission may invoke any or all of the following remedies:
 - (1) The right of set-off against any payments due or to become due to the Construction Manager and against any Retainage.
 - (2) The right to take over and complete the Work, or any part thereof, either directly or through others, and to hold the Construction Manager liable for any amounts paid for such Work above those amounts the Commission would have paid the Construction Manager for that same Work.
 - (3) The Commission may use the Construction Manager's Subcontractors, materials, and equipment to complete the Work. Upon the Commission's notification to the Construction Manager invoking this remedy, any and all rights the Construction Manager may have in or under its subcontracts are assigned to the Commission, based on the assignment required by Section 4.03.2. The Construction Manager must promptly deliver such documents upon the Commission's request. In case of any subcontract so assigned and accepted by the Commission, the Construction Manager remains liable to the Subcontractor for any payment already invoiced to and paid by the Commission, and for any claim, suit, or cause of action based on or resulting from any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of Contract, by the Construction Manager, 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 Construction Manager must notify its Subcontractors of these requirements.
 - (4) The right to terminate the Contract as to any or all of the Work yet to be performed.
 - (5) The right of specific performance, an injunction, or any other appropriate equitable remedy as may be applicable.
 - (6) The right of money damages, including, but not limited to all expert witness or other consultant fees, court costs, and attorney's fees which the Commission may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an Event of Default hereunder.
 - (7) The right to withhold all or any part of the Construction Manager's compensation yet to be paid by the Commission.
 - (8) The right to terminate any or all other contracts that the Construction Manager may have with the Commission.
 - (9) The right to deem the Construction Manager non-responsible in future contracts to be awarded by the Commission.

SECTION 19.03 Non-exclusivity of Remedies

1. The remedies under the terms of this Contract are not intended to be exclusive of any other remedies, but each and every remedy is cumulative and is in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default impairs any such right or power, nor do they waive any Event of Default or acquiesce thereto, and every such right and power may be exercised by the Commission from time to time and as often as may be deemed appropriate.

SECTION 19.04 Commission's Right to Terminate Contract

- 1. The Commission may, at its sole discretion, exercise the right to send the Construction Manager notice under this Section 19.02.1 "Commission's Right to Terminate Contract," or 19.02.1.b "Notice to Cure." Whether to declare the Construction Manager in default is within the sole discretion of the Executive Director and neither that decision nor the factual basis for it is subject to review or challenge under Article 18 "Claims and Disputes."
- 2. If termination of the Contract occurs by the Commission under Section 19.02.1, the Commission may use the material and equipment, whether owned or leased, which is within the scope of the Work or necessary for completion of the Work and paid for by the Commission (whether located on or off the Site) to complete the Work. The Construction Manager will receive no further payment until the Work is completed. However, if the cost of completion exceeds the unpaid balance of the Contract,

the Construction Manager must pay the difference to the Commission immediately upon demand.

3. If termination occurs, all costs and changes incurred by the Commission, together with the cost of completing the Work, are deducted from any monies due or which may become due to the Construction Manager. When the expense incurred by the Commission exceeds the sum which would have been payable under the Contract, the Construction Manager and the surety are liable and will pay the Commission the amount of such excess.

SECTION 19.05 Court Adjudication of Termination

1. If the Contract is terminated by the Commission for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination will thereupon be executed under the applicable provisions of Section 19.06 "Termination for Convenience."

SECTION 19.06 Termination for Convenience

- 1. The Commission reserves the right, for its convenience, to terminate the Work of the Construction Manager by written notice stating the effective date of such termination. In such case, the Construction Manager and Subcontractors will (except for services necessary for the orderly termination of the Work): incur no further obligations in connection with 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 Construction Manager's possession in which the Commission has, or may acquire, an interest; and take any other action toward termination of the Work which the Commission may direct.
- 2. The Construction Manager's compensation for all work provided prior to the effective date of the termination and costs of stopping the work shall be paid based on the Termination for Convenience provision of the Federal Acquisition Rules and all interpretations of those rules and all cases decided regarding the rules.
- 3. After receipt of a notice of termination pursuant to this Section 19.06 "Termination for Convenience," the Construction Manager will submit to the Authorized 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.

SECTION 19.07 Suspension of Work

- 1. The Owner shall have the right at any time to direct the Construction Manager, in writing, to suspend Construction Manager's performance, or any designated part thereof, for any reason whatsoever, or without reason, for such period of time as Owner may determine. If any such suspension is directed by the Owner, the Construction Manager shall immediately comply with such directive. The Construction Manager shall continue to perform Work on other portions of the Project if and to the extent directed by Owner. If the Work, or any part of the Work, is suspended, the Construction Manager will make every reasonable attempt to mitigate all of its costs and an adjustment will be made in the Contract Price and Contract Completion Date to the extent such adjustment is otherwise provided for in the Agreement. However, no increase in Contract Price will be made to the extent that performance of the Work is or would have been suspended by another cause that the Construction Manager has or had control over.
- 2. In the event the Owner directs a suspension of performance under this Section in excess of fifteen (15) Days, through no fault of the Construction Manager, and the suspension materially increases costs to complete the Work (or component of the Work), the Owner shall pay the Construction Manager, as full compensation therefor, the Construction Manager's reasonable costs, but not in excess to that actually incurred and paid, as a result of (i) demobilization and remobilization, including such costs paid to Subcontractors; (ii) preserving and protecting Work in place; (iii) storage of materials or equipment purchased for the Project, including insurance thereon; (iv) performing in a later, or during a longer, time frame than that contemplated by the Agreement; and (v) the Construction Manager's reassignment of supervisory personnel, such costs to be limited to the actual wages and benefits for such supervisory personnel for a period not to exceed two weeks or \$10,000, whichever shall be less.
- 3. In the event the Owner directs a suspension of performance under this Section due to the Construction Manager's failure or refusal to perform the Work as required by the Contract Documents, the Construction Manager shall provide assurances adequate to the Owner that the cause of such suspension has been eliminated or corrected, within seven (7) Days of the date of receipt of such direction to suspend performance. If the Construction Manager fails to provide such adequate assurances in a form acceptable to Owner, Owner shall have the right, but not the obligation to carry out the Work with its own forces or with forces of another contractor, and Construction Manager shall be fully responsible and liable for any additional costs of

- performing such Work incurred by the Owner. The rights set forth in this Section are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Construction Manager.
- 4. If it becomes necessary to stop Work for an indefinite period of time, the Construction Manager must store all materials in such manner that they will not become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed and erect temporary structures where necessary. The Construction Manager must not suspend work without written consent from the Owner.

ARTICLE 20. ENVIRONMENTAL REQUIREMENTS

SECTION 20.01 Compliance with Environmental Laws

- 1. The Construction Manager must comply with all environmental laws including, without limitation, those listed in the Disclosure Affidavit that must be executed and notarized by the Construction Manager, and any analogous future local, state, or federal ordinance or statute, rule, or regulation promulgated under or pursuant to the foregoing, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive which regulates, relates to, imposes liability for, or establishes standards of conduct concerning any Hazardous Materials that may be set forth by the Federal government, any state or any political subdivision thereof, or any agency, court, or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions (collectively, "Environmental Laws").
- 2. If the Construction Manager 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 the Construction Manager to perform the Work required hereunder, the Construction Manager must provide a copy of such report or notice to the Authorized Commission Representative. If a release or threatened release of Hazardous Materials or Special Waste into the environment occurs, or if any claim, demand, action or notice is made against the Construction Manager regarding the Construction Manager's failure or alleged failure to comply with any Environmental Law, the Construction Manager must notify the Authorized Commission Representative pursuant to Section 20.06 "Disposal of Materials, Construction Debris, Soil, and Waste" herein below.
- 3. If the Construction Manager fails to comply with any Environmental Law, the Commission may terminate this Contract in accordance with the default provisions of this Contract, which may adversely affect the Construction Manager's eligibility for future contract awards.

SECTION 20.02 Environmental Permits and Recordkeeping

- 1. The Construction Manager must show evidence of, and keep current throughout the term of this Contract, all waste hauling, Special Waste hauling, licenses permits and insurance certificates required by Federal, State, City, or other local governmental body or agency pursuant to any Environmental Law.
- 2. When requested by the Authorized Commission Representative, the Construction Manager must submit copies of all hauling and disposal Site permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Authorized Commission Representative throughout the duration of this Contract. Noncompliance with this requirement may be cause termination of this Contract.
- 3. Environmental Records and Reports: The Construction Manager 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:
 - Training Certificates
 - b. Health and Safety Plans
 - c. Waste Characterization Analytical and Signed Generator Waste Profiles
 - d. Disposal and Recycling Facility Approvals
 - e. Imported Backfill Material Analytical Results
 - f. OSHA Compliance Air-monitoring records

- g. Certificate of Tank Destruction from a Steel Reclamation Facility
- h. Storm Water Discharge Approval and MWRDGC Discharge Authorization
- i. Soil Management Plan
- j. IDPH/EPA Notifications
- k. Notice to Building Occupants
- Owner's Authorization
- m. OSHA Exposure Assessment
- n. Certifications for all HEPA vacuums, negative air pressure equipment, and other local exhaust ventilation equipment
- Material Safety Data Sheets (MSDS) for chemicals used on Site
- p. Copies of all regulatory notices
- Laboratory and Analyst Credentials for the Construction Manager Samples
- Disposal Records, including Disposal Site Name and Address, Transporter's Names, Date, Truck Numbers, Truck Content, and Disposal Weight
- s. Permit Documentation and all other documentation and transactions pertaining to all Environmental Laws

SECTION 20.03 Energy Conservation Ordinance

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

SECTION 20.04 Environmental Control

1. In performing the Work, the Construction Manager must comply with all Federal, State, and local statutes, ordinances, and directives with respect to the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations. Attention must be given to reduce the noise of heavy construction equipment and to the control of dust, smoke, and fumes from construction equipment and other operations on the Site, and the dirt and noise created by heavy truck operations over City streets in accordance with ordinances of the City and orders of the Commission. The discharge of Hazardous Materials into waterways and City sewers must not occur.

SECTION 20.05 Equipment and Environmental Control during Transport

The Construction Manager must haul materials, construction debris, soil, and other wastes in vehicles and/or containers
complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil and
other wastes will be designed to prevent spillage and dust during the hauling operation. The Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager will identify the disposal Site(s) or transfer station(s) to which it has contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained. Disposal Site(s) and transfer stations must be free of violations in order for materials to be disposed of from a Commission Site. All of the

Construction Manager's personnel shall be trained in the proper handling of the materials that are on Site.

- 2. The Construction Manager 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 Authorized Commission Representative, the Construction Manager will provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. If the transfer station and/or landfill proposed for use by the Construction Manager have existing violations and do not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, the Construction Manager will replace the transfer station and/or landfill submitted as part of their proposal at no additional cost to the Commission. If the Construction Manager disposes of materials, construction debris, soil or other wastes at a Site which is not properly permitted, the Construction Manager will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.
- 3. The Construction Manager must notify the Authorized Commission Representative within four (4) hours of receipt of any environmental complaints, fines, citations, violations, or notices of violation ("Claim") by any governmental body or regulatory agency against the Construction Manager by any third party relating to the loading, hauling, or disposal of materials, construction debris, soil, or other wastes. The Construction Manager 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 Construction Manager must notify the Authorized 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 Construction Manager is asked to participate.
- 5. The Construction Manager must verify, in writing, whenever requested by the Commission, that all materials, construction debris, and other waste accepted by the Construction Manager from the Commission has been disposed of in compliance with all Environmental Laws.
- 6. The form for identifying the Construction Manager's debris disposal/hauling Site(s) and acknowledging terms and conditions relating thereto which has been executed by the Construction Manager may be attached to this Contract and incorporated by reference, as appropriate. In addition to the representations and requirements contained in the form, the Construction Manager understands and agrees that the Construction Manager, 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 Construction Manager 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 Construction Manager further understands and agrees that any such substitution is at no additional cost to the Commission, regardless of the reason necessitating such substitution.

SECTION 20.07 Open Dumping Prohibited

- 1. The removal of all recyclable materials and garbage, refuse, or other waste material, including but not limited to broken concrete, bricks, rocks, paving asphalt, and incidental debris generated from all construction or demolition activities performed under this Contract, must be transported to a facility that is open and active, licensed, zoned and permitted to accept such material pursuant to Section 11-4 of the City of Chicago Municipal Code and all applicable local, state, and federal regulations.
- 2. Bills of Lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material must be retained by the Construction Manager and made available to the Commission upon request.

SECTION 20.08 LEED Certification Requirements and/or Sustainability Goals

- 1. The Construction Manager must assist the Commission to achieve the LEED Certification level and or Sustainability goals established for this project. For LEED projects, the LEED Scorecard (Registered Project Checklist) identifying the LEED version and level, as well as prerequisites and credits to be achieved, is found in Book 3. The Construction Manager must implement construction of the Project and provide documentation, in accordance with the requirements of the LEED version promulgated by the US Green Building Council indicated in Book 3, so that the Commission can achieve the LEED rating and or Sustainability goals identified in Book 3.
- 2. Regarding commissioning of the Project systems, the Construction Manager must provide the appropriate labor to operate, adjust, and observe the systems, as directed by the Commissioning Authority to ensure that all the commissioning requirements and LEED requirements for commissioning of the heating ventilation and air conditioning systems and the electrical systems and other systems to be commissioned as identified in the Technical Specifications are met.

- 3. The Construction Manager must make all required LEED submittals to the Authorized Commission Representative. The format and number of submittals must be approved by the Commission.
- 4. The Construction Manager must take the actions listed below, regarding LEED, within the time periods specified.
 - The Construction Manager LEED AP qualifications must be submitted with fifteen (15) Days of the Notice to Proceed (NTP).
 - b. Erosion and Sedimentation Control Plan must be submitted within fifteen (15) Days of the NTP. The Construction Manager must implement the approved Plan prior to start of work on the Site. The Construction Manager may be required to incorporate or maintain an existing Plan from a previous phase of the work.
 - c. Construction Waste Management Plan must be submitted within fifteen (15) Days of NTP. The Construction Waste Management Coordinator must be identified and the approved plan be completed prior to the start of construction.
 - d. Materials and Resources Plan must be submitted at the same time as the Schedule of Values.
 - e. Volatile Organic Compounds Plan must be submitted at the same time as the Schedule of Values.
 - f. Construction Indoor Air Quality Plans must be submitted within fifteen (15) Days of NTP or as otherwise directed by the Commission's Representative.
- 5. Other requirements of the Contract Documents regarding LEED and Sustainability goals are found in various provisions in Book 3.

ARTICLE 21. COMPLIANCE WITH ALL LAWS

SECTION 21.01 The Construction Manager Must Comply with All Laws

- 1. The Construction Manager 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 Construction Manager must follow the most stringent of the applicable agency and code requirements. The Construction Manager is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

SECTION 21.02 Equal Employment Opportunity

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

2. Non-Discrimination

- a. It is an unlawful employment practice for the Construction Manager to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation or the terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify employees or applicants for employment or otherwise; or to adversely affect such individual's status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.
- b. Federal Requirements. Each Contractor will comply with the Civil Rights Act of 1964, 42, U.S.C. Sec. 2000 et seq. (1981), as amended. Each Contractor will further comply with all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. 1447, 42 U.S.C. 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. 706, 42 U.S.C. 12101-12213, 47 U.S.C. 152, 221, 225, 611 (1992); 41 C.F.R. 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978)/; the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990).
- c. State Requirements. Each Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended, the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and the Environmental Barriers Act, 410 ILCS 25/1 et seq. The Construction Manager will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations.
- d. City Requirements. Each Contractor must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. Further, each Contractor will furnish such reports and information as requested by the Chicago Commission of Human Relations.
- e. Subcontractors. Each Contractor agrees that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, Subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this Contract.
- 3. Employment procedures: Preferences and Compliance
 - a. Salaries of employees of the Construction Manager, performing Work under this agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations.
 - b. The Construction Manager 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 Construction Manager will also comply with all applicable Anti-Kickback laws and regulations, including the Anti-

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

- The Construction Manager assumes all liability for the payment of any unemployment benefits payable under any federal or state law to individuals employed by it during the progress of the Work covered by this Contract.
- 5. The Construction Manager agrees that in performing this Contract it will comply with: the Minority Business Enterprise/Women Business Enterprise Special Conditions of Article 23 MBE/WBE Special Conditions and residency requirements of Section 21.03 below.
- 6. A breach of any of the requirements of this Section 21.02 may be grounds for termination of the Contract.

SECTION 21.03 City of Chicago Residents and Project Community Residents As Employees

- Policy and Terms
 - a. Attention is called to an ordinance passed by the City of Chicago on May 18, 1994, City of Chicago Residence Preference Ordinance and the resolutions of the Board of Commissioners of the Public Building Commission adopted August 9, 1994 and May 12, 2009. Pursuant to such resolutions, it is the policy of the Commission that at least 50% of the project labor shall be performed by City of Chicago Residents (as defined below) and at least 7.5% of the project labor shall be performed by Project Community Residents (as defined below). The Project Community is defined in the Contract Documents.
 - b. The Construction Manager agrees to ensure that the aggregated hours of Work to be performed under this Contract will be performed such that at least 50% of the aggregated hours of Work is performed by City of Chicago Residents and 7.5% of the aggregated hours of Work is performed by Project Community Residents. These minimal percentage levels of City of Chicago Residents and Project Community Residents as laborers and skilled trade Workers are not to be understood as limiting or determining the fuller utilization of City of Chicago Residents and Project Community Residents beyond these numerical levels, but are intended instead as minimum requirements unless the Commission grants a waiver based upon demonstration by the Construction Manager of impracticability or excessive cost of complying with the specified percentages. A waiver or reduction will be considered if the Construction Manager has unsuccessfully solicited a sufficient number of City of Chicago Residents and Project Community Residents to perform the Work and has documented such effort to the satisfaction of the Commission. In addition, a Contractor seeking a waiver or reduction will provide timely notice of the need for qualified City of Chicago Residents and Project Community Residents to an appropriate source of referrals, in which the source is entitled to comment on any waiver or reduction application.
 - c. Community Hiring Requirements
 - (1) With respect to this construction contract, it is the policy of the Public Building Commission of Chicago to encourage creation of career opportunities for interested Project Community Residents within the construction trades, and to encourage employment of both skilled and unskilled workers from among available Project Community Residents.
 - (2) Unless otherwise stated in the Agreement, at least 7.5% of the project labor must be performed by Project Community Residents. The aggregate hours of Work to be performed by Contactor and Subcontractors under this Contract may be complied with through residents who are trade or non-trade workers. These positions may include, without limitation, trade workers, field engineers, superintendent, project manager, security, data entry clerks, traffic monitoring personnel and Site administrative support staff. In order to comply with the Community Hiring requirement, the Construction Manager must hold a minimum of two (2) application intake sessions in the designated Project Community as depicted in the Agreement and compile an applicant database. Please note the database format will be provided to the Construction Manager by the Commission. The two intake sessions dates will be coordinated with the Construction Manager and set by the Public Building Commission. The Commission shall coordinate the logistics for the Intake Sessions. The Construction Manager shall compile the data from each applicant which includes (i) first name, (ii) last name; (iii) address (iv), etc. in an electronic database format (Microsoft Excel or Google Spreadsheet) compatible with cloud storage (e.g. GoogleDocs, Microsoft SkyDrive, Dropbox, Box.com, and the like). The Construction Manager shall have representatives at all Intake Sessions. The

Construction Manager shall make available to its Subcontractors and the Commission the electronic database and application packets. The Commission shall promote and market the Intake Session dates with local government officials, elected representatives, and business associations. The Construction Manager shall also make reasonable efforts to market the Intake Sessions in the Community Hiring Areas via local advertising venues (e.g., union affiliations, local newspapers, neighborhood associations, block clubs, not-for-profit organizations, places of worship, and the like). The Construction Manager shall provide, on-site signage announcing the Intake Sessions. Signage must be a minimum 36" X 36" in dimension and must include, at a minimum, the date, time and location of the sessions. Signage must be located in an area visible to the general public, must be made of material able to withstand varying weather conditions, and must be properly secured to fence or other immovable property fixture (or object), or in an area deemed appropriate by the Commission. The Construction Manager shall be responsible for removal of the sign after the Intake Sessions have concluded.

- (3) In order to encourage maximum employment of interested and available Project Community Residents on this Project, the following bonus calculation applies: In calculating the on-Site worker hours performed by actual City of Chicago Residents, hours worked by Project Community Residents will be multiplied by 1.5 for the purpose of determining the award criteria calculation in the proposal.
- (4) The Commission is aware that certain subcontract agreements under this Contract may obligate Subcontractors to fulfill requirements for employment of City of Chicago Residents under this Contract. Should the Construction Manager receive bonus calculations under the foregoing provisions as a result of Project Community Residents employed by any Subcontractor obligated to fulfill requirements for employment of City of Chicago Residents, then the Construction Manager must allow a bonus, in the same amount it receives, in favor of each and every such Subcontractor.

2. Definitions

- a. "City of Chicago Residents" means persons domiciled within the City of Chicago. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.
- b. "Project Community Residents" means persons domiciled within the "Project Community," as defined in the Agreement.

3. Compliance and Reporting

- a. The Construction Manager will provide for the maintenance of adequate employee (including student interns if applicable) residency records to document that actual City of Chicago Residents and Project Community Residents are employed on the Project. The Construction Manager (and Subcontractors) will maintain copies of personnel documents supportive of every City of Chicago Residents' and Project Community Residents' record of actual residence.
- b. Weekly Certified Payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Commission will identify clearly the actual residence of every employee (including student interns if applicable) on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.
- c. Full access to the Construction Manager's and Subcontractors' employment records will be granted to the Commission or any duly authorized representative thereof. The Construction Manager and Subcontractors will maintain all relevant personnel data for a period of at least seven (7) years after Final Payment.
- d. At the direction of the Commission, affidavits and other supporting documentation will be required of the Construction Manager 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 Construction Manager to provide utilization of City of Chicago Residents and Project Community Residents may be considered to replace the actual, verified achievement of the requirement concerning the worker hours performed by actual City of Chicago Residents and Project Community Residents.
- b. For the purpose of adjusting the level of Retainage, the Commission will review compliance at fifty percent (50%), seventy-five percent (75%), and ninety (90%) completion of the Work or as otherwise directed by the Authorized Commission's Representative. If the Commission has determined that the Construction Manager was not compliant in the fulfillment of the required percentages of aggregated worker hours by actual City of Chicago Residents or Project

Community Residents, or has failed to report in the manner indicated above under "Compliance and Reporting," the Commission will be damaged in the failure to provide the benefit of demonstrable employment to City of Chicago Residents and Project Community Residents to the degree stipulated in this Section. Therefore, in such case of non-compliance it is agreed that 1/20 of one percent (1%), (0.0005), of the Contract Price, as adjusted by any Change Orders will be withheld by the Commission in payment for each percentage of shortfall toward each stipulated requirement for City of Chicago Residents and Project Community Residents. Failure to report the residency and hours of all employees entirely and correctly will result in the surrender of the entire liquidated damages as if no City of Chicago Residents or Project Community Residents were employed in either of the categories.

- c. The Executive Director, in his sole discretion, shall determine when to withhold such liquidated damages.
- 5. Nothing herein provided is to be construed to be a limitation upon the Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), or other affirmative action requirements under the regulations promulgated by applicable federal, state, or local authorities.

SECTION 21.04 Veteran's Preference

- The Construction Manager will ensure that the following provision is inserted in all contracts entered into with any Subcontractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with this Contract.
- 2. The Construction Manager will comply with the provisions of 330 ILCS 55/0/01 et. seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative, and supervisory positions) preference will be given to veterans of hostilities and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the Work to which the employment relates.

SECTION 21.05 Trade Regulations

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

SECTION 21.06 Steel Products

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

SECTION 21.07 Inspector General

- The Construction Manager and its Subcontractors, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010.
- 2. On projects funded by the City of Chicago, the Construction Manager and its Subcontractors, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.
- 3. All Contractors will inform their respective Subcontractors of this provision and require compliance herewith.
- 4. The Construction Manager shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.

SECTION 21.08 Covenant against Contingent Fees

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

SECTION 21.09 Taxes

- 1. The Construction Manager will pay for all federal, state, and local taxes on all materials, labor, or services furnished, and all taxes arising out of the operations under this Contract. Such taxes include, by way of illustration and not in limitation thereof, Retailers' Occupational, Old Age Benefit, Unemployment, customs, duties, and all deductions for income taxes now in force or hereafter enacted prior to Final Completion and Acceptance of the Work. This requirement excludes taxes and assessments on real property comprising the Site and Illinois, County and Municipal Retailers' Occupation and Service Occupation Taxes and Illinois Use, Sales and Service Use Taxes on building materials and fixtures to be incorporated into the Work but does include such taxes on building materials and equipment consumed or used in performing the construction, but not incorporated in it.
- 2. The Public Building Commission of Chicago, a municipal corporation and political subdivision of the State of Illinois, is exempt from federal Excise Taxes. The State of Illinois Tax Exemption Identification Number is E9978-1506-05.

SECTION 21.10 Royalties and Patents

- All fees for any patent invention, article or arrangement or other appurtenances that may be used upon or in any manner connected with the construction, erection or maintenance of the Work, or any part thereof embraced in the Contract, will be included in the Contract Price.
- 2. The approval of any method of construction, invention, appliance, process, article, device, or material of any kind by the Commission will only be an approval of its adequacy for the Work and will not be an approval of the use thereof by the Construction Manager in violation of any patent or other rights of any third person.

SECTION 21.11 Conflict of Interest

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

SECTION 21.12 Governmental Ethics Ordinance

The Construction Manager has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the
Commission on April 5, 2013, which is available on the Commission's website at
http://www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf, and is incorporated into
this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this
Section will be voidable by the Commission.

SECTION 21.13 Disclosure Affidavit

- The Construction Manager 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 Construction Manager and each joint venture partner, its agents, employees, officers, and any Subcontractors:
 - a. Have not engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, the Commission, any agency of the federal government or any state or local government in the United States;
 - b. Have not been engaged in or been convicted of bid-rigging or bid-rotation activities as defined in the Disclosure Affidavit;
 - c. Are not presently debarred or suspended by any local, state or federal procurement agency;
 - d. Do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1; and,
 - e. Do not owe any debts to the City of Chicago in violation of Chapter 2-92-380 of the Municipal Code of Chicago.

SECTION 21.14 Disclosure of Retained Parties

1. The Construction Manager is required to submit a fully executed Disclosure of Retained Parties within five (5) Days after bid opening, or sooner as required by the Commission. 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

- Each Contractor, in performing under this Contract, will comply with Section 2-92-320 of the Municipal Code of Chicago as follows:
 - a. No person or business entity will be awarded a Contract or subcontract if that person or business entity;
 - Has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that officers or employees official capacity; or
 - c. Has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or
 - d. Has made an admission of guilt of such conduct described in (1) or (2) above which is a matter of record but has not been prosecuted for such conduct.
- 2. For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity is chargeable with the conduct. One business entity will be chargeable with the conduct of an affiliated agency.
- 3. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Commission under certain specific circumstances. Reference is made to Section 2-92-320 of the Municipal Code of Chicago for a definition of affiliated (and/or 'Sister') 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

- The Commission will set off a portion of the Contract Price or compensation due under the Contract in an amount equal to
 the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed
 by the contracting party to the Commission in all contracts undertaken with City of Chicago funds.
- For purposes of this provision, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which neither has payment been made nor an appearance filed in the Circuit Court of Cook County within the time specified on the complaint. Debt means a specified sum of money owed to the Commission for which the period granted for payment has expired.
- 3. Notwithstanding the provisions of paragraph 1 above, no such debt(s) or outstanding violation complaint(s) will be set off from the Contract Price or compensation due under the Contract if one or more of the following conditions are met:
 - a. The contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts owed to the Commission and the contracting party is in compliance with the agreement; or
 - b. The contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
 - c. The contracting party has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

SECTION 21.17 Child Support Ordinance

- 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 age of interest in the Construction Manager; where the Construction Manager 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 Construction Manager. Indirect or beneficial interest means that an interest in the Construction Manager 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 (20%) interest in the Construction Manager and an individual or entity has a fifty (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Construction Manager. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.
- 4. In accordance with Section 2-92-415 of the Municipal Code of Chicago, if an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed or both (1) and (2), then:
- 5. For those bidders in competitive bid contracts, the Commission will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.
- The provisions of this section apply only where not otherwise prohibited by federal, state or local law.

SECTION 21.18 Lists Maintained by Certain Federal Agencies

1. Neither the Construction Manager nor any affiliate of the Construction Manager can be listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or any other list of persons or entities with which the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of the subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 21.19 Local Business Subcontracting Participation

- 1. General Contractors that are Local Businesses (as defined below) are required to award twenty-five percent (25%) of the Work under their contract with the Commission to Subcontractors that are Local Businesses.
- 2. General Contractors that are not Local Businesses are required to award thirty-five percent (35%) of the Work under their contract with the Commission to Subcontractors that are Local Businesses.
- 3. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the corporate limits of the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for County-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project.
- 4. The Construction Manager shall report its utilization of local Subcontractors with each payment request. The form and substance of such report is subject to the approval of the Commission.

ARTICLE 22. MISCELLANEOUS

SECTION 22.01 Counterparts

1. This Contract may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

SECTION 22.02 Governing Law

1. This Contract is governed in accordance with the State of Illinois without regard to choice of law principles. The Construction Manager irrevocably submits and causes its Subcontractors to submit to the original jurisdiction of the Circuit Court of Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Construction Manager agrees that service of process on the Construction Manager 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 Construction Manager, or by personal delivery on any officer, director, or managing or general agent of the Construction Manager.

SECTION 22.03 Consent to Service of Process and Jurisdiction

1. All judicial proceedings brought against the Construction Manager with respect to this Contract may be brought in the Circuit Court of Cook County, Illinois. By execution and delivery of this Contract, the Construction Manager accepts, generally and unconditionally, the exclusive jurisdiction of the aforesaid court, and irrevocably agrees to be bound by any final judgment rendered from which no appeal has been taken or is available. The Construction Manager 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 Construction Manager in the courts of any other jurisdiction.

SECTION 22.04 No Third Party Beneficiaries

1. Except as otherwise be provided herein, the parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Subcontractors or any other third party.

SECTION 22.05 Notices

- 1. Notices, unless expressly provided for otherwise in this Contract, must be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as indicated in Section 8.08, "Notices," of the Agreement.
- 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

- 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. The Construction Manager's Authority. Execution of this Contract by the Construction Manager is authorized and signature(s) of each person signing on behalf of the Construction Manager have been made with complete and full authority to commit the Construction Manager 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.

ARTICLE 23. MBE/WBE SPECIAL CONDITIONS

SECTION 23.01 MBE/WBE Program

1. Policy Statement

- a. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Construction Manager must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance of this Contract.
- b. The Commission requires the Construction Manager also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Construction Manager to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 26% of the annual dollar value of Construction Contracts to MBEs and 6% of the annual dollar value of Construction Contracts to WBEs.
- The contract specific goal for MBE/WBE participation is a minimum of 30% MBE and 8%WBE.
- c. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
 - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - (5) "Construction Manager" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
 - (6) "Established Business" means a person or entity granted certification by the City of Chicago.
 - (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
 - (8) "Good faith efforts" means actions undertaken by the Construction Manager to achieve a Contract Specific Goal

that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

- (9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minorityand women-owned business enterprise program set forth in Section 23.01.8.
- (11) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

4. Determining MBE/WBE Utilization

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
- b. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- c. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Construction Manager employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same Subcontractor will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which Subcontractor may be counted toward only one of the goals, not toward both.
- d. The Construction Manager may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
 - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- e. The Construction Manager may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- f. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Construction Manager subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- g. If the MBE or WBE is a manufacturer:
 - (1) One hundred percent (100%) of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the MBE or WBE goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies articles, or equipment required under the

Contract and of the general character described by the specifications.

- h. If the MBE or WBE is a distributor or supplier:
 - (1) Sixty percent (60%) of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward MBE or WBE goals.
 - (2) The Construction Manager may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Construction Manager that installs those supplies in the Work.
- i. If the MBE or WBE is a broker:
 - (1) Zero percent (0%) of expenditures paid to brokers will be counted toward the MBE or WBE goals.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
 - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity listed in Section 23.01.3.a (1) or 23.01.3.a (2) must be submitted.
 - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - (3) Schedule C: Letter of Intent to Perform as a Subcontractor, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subcontractor) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - (4) Schedule D: Affidavit of Prime Construction Manager Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.7), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within three (3)

Days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.

- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE Subcontractors or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01.13 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the Commission will request copies of the offers from such suppliers. The offers must be furnished to the Commission within three (3) Days of the bidder's receipt of the request for such offers from the Commission. The Commission may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the Subcontractor that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-bid conference;
 - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
 - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
 - (5) Timely notification (at least seven (7) Days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/associations;
 - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner:
 - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
 - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
 - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
 - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

- (11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;
- (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
- (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
- (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
- (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
 - Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
 - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.
- 8. Established Business Participation in the MBE and WBE Procurement Program
 - a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
 - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 23.01.4:
 - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 23.01.4.
 - (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 23.01.4.
 - b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure to Achieve Goals

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

- (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for the Construction Manager's failure to meet the goals, as long as such costs are reasonable.
- (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
- (5) Making a portion of the work available to MBE or WBE Subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE Subcontractors and suppliers, so as to facilitate meeting the goals.
- (6) Making good faith efforts despite the ability or desire of a Construction Manager to perform the work of a contract with its own organization. The Construction Manager that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
- (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
- (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Construction Manager.
- (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
- (10) Effectively using the services of the Commission; minority or women community organizations; minority or women Construction Managers' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Construction Manager did not make a good faith effort to achieve the goals, the Construction Manager may file a Dispute to the Executive Director as provided in Section 18.02 Disputes.

10. Reporting and Record-Keeping Requirements

- a. The Construction Manager, within five (5) working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Construction Manager's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Construction Manager will submit waivers of lien from MBE and WBE Subcontractors and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Construction Manager will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Construction Manager must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least three (3) years after Final Acceptance of the Work. Full access to such records will be granted to the Commission and/or its designees, on five (5) Days' notice in order for the Commission to determine the Construction Manager's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

11. Disqualification of MBE or WBE

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

12. Prohibition on Changes to MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Construction Manager of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Construction Manager shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Construction Manager of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
 - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Construction Manager must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
 - (2) The Construction Manager's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the Subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the Subcontractor to meet insurance, licensing or bonding requirements; g) the Subcontractor's withdrawal of its bid or proposal; or h) decertification of the Subcontractor as MBE or WBE.
 - (3) The Construction Manager's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Construction Manager; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
 - (4) The Construction Manager's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section 23.05 Submission of Bid Proposals.
 - (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) Days to the

request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) Days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
 - The Executive Director will not approve extra payment for escalated costs incurred by the Construction Manager when a substitution of Subcontractors becomes necessary for the Construction Manager in order to comply with MBE/WBE contract requirements.
 - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Construction Manager to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Construction Manager if the Construction Manager is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Construction Manager's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Construction Manager did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Construction Manager from entering into future contracts with the Commission.

15. Severability

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

ARTICLE 24. BID INCENTIVES FOR APPRENTICE UTILIZATION SECTION 24.01 Bid Incentive for Apprentice Utilization Definitions

1. Definitions

- a. For purposes of this Article 24, the following definitions apply:
 - (1) "Apprentice" means any person who is: (1) sponsored into an apprenticeship training program by a Construction Manager that is authorized by a union to sponsor apprentices; and (2) enrolled in, or has graduated from, a construction technology program administered by the City Colleges of Chicago. The union's apprenticeship training program must be registered with the United States Department of Labor, or approved or recognized by the State of Illinois.
 - (2) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the total bid price in order to calculate the bid price to be used to canvass the bid on a competitively bid construction project.
 - (3) "Earned credit" means the amount of the bid incentive allocated to a Construction Manager upon completion of a construction project in which the Construction Manager met or exceeded his or her goals for the utilization of apprentices in performance of the total labor hours performed under the Contract.

- (4) "Earned credit certificate" means a certificate issued by the Executive Director evidencing the amount of earned credit a Construction Manager has been awarded.
- (5) "Labor hours" means the total hours of workers receiving an hourly wage who are directly employed at the work Site. "Labor hours" shall include hours performed by workers employed by the Construction Manager and all Subcontractors working at the work Site. "Labor hours" shall not include hours worked by non-working foremen, owners, and workers who are not subject to prevailing wage requirements.

SECTION 24.02 Bid Incentives

Bid Incentives

a. The bid incentive for utilization of apprentices in the performance of the total labor hours performed under this contract is as follows:

Total Labor Hours Bid Incentive Performed by Apprentices

The bid incentive shall be calculated and applied in accordance with the provisions of subsection 2.b. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the Contract Price.

- b. Upon completion of the Contract, the Construction Manager may apply to the Executive Director for earned credits if the Construction Manager has met or exceeded its apprentice utilization goals established above. If the Executive Director determines that the Construction Manager has successfully met his or her apprentice utilization goals, the Executive Director shall issue an earned credit certificate that evidences the amount of earned credits allocated to The Construction Manager. The Construction Manager may apply the earned credits as the bid incentive for any future construction project contract bid of equal or greater dollar value.
- c. The earned credit certificate is valid for twelve months from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.
- d. The Construction Manager shall maintain accurate and detailed books and records necessary to monitor compliance with this Article 24 and shall submit such reports as required by the Executive Director. Full access to the Construction Manager's and Subcontractors' records shall be granted to the Executive Director, or any duly authorized representative of the Executive Director. The Construction Manager and Subcontractors shall maintain all records pertaining to apprentice utilization for a period of three (3) years subsequent to Final Completion of the Work.

ARTICLE 25. Equal Employment Opportunity Requirements

Section 25.01 Construction Manager has proposed to and agrees to meet the following requirements:

Actual amounts of minority and female work will be measured from the total hours of construction workers employed
on the Project within each of the categories of Journey Workers, Apprentices and Laborers by the Construction
Manager and all of the worksite subcontractors.

Section 25.02 Construction Worker Minimum Requirements:

Percentage of total Journey Worker hours required to be worked by minority Journey Workers during construction of the Project	<u>40%</u>
Percentage of the total Apprentice hours required to be worked by minority Apprentices during construction of the Project.	<u>50%</u>
Percentage of the total Laborers hours required to be worked by minority Laborers during construction of the Project.	<u>60%</u>
Percentage of the total Journey Worker hours required to be worked by female Journey Workers during construction of the Project.	<u>2%</u>
Percentage of the total Apprentice hours required to be worked by female Apprentices during construction of the Project	<u>1%</u>
Percentage of the total Laborer hours required to be worked by female Laborers during construction of the Project.	<u>2%</u>

- Upon completion of all trade contractor procurement, review, and award, by the CM, including any/all Direct Awards (General Trades and Various Trades), the Construction Worker Minimum Requirements will be reviewed by the Commission and confirmed with the Construction Manager. Following confirmation, a no cost Change Order will be processed reflecting the revised requirements (if any).
- 2. The percentage figures set forth above shall not deter or restrict the fuller utilization of minority or female employees for the Project. Compliance with the above requirements for minority and female work will be measured by dividing the hours actually worked by minority or female employees on the Project within each of the categories of journeyworkers, apprentices; laborers by the Construction Manager and all of the worksite subcontractors by the total hours of construction workers employed on the Project within each of those same categories and then multiplying the product for each category by 100 to arrive at the actual percentage of minority or female utilization for each category. Design Builder agrees during the construction of the Project to fulfill every numerical commitment set forth in the Construction Worker Minimum Requirements above. Relief from the Design Builder's obligations as established under the Construction Worker Minimum Requirements is not available due to any limiting condition or circumstance which may affect referral, hiring, or deployment of construction trades employees found to exist during construction. Failure to meet the above stated Minimum Requirements shall be assessed damages as set forth below.

Section 25.03 Damages for Failure to Meet Equal Employment Opportunity Requirements

- 1. The Construction Manager hereby consents and agrees that, in the event that it fails to comply with each of the minimum requirements set forth above the following shall apply:
- 2. If the total hours in any Construction Worker category above equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:
 - a. For each full one (1%) percent deficiency of minority Journeyworkers not utilized four cents per each hundred dollars of the Contract Price calculated as follows:

Contract Price x 04 100

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

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

Contract Price x 03 100

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

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

Contract Price x 01 100

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

- 3. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- 4. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.
- 5. Best Efforts Required
 - a. The Construction Manager agrees to use their best efforts to achieve these requirements. Best efforts shall include, but not be limited to:
 - (1) Monthly Meetings with the Commission's Compliance Department;
 - (2) Monthly Reports detailing efforts used to obtain the necessary workforce to achieve the requirements of this Article;
 - (3) Regular Meetings with subcontractors to review, and assist when necessary, the requirements of this Article;
 - (4) Utilization of the Commission's resources and departments to assist subcontractors with achieving the requirements of this Article;
 - (5) Regularly updating the Authorized Commission Representative and the Commission's Compliance Department of any known and/or anticipated shortfalls of the requirements of this Article; and
 - (6) Any other reasonable and relevant efforts requested of the Construction Manager by the Commission.
 - b. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate
- 6. Request for Waiver
 - a. If the Construction Manager has utilized their best efforts to achieve the requirements in this Article and are still unable

to do so, they may request a Waiver from only these requirements by submitting a letter to the Executive Director requesting the same.

b. The letter requesting a waiver from the Executive Director must explain, in detail, the efforts undertaken by the Construction Manager to meet the requirements. The letter must provide sufficient information regarding outreach, communication, efforts to assist the subcontractor(s) in achieving the requirements, any background on steps taken to remedy the shortfall(s), as well as any other pertinent information which would assist the Executive Director in understanding the shortfall(s). The letter requesting a Waiver will be granted in the sole discretion of the Executive Director, whose discretion will not be unreasonably withheld.

ARTICLE 26. PROJECT FORMS

- The attached Forms, Exhibits "A" through "R" are to be used, completed, and executed by the party whose signature is called for thereon:
 - A. Exhibit A Application and Certification for Payment
 - B. Exhibit B Construction Manager's Sworn Statement and Affidavit for Partial Payment
 - C. Exhibit C PBC Fee Waiver
 - D. Exhibit D Form for Proposing Substitution
 - E. Exhibit E RESERVED
 - F. Exhibit F Construction Manager's Sworn Statement and Affidavit for Final Payment
 - G. Exhibit G Construction Manager's Final Release and Waiver of Lien
 - H. Exhibit H Release by the Construction Manager
 - I. Exhibit I Subcontractor's Final Waiver of Lien and Affidavit
 - J. Exhibit J Release by Subcontractor
 - K. Exhibit K RESERVED
 - L. Exhibit L RESERVED
 - M. Exhibit M Payment Application Form Change Order
 - N. Exhibit N Construction Manager's Payroll Record
 - O. Exhibit O Construction Manager Change Order Proposal Form
 - P. Exhibit P Construction Manager's Prevailing Wage Certification
 - Q. Exhibit Q Project Guarantee Form
 - R. Exhibit R Request for Subcontractor/Supplier Approval Form

EXHIBIT A APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Public Building Commission of Chicago Richard J. Daley Center	PROJECT:	APPLICATION NO:	Distribution to: OWNER
50 W. Washington Street, Room 200 Chicago, Illinois 60602 FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	ARCHITECT CONTRACTOR
		PROJECT NOS:	
CONTRACT FOR:		CONTRACT DATE:	
CONTRACTOR'S APPLICA Application is made for payment, as shown below Continuation Sheet, AIA Document G703, is atta	w, in connection with the Contract.	The undersigned Contractor certifies that to the best of the Conformation and belief the Work covered by this Application completed in accordance with the Contract Documents, that the Contractor for Work for which previous Certificates for payments received from the Owner, and that current payments	n for Payment has been all amounts have been paid by Payment were issued and
1. ORIGINAL CONTRACT SUM 2. Net change by Change Orders 3. CONTRACT SUM TO DATE (Line 1 ± 2) 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 5. RETAINAGE: a. 10 % of Completed Work (Column D + E on G703) b. % of Stored Material (Column F on G703)	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00	CONTRACTOR: By:	, 2009
Total Retainage (Lines 5a + 5b or Total in Column I of G703) 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00	My Commission expires on: ARCHITECT'S CERTIFICATE FO In accordance with the Contract Documents, based on on-sit comprising the application, the Architect certifies to the Ow Architect's knowledge, information and belief the Work has the quality of the Work is in accordance with the Contract D is entitled to payment of the AMOUNT CERTIFIED. AMOUNT CERTIFIED\$	te observations and the data ner that to the best of the s progressed as indicated, occuments, and the Contractor
CHANGE ORDER SUMMARY Total changes approved in previous months by Owner Total approved this Month TOTALS NET CHANGES by Change Order	ADDITIONS DEDUCTIONS	(Attach explanation if amount certified differs from the amo Application and onthe Continuation Sheet that are changed	
AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR P	AYMENT - 1992 EDITION - AIA - ©1992	THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASH	HINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

EXHIBIT B CONSTRUCTION MANAGER'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (Page 1 of 2)

EXHIBIT B CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 0F 2)

				-							
Project Name XXXXX					CONTRACTOR:	Contractor Addr	ess 1			DATE:	
Project Address 1 Project Address 2											
PUBLIC BUILDING COMMISSION OF	CHICAGO			APPLICATION	FOR PAYMENT #				PERIOD FROM	Start & End	
STATE OF ELLNOIS)) SS COUNTY OF COOK)											
The afflant,	first bei	ing duly swom	on oath, deposes	and says that	he/she is	ation and tracking	for the		R NAME,		
									wner,		
under Contract No.	_, dated the	day of		20	for the General C	construction on t	he following pr	oject:			
That, for the purpose of said Contrac equipment, supplies, and services for That, the respective amounts set for That, the work for which payment has whatsoever and in full compliance wi That this statement is a full, true, and	ot, the following p or, and have done th opposite their is s been requested ith the Contract D complete staten	ersons have be a labor on said names is the full thas been con locuments and nent of all such	een contracted wi improvement; all amount of more impeted, free and of the requirements persons and of the	ith, and have fur ey due and to b clear of any and s of said Owner he full amount n	mished or prepare ecome due to eac l all claims, liens, c under them; ow due and the an	ed materials, th of them respe charges and exp mount heretofore	ctively; enses of any i				
1	2	3	4	5	6	7	8	9	10	11	12 REMAINING
Subcontractor Address	Amount	Orders	Amount	COMPL	PREVIOUS	CURRENT	TOTAL	RETAINAGE	BILLINGS	DUE	TO BILL
			i			1					
Subtotal Subcontractor Costs										,	
Subtotal Subcontractor Costs General Conditions Construction Contingency Allowances Contractor Overhead & Profit											
General Conditions Construction Contingency Allowances											
	Project Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF (STATE OF LLINOIS) SS COUNTY OF COOK) The afflant, a(n) that he/she is well acquainted with thunder Contract No. That, the following statements are ma That, for the purpose of said Contrac equipment, supplies, and services for That, the respective amounts set fort That, the work for which payment has whatsoever and in full compliance with That this statement is a full, true, and for such labor, materials, equipment, Subcontractor Name (Trade Description)	Project Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF CHICAGO STATE OF LLINOIS } SS COUNTY OF COOK } The affiant,	Project Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF CHICAGO STATE OF LLINOIS } SS COUNTY OF COOK } The afflant,	Project Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF CHICAGO STATE OF LLINOIS }	Project Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF CHICAGO STATE OF LLINOIS)	Project Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF CHICAGO STATE OF LLINOIS) SS COUNTY OF COOK } The affiant,	Contractor Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF CHICAGO STATE OF LLINOIS) SS COUNTY OF COOK } The efflant,	Project Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF CHICAGO APPLICATION FOR PAYMENT # STATE OF LLINOIS } STATE OF LLINOIS } SS COUNTY OF COOK } The afflant,	Project Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF CHICAGO STATE OF LLINOIS) SS COUNTY OF COOK) The affliant,	Project Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF CHICAGO APPLICATION FOR PAYMENT # PERIOD FROM STATE OF LLINOIS } SS COUNTY OF COOK } The afflant,	Project Address 1 Project Address 2 PUBLIC BUILDING COMMISSION OF CHICAGO APPLICATION FOR PAYMENT # PERIOD FROM Start & End APPLICATION FOR PAYMENT # PERIOD FROM Start & End APPLICATION FOR PAYMENT # PERIOD FROM Start & End STATE OF LLINOIS) SS COUNTY OF COCK) The afflant,first being duly swom on oath, deposes and says that he/she isfor the CONTRACTOR NAME, sign) corporation, and duly authorized to make this Affidavit on behalf of said corporation and for him/hensel individually; that he/she is well acquainted with the facts set forth herein and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract Nodated thedated thedated thedated theto risk General Construction on the following project Project Address 1 Project Address 2 That the following statements are made for the purpose of procuring a partial paymer \$ under the terms of said Contract, That, for the purpose of said Contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and have done labor on said improvement, That, the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively. That, the respective amounts set forth opposite their names is the full amount on work and all claims, liens, charges and expenses of any kind whatsoever and in full compliance with the Contract Documents and the requirements of said Owner under them. That this statement is a full, thue, 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: Saccorporates have grass Description Original Contract. Change Adjusted Contract. **PERMOUNT** **PERMOUNT** **PERMOUNT** **PERMOUNT** **PERMO

EXHIBIT B CONSTRUCTION MANAGER'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (Page 2 of 2)

EXHIBIT B

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 0F 2)

	AMOUNT OF ORIGINAL CONTRACT EXTRAS TO CONTRACT TOTAL CONTRACT AND EXTRAS CREDITS TO CONTRACT ADJUSTED TOTAL CONTRACT			TOTAL RETAI NET AMOUNT PREVIOUSLY	EARNED (Cal.8 - Cal.9)	-	
	These provisions should not be construed as conferring any rights nor as enlarging or altering the application or effect of existing lies		ticontractors, suppliers	s workers or employees,			
Ē	Contractor certifies that to the best of its knowledge, information a	and belief, the work is in accord-	ance with the Contract	Documents:			,
1	that suppliers of materials services, labor and all Subcontractors						
	that the Waivers of Lien submitted herewith by affiant for affiant at						
	that each and every Waiver of Lien was delivered unconditionally.		Data Tac, confect and	gorano,			
	that there is no daim either legal or equitable to defeat the validity						
1	that said Waivers of Lien include such Waivers of Lien from all su	-					
1	acting on behalf of affiant in connection with the work or arising or		list of other affering				
	that so far as affiant has knowledge or information, the said Waiv	-	and moderated				
1	for which a claim could be made and for which a lien could be file		and marchai				
	101 101 101 101 101 101 101 101 101 101	-,					
	that neither the partial payment for any part thereof has been assi						
	that said Contractor herein expressly affirms that should it at any t	, .					
	have been made to said Contractor by or on behalf of the PUBLIC						
	the said Contractor will repay on demand to the PUBLIC BUILDIN			4 "			
	that if any lien remains unsatisfied after all payments are made, the						
	all moneys that the latter may be compelled to pay in discharging	stona teninouing at costs at	ni reasuraut albire)	7 S 10°C S.			
	Signed: (to be signed by the President or Vice President)		Subscribed and swi	om to before me this			
	Print Name:						
	1 that takes are		Notary Public				
	Title:		My Commission ex	oires:			
					_		

EXHIBIT C RESERVED

EXHIBIT D FORM FOR PROPOSING SUBSTITUTION

PROJECT NAME TO: [INSERT ARCHITECT OF RECORD] [ADDRESS] [CHICAGO, IL ZIP CODE] CC: [OWNER'S REPRESENTATIVE] INSTALLER: _____ PHONE: Name of Subcontractor ADDRESS: 1. Specification Section: _____ Paragraph: _____ Reason for Substitution: Proposed Substitute: a. Name and Model No. _____ b. Manufacturer: Address: Phone Number and Person to Contact: c. Attach applicable performance and test data. d. Numbers of applicable reference standards: _____

- 4. Manufacturer's Reputation: Attach evidence of manufacturer qualifications and reputation for prompt delivery and efficiency
- in servicing products, as applicable.
- 5. Comparison: Attach an itemized comparison of the proposed substitution with product specified, including test performance data.
- 6. Changes in Work: Attach data relating to changes required in other work to permit use of proposed substitution and changes required in construction schedule.

Attach a color chart, if applicable.

Attach installation instructions.

f.

- 7. Previous Installation: Attach list of not less than 5 similar projects on which proposed substitution was used. List projects in the Chicago area. List name and address of project, date of installation, and name, address, and phone number of Architect.
- 8. Cost Data: Attach accurate cost data on proposed substitution in comparison with product specified.
- 9. In making request for substitution, the Construction Manager represents that:
 - a. It has examined the Drawings and Specifications and has determined that, to the best of its knowledge, the proposed substitution is appropriate for the use intended in the Drawings and Specifications, and will perform as well as or better than the specified product.
 - b. It will provide the same warranties for substitution as for product specified.
 - c. It will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects.
 - d. It waives all claims for additional costs related to substitutions that consequently become apparent.
 - e. Cost data is complete and includes all related costs under its Contract.

Name of Manufacturer
Signature of Manufacturer's Representative
Date
Name of Installer
Signature of Installer's Representative
Date
Name of Construction Manager or Subcontractor
Signature of G.C.'s Representative
Date

EXHIBIT E RESERVED

EXHIBIT F

CONSTRUCTION MANAGER'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT

(1 of 2)

EXHIBIT F

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (1 0F 2)

PROJECT NAME:						CONTRACTOR:	Contractor Nan	ne		`	DATE	:
PBC PROJECT#:	XXXXX					oom oo oo.	Contractor Add	ress 1			DATE.	
JOB LOCATION:	Project Address 1 Project Address 2						00131000740					
OWNER:	PUBLIC BUILDING COMMISSION OF	CHICAGO			APPLICATION	FOR PAYMENT#]		PERIOD FROM:	Start & End	
	STATE OF ILLINOIS COUNTY OF COOK											
	The affiant,first being duly swom on oath, deposes and says that he/she isfor the CONTRACTOR NAME, a(n)corporation, and duly authorized to make this Affidavit on behalf of said corporation and for him/herself individually, that he/she is well acquainted with the facts set forth herein and that said corporation is the Contractor with the PUBLIC BULDING COMMISSION OF CHICAGO, Owner, under Contract No dated theday of 20 for the General Construction on the following project:											
		Project Name Project Address Project Address										
	That the following statements are ma That the whole work of said contract	has been comple	eted, free and	clear of any and a	ti daims, liens,	charges and expe	held by said O	wner under the	terms of said (Contract;		
	and in full compliance with the Contri That, for the purpose of said Contrace equipment, supplies, and services for That, the respective amounts set fort and that the full amounts of all of said That this statement is a full, true, and for such labor, materials, equipment,	act Documents a ct, the following poor, and have done the opposite their r if monetary obliga- complete staten	nd the require ersons have be labor on said names are the ations have be nent of all such	ments of said Own een contracted wi improvement; full amounts of me en completely fulfi persons and of the	ner under them th, and have fu oney due and to lied and discha ne full amount d	; rnished or prepare o become due to s arged; lue and the amoun	ed materials, each of them res	spectively,				
CRID	11	2	3	4	5	6	7	ŝ	9	10		12
CSI Designation	Subcontractor Name (Trade Description) Subcontractor Address	Original Contract Amount	Change Orders	Adjusted Contract Amount	COMPL	PREVIOUS	ORK COMPLET CURRENT	TOTAL	RETAINAGE	PREVIOUS BILLINGS	DUE.	REMAINING TO BILL
	Subtotal Subcontractor Costs										-	
	General Conditions Construction Contingency Allowances Contractor Overhead & Profit											
	Sub-Total General Conditions, Contingency, Allowances, OH&P											
	TOTAL BASE AGREEMENT											

EXHIBIT F

CONSTRUCTION MANAGER'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (2 of 2)

EXHIBIT F

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (2 0F 2)

AMOUNT OF ORIGINAL CONTRACT EXTRAS TO CONTRACT TOTAL CONTRACT AND EXTRAS CREDITS TO CONTRACT			WORK COMPLETED TO DATE (Col. 7) TOTAL RETAINED (Col. 9) NET AMOUNT EARNED (Col.8 - Col.9) PREMOUSLY PAID (Col. 10)							
ADJUSTED TOTAL CONTRACT			NET AMOUNT DUE THIS PAYMENT (Col. 11)							
These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers workers or employees, nor as enlarging or altering the application or effect of existing lien laws.										
Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials services, labor and all Subcontractors (including all significant sublevels thereof) have been paid in full; that the Final Waivers of Lien and Releases submitted herewith by affiant for affiant and each of the aforesaid persons are true, correct and genuine;										
that each and every Final Walver of Lien	and Release was delivered unconditionally: table to defeat the validity of any of said Fina		•							
	Releases include such Final Waivers of Lier		ontractors, suppliers of malerial or other agents							
and that so far as affiant has knowledge for which a claim could be made and for	or information, the said Final Waivers of Lie which a lien could be filed;	n and said Releases include all th	e labor and material							
That neither the final payment for any pa That said Contractor herein expressly af	rt thereof has been assigned; firms that should it at any time appear that ar	ny illegal or excess payments have	been made to said Contractor							
	COMMISSION OF CHICAGO, whether included to the PUBLIC BUILDING COMMISSION OF									
	all payments are made, the Contractor will re led to pay in discharging such a tien including									
		•								
Signed: (to be signed by the President or Vi	ce President)	Subscribed and sw	orn to before me thisday of, 20							
Print Name:		Notary Public								
Tritle:		My Commission ex	pires:							

EXHIBIT G CONSTRUCTION MANAGER'S FINAL RELEASE AND WAIVER OF LIEN

STATE OF ILLINOIS	}			
COUNTY OF COOK	}			
TO ALL WHOM IT MA	Y CONCERN:			
WHEREAS, an corporation, No, da	has been employed by the lated the	PUBLIC BUILDING COM day of	MMISSION OF CHI 20	CAGO, as Owner, under Contra
for (Designate Project	and Location)			
•	for and in consideration of th			
\$				
on the final adjusted C	ontract Price of			
\$				
claim, or right of lien u		te of Illinois relating to N		ves and release any and all lien, n account of labor or materials,
IN WITNESS, the unde	ersigned has caused its corpo		o affixed and these tested by its	presents to be signed by its
on this said Corporation.	day of	and a		suant to authority given by the
(SEAL)		_		
ATTEST:		ВҮ		
		_ Titl	e President or Vice	e President
Secretary or Assistan	t Secretary	_		

EXHIBIT H RELEASE BY THE CON	STRUCTION MANAGER		
STATE OF ILLINOIS	}		
COUNTY OF COOK	} SS }		
KNOW ALL MEN BY THE	ESE PRESENTS:		
WHEREAS, an PUBLIC BUILDING COM day of	MISSION OF CHICAGO, as Owr 20	ner, under Contract No. , to	corporation, has been employed by the , dated the
for (Designate Project and	d Location)		
\$on the final adjusted Conf	and in consideration of the final p	ayment of	
BUILDING COMMISSION of action, cause and cau financial obligations, clair foregoing, from all financiand demands for any add with the aforesaid work for hereafter can, will, or may employees and agents, a	N OF CHICAGO, its Executive Dir ses of action, suits, debts, sums ms, and demands whatsoever, ir al obligations, claims, and deman litional and extra work, labor, ma or the said designated project which have against the said PUBLIC BU	rectors, officers, and agents, a of money, accounts, controva- law or in equity, and particular ands arising under said contracterials, equipment and suppli- tion the undersigned, its successors JILDING COMMISSION OF Color representatives, successors	ned releases and discharges the PUBLIC and each of them from any and all manner versies, agreements, promises, damages, larly, without limiting the generality of the ct and from all financial obligations, claims as prepared for or furnished in connection assors and assigns, ever had, now has, or CHICAGO, its Executive Directors, officers, and assigns, for or by any reason of any
IN WITNESS, the unders	igned has caused its corporate so	eal to be hereunto affixed and attested by its	these presents to be signed by its
on this by the of said Corporation	day of n.	, 20	, pursuant to authority given
(SEAL)			
ATTEST:		BY	
			t or Vice President
		Presiden	t or Vice President

Secretary or Assistant Secretary

EXHIBIT I

SUBCONTRACTOR'S FINAL WAIVER OF LIEN-TO-DATE AND AFFIDAVIT

STATE OF	ILLINOIS) FIN	AL WAIVER OF	LIEN	C+#		
COUNTY	> 55			Gty # _		
COUNTY	<i>-</i>			Escrow #_		
TO WHOM IT MAY C	ONCERN:					
WHEREAS the undersi	gned has been employed by					
to furnish						
for the premises known	85					
of which	2				i	s the owner.
THE undersig	ned, for and in consideration of					
hereby waive and release with respect to and on a furnished, and on the m	populars, and other goes any and all lien or claim of, of said above-described premises, noneys, funds or other consideral nachinery, heretofore furnished, CLUDING EXTRAS.*	or right to, lien, under the s and the improvements the tions due or to become due	statutes of the St reon, and on the from the owner	ate of Illinois, material, fixto on account of	relating to med ires, apparatus of fall labor, service	hanics' liens, or machinery ces, material,
DATE	COM	PANY NAME				
		RESS				
SIGNATURE AND	TITLE					
	ARE NOT LIMITED TO CHANGE	ORDERS, BOTH ORAL AND	WRITTEN, TO T	HE CONTRACT.		
STATE OF ILLINOIS) CON	TRACTOR'S AFF	IDAVIT			
COUNTY OF	ss					
TO WHOM IT MAY O	CONCERN:					
THE UNDER	SIGNED, (NAME)			BEING	DULY SWORN	DEPOSES
AND SAYS THAT HE	OR SHE IS (POSITION)					OF
(COMPANY NAME)					w	HO IS THE
CONTRACTOR FURN	NISHING			w	ORK ON THE	BUILDING
LOCATED AT						
OWNED BY						
there is no claim either who have furnished ma or for material entering	of the contract including extras* prior to this payment legal or equitable to defeat the aterial or labor, or both, for said to the construction thereof at aired to complete said work accounts.	at. That all waivers are true, validity of said waivers. To work and all parties having and the amount due or to be	correct and gen hat the following contracts or sub come due to eac	uine and delive g are the name contracts for s	ered uncondition s and addresses specific portions	nally and that of all parties of said work
	AND ADDRESSES		CONTRACT PRICE	AMOUNT	THIS	BALANCE
- TANKEO P	ITO NOORLOSES	WHAT FOR	INCLDG EXTRAS*	PAID	PAYMENT	DUE
			-			
TOTAL LABOR AND	MATERIAL INCLUDING EX	TRAS* TO COMPLETE.				
	contracts for said work outstan ind done or to be done upon or				ny person for m	sterial, labor
DATE	SIG:	NATURE:				
SUBSCRIBED AND S	SWORN TO BEFORE ME THE					
*EXTRAS INCLUDE B	UT ARE NOT LIMITED TO CH	IANGE				
	AND WRITTEN, TO THE CONTRAC			NOTAR	Y PUBLIC	
E 2070 DS/04		Described by Chinas To	la Tanana		PUBLIC	
F.3870 R5/96		Provided by Chicago Tit	ie Insurance Con	mpany		

EXHIBIT J RELEASE BY SUBCONT	RACTOR					
STATE OF ILLINOIS	}	1.00				
COUNTY OF COOK	}	} SS				
KNOW ALL MEN BY THE	SE PRESEN	TS:				
WHEREAS, an under Subcontract dated t	he	day of	corporation, has I	peen employed b 20	y , to	
for (Project and Location)						
NOW, THEREFORE, for a	and in conside	eration of the final	payment of			
\$			on the final adjuste	d subcontract pri	ce of	
\$and release and paymen CHICAGO to the said	t of retained	funds, or a part t	by the said thereof by or on be	ehalf of the PUB	LIC BUILDING (COMMISSION O
and other good and valua BUILDING COMMISSION all manner of action, caus damages, financial obligat of the foregoing, from al obligations, claims and of furnished in connection with had, now has, or hereafter Directors, officers, employ reason of any cause, matter	OF CHICAG e and cause ions, claims, I financial ob emands for a th the aforesa can, will, or ees and age	O, its Executive Direction, suits, of action, suits, of and demands what bligations, claims, any additional and aid work for the desmay have against the suits, and their respectives.	rectors, officers, em debts, sums of mon tsoever, in law or in and demands aris extra work, labor, signated project which the said PUBLIC Bu ective heirs, persona	ployees and ager ey, accounts, cor equity, and partic ing under such materials, equiprich the undersigne IILDING COMMIS al representatives	nts, and each of the ntroversies, agree ularly, without lim subcontract and ment and supplied, its successors SSION OF CHICAS, successors and	nem, from any and ements, promises iting the generality from all financia as prepared for of and assigns, even AGO, its Executive
IN WITNESS, the undersign	gned has cau	sed its corporate s		affixed and these ested by its	presents to be si	gned by its
on this of said Corporation.	day of				suant to authority	given by the
(SEAL)						
ATTEST:			BY			
			Title	President or Vic	ce President	
Secretary or Assistant S	ecretary			i icaluciil di Vil	o ricoluciil	

EXHIBIT K RESERVED

EXHIBIT L RESERVED

EXHIBIT M PAYMENT APPLICATION FOR CHANGE ORDER (1 of 4)

	(1 of	4)	
Monthly Estimate No For the Period Contract No	to	Date Sheet	of
To: For Work on Account of:			

			CURF	RENT ESTIMATE	TOTAL ESTIMATE TO DATE			
ITEM NO	DESCRIPTION	CONTRACT PRICE	% DONE	AMOUNT	% DONE	AMOUNT		
TOTAL THIS	S SHEET:							

EXHIBIT M

PAYMENT APPLICATION FORM (2 of 4) CHANGE ORDER

Monthly Estimate No			Date
For the Period Contract No	to	Sheet	of
То:			
For Work on Account of:			

				CURR	RENT ESTIMATE	TOTAL ESTIMATE TO DATE				
ITEM NO	DESCRIPTION	SUBCONTRACTOR'S NAME	CONTRACT PRICE	% DONE	AMOUNT	% DONE	AMOUNT			
						1	<u> </u>			
TOTAL	. NET DEBIT OR CREDIT:									

EXHIBIT M

STORE	MATERIAL (3 of 4)										
Monthly For the F Contract			She	of							
To For Work	c on Account of										
MATERI	AL STORED - PREVIOUS ESTIMATE NO _	(\$)							
ITEM NO	MATERIAL DELIVERED THIS PERIOD	QUANTITY	UNIT	UNIT PRICE	AMOUNT	50% AMOUNT					
		TOTAL DELIV	ERED TI	HIS PERIOD							
ITEM NO	MATERIAL USED THIS PERIOD	QUANTITY	UNIT	UNIT PRICE	AMOUNT	50% AMOUNT					
		TOTAL	USED T	HIS PERIOD							
		DEBIT OR C	REDIT T	HIS PERIOD							
MATEDI	AL STORED - THIS ESTIMATE										

EXHIBIT M SUMMARY OF ESTIMATE SHEETS (4 of 4)

Mon	thly Estimate No		Date	
	he Periodto		Sheet of _	
Cont	ract No			
To				
	Nork on Account of	Т	Les	Les
SU	MMARY OF ESTIMATE SHEETS	(1)	(2)	(3)
DE	SCRIPTION	TOTAL CONTRACT ESTIMATE	CURRENT ESTIMATE	TOTAL ESTIMATE TO DATE
1	Sheet No. 1	LOTIMATE	\$	\$
2			<u> </u>	Y
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		\$	
	Deduct: Total Reserve To Date (Column 3)			\$
	Deduct: Current Liquidated Damages (Line 25)		\$	
	Deduct: Total Liquidated Damages (Line 23)			\$
	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 estimate	ates up to 50% of contrac	ot.
LIC	QUIDATED DAMAGES COMPUTATION	•	•	
23	Total Liquidated Damages to Date		Days	\$
24	Deduct: Amount Previously Withheld			\$
25	CURRENT LIQUIDATED DAMAGES			\$
	Approx. % Contract Completed %	Total Contract Tin (Incl. Time Extens)	ne	Days
	Starting Date:	Total Time Used		Days
	ied By: Architect's Contract Administrator OMMENDED FOR APPROVAL:	Name of Construction	on Manager	Date
Arch	itect's Project Manager	Title		

EXHIBIT N CONSTRUCTION MANAGER'S PAYROLL RECORD FORM RE-48 (Rev. PW 1982) (1 of 2)

								PAYR	OLL							S	Sheet	of
Name of Construction Manager &	No or Su	ubcontracto	or & N	lo													Payroll No	1.
										Proje	ect No.	Location					Tax Week	Ending
Address										Project Name							Contract No	
Name, Address and Social Security # of Employee	- I	Work	ОТ			Hou	rs and	d Days	Wor	ked		5.		Deductions				Net
	Ethnic Group	Classi- fication	or	s	М	Т	W	Th	F		Total Hours	Rate of Pay	Total Earned	Federal WH Tax	FICA	State WH Tax	Total Deduct.	Wages Paid
			S															
			0															
			S															
			0															
			S															
			0															
			S															
			0															
			S															
			0														+	
			S 0															
			S														+	-
			0															
			S															
	<u> </u>	Tot		. Hou	rs (St	raight	& Ov	ertime) this	Page			l		l	1		.1
Reviewed By:						ork				d _		Completed						

EXHIBIT N (2 OF 2)

(Title)	of Signatory Party) hat I pay or supervise the payment of the persons employed by	4. (a)	That: WHERE FRINGE BENEFITS ARE PAID TO APPRO In addition to the basic hourly wage rates paid to referenced payroll, payments of fringe benefits as lis to appropriate programs for the benefit of such emp WHERE FRINGE BENEFITS ARE PAID IN CASH Each laborer or mechanic listed in the above referen payroll, an amount not less than the sum of the appl of the required fringe benefits as listed in the contrain	each laborer or mechanic listed in the above sted in the contract have been or will be made loyees, except as noted in Section 4(c) below. Indeed payroll has been paid, as indicated on the licable basic hourly wage rate plus the amount
(C	the Construction Manager or Subcontractor)	(c)	EXCEPTIONS	
,	Building or Work) nat during the payroll period commencing on the day		EXCEPTION	EXPLANATION
of	0 1, 1			
	een paid the full weekly wages earned, that no rebated have been or will be made either directly			
	r indirectly to or on behalf of said from the full weekly wages (Construction Manager or Subcontractor)			
	arned by any person and that no deductions have been made either directly or indirectly from the ill wages earned by any person, other than permissible deductions as defined in Regulations, Part			
	(29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (42			
St	tat 943, 63 Stat 106, 72 Stat 967, 76 Stat 357, 40 U.S.C. 276c), and described below:			
_			REMARKS	
_				
	hat any payrolls otherwise under this contract required to be submitted for the above period are orrect and complete, that the wage rates for laborers or mechanics contained therein are not less			
th: th:	on ect and complete, that the wage rates for laborers of mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; nat the classifications set forth therein for each laborer or mechanic conform with the work he/she erformed.		NAME AND TITLE	SIGNATURE
ap of	hat any apprentices employed in the above period are duly registered in a bona fide pprenticeship program registered with a State apprenticeship agency recognized by the Bureau f Apprenticeship and Training, United States Department of Labor, or if no such recognized			L THE ABOVE STATEMENTS MAY SUBJECT THE CTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE OF TITLE 31 OF THE UNITED STATES CODE.
	gency exists in a State, are registered with the Bureau of Apprenticeship and Training, United			
St	tates Department of Labor.			

EXHIBIT O CONSTRUCTION MANAGER CHANGE ORDER PROPOSAL FORM

EXHIBIT O CONTRACTOR CHANGE ORDER PROPOSAL FORM (CM/DB) PUBLIC BUILDING COMMISSION OF CHICAGO Richard J. Daley Center 50 W. Washington I Room 200 I Chicago, IL 60602 312-744-3090

PROJECT NAME:						
CM/DB:						
ADDRESS:						
CONTACT NAME:			PBC CONTRACT NO.:			
TELEPHONE:			CHANGE ORDER NO.:			
ARCHITECT OF RECORD:			BULLETIN NO.:			
		CHANGE ORDER	BREAKDOWN			
Detailed breakdown of costs for this Change Order Proposal For	each subcontractor and each trad m.	e performed by the CM/DB	and documentation supporting a	ny request for time extens	ion must be su	thw bettimdu
		I. WORK OF SUBCO	NTRACTORS			
			VALUE OF WORK			
SUBCONTRACTO	OR FIRM NAME	TRADE	(Including Sub Mark- Up)	CM/DB MARK-UP	TOTAL	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
A. Work by Subcontractors (In	ncluding CM/DB Mark-Up)				\$	
		II. CM/DB'S	WORK			
	DESCRIPTION OF WORK		VALUE OF WORK	CM/DB MARK-UP	то	DTAL
				15.00%	\$	
				15.00%	\$	
				15.00%	\$	
				15.00%	\$	
			_	15.00%	\$	
				15.00%	\$	
B. Work by CM/DB (Including)	Mark-Up)				\$	
		III. PROPO	SAL			
C. Total Cost of Work for this	Change Order (A+B)				\$	
D. Time Extension (Additional	days requested)					
	Time Extension (Line D) represent osts or time extension related to the			ts of the Work referenced	in this Change	Order
Prepared and Submitted for A	pproval by:					
Mama			Title		Date	

Date Printed: 9/7/0324 10:43 AM File Code Here: ON_PBC_Exhibit/Orlange/Orde/Proposal/Template/Contractor/Manager/CMDB_20190606

1 of 1

EXHIBIT P CONSTRUCTION MANAGER'S PREVAILING WAGE CERTIFICATION

Work under the Contract have been paid wages at rates not I	PBC Contract No. entices and trainees employed by it or by a Subcontractor performing ess than those required by the Contract provisions, and that the Work trainee conformed to the classifications set forth in the Contract or
Name	Title
Construction Manager:	
Project:	

EXHIBIT Q PROJECT GUARANTEE FORM

I, (name)			,						
(title)									
of (Construction Manager)							arantee the		
	year	(s)	from	the	date	of	final		acceptance
any defects within this period from the defects or the rep							Oocuments a lamages to o	-	

EXHIBIT R REQUEST FOR SUBCONTRACTOR/SUPPLIER REVIEW FORM

Public Bu	éding Commis	sion of Chicago Re		Center 50 West			Picago, Illinois 6060	2 (312) 744	-3090 pb	cchicago.com		
Project No.			Specification	No.			Request No.:					
Project Name							Contract No.:					
Total Contract Val	ue	\$			_		stal Contract Valu	e _\$			_	
					-						_	
Prime Contractor					Subci	ontractor						
Federal I.D. #					Feder	ral I.D. #					_	
Street or P.O. Box					Street	tor P.O. Box						
City	State Zip Code		ode	_	City		State	Zip Code				
Telephone	rone Fax#				Telep	hone	_	Fax #				
Est. Start Dale (N	TP)	Est. Comp	oletion Date	(S / C)	Est. S	Start Date (Sut	b/ Sup)	Est. Com	pletion D	Date (Sub/Sup	9)	
Item No. Item	Item D	Item Description			Quantity	Unit Price	nit Price Total Am					
								\$				
								\$				
	Valu	e of above prop	osed subco	ntract			\$				Ξ	
	Valu	e of all work sut	blet previous	sly			\$					
	Tota	I value of all wo	rk proposed	to be sublet to	date		\$					
The subcontract docume will in no way hinder the understanding that the p obtained. Any change in	subcontractor offine contractor	from maintaining h	is progress on roumstances n	any other work or eleved of his abilit	n which he is of ies and obligation	ther a subcontractions, and is respon	ctor or principal contr sible for the organiza	actor. This is	a trauper	made with the		
The above named S				ments of Speci			r the following (at					
lualifications (chec ISC / PCI Certificat		s No	N/A		Experie Single S	nce: lource Respo	onsibility:		No□ No□	N/A□		
he above subcontra	ctor is a:			MBE	WBE	Non-Minorit	γ□					
he above subcontra	ctor will prov	vide on-site labo	r:	Yes 🗆	No□							
he subcontract agre	ement/purch	hase order is alt	ached:	Yes□	No□	(if no, must	be provided at a	ater date)				
Data Printed &7/2024 10:45 00000-00-03-03-01/FM PBC		levies from Template N	w2_20180921							Page 1 of 2		