AGREEMENT TO CONTRACT ASSIGNMENT

Effective upon the execution of this agreement to contract assignment ("Agreement") by Assignor, Assignee and Contractor (as each is defined below), the Public Building Commission of Chicago, an Illinois municipal corporation (the "PBC"), as Assignor, assigns its rights and delegates its duties and obligations under Bid Package No. 06100 General Trades SCOPE of PBC Contract No. PS1668 (the "Contract"), which Contract was made and entered into as of January 26, 2010 by and between the PBC and Scale Construction Inc. ("Contractor"), to Turner Construction Company, a New York Corporation ("Turner"), as Assignee. Notwithstanding the foregoing, Contractor's obligation to indemnify and defend Assignor under the terms of the Contract shall remain in full force and effect subsequent to such assignment.

Effective immediately upon the execution of this Agreement by all the parties hereto, Assignee accepts Assignor's rights under the Contract and assumes performance of the Contract, including all of Assignor's duties and obligations under it.

Effective immediately upon the execution of this Agreement by all the parties hereto, Contractor consents to the assignment and transfer of the Contract from Assignor to Assignee, and shall perform its duties and obligations and exercise its rights under the Contract, including its obligation to indemnify and defend Assignor, pursuant to the terms and conditions stated therein.

Signed as of this _____ day of ______, 2010, by:

ASSIGNOR Public Building Commission of Chicago

By:

Erin Lavin Cabonargi **Executive Director**

Public Building Commission of Chicago Samed File Original Copy To: 01 PEC: 02 PMO: 03 UAP: 04 PROJECT No: 05/60 REC'D MAR 22 2010 Authority 01-Controls 02-[⊝]ar√Dsgn 04-

State of Illinois County of Cook CN_Scale_KAR_PS/bb8-13 Ogden Replacement ES-General
Trade_20100322

This instrument was ACKNOWLEDGED before me this 18th 2009 by Erin Lavin Cabonardi as 5 _ day of ///a 2009 by Erin Lavin Cabonargi, as Executive Director of the Public Building Commission

of Chicago.

OFFICIAL SEAL DAISY L JACKSON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/24/12

AGREEMENT TO CONTRACT ASSIGNMENT
ASSIGNOR Turner Construction Company
Ву:
Name: Stephen W. Fort
Title Vice President & General Manager
State of Illinois, County of Cook
This Instrument was acknowledged before me this 26 day of 100 day
Qa. 0 /4
Notary Public Morany Public My Commission E
CONTRACTOR Scale Construction Inc. By: Name: PRINTED TITLE Name: Name:
State of Illinois, County of Cook
This Instrument was acknowledged before me this 10 day of Tebruary 2010 of
Denie Castellano
Notary Public
"OFFICIAL SEAL" GIORIA CASTELIANO Notary Public - State Of Illinois My Commission Expires: 07/27/2010

This Agreement, made as of the TWENTY-SIXTH day of JANUARY in the year TWO THOUSAND TEN by and between the Public Building Commission of Chicago, an Illinois municipal corporation, (hereinafter called the "PBC") and SCALE CONSTRUCTION INC., an Illinois Corporation with office located at 2101 South Carpenter Street, Chicago, Illinois 60608 (hereinafter called the Subcontractor).

Witnesseth, that the Subcontractor and the PBC agree as follows:

Description of Work

Article I. The Subcontractor shall perform and furnish all the work, labor, services, materials, plant, equipment, tools, scaffolds, appliances and other things necessary for GENERAL TRADES (hereinafter called the Work) for and at the OGDEN REPLACEMENT ELEMENTARY SCHOOL (hereinafter called the Project), located on premises at 24 WEST WALTON STREET, CHICAGO, ILLINOIS 60610 (hereinafter called the Premises), as shown and described in and in strict accordance with the Plans, Specifications, General Conditions, Special Conditions and Addenda thereto prepared by NAGLE HARTRAY DANHER KAGAR McKAY PENNEY ARCHITECTS, LTD. (hereinafter called the Architect) and with the terms and provisions of the Agreement for Construction Management Services (hereinafter called the "General Contract") between PBC and Turner Construction Company (hereinafter called the "Construction Manager") dated OCTOBER 15, 2009 and in strict accordance with the additional Provisions, FIVE (5) pages annexed hereto and made a part hereof.

Contract Documents

Article II. The Plans, Specifications, General Conditions, Special Conditions, Addenda and General Contract hereinabove mentioned, are available for examination by the Subcontractor at all reasonable times at the office of the PBC; all of the aforesaid, including this Agreement, being hereinafter sometimes referred to as the Contract Documents. The Subcontractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the PBC, or of the Construction Manager, or of any of their respective officers, agents, servants, or employees.

With respect to the Work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to the PBC by each and all of the terms and provisions of the General Contract and the other Contract Documents, and to assume toward the Construction Manager all of the duties, obligations and responsibilities that Construction Manager by those Contract Documents assumes toward the PBC, and the Subcontractor agrees further that Construction Manager shall have the same rights and remedies as against the Subcontractor as the PBC under the terms and provisions of the General Contract and the other Contract Documents has against Construction Manager with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full. The terms and provisions of this Agreement with respect to the Work to be performed and furnished by the Subcontractor hereunder are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the General Contract and the other Contract Documents.

This Subcontract Agreement, the provisions of the General Contract and the other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Subcontract Agreement irreconcilably conflicts with a provision of the General Contract and the other Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

The parties recognize that problems and disputes between them may occur and that it is preferable for them to reach an amicable resolution of same without the need to resort to formal dispute resolution procedures. In that regard, they each pledge to participate in good faith in voluntary and non-binding Alternate Dispute Resolution (ADR) procedures. However, in the event that such disputes are not resolved by mediation or another ADR procedure as the PBC and the Subcontractor

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may agree then such disputes shall be resolved at PBC's sole option either in the manner and forum pursuant to which disputes between the PBC and Construction Manager are to be resolved under the terms of the General Contract or according to law. Furthermore, the Subcontractor agrees that the PBC shall have the exclusive right to join the Subcontractor as a party in any dispute resolution procedure (including without limitation ADR procedures, binding arbitration or other judicial or non-judicial proceeding) between the PBC and Construction Manager, together with such other subcontractors or parties as may be appropriate, where in the judgment of the PBC the issues in dispute are related to the work or performance of the Subcontractor. Furthermore, the Subcontractor expressly agrees to waive its right to trial by jury in case the PBC elects to resolve the dispute in litigation.

Time of Completion

Article III. The Subcontractor shall commence the Work when notified to do so by the PBC and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with those project schedules as may be issued from time to time during the performance of the Work and any other scheduling requirements listed in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project.

The Subcontractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work providing information for the scheduling of the times and sequence of operations required for its Work to meet PBC's overall schedule requirements, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the project schedule including any revisions thereto.

Should the progress of the Work or of the Project be delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Construction Manager including legal fees and disbursements incurred by Construction Manager (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Subcontractor and its surety hereunder or otherwise) or to the PBC or any damages or additional costs or expenses for which Construction Manager or the PBC may or shall become liable, the Subcontractor and its surety shall and does hereby agree to compensate Construction Manager and the PBC for and indemnify them against all such costs, expenses, damages and liability.

PBC, if it deems necessary, may direct the Subcontractor to work overtime and, if so directed, the Subcontractor shall work said overtime and, provided that the Subcontractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, PBC will pay the Subcontractor for such actual additional wages paid, if any, at rates which have been approved by PBC plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Subcontractor to comply with Subcontractor's obligations under this Agreement.

If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Subcontractor shall, in addition to all of the other obligations imposed by this Agreement upon the Subcontractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay. Should the Subcontractor fail to make up for the time lost by reason of such delay, PBC shall have the right to cause other Subcontractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such overtime and/or such other action shall be borne by the Subcontractor.

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Price

Article IV. The sum to be paid by the PBC, out of funds received from the owner, to the Subcontractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Subcontractor under this Agreement and the other Contract Documents shall be NINE HUNDRED SEVENTEEN THOUSAND ONE HUNDRED FORTY-THREE AND 00/100 DOLLARS (\$917,143.00) (hereinafter called the Price) subject to additions and deductions as herein provided.

The Price includes all Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for and in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against the PBC, Construction Manager or the Subcontractor. Where the law requires any such taxes to be stated and charged separately, the total price of all items included in the Work plus the amount of such taxes shall not exceed the Price.

Monthly Estimate

On or before the last day of each month the Subcontractor shall submit to Construction Manager, in the form required by the PBC, a written requisition for payment showing the proportionate value of the Work installed to that date, from which shall be deducted: a reserve of ten per cent (10%); all previous payments; all amounts and claims against Subcontractor, by the PBC or any third party, for which Subcontractor is responsible hereunder; and all charges for services, materials, equipment and other items furnished by the PBC to or chargeable to the Subcontractor; and the balance of the amount of such requisition, as approved by Construction Manager, the PBC and the Architect, shall be due and paid to the Subcontractor on or about the fifteenth (15th) day of the succeeding month or in accordance with the Contract Documents.

In the event of an assignment of the Agreement by the PBC, the obligations of the assignee to make a payment under this Agreement, whether a progress or final payment, or for extras or change orders or delays to the Work, is subject to the express condition precedent of payment therefor by the PBC to the assignee. If the assignee has provided payment or performance bonds or a combination payment and performance bond, the obligation of assignee and its Surety under any of those bonds to make any payment (whether a progress payment or final payment) to a claimant on that bond is similarly subject to the express condition precedent of payment therefore by the PBC. Final payment to the Subcontractor shall be made only with funds received by assignee from the PBC, the Construction Lender or the Owner's Agent as final payment for Work under the General Contract. Final payment to assignee by the PBC shall be an express condition precedent that must occur before assignee shall be obligated to make final payment to the Subcontractor and shall be in addition to any other conditions precedent contained in this Agreement.

The Subcontractor shall submit with its first requisition for payment a detailed schedule showing the breakdown of the Price into its various parts for use only as a basis of checking the Subcontractor's monthly requisitions.

PBC reserves the right to advance the date of any payment (including the final payment) under this Agreement if, in its sole judgment, it becomes desirable to do so.

The Subcontractor agrees that, if and when requested to do so by the PBC, it shall furnish such information, evidence and substantiation as the PBC may require with respect to the nature and extent of all obligations incurred by the Subcontractor for or in connection with the Work, all payments made by the Subcontractor thereon, and the amounts remaining unpaid, to whom and the reasons therefor.

Final Payment

Final payment by the PBC to the Subcontractor shall not become due and payable until the following other express conditions precedent have been met: (1) the completion and acceptance of the Work by Construction Manager, the PBC and the Architect; (2) provision by the Subcontractor of evidence satisfactory to the PBC that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; (3) execution and delivery by the Subcontractor, in a form

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satisfactory to the PBC of a general release running to and in favor of Construction Manager and the PBC; and (4) complete and full satisfaction of all claims, demands and disputes, and all obligations and responsibilities of Subcontractor, arising out of or related to the Subcontract, including those as between the PBC and Subcontractor as well as those between Subcontractor and any third party. Should there be any such claim, obligation or lien or unsatisfied obligation or responsibility whether before or after final payment is made, the Subcontractor shall pay, refund or deliver to the PBC (1) all monies that Construction Manager and/or the PBC shall pay in satisfying, discharging or defending against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith; and (2) such amounts as Construction Manager or the PBC shall, in their sole discretion, determine to be an amount sufficient to protect Construction Manager and the PBC therefrom (in lieu of payment of such amounts, Subcontractor may, at PBC's and Construction Manager's sole discretion, deliver a bond satisfactory to Construction Manager and PBC). Such refund and payment shall be made within ten (10) days of request by the PBC to Subcontractor for same. The final payment shall be due within forty (40) days after all of these express conditions precedent have been met.

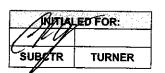
Payments Withheld

If any claim or lien is made or filed with or against Construction Manager, the PBC, the Project, the Premises or the Project funds by any person claiming that the Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by or through Subcontractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if any such claim or lien is filed or presented, or if Construction Manager or PBC, in good faith, believes that such a claim or lien may be filed or brought, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, Construction Manager or the PBC might become liable and which is chargeable to the Subcontractor, or if the Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by or through Subcontractor at any tier causes damage to the Work or to any other work on the Project, or if the Subcontractor fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, PBC shall have the right (A) to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy. discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate Construction Manager and the PBC for and indemnify and hold them harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith; and (B) to demand that Subcontractor provide, within ten (10) days of PBC's request therefore, proof to the satisfaction of Construction Manager and PBC that such non-payment, claim or lien has been fully satisfied, dismissed and discharged. Upon the failure of Subcontractor to fulfill the requirements of a demand issued by PBC pursuant to subsection (B) above, PBC may, in such manner as PBC may in its sole discretion determine, secure the satisfaction, dismissal and discharge of such claim, by payment or otherwise, and Subcontractor shall within ten (10) days of demand therefore, be liable for and pay to PBC all amounts (including legal fees and disbursements) incurred or suffered by Construction Manager or PBC arising out of or related thereto. PBC shall, in addition, have the right to apply and charge against the Subcontractor so much of the amount retained as may be required for the foregoing purposes. Subcontractor further agrees to indemnify, hold harmless and defend Construction Manager and PBC, upon demand, for any and all such claims, liens, and the costs, expenses (including legal fees and disbursements), damages and liabilities arising out of or related thereto. Subcontractor acknowledges (1) that discharge of such liens or claims by bond imposes liability upon a surety, Construction Manager and PBC, and (2) that Construction Manager is not required to discharge such lien or claims by bond when exercising its rights hereunder.

Payments etc., non Acceptance

No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Subcontractor from any of its obligations under this Agreement; nor shall entrance and use by the PBC constitute acceptance of the Work or any part thereof. The failure

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of Subcontractor to fully perform and satisfy any or all obligations set forth in this Article IV shall constitute a default, entitling the PBC to take action as described in Article XI.

Extension of Time

Article V. Should the Subcontractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including but not limited to any act, omission, neglect, negligence or default of Construction Manager or of anyone employed by Construction Manager or by any other contractor or subcontractor on the Project, or by the Architect. the PBC or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order in no wise chargeable to the Subcontractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Subcontractor, its officers, agents, employees, subcontractors or suppliers, then except where the General Contract has specific requirements at variance with the foregoing, in which case the requirements of the General Contract shall govern, the Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Subcontractor shall not be entitled to any such extension of time unless the Subcontractor (1) notifies PBC in writing of the cause or causes of such delay, obstruction. hindrance or interference within forty eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Subcontractor acknowledges that provision of such notice is an essential condition precedent to Subcontractor's rights in connection with any such delays, obstructive hindrances or interferences to PBC's ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, Subcontractor expressly waives all rights with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, if the General Contract is at variance with granting such time extension, then the provisions of the General Contract shall control.

The Subcontractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction, hindrance or interference to the Work except to the extent that PBC has actually recovered corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such delay, obstruction, hindrance or interference, and then only to the extent of the amount, if any, which PBC on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference. Notwithstanding any term or provision herein to the contrary, Subcontractor expressly waives and releases all claims or rights to recover lost profit (except for profit on work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to the Agreement, including the breach thereof by PBC, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the work.

It shall be an express condition precedent to any obligation on the part of PBC to make payment of any such cost, reimbursement, compensation or damages to the Subcontractor hereunder that PBC shall first be determined to be entitled to such compensation on behalf of the Subcontractor and then receive such payment from Owner, and Subcontractor expressly acknowledges that PBC is not obligated or required to pursue Subcontractor claims as against Owner if the PBC, in its sole discretion, after review of Subcontractor's claim, has deemed the claim to lack merit in whole or in part.

The Subcontractor agrees that it shall contribute a fair and proportionate share of the costs of advancing the claims of the Subcontractor for delay, including but not limited to legal and other professional fees.

Freight Charges and Shipments

Article VI. The Subcontractor in making or ordering shipments shall not consign or have consigned materials, equipment or any other items in the name of the PBC. PBC is under no obligation to make payment for charges on shipments made by or to the Subcontractor but may, at its option, pay such charges, in which case the Subcontractor shall reimburse the PBC for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

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Dimensions

Article VII. Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the Subcontractor to take such measurements as will ensure the proper matching and fitting of the Work covered by this Agreement with contiguous work.

Shop Drawings

The Subcontractor shall prepare and submit to the PBC such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings by the Construction Manager, the PBC and/or the Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the Plans, Specifications, the Additional Provisions hereof and the other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the site, which obligation and responsibility shall continue until completion of the Work.

The Subcontractor's submission of a shop drawing to the PBC or Construction Manager shall constitute the Subcontractor's representation, upon which the PBC and Construction Manager may rely, that the Subcontractor has reviewed the submission for accuracy and compliance with all Contract Documents and that wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer. Furthermore, the review of the Shop Drawing by the PBC and Construction Manager shall not constitute an undertaking by the PBC or Construction Manager to identify deficiencies in the submission, that being an undertaking within the sole responsibility of the Subcontractor.

Contiguous Work

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Agreement, the Subcontractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the PBC and Construction Manager in writing and allow the PBC a reasonable time to have such improper conditions and defects remedied.

Interpretation of Plans and Specifications

Article VIII. The Work hereunder is to be performed and furnished under the direction and to the satisfaction of both the Architect, the PBC and Construction Manager. The decision of the Architect as to the true construction, meaning and intent of the Plans and Specifications shall be final and binding upon the parties hereto. PBC will furnish to the Subcontractor such additional information and Plans as may be prepared by the Architect to further describe the Work to be performed and furnished by the Subcontractor and the Subcontractor shall conform to and abide by the same.

The Subcontractor shall not make any changes, additions and/or omissions in the Work except upon written order of PBC as provided in Article IX hereof.

Change Orders, Additions and Deductions

Article IX. PBC reserves the right, from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon written order to the Subcontractor. The value of the work to be changed, added or omitted shall be stated in said written order and shall be added to or deducted from the Price.

The value of the work to be changed, added or omitted shall be determined by the lump sum or unit prices, if any, stipulated herein for such work. If no such prices are stipulated, such value shall be determined by whichever of the following methods or combination thereof PBC may elect:

(a) By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties hereto.

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**See Formula for Changes

(b) By adding (1) the actual net cost to the Subcontractor of labor in accordance with the established rates, including required union benefits, premiums the Subcontractor is required to pay for workmen's compensation and liability insurance, and payroll taxes on such labor, (2) the actual cost to the Subcontractor of materials and equipment and such other direct costs as may be approved by PBC less all savings, discounts, rebates and credits, (3) an allowance of ** for overhead on items (1) and (2) above, and (4) an allowance of ** for profit on items (1), (2) and (3) above.

Should the parties hereto be unable to agree as to the value of the work to be changed, added or omitted, the Subcontractor shall proceed with the work promptly under the written order of PBC from which order the stated value of the work shall be omitted, and the determination of the value of the work shall be referred to the Architect whose decision shall be final and binding upon the parties hereto.

In the case of omitted work PBC shall have the right to withhold from payments due or to become due to the Subcontractor an amount which, in PBC's opinion, is equal to the value of such work until such time as the value thereof is determined by agreement or by the Architect as hereinabove provided.

All changes, additions or omissions in the Work ordered in writing by PBC shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents. Subcontractor accepts the responsibility to keep its surety informed of all such modifications to its contract. The obligations of Subcontractor and Subcontractor's Surety shall not be reduced, waived or adversely affected by the issuance of such change orders, additions or deductions even if Subcontractor fails to inform Surety of same and PBC shall not be required to obtain consent of the Surety to such modifications.

Inspection and Defective Work Article X. The Subcontractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the PBC, Construction Manager, the Architect, and their authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Subcontractor shall, within twenty-four (24) hours after receiving written notice from PBC to that effect, proceed to take down all portions of the Work and remove from the premises all materials whether worked or unworked, which the Architect, the PBC or Construction Manager shall condemn as unsound, defective or improper or as in any way failing to conform to this Agreement or the Plans, Specifications or other Contract Documents, and the Subcontractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or replacement thereof.

Failure to Prosecute, etc.

Article XI. Should the Subcontractor at any time, whether before or after final payment, refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the work of PBC or of any other contractors or subcontractors on the Project, or fail in the performance of any of the terms and provisions of this Agreement or of the other Contract Documents, or should the Architect determine that the Work or any portion thereof is not being performed in accordance with the Contract Documents, or should there be filed by or against the Subcontractor a petition in bankruptcy or for an arrangement or reorganization, or should the Subcontractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the Subcontractor's part, PBC shall have the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, after three (3) days written notice to the Subcontractor mailed or delivered to the last known address of the latter, (a) to perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this

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Agreement, and/or (b) to terminate the employment of the Subcontractor for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the Subcontractor hereby transfers, assigns and sets over to PBC for such purpose, and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefor. In case of such termination of the employment of the Subcontractor, the Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of the PBC, Construction Manager and the Architect and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by PBC in completing the Work, such excess shall be paid by PBC to the Subcontractor; but if such cost and expense shall exceed such unpaid balance, then the Subcontractor and its surety, if any, shall pay the difference to PBC. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of the PBC, Construction Manager and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the Subcontractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Subcontractor's default. Should the PBC take action by effectuating the provisions of this paragraph, and should it subsequently be determined that a termination effectuated by the terms of this Article was improper, such termination shall be treated as a termination for convenience pursuant to Article XX below.

It is recognized that if the Subcontractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), such event could impair or frustrate the Subcontractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, PBC shall be entitled to request of Subcontractor or its trustee or other successor adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle PBC, in addition to any other rights and remedies provided by this Agreement or by law, to terminate this Agreement. Pending receipt of adequate assurances of performance and actual performance in accordance herewith, PBC shall be entitled to perform and furnish through itself or through others any such labor, materials or equipment for the Work as may be necessary to maintain the progress of the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement. In the event of such bankruptcy proceedings, this Agreement shall terminate if the Subcontractor rejects this Agreement or if there has been a default and the Subcontractor is unable to give adequate assurance that it will perform as provided in this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

Subcontractor, in addition to any other rights available to the PBC hereunder, agrees to indemnify, hold harmless and defend the PBC from and against any and all claims, demands, suits, damages, judgments, liabilities, costs and expenses (including legal fees and disbursements) arising out of or related to Subcontractor's breach of any term of the Agreement.

Loss or Damage to Work Article XII. PBC shall not be responsible for any loss or damage to the Work to be performed and furnished under this Agreement, however caused, until after final acceptance thereof by the PBC, Construction Manager and the Architect, nor shall the PBC be responsible for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work, however caused.

Builder's Risk Insurance

PBC or Owner shall effect and maintain All-Risk Builder's Risk insurance in accordance with the Contract Documents upon all Work, materials and equipment incorporated in the Project and all materials and equipment on or about the Premises intended for permanent use or incorporation in the Project or incident to the construction thereof, the capital value of which is included in the cost of the Work, but not including any contractors' machinery, tools, equipment or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work.

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A loss insured under the PBC or the Owner's All-Risk Builder's Risk insurance shall be adjusted by the PBC or the Owner as fiduciary and made payable to PBC or the Owner as fiduciary for the Insureds, as their interests may appear. PBC or the Owner shall pay Subcontractors their just shares of insurance proceeds received by PBC or the Owner, and by appropriate agreements, written where legally required for validity, and shall require Subcontractors to make payments to their subcontractors in a similar manner.

Cleaning Up

Article XIII. The Subcontractor shall, at its own cost and expense, (1) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in locations or containers as designated by PBC from which it shall be removed by the PBC from the Premises without charge, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Subcontractor fail to perform any of the foregoing to the PBC's satisfaction, the PBC shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Subcontractor.

Ethics and Compliance

Article XIV. The Subcontractor shall obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, discrimination in employment, fair employment practices, immigration laws or equal employment opportunity, and whether or not provided for by the Plans, Specifications, General Conditions, or other Contract Documents, without additional charge or expense to the PBC and shall also be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. Each requisition for payment shall constitute a representation and warranty that Subcontractor is in compliance with applicable law.

The Subcontractor shall at any time upon demand furnish such proof as PBC may require showing such compliance and the correction of such violations. The Subcontractor agrees to save harmless and indemnify PBC from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore resulting from or in connection with the performance of Work.

The Immigration and Nationality Act as amended by the Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire persons who are not authorized to work in the United States. For all employees, employers are required to complete an Employment Eligibility Verification Form I-9 which requires the prospective employee to produce documentation that establishes identity and employment eligibility. For more information visit www.uscis.gov, or speak to your attorney. Each subcontractor is solely responsible for properly completing Employment Eligibility Verifications for their own employees.

Subcontractor acknowledges represents and warrants that Subcontractor is aware of and understands IRCA, that Subcontractor is in compliance with IRCA, and that Subcontractor is not knowingly employing workers who are not authorized to work in the United States. Subcontractor agrees that Subcontractor will not employ any worker under this subcontract for whom Subcontractor has not completed and maintained I-9 verification. Subcontractor agrees that if Subcontractor acquires knowledge (constructive or otherwise, including receipt of a "no match" letter from Social Security Administration) indicating that one of Subcontractor's workers on this project may not be authorized to work in the United States, despite Subcontractor having conducted a facially valid I-9 verification, that Subcontractor will exercise due diligence as required by law to confirm authorization status and take appropriate action which may include termination of employment. Subcontractor represents and warrants that they will not subcontract to or utilize labor sources that it knows or has reason to know violate IRCA.

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PBC and Construction Manager have a longstanding reputation for honesty and integrity in its business dealings and for its corporate policies promoting lawful and ethical behavior. PBC and Construction Manager are committed to upholding that reputation and have adopted a Standard of Business Conduct Policy Statement which governs the actions of all of its employees. Pursuant to that Policy Statement, the PBC and Construction Manager employees are prohibited from accepting bribes or kickbacks in any form and, further, are prohibited from accepting goods or services provided by a subcontractor, supplier or vendor for the personal benefit of the employee, his or her relatives, or any entity in which the employee or his or her relatives has a personal interest. This prohibition includes, but is not limited to; work performed on an employee's residence and applies regardless of whether the beneficiary of the goods or services pays for them. Therefore, if the Subcontractor offers or provides a bribe or kickback to any employee, or offers or provides goods or services to any employee, his or her relatives, or any entity in which the employee or his or her relatives has a financial interest, the Subcontractor will be considered to be in material breach of this Subcontract. Subcontractor undertakes the commitment to advise the PBC and Construction Manager of any action by any entity or person associated with the project that Subcontractor believes violates any applicable law, rule or regulation. Subcontractor's violation of any of the foregoing shall be considered as Subcontractor's failure to perform its obligations under the terms and conditions of this Agreement. Such failure shall be considered adequate and justifiable grounds for the PBC to effectuate its rights and remedies under the provisions of Article XI of this Agreement.

The provisions of this Article must be incorporated into any subcontract Subcontractor enters into in connection with the performance of the Work.

Labor to be Employed

Article XV. The Subcontractor shall not employ workers, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by the Subcontractor, the PBC, Construction Manager or other contractors or subcontractors on or in connection with the Work or the Project or the location thereof. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being done and that it shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Subcontractor fail to carry out or comply with any of the foregoing provisions, the PBC shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part thereof or the employment of the Subcontractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article XI of this Agreement.

Taxes and Contributions

Article XVI. The Subcontractor for the Price herein provided, hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the PBC, Construction Manager and the Owner from and against the payment of:

- 1. All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.
- 2. All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Subcontractor or any of its subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.

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3. All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

In furtherance of, and in addition to the agreements, duties obligations and responsibilities of the Subcontractor with respect to the payment of sales, use, personal property and other taxes set forth in Articles IV and XVI of this Agreement, the Subcontractor agrees to reimburse and otherwise indemnify the PBC. Construction Manager and the Owner for any expenses, including legal fees and litigation arising from, or related to the Subcontractor's failure to pay any sales, use, personal property or other taxes based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Work.

Patents

Article XVII. The Subcontractor hereby agrees to indemnify, protect and save harmless the PBC, Construction Manager and the Owner from and against any and all liability, loss or damage and to reimburse PBC and the Owner for any expenses, including legal fees and disbursements, to which the PBC, Construction Manager and the Owner may be put because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Work or materials, equipment or other items used by the Subcontractor in its performance.

Mechanics' Liens or Claims

Article XVIII. To the fullest extent permitted by law, Subcontractor for itself and for its subcontractors, laborers and materialmen and suppliers and all others directly or indirectly acting for, through or under it or any of them covenants and agrees that no liens or claims, whether a mechanics' lien or an attested account or otherwise, will be filed or maintained against the Project or Premises or any part thereof or any interests therein or any improvements thereon, or against any monies due or to become due from the Owner to PBC or from the PBC to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment, or other items performed or furnished for or in connection with the Work, and the Subcontractor for itself and its Subcontractors, laborers, and materialmen and suppliers and all others above mentioned does hereby expressly waive, release and relinquish all rights to file or maintain such liens and claims and agrees further that this waiver of the right to file or maintain such liens and claims shall be an independent covenant and shall apply as well to work, labor and services performed and materials, supplies, equipment and other items furnished under any change order or supplemental agreement for extra or additional work in connection with the Project as to the Original Work covered by this Agreement.

If any subcontractor, laborer, materialman or supplier of the Subcontractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien or claim, whether a mechanics' lien or an attested account or otherwise, a mechanic's lien or claim against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to PBC or from PBC to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so PBC shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied. removed or discharged by whatever means PBC chooses, at the entire cost and expense of the Subcontractor (such cost and expense to include legal fees and disbursements). The Subcontractor agrees to indemnify, protect and save harmless the PBC, Construction Manager and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon. and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which the PBC, Construction Manager and/or the Owner may sustain or incur in connection therewith.

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Assignment and Subletting

Article XIX. To the fullest extent permitted by law, Subcontractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of PBC in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Subcontractor assigns, sells, encumbers or otherwise transfers its right to any monies due or to become due under this Agreement as security for any loan, financing or other indebtedness (hereafter "Assignment"), notification to PBC of such Assignment must be sent by certified mail, return receipt requested, to the Purchasing Manager in charge of the business unit responsible for the construction of the Project and the Assignment shall not be effective as against PBC until PBC provides its written consent to such Assignment. Subcontractor agrees that any such Assignment shall not relieve the Subcontractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between PBC and such assignee or transferee. Subcontractor further agrees that all of PBC's defenses and claims arising out of this Agreement with respect to such Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. Subcontractor hereby agrees to indemnify and hold harmless the PBC and Construction Manager from and against any and all loss, cost, expense or damages the PBC, Construction Manager or Owner has or may sustain or incur in connection with such Assignment.

Termination for Convenience

Article XX. PBC shall have the right at any time by written notice to the Subcontractor, to terminate this Agreement without cause and require the Subcontractor to cease work hereunder, in which case, provided the Subcontractor be not then in default, PBC shall indemnify the Subcontractor against any damage directly resulting from such termination. In the event of such a termination for convenience, the Subcontractor shall be entitled to payment pursuant to the terms of the Agreement for all Work performed as of the date of termination, together with reasonable costs of demobilization and such other reasonable costs as may be encountered by the Subcontractor and directly attributable to such termination provided that such amount shall be reduced by all amounts for which Subcontractor is liable or responsible hereunder. However, the Subcontractor shall only be entitled to profit on that portion of the Work actually performed and approved for payment to the date of termination together with retainages held upon payments made prior thereto. Subcontractor waives any claim for loss of anticipated profits or other damages in the event PBC exercises this clause.

Guarantees

Article XXI. The Subcontractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents.

The Subcontractor shall expeditiously remove, replace and/or repair at its own expense and at the convenience of the Owner any faulty, defective or improper Work, materials or equipment existing or discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

Without limiting the generality of the foregoing, the Subcontractor warrants to the Owner, the Architect, the PBC and Construction Manager, and each of them, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Failure of Subcontractor to honor and satisfy the foregoing and any other warranties or guarantees required of the Subcontractor under the Contract Documents, shall constitute a default by Subcontractor.

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Accident Prevention

Article XXII. The Subcontractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work by PBC. When so ordered, the Subcontractor shall stop any part of the Work which PBC deems unsafe until corrective measures satisfactory to PBC have been taken, and the Subcontractor agrees that it shall not have nor make any claim for damages growing out of such stoppages. Should the Subcontractor neglect to take such corrective measures, PBC may do so at the cost and expense of the Subcontractor and may deduct the cost thereof from any payments due or to become due to the Subcontractor. Failure on the part of PBC to stop unsafe practices shall in no way relieve the Subcontractor of its responsibility therefore.

This Subcontractor acknowledges the receipt of Project's "Safety, Health and Environmental Policy", "Drug and Alcohol Abuse Policy" and Sexual Harassment Policy ". Subject to applicable law this Subcontractor further agrees to be bound to these policies as a part of the supplemental and special conditions to the contract for construction of the project.

In the event that hazardous substances of a type of which an employer is required by law to notify its employees are being used or stored on the site by the Subcontractor, the Subcontractor's subcontractors and anyone directly or indirectly employed or otherwise retained by them or either of them, the Subcontractor shall immediately provide written notice of the chemical composition thereof (including, without limitation, a copy of the applicable Material Safety Data Sheet) to PBC in sufficient time to permit compliance with such laws by PBC, other subcontractors and other employers on the site. In the event that the Subcontractor encounters on the site material reasonably believed to be hazardous substances (including, without limitation, asbestos or polychlorinated biphenyl) which has not been rendered harmless, the Subcontractor shall immediately stop Work in the area affected and immediately report the condition to PBC in writing. Work in the affected area shall resume when such hazardous substances have been rendered harmless or removed as determined by PBC in its sole and absolute discretion. To the extent of Subcontractor's responsibilities hereunder, Subcontractor does indemnify and save harmless PBC from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor in regard to such hazardous substances.

Liability for Damage and Personal Injury

Article XXIII. The Subcontractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the Subcontractor or otherwise, and to all property caused by resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Except to the extent, if any, expressly prohibited by statute and excluding from this indemnity such acts or omissions, if any, of the party indemnified for which it is not legally entitled to be indemnified by the Subcontractor under applicable law, should any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon the PBC's, Construction Manager's or the Owner's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the PBC, Construction Manager or the Owner, the Subcontractor agrees to indemnify and save harmless the PBC, Construction Manager and the Owner, their officers, assignees, agents, servants and employees from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that Construction Manager, PBC and the Owner, their officers, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof and the Subcontractor agrees to and does hereby assume, on behalf of the PBC, Construction Manager and the Owner, their officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against the PBC, Construction Manager and/or the Owner, their officers, assignees, agents,

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servants or employees upon or by reason of such claims and to pay on behalf of Construction Manager, PBC and the Owner, their officers, agents, servants and employees, upon demand, the amount of any judgment that may be entered against the PBC, Construction Manager and/or the Owner, their officers, agents, servants or employees in any such action. In the event that any such claims, loss, cost, expense, liability, damage, penalties, fines or injury arise or are made, asserted or threatened against the PBC, Construction Manager and/or the Owner, their officers, agents, servants or employees, PBC shall have the right to withhold from any payments due or to become due to the Subcontractor an amount sufficient in its judgment to protect and indemnify Construction Manager, PBC and the Owner, their officers, assignees, agents, servants and employees from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, or PBC in its discretion may require the Subcontractor to furnish a surety bond satisfactory to PBC guaranteeing such protection, which bond shall be furnished by the Subcontractor within five (5) days after written demand has been made therefore.

In addition to the Public Building Commission of Chicago and the Construction Manager (Turner Construction Company), the Indemnified Parties throughout this Agreement shall include: **Board of Education of the City of Chicago, City of Chicago, Chicago Transit Authority** and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries.

Nothing contained in Article XXIII of this Agreement shall be deemed to obligate the Subcontractor to indemnify the PBC, Construction Manager, the Owner or any of the other Indemnified Parties, their officers, agents, servants or employees, and affiliates, parents and subsidiaries, against liability for damages or any other loss, damage or expense sustained, suffered or incurred on account of death or bodily injury to active persons or injury to property caused by the negligence or willful misconduct of the PBC, Construction Manager, the Owner or any of the other Indemnified Parties, their officers, agents, servants, or employees, and affiliates, parents and subsidiaries, or other subcontractors directly responsible to PBC. Therefore, if it is determined by legal proceedings or agreement, that the Subcontractor has no direct contributory or incidental negligence or other obligation to the PBC, Construction Manager, the Owner, or any Indemnified Party, and that the Subcontractor is in no way a proper party to a particular claim, then the Subcontractor shall not be obligated to hold the PBC, Construction Manager, the Owner or any Indemnified Party harmless with respect to said claim. However, until such determination is made by legal proceedings or agreement, or if the Subcontractor is found to have any degree of direct or contributory negligence or if it is determined that the Subcontractor is in any way or to any degree a proper party to said claim, then the Subcontractor's obligations under all of the terms and provisions of Article XXIII shall remain in full force and effect except to the extent caused by the negligence of the PBC, Construction Manager, the Owner or any Indemnified Party.

If PBC is determined by legal proceedings or agreement to be wholly or partially responsible for the claim for which indemnity is sought by reason of active, and not merely passive, negligence or willful misconduct on the part of PBC, then after such determination PBC shall reimburse the Subcontractor for a proportional share, based upon such negligence or fault attributed to PBC, of the defense cost expended by the Subcontractor in defending PBC.

Nothing in this provision, or elsewhere in this Agreement, shall be deemed to relieve the Subcontractor of its duty to defend the PBC, Construction Manager, the Owner, or any Indemnified Party, as specified in Article XXIII of this Agreement, pending a determination of the respective liabilities of the Subcontractor, the PBC, Construction Manager, the Owner, or any Indemnified Party, by legal proceeding or agreement.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

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Before commencing the Work, the following insurance coverages from insurance companies satisfactory to PBC shall be in place and maintained until completion and final acceptance of the Work:

- 1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is situated.
- 2. **COMMERCIAL GENERAL LIABILITY INSURANCE** INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including INDEPENDENT CONTRACTORS LIABILITY INSURANCE if the Subcontractor sublets to another all or any portion of the Work, Personal Injury Liability, Broad Form Property Damage (including completed operations), and Explosion, Collapse and Underground Hazards, with the following minimum limits:(Coverage shall be equivalent to ISO Occurrence Form 2001).

\$2, 000,000 / Occurrence \$4,000,000 General Aggregate

A) The above insurance coverages shall be previded by insurance companies selected by the Subcontractor. PBC shall have the right, without limitation, to reject any insurance company selected by Subcontractor that has an A.M. Best rating of less than A or Standard and Poor's rating of less than AA or a Meedy's rating of less than Aa. All costs are included in the Price and are to be paid by the Subcontractor.

OR

B) The above insurance coverages shall be provided through a consolidated insurance program arranged by Construction Manager as described and with limits of liability set forth in the Contract Documents and Subcontractor agrees to all terms and conditions, and makes all representations and warranties, associated therewith. \$30,243.00 (The "Insurance Cost") is included < in the Price to pay for the premiums for the above insurance coverages for this Subcontractor and its subcontractors. Subcontractor shall include this Insurance Cost in its Application(s) for Payment (which Applications are to be submitted to the PBC and Construction Manager as provided herein) when and as directed by the PBC and Construction Manager. PBC will, when due, on behalf of the Subcontractor, make such payment by delivering the Insurance Cost (or the portion of the Insurance Cost that was included in the Application for Payment) to the relevant Worker's Compensation and General Liability insurance companies and PBC will deliver the balance of the Application for Payment due for Work completed to the Subcontractor. Upon completion of the enrollment process in the consolidated insurance program, the Subcontractor and its subcontractors will be provided with their own individual Worker's Compensation Policy by the consolidated insurance administrator and will be a named insured under the General Liability policy issued on the project on behalf of PBC and its designated Subcontractors. The Subcontractor will incur a premium expense payable through PBC for such premium and Subcontractor hereby commits to record these costs as outlined above. All executed change orders will include an additional premium for Worker's Compensation and General Liability as applicable and will be included in Applications for Payment submitted to PBC, expensed by the Subcontractor and the premium paid by Subcontractor through PBC, as outlined above.

OR

C) The above insurance coverages shall be provided through an Owner Controlled Insurance Program (OCIP) as described and with limits of liability set-forth in the Contract Documents and Subcontractor agrees to all terms, and makes all representations and warranties, associated therewith:

OR

D) The above insurance coverages shall be previded by insurance companies selected by this Subcontractor. Subcontractor is an Excluded Party to the consolidated insurance program as described in the CCIP Manual (a Contract Document) for its own self performed work and any Excluded Party lower tier subcontractor (if applicable) to the consolidated insurance program arranged by Construction Manager. All costs for Subcontractor's insurances are included in the Price and are to be paid by the Subcontractor. For Subcontractor's Enrolled Party lower tier subcontractors.

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the above insurance coverages shall be provided through a consolidated insurance program arranged by Construction-Manager. \$N/A-(The "Insurance Cost") is included in the Price to pay for the premiums for the above-insurance coverages for this Subcontractor's Enrolled Party subcontractor(s) only. Subcontractor chall include this Insurance Cost in its Application(s) for Payment (which Applications are to be submitted to PBC as provided herein) when and as directed by PBC. PBC willwhen due, on-behalf of the Subcontractor, make such payment by delivering the Insurance Cost (or the portion of the Insurance Cost that was included in the Application for Payment) to the relevant Worker's Compensation and General Liability insurance companies and PBC-will deliver the balance of the Application for Payment due for Work completed to the Subcontractor. Upon completion of the enrollment process in the consolidated incurance program, the Subcontractor's subcontractors will be provided with their own individual Worker's Compensation Policy by the consolidated insurance administrator and will be a named insured under the General Liability policy-issued on the project on behalf of PBC and its designated Subcontractors. The subcontractors, by way of this Subcontractor. will incur a premium expense payable through PBC for such premium and subcontractors, through this Subcontractor, hereby commits to record these costs as outlined above. All executed change orders will-include an additional-premium for Werker's Compensation and General Liability as applicable and will be included in Applications for Payment submitted to PBC, expensed by the subcontractors, through this Subcontractor, and the premium paid by subcontractors through this Subcontractor and PBC, as outlined above.

Subcontractor acknowledges that if any of the above insurance coverages are provided through a consolidated program arranged by Construction Manager- B) and D) or through an OCIP-C), such coverage will not apply to any operations off of the premises, and Subcontractor shall provide the above insurance coverages with respect to off-premises operations.

Before commencing the Work, the Subcontractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies satisfactory to PBC:

3. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE** covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:

\$1,000,000 / Accident

Before commencing the Work, the Subcontractor shall furnish a certificate(s), satisfactory to PBC from each insurance company showing that the above insurances (1, 2A, 3 and CGL operations off of the premises under 2B, 2C and 2D) are in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance carrier will endeavor to provide PBC with 30 days advance written notice of any cancellation, change or expiration. Subcontractor shall advise PBC of the amount of any Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. PBC, Construction Manager, the Owner and other entities as may be reasonably requested shall be named as additional insureds under these policies of insurance maintained by the Subcontractor (with the exception of Workers Compensation insurance), whether during the performance of the Work or any time thereafter, that may in any respect be applicable to matters, claims or suits arising out of or related to this Subcontract Agreement, and Subcontractor will submit with the certificate of insurance a copy of an endorsement on I.S.O. Form C.G. 20-10 11/85 or equivalent by which all parties required to be listed by Subcontractor as an additional insured are deemed so listed. Subcontractor hereby waives all rights of recovery from the PBC and Construction Manager and Owner, including but not limited to rights of subrogation, with respect any matter, claim or suit that is to be covered by insurance to be maintained by Subcontractor pursuant to the Contract **Documents**

It is expressly agreed and understood by and between Subcontractor and PBC that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to the PBC and Construction Manager and that any other insurance carried by the PBC and Construction Manager shall be excess of all other

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insurance carried by the Subcontractor and shall not contribute with the Subcontractor's insurance. Subcontractor further agrees to provide endorsements on its insurance policies that shall state the foregoing; however, Subcontractor's failure to provide such endorsement shall not affect Subcontractor's agreement hereunder.

If the Subcontractor fails to procure and maintain such insurance, if required, PBC shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance or at PBC's option, PBC may offset the cost incurred by PBC against amounts otherwise payable to Subcontractor hereunder. If, in PBC's discretion, PBC is concerned that any insurance company selected by Subcontractor has, at any time, faced diminished financial strength or that the insurance company may no longer provide the same level of financial strength (such as a decline in an A. M. Best, Standard and Poors or Moody's rating), PBC may require that Subcontractor provide replacement insurance coverage through an insurance company satisfactory to PBC.

Bonds

Article XXIV. The Subcontractor shall furnish to PBC a performance bond in the amount of **\$N/A** and a separate payment bond in the amount of **\$NA** the form and contents of such bonds and the Surety or Sureties thereon to be satisfactory to PBC. Such bonds shall be furnished to PBC within ten (10) calendar days after Subcontractor has executed this Agreement or within such other time period agreed to by PBC in writing. In the event Subcontractor fails to furnish such bonds to PBC within the time period as hereinabove provided, such failure shall constitute a default under this Agreement in which event PBC shall have all of the rights and remedies provided in Article XI hereof with respect to default on the part of Subcontractor including, without limitation, the right to terminate this Agreement.

Without limiting the responsibilities of Subcontractor and its Surety under the terms of this Agreement, Subcontractor and its Surety hereby agree to promptly pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used or consumed in connection with the prosecution of the Work provided for in said Subcontract and any and all modifications thereof, and shall indemnify and save harmless the PBC and Construction Manager of and from all liability loss, damage and expense, including interest, costs and attorney fees, which the PBC and Construction Manager and/or its Surety may sustain by reason of Subcontractor's or its Surety's failure to do so.

Subcontractor and its Surety hereby agree to execute and deliver to PBC when requested in connection with the issuance of change orders under this Agreement, Rider "A" amendments (or other documents as PBC may require) increasing the amount (Penal Sum) of the Payment and Performance Bonds furnished by the Subcontractor. The reasonable premiums or other charges paid by the Subcontractor for the procurement of the Rider "A" amendments will be paid as a change to this Agreement.

Severability

Article XXV. In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

Entire Agreement

Article XXVI. This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by PBC except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by PBC except in writing signed by its duly authorized officer or agent. Subcontractor acknowledges and represents that it completed and submitted to PBC and Construction Manager a prequalification questionnaire, that all statements therein were true, accurate

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and complete, and remain true, accurate and complete, and that the PBC and Construction Manager have relied on such statements in deciding to enter into this Agreement. The marginal descriptions of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

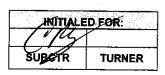
In Witness Whereof the parties to these presents have hereunto set their hands as of the day and year first above written.

By: Scale Gonst Uction inc. By: Dint Name and Title In the Presence of: (Witness) By: Subcontractor's Illinois State Unemple (Insert State and Register No.) Subcontractor's License No.			By: Ridhard M. Daley, Chairperson By: Executive Director Approved as to Form and Legality: By: Neal & Leroy, LLC ployment Ins. No. Io. for State in which the Work is to be performed)					
(Insert License No., if any, for State or locality in which the Work is to be performed) Subcontractor's Illinois State Sales Tax Registration No								
FOR PBC INTERNAL PURPOSES ONLY: ONE-TIME CONTRACT								
SUBCONTRACTOR			OFFICE	JOB NAME				
SCALE CONSTRUCTION INC. 2101 SOUTH CARPENTER STREET CHICAGO, ILLINOIS 60608			CHICAGO	OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS				
WORK (brief description)			AWARD NO.	VENDOR NO.	CONTRACT NO.	CHANGE NO.	REF.	
GENERAL TRADES PHASE CODE CATEGORY DATE			19 BOND	7AB4263 W/C EXP.	16324 GEN, LIAB, EXP.	000 AUTO EXP.	EXCESS EXP.	
06100	05	JANUARY 26, 2010	N/A	02/16/10	02/16/10	02/16/10	02/16/10	
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ADDITIONAL PROVISIONS

A. General Trades Work as described in the following documents:

- Purchase Requisition REV 2 Bid Package 06100 General Trades dated December 14, 2009 (8 pages attached).
- Turner Bid Information Letter #1 Masonry, Misc Metals, General Trades and Curtainwall Glass and Metal Panel Bidders dated 12/11/09 (1 page attached).
- Turner Bid Information Letter #2 Masonry, Misc Metals, General Trades and Curtainwall Glass and Metal Panel Bidders dated 12/14/09 (2 pages attached).
- Turner Bid Information Letter #3 Masonry, Misc Metals, General Trades and Curtainwall Glass and Metal Panel Bidders dated 12/15/09 (2 pages attached).
- Turner Bid Information Letter #4 Masonry, Misc Metals, General Trades and Curtainwall Glass and Metal Panel Bidders dated 12/15/09 (1 page attached)
- Drawing List dated November 24, 2009 (12 pages attached).
- Project Schedule "Early Trade Schedule" Run Date September 11, 2009 (2 pages attached).
- Turner Bid Form dated December 18, 2009 (9 pages attached).
- Exhibit 1 Required Public Building Commission Subcontract Provisions (Please reference Section 6 of Procedures Manual for this document):
 - a. Schedule 2 Affidavit of Non-Collusion (1 page attached).
 - Schedule 4 Affidavit of Uncompleted Work (4 pages attached).
 - Schedule 8 Disclosure of Retained Parties (3 pages attached).
 - d. Schedule C Letter of Intent from MBE/ WBE to Perform as Subcontractor, Subconsultant, and/ or Material Supplier (3 pages attached).
 - e. Schedule D Affidavit of General Contractor/ Subcontractor Regarding MBE/ WBE Participation (2 pages attached).
 - f. Schedule E Request for Waiver from MBE/ WBE Participation (1 page attached).
- Contractor Controlled Insurance Program (CCIP) Insurance Manual Final Version dated 10/13/09 (1 page Acknowledgement sheet attached).
- 11. Ogden Replacement Elementary School's Procedures Manual dated November 24, 2009 (1 page Acknowledgement sheet attached).
- Ogden Replacement Elementary School's Project Site Specific Safety Plan (1 page Acknowledgement sheet attached).



ADDITIONAL PROVISIONS (Continued)

- 13. Subcontractor's verified Aon Form 1a (to be attached thru a Subcontract Information Letter when verified by Aon).
- 14. Formula for Changes (1 page attached).
- 15. Geotechnical Subsurface Investigation, prepared by Environmental Protection Industries dated September 28, 2009.
- 16. Phase I Environmental Site Assessment Report prepared by Bradburne, Briller & Johnson, LLC dated September 30, 2008.
- B. The Scope of the General Trades Work includes, but is not necessarily limited to, providing the following:
 - Reference attached Purchase Requisitions in Item A. 1 above.
 - Provide all work under this Subcontract Agreement in strict accordance with the information reflected in the Contract documents listed in Item A. of these Additional Provisions and the amplifications and clarifications which shall supersede the information listed in Item A., if a conflict arises.
 - 3. It is understood that this Subcontractor shall provide (furnish, unless otherwise noted in Item A. and install) all requirements of the **General Trades** Work specifically defined in the following specification sections and as clarified in all related specifications- and drawings of the remaining contract documents:

<u>Primary Specifications</u> (Reference Purchase Requisition)

4. The work of this Agreement 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, insurance, taxes (unless specifically excluded by the Contract Documents), 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 General Trades Work as shown, detailed and/or implied in the contract documents outlined in Item A. above.

C. The Scope of the General Trades Work specifically <u>excludes</u> the following:

- 1. Reference attached Purchase Requisitions in Item A. 1 above.
- Sales Tax on permanently installed materials.
- Performance and Payment bonds.

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ADDITIONAL PROVISIONS (Continued)

- D. The Scope of the General Trades Work includes, but is not necessarily limited to, the following understandings and stipulations:
 - 1. Reference attached Purchase Requisitions in Item A. 1 above.
 - 2. It is agreed that one (1) management employee of the subcontractor who will be directly involved on the project will be either a LEED Accredited Professional, or LEED Accredited Professional + as verified by the USGBC, or will be required to complete the online LEED training course offered via USGBC entitled "LEED Core Concepts & Strategies Online course" which may be accessed via www.usgbc.org/DisplayPage.aspx?CMSPageID=1760#CCSON).
 - Notwithstanding anything contained in the Agreement to the contrary, Subcontractor shall
 have the right to bill and be paid for its retainage to the extent allowed by the Owner in
 accordance with the General Contract.
 - Safety:
 - a. Subcontractors whose contract value meets or exceeds \$10M (including Change Orders), must have a full time safety representative on site.
 - Subcontractors who contract value is between \$10M and \$5M (including Change Orders), must have two (2) employees on site who are OSHA 30 hour trained.
 - Subcontractors whose contract value is less than \$5M (including Change Orders), must have one (1) employee on site who is OSHA 30 hour trained.
 - d. Subcontractor's EMR shall be less than 1.0.
 - It is understood that Turner Construction will be issuing joint checks to this Subcontractor and their respective second tier subcontractor(s).

E. LIQUIDATED DAMAGES

Subcontractor acknowledges that Turner's contract with the Owner contains liquidated damages. This Subcontractor will be responsible only for costs to mitigate any delay or prorated damage based on his contribution to the delay as dictated by our general contract.

F. CLAIM FOR EXTENSION OF TIME

The Subcontractor agrees that each change proposal submitted by him will contain a statement as to the increase or decrease (if any) in the time of completion of the Work caused by the change. If a proposal does not contain a statement advising of a change in the time of completion, Subcontractor agrees that there is no change in the time of completion.

G. HAZARD COMMUNICATION STANDARDS

The Subcontractor agrees to comply with all Federal, State and Local Safety Rules included in OSHA's Expanded Hazard Communication Standards. An MSDS must be submitted at least seven (7) days prior to each material being delivered to the jobsite. Strict adherence will be mandatory.

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OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS CONTRACT NO. 16324 06100 – GENERAL TRADES

ADDITIONAL PROVISIONS (Continued)

H. CHANGE PROPOSALS

Prompt pricing of changes to the Scope of Work is required. This Subcontractor will provide Turner with an approximate value of a change within three (3) days or less of receipt of the documents and a quotation within seven (7) days or less. If notification is not received within this time frame, Turner will consider the change as a no-cost change.

I. MBE/WBE PARTICIPATION

The Contract Price includes a commitment to subcontract at least ninety percent (90%) to qualified minority business enterprises (MBE) and at least ten percent (10%) to a qualified women business enterprises (WBE). Upon committing to these Subcontractors/Vendors, further documentation including but not limited to Turner's MBE/WBE award affidavit will be required to substantiate the actual dollar amount and names of the companies involved.

Should the value of this contract increase during the course of the project via Change Orders, it is understood that the value of MBE and WBE participation shall increase in accordance with the percentages set forth in the paragraph. This Subcontractor shall be responsible for any fines and associated costs that are imposed if this requirement is not met.

J. <u>SHOP DRAWINGS</u>

(Reference Procedures Manual for Subcontractors)

K. ON-SITE WORKERS COMPENSATION AND ON-SITE GENERAL LIABILITY INSURANCE

The insurance coverages shall be provided through a consolidated insurance program arranged by Turner. \$30,243.00 (The "Insurance Cost") is included in the Price to pay for the premiums for the above insurance coverages for this Subcontractor and its sub-subcontractors. Subcontractor shall include this Insurance Cost in its Application(s) for Payment (which Applications are to be submitted to Turner as provided herein) when and as directed by Turner. Turner will, when due, on behalf of the Subcontractor, make such payment by delivering the Insurance Cost (or the portion of the Insurance Cost that was included in the Application for Payment) to the relevant Worker's Compensation and General Liability insurance companies and Turner will deliver the balance of the Application for Payment due for Work completed to the Subcontractor. Upon completion of the enrollment process in the consolidated insurance program, the Subcontractor and its sub-subcontractors will be provided with their own individual Worker's Compensation Policy by the consolidated insurance administrator and will be a named insured under the General Liability policy issued on the project on behalf of Turner and its designated Subcontractors. The Subcontractor will incur a premium expense payable through Turner for such premium and Subcontractor hereby commits to record these costs as outlined above. All executed change orders will include an additional premium for Worker's Compensation and General Liability as applicable and will be included in Applications for Payment submitted to Turner, expensed by the Subcontractor and the premium paid by Subcontractor through Turner, as outlined above.

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OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS CONTRACT NO. 16324 06100 – GENERAL TRADES

ADDITIONAL PROVISIONS (Continued)

Insurance is based on a Contractor Controlled Insurance Program (CCIP), which covers on-site Workers' Compensation and Commercial General Liability Insurance as described in the Contractor Controller Insurance Program Administrative and Claims Procedure Manual. The CCIP does not cover off-site Workers' Compensation, off-site General Liability, Auto Liability and Contractor Equipment Coverage. Subcontractors are required to provide a certificate of insurance that evidences their insurance policies for items not covered by the CCIP and lists the applicable additional insureds as follows: Turner Construction Company, Public Building Commission of Chicago, Board of Education of the City of Chicago, City of Chicago, and Chicago Transit Authority.

L. <u>E & O INSURANCE:</u>

N/A

M. ALTERNATES

Alternates shall be complete for providing only the Work with no other credits. All alternate prices are to be priced as stand-alone alternates. Any number of alternates, or no alternates, may be accepted as part of this Work.

Reference attached Purchase Requisitions in Item A. 1 above.

N. ALLOWANCES

The following are established Allowances that we included within the Contract price. This Subcontractor must receive Turner's written approval to charge time against or spend the Allowances. All unused/unspent Allowance dollars will revert back to Turner/Owner 100%.

Reference attached Purchase Requisitions in Item A. 1 above.

O. UNIT PRICES

The following unit prices are applicable for changes in the Work. The unit prices are for Work complete and in place and include all costs such as material, labor, equipment, freight, taxes, insurance, fringe benefits, and overhead and profit. Turner reserves the right not to use any of the below stated unit prices and request labor and material breakdowns.

All unit prices, unless otherwise noted, are to include all incidental work normally required in connection with the particular type of work involved for the life of the project and would include, but not necessarily be limited to: a) All engineering including calculations, detailing and shop drawings, b) All material costs including an allowance for waste, c) Providing all necessary accessories, c) All fabrication and shop costs, d) All shop and field labor including supervision and engineering layout costs, e) All shop and field labor including supervision and engineering layout costs, f) All temporary utilities required including safety precaution, g) All costs of standby trades during or beyond normal working hours, h) All escalation, bond premiums, overhead and profit, and insurance (with CCIP Program reflected, if applicable), i) All transportation and freight costs, j) Quantities applied against Unit Prices will be neat plan measure without any further allowances for laps, waste connections and accessories unless otherwise noted, k) All equipment costs including oilers, fuel, maintenance, insurance, delivery and removal from site, l) Unit Prices involving offsite operations include insurance, as offsite operations are **not** covered by CCIP.

- 1. Reference attached Purchase Requisitions in Item A. 1 above.
- Wage rates per the attached four (4) Wage Rate Sheets.

END OF ADDITIONAL PROVISIONS

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Ogden Replacement Elementary School 24 W. Walton Street Chicago, Illinois 60610 Contract No. 16324

December 14, 2009

PURCHASE REQUISITION – REV 2 Bid Package 06100 General Trades

A. GENERAL REQUIREMENTS:

Per the Bid Checklist, two hard copies of the completed bid forms are due to Turner Construction by December 17, 2009, *no later than 3:00p.m CST*. Please send two original copies, in a single sealed envelope, to Turner Construction Company at 55 East Monroe, Ste 3100, Chicago, Illinois 60603 to the attention of Pete Woeste.

This purchase requisition is being provided for your use as a general guideline. Please note, this Document is not all-inclusive; it is the Subcontractor's responsibility to provide a complete bid. It is this Subcontractor's responsibility for the entire scope of this Bid Package and coordination between All Trades. The Work of this Agreement shall include, but not be limited to, all labor, material, tools, equipment, hoisting, plant, supplies, samples, shop drawings, layout, transportation, parking, supervision, contributions, compliance with all agencies (City, County, State, Federal as may be required), all other services and facilities and other things necessary for the performance of the **General Trades** as shown, detailed, and/or implied by the following documents and as defined herein.

- 1. Turner Construction Company's Procedures and Safety Manual dated November 24, 2009.
- Geotechnical Subsurface Investigation for information only, prepared by Environmental Protection Industries dated September 28, 2009. Also review the Phase I Environmental Site Assessment Report prepared by Bradburne, Briller & Johnson, LLC dated September 30, 2008.
- Turner Construction Company's Document List dated November 24, 2009, including plans and specifications.
- 4. Turner's Bid Form dated December 14, 2009.
- Specifically include all Division 1 specifications and the following specification sections:

PRIMARY

02870 - Site Furnishings

06101 - Carpentry

07900 - Joint Sealants

08110 - Steel Doors and Frames

08211 - Interior Flush Wood Doors

08290 - Wood Door Cleaning and Restoration

08333 - Overhead Coiling Service Doors

08360 - Sectional Overhead Doors

08660 - Interior Wire Mesh Window Guards

08710 - Door Hardware

08710 - Automatic Door Operators

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PRIMARY (con't)

10350 - Flagpoles

10651 - Operable Panel Partitions

11010 -- Maintenance Equipment Supports

11062 - Stage Rigging

11132 - Projection Screens

11161 - Recessed Dock Levelers

11482 - Scoreboards

11491 - Gymnasium Equipment

12500 - Window Treatment Shades

12503 - Motorized Shades

12660 - Telescoping Stands

14420 - Wheelchair Lifts

SECONDARY

05500 - Metal Fabrications

05120 - Structural Steel

08312 - Access Doors and Frames

B. The Scope of the General Trades Work <u>includes</u>, but is not limited to, providing the following:

- 1. The General Trades Package shall include, but not be limited to, all materials, labor, equipment, samples, shop drawings, engineering, layout, supplies, plant, tools, contributions, insurance, taxes, compliance with all agencies (City, County, State, and Federal as may be required) all other services and facilities, and other things necessary for the performance of the work as shown, detailed, and/or implied by the Contract Documents as listed in the invitation to bid and as defined herein.
- 2. Layout off of Turner initial building control of three (3) benchmarks and four (4) column building offsets. Provide all layout from initial control points as required for elevations and building dimensions.
- This Contractor understands that all areas will not be available at one time. Multiple mobilizations will be required.
- General Trades Contractor to provide all necessary scaffolds and hoisting as required for the scope of work.
- Furnish and install all caulking and sealant work associated with this scope of work. Including, but not limited to hollow metal frames to drywall, etc. Include 250 hours of additional caulking not shown on the documents to be used at the discretion of the Construction Manager.
- Furnish and install all site furnishings as shown on the drawings and listed in the specifications including, but not limited to bike racks, steel tree grates, bellards, benches, flag poles, etc.
- General Trades Contractor to include all labor to install existing statue and sign (See A15/AD1.0) salvaged by others as indicated on the drawings and specifications. This Contractor is to include all handling and transportation from the CPS Storage Facility (located at 50th Street and S. Halsted).

SUBSTR TURNER

- Furnish and install all hollow metal doors and frames, flush wood doors and wood door frames, overhead coiling doors and grilles, sectional overhead doors, and steel acoustical/insulated doors. and windows.
- Install necessary hollow metal framing supports (i.e. door bucks) prior to masonry or drywall partition installation. Coordinate and sequence with Turner Project Superintendent. Assume 50 openings.
- General Trades Contractor to confirm wall and door layout with Drywall Contractor and Mason prior to installation of door and window frames. Provide coordination with Drywall Contractor and Mason Contractor prior to being onsite.
- General Trades Contractor to include all labor to install exterior wood doors and wood frames salvaged by others as indicated on the drawings and specifications. This Contractor is to include all handling and transportation from the CPS Storage Facility (located at 50th Street and S. Halsted Ave.). Include wood door cleaning and restoration of doors and frames. Assume (6) pairs total.
- 12. Furnish and install all hollow metal frames for interior glazing. Glass to be furnished and installed by the Glass Contractor. Metal vision kits for rated doors will be furnished by the General Trades Contractor and installed by the Glass Contractor. The glass for rated doors will be furnished and installed by the Glass Contractor.
- 13. Coordinate with Electrical and Security Contractor for all devices, wiring, and equipment that are required to be installed with window and door systems. Include required raceways and pull strings for Electrical Contractor. Electrical Contractor to approve and review shop drawings prior to fabrication.
- Furnish and install all door hardware, excluding door hardware for aluminum storefront doors.
- 15. Furnish and install temporary construction cores for all doors. Include (3) different type of cores (electrical rooms, exterior doors, and all other locations).
- Provide all knurled handles at hazardous rooms.
- 17. This Contractor must supply all gaskets, thresholds, seals to meet STC Rating of 30 at ALL CLASSROOMS whether indicated or not in the drawings or specifications.
- 18. Provide submittal and shop drawing for all required door undercuts. Coordinate door undercuts with finished floor materials.
- Include labor to install 200 access panels furnished by others to be installed in ceilings and walls.
- 20. Furnish and install all projections screens as shown on the drawings and indicated in the specifications.
- 21. Furnish and install scoreboards as shown on the drawings. Coordinate with Electrical Contractor as required. Scoreboard will be by General Trades Contractor, not by CPS as indicated on the drawings.
- 22. Furnish and install all wheelchair lifts as shown on the drawings.

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- 23. Provide onsite lockable storage containers for frames and hardware. Coordinate location of containers with Turner Construction. Deliver doors and hardware in accordance with the schedule.
- 24. Furnish and install interior wire mesh window guards as shown on the drawings and indicated in the project specifications. Include furnish and install of wire mesh guards at all window openings shown in gymnasium whether shown or not.
- 25. Furnish and install operable partitions as shown on the drawings and as indicated in the project specifications.
- 26. Furnish and install all stage rigging as shown on the drawings and listed in the specifications, including, but not limited to curtains, tracks, lighting fixture cages, etc.
- 27. Furnish and install all recessed dock levelers as shown on the drawings and listed in the specifications including but not limited to dock bumpers, truck restraints, etc. Furnish all steel angles and embeds required to Concrete Contractor
- 28. Furnish and install all gymnasium sports equipment as shown on the drawings and listed in the specifications, including but not limited to basketball, volleyball, and badminton equipment, wall pads, stall bars, etc. Submittals shall be provided to the Steel Contractor in order to maintain steel production and delivery dates. Review and verify that additional steel supports that may be required will not interfere with equipment installation. Coordinate power provisions with Electrical Contractor. Coordinate all floor penetrations with Concrete Contractor and Flooring Contractor.
- 29. Furnish and install all window treatment shades and motorized shades as shown on the drawings and listed in the specifications. Provide protection of all shades and fabric until Substantial Completion. Include coordination with Electrical Contractor for electrical requirements.
- 30. Furnish and install all telescoping stands and bleachers as shown on the drawings and listed in the specifications.
- 31. Furnish and install all fire treated plywood backing at electrical closets telephone rooms and computer network rooms as shown the drawings. Coordinate the installation with the Electrical Contractor.
- 32. Furnish and install kraft paper and ¾" plywood (tongue and groove) for protection of wood gym floor after installation of floor by others.
- 33. Furnish and install pressure treated wood blocking at all roof locations, parapets, eaves, etc. Include coordination with Roofing Contractor. Provide all anchors to be installed in concrete or masonry units to others for installation.
- Furnish and install all wood blocking at curtainwall and windows as shown on the drawings and indicated in the specifications.
- 35. Include 250 carpenter manhours for additional wood blocking that is not shown on the documents. These hours will be used at the discretion of the Construction Manager.

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- 36. Include 250 carpenter manhours for additional metal blocking that is not shown on the documents. These hours will be used at the discretion of the Construction Manager.
- Include 250 carpenter manhours for additional hardware coordination above and beyond the contract documents. These hours will be used at the discretion of the Construction Manager.
- 38. Include 250 carpenter manhours for stage rigging and gymnasium equipment coordination above and beyond the contract documents. These hours will be used at the discretion of the Construction Manager.
- 39. Include (400) 4'x8" sheets of \(\frac{\pi}{2} \) plywood and 600 carpenter man hours for temporary protection. These hours will be used at the discretion of the Construction Manager and not intended for protection of work included in this scope of work.

C. The Scope of the General Trades Work specifically <u>excludes</u> the following:

- 1. Sales Tax. For material that is part of the permanent building.
- 2. On-site insurance costs. (Insurance will run through a CCIP program).
- 3. Perimeter site fencing, however if need to relocate fence after agreed location with Turner Superintendent than this cost for relocation is by this subcontractor. (By Turner).
- 4. Plastic lumber decking.
- 5. Built in seating as shown A10.2.
- Furnish and install of the following items:
 - a. Toilet partitions
 - b. Fire extinguisher cabinets and extinguishers
 - c. Toilet accessories
 - d. Parking control equipment
 - e. Waste compactors
 - f. Signage
 - g. Metal lockers
 - h. Food service equipment
 - Casework
 - j. Display cases
 - k. Aluminum doors and frames
 - I. Acoustical wall panels

NUTTALED FOR:

- D. The Scope of the General Trades Work is based on the following understandings, stipulations and/or clarifications:
 - 1. BID CHECKLIST: This subcontractor must be in full agreement to the following items for the bid to be considered responsive. Submit a Request for Information (RFI) five (5) days prior to the bid date with any issues or questions to the below items. A Bid Information Letter (BIL) will be issued with a response to all questions prior to the bid:
 - Use all specified material and include all items in General Trades Requisition and Turner Procedures Manual dated 11-20-09.
 - b. Include all LEED requirements detailed in the specifications.
 - c. Agree to the schedule and phasing timeframes detailed in the Turner Procedures Manual.
 - Agree to the logistics plan detailed in the Turner Procedures Manual.
 - e. Minimum 50% Chicago Residency.
 - f. Minimum 7.5% Local Chicago Residency (Near North Side and Westtown).
 - g. Providing all guarantees, certifications, and/or warranties as required by the documents.
 - h. Includes daily cleaning of this trades scope of work.
 - Sales tax excluded for material made part of permanent building items.
 - j. Agree to sign Turner's Subcontractor Form #36 without modifications
 - k. Include two completed (2) hard copies of the "Document Submittal Checklist" items and all associated documents located in the Procedures Manual.
 - I. Include completed equipment rates with bid.
 - m. Include completed wage rate sheets with bid.
 - n. On Site General Liability and Workers Compensation Insurance EXCLUDED (CCIP Project)
 - o. Agree to the Site Specific Safety Plan detailed in the Turner Procedures Manual.
 - p. Include all Hoisting, Rigging, and Scaffolding required for your Work
 - Include all permits specific to your trade (Foundations and Building Permit by Turner/PBC)
 - r. Include 100% Union field and shop labor. Office supervision excluded.
 - s. Labor and Material Escalation Included through Project Completion: June 2011

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- 2. It is understood that the intent of the documents enclosed are to represent 100% complete bid documents. Where information is lacking, this Subcontractor should include in separate line item list all work that the subcontractor views as necessary to be consistent with the document intent, industry standards, and applicable codes to provide a complete job. Bidders must indicate in line item detail all costs associated with the undefined work.
- 3. The Subcontractor acknowledges and represents that the Subcontractor has visited the site of the Project to become familiar with the existing improvements and physical conditions of the site. Site visits shall be coordinated through Turner. Access roads and haul roads will be limited to those indicated on the site logistics plan only.
- 4. Turner Construction Company will provide temporary power for small tools and egress lighting once the basement with first floor elevated is installed. All welding and/or stud machines must be gas, there are no provisions for electric welding and/or stud machines.
- If, at any time, the safety of any existing or new construction, utilities, etc., appear to be endangered, subcontractor shall, at its own expense, take all proper means, including any additional bracing and/or shoring necessary to safeguard and prevent any such movement or settlement, and to support such structures.
- 6. The project construction manager, Turner Construction, has liquidated damages as part of the contract with the Public Building Commission. This subcontractor will strive to work with Turner as not to delay completion of the project.
- Onsite insurance will be provided through a CCIP program. Reference the CCIP manual included in the Procedures Manual for additional information.
- 8. It is agreed that one (1) management employee of the subcontractor who will be directly involved on the project will be either a LEED Accredited Professional, or LEED Accredited Professional + as verified by the USGBC, or will be required to complete the online LEED training course offered via USGBC entitled "Essentials of LEED Professional Accreditation" which may be accessed via www.usgbc.org.

E. <u>UNIT PRICES</u>

- The supplied unit prices are applicable for changes in the Work. The unit prices are for Work complete and in place and include all costs such as material, labor, equipment, freight, taxes, insurance, fringe benefits, and overhead and profit. Turner reserves the right not to use any of the below stated unit prices and requested labor and material breakdowns. All unit prices shall be valid for both additive and deductive changes to the work. All unit prices, unless otherwise noted, are to include all incidental work normally required in connection with the particular type of work involved for the life of the project and would include, but not necessarily be limited to:
 - All engineering including calculations, detailing and shop drawings.
 - b. All material costs including an allowance for waste.
 - Providing all necessary accessories.
 - d. All fabrication and shop costs.
 - e. All shop and field labor including supervision and engineering layout costs.

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- f. All temporary utilities required including safety precaution.
- g. All costs of standby trades during or beyond normal working hours.
- h. All escalation, bond premiums, overhead and profit, and insurance (with CCIP Program reflected.)
- i. All transportation and freight costs.
- j. Quantities applied against Unit Prices will be neat plan measure without any further allowances for laps, waste, connections and accessories unless otherwise noted.
- k. All straight time equipment rental costs including oilers, fuel, operators, maintenance, insurance, delivery and removal from site.
- Unit Prices involving offsite operations include insurance, as offsite operations are not covered by CCIP.

END OF SCOPE OF WORK

Page 8 of 8

INDIALED FOR:

BID INFORMATION LETTER #1

Date: 12/11/2009

YOUR BID IS DUE: Thursday December 17, 2009

Time: 3:00 PM CST

PROJECT:

Ogden Replacement Elementary School: Masonry, Misc Metals, General Trades, and

Curtainwall Glass and Metal Panel Bidders

LOCATION:

24 West Walton Street, Chicago

DOCUMENT:

1 page for Bid Information Letter, Attachments

Masonry, Misc Metals, General Trades, and Curtainwall Glass and Metal Panel Bidders:

Please review the following information and include all updated information in your bid. All attachments referenced in this Bid Information Letter #1 can be viewed and downloaded from the following website: http://drop.io/ogdenschoolmep. The password to view this site is: ogden

- A. See attached updated sample contract for the "New Ogden Replacement Elementary School" (Form 36P-OGDEN REV 11/30/09).
- B. Purchase Requisitions have been updated for the following trades. Please see the attached updated Purchase Requisitions and Bid Forms and include all new information and forms with your bid:
 - a. Masonry & Stone dated 12/11/2009
 - b. Miscellaneous & Ornamental Metals/Fencing/Stairs dated 12/11/2009
 - c. General Trades dated 12/11/2009
 - d. Curtainwall, Glass, and Metal Panels dated 12/11/2009
- C. See attached Updated Drawing A.3. REV 7 "Issued for Clarification"
- D. See attached Disclosure Affidavit that must be filled out and submitted with the bid form.

If you have any questions on this Bid Information Letter please contact David Puls at 312-327-2870.

Sincerely,

Adam Dell

Turner Construction Company

312-327-2917 (office)

adell@tcco.com

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BID INFORMATION LETTER #2

Date: 12/14/2009

YOUR BID IS DUE: Thursday December 17, 2009 Time: 3:00 PM CST

PROJECT:

Ogden Replacement Elementary School: Masonry, Misc Metals, General Trades, and

Curtainwall Glass and Metal Panel Bidders

LOCATION:

24 West Walton Street, Chicago

DOCUMENT:

2 page Bid Information Letter, Attachments

Masonry, Misc Metals, General Trades, and Curtainwall Glass and Metal Panel Bidders:

Please review the following information and include all updated information in your bid. All attachments referenced in this Bid Information Letter #2 can be viewed and downloaded from the following website: http://drop.io/ogdenschoolmep. The password to view this site is: ogden

- A. The attached RFI Responses should be included in your bid:
 - a. RFI 56
 - b. RFI 57
 - c. RFI 58
 - d. RFI 59
 - e. RFI 60
 - f. RFI 61
 - g. RFI 62
 - h. RFI 63
 - i. RFI 64
 - j. RFI 65
 - k. RFI 68
 - RFI 69
 - m. RFI 70
 - n. RFI 71
 - o. RFI 72 p. RFI 73
 - q. RFI 74
 - r. RFI 88
 - s. RFI 89
 - t. RFI 90
 - u. RFI 101 v. RFI 102
 - w. RFI 103
 - x. RFI 106
 - y. RFI 107
 - z. RFI 108
 - aa. RFI 109
 - bb. RFI 110
 - cc. RFI 111
 - dd. RFI 112
 - ee. RFI 113

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- B. Purchase Requisitions have been updated for the following trades. Please see the attached updated Purchase Requisitions and Bid Forms and include all new information and forms with your bid:
 - a. Masonry & Stone dated 12/14/2009
 - b. Miscellaneous & Ornamental Metals/Fencing/Stairs dated 12/14/2009
 - c. General Trades dated 12/14/2009
 - d. Curtainwall, Glass, and Metal Panels dated 12/14/2009
- C. The following attached updated Specifications should be included in your bid (refer to Purchase Requisitions for Specifications that apply to each individual bid package):
 - a. 01331 CX Commissioning Submittal Procedures 12/08/2009
 - b. 01730 Operating and Maintenance Data 12/4/2009
 - c. 01770 Closeout Procedures 12/08/2009
 - d. 01783 CX Commissioning Project Record Documents 12/08/2009
 - e. 01784 CX Commissioning Operation and Maintenance Data 12/08/2009
 - f. 01800 Project Record Documents 12/4/2009
 - g. 01810 CX Commissioning Process 12/08/2009
 - h. 01811 CX Prefunctional Checklist 12/08/2009
 - i. 01812 CX Functional Performance Testing 12/08/2009
 - j. 01821 Commissioning Demonstration and Training 12/08/2009
 - k. 04200 Unit Masonry 12/4/2009
 - 08110 Steel Doors and Frames 12/08/2009
 - m. 08211 Interior Flush Wood Doors 12/08/2009
 - n. 08360 Sectional Overhead Doors 12/04/2009
 - o. 08710 Door Hardware 12/4/2009
 - p. 09510 Acoustical Ceilings 12/4/2009
 - q. 09644 Wood Gymnasium Floor 12/4/2009
 - r. 09648 Wood Stage Floor 12/08/2009
 - s. 09841 Acoustical Wall Panels 12/08/2009
 - t. 10351 Flagpoles 12/04/2009
- D. The following items should be included in your bid:
 - a. QUESTION: Item E on the Masonry scope of work. Can you please provide dimensions from building face to site fence so we can determine any special scaffold and stocking requirements based on the clearance provided. We are assuming you have allowed a minimum of 10'. Is our assumption correct? ANSWER: No, please assume 8'-0" maximum.
 - b. DELETE Specification Reference "Primary 11010 Maintenance Equipment Supports" and Item OO "Furnish and install maintenance equipment supports as detailed in the specifications" from the Miscellaneous & Ornamental Metals/Fencing/Stairs Purchase Requisition REV 2 dated 12/14/09.

If you have any questions on this Bid Information Letter please contact David Puls at 312-327-2870.

Sincerely,

Adam Dell

Turner Construction Company

312-327-2917 (office)

adell@tcco.com

INTELLED FOR:
SUBCER TURNER



BID INFORMATION LETTER #3

Date: 12/15/2009

YOUR BID IS DUE:
Friday

December 18, 2009 Time: 3:00 PM CST

PROJECT:

Ogden Replacement Elementary School: Masonry, General Trades, Misc

Metals, and Curtainwall Glass and Metal Panel Bidders

LOCATION:

24 West Walton Street, Chicago

DOCUMENT:

2 page for Bid Information Letter, 39 pages of Attachments

Masonry, General Trades, Misc Metals, and Curtainwall Glass and Metal Panel Bidders:

Please review the following information and include all updated information in your bid:

The Bid Date has been changed to Friday, December 18th at 3:00pm CST.

include the new Bid Forms for each trade:

o Masonry, General Trades, Misc Metals, and Curtainwall Glass and Metal Panels

The following RFI's are to be included:

o RFI #104 - Jamb, Head and Sill Details - dated 12/15/09

o RFI #105 - Curtainwall V, W, and X sections - dated 12/15/09

RFI #106 – Aluminum Door System Clarifications – dated 12/15/09

The following drawings are to be included (drawings located on project website):

o A6.3.4 dated 12/14/2009

A6.3.7 dated 12/14/2009

o A6.3.5 dated 12/14/2009

A7.1.2 dated 12/14/2009

A6.3.6 dated 12/14/2009

A7.1.3 dated 12/14/2009

The following items are to be included:

- QUESTION: Window Type Q Specify the glass types required across the top and bottom of the main curtainwall. ANSWER: Assume GL-3.
- QUESTION: Window Type Q Specify the glass type at the left and right wing walls of the main frame. ANSWER: Assume GL-5.
- QUESTION: Window Type Q The Window Schedule indicates two different glass types GL-2/GL-6 or GL-3/GL-6. Please provide further clarification. ANSWER: Assume that both types are installed at this location, in lieu of one type with a combination of both characteristics.
- QUESTION: In order to meet performance requirements for Window Type GL-3 and GL-4, a Low E coating would need to be added to the second surface of the unit. ANSWER: Add Low E coating to second surface of the unit.
- QUESTION: How many custom frit patterns should be included in bid price? ANSWER: Assume a total of (2) custom frit patterns.

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SUBOTR TURNER

 RFI 111: Curtainwall, Glass and Metal Panel Contractor to furnish and install louver sun screens. Include allowance in bid price.

If you have any questions on this Bid Information Letter please contact Dave Puls at 312.327.2870.

Sincerely,

Adam Dell

Turner Construction Company

312-327-2917 (office)

adell@tcco.com

SUBCTR TURNER



BID INFORMATION LETTER #4

Date: 12/15/2009

YOUR BID IS DUE: Friday

December 18, 2009 Time: 3:00 PM CST

PROJECT:

Ogden Replacement Elementary School: Masonry, General Trades, Misc

Metals, and Curtainwall Glass and Metal Panel Bidders

LOCATION:

24 West Walton Street, Chicago

DOCUMENT:

1 page for Bid Information Letter, 36 pages of Attachments

Masonry, General Trades, Misc Metals, and Curtainwall Glass and Metal Panel Bidders:

Please review the following information and include all updated information in your bid:

The Bid Date has been changed to Friday, December 18th at 3:00pm CST.

Include the new Bid Forms for each trade – page 7 of each bid form has been updated only. The first sentence of Page 7 was updated to include the correct bid pacakge:

o Masonry, General Trades, Misc Metals, and Curtainwall Glass and Metal Panels

If you have any questions on this Bid Information Letter please contact Dave Puls at 312.327.2870.

Sincerely,

Adam Dell

Turner Construction Company

312-327-2917 (office)

adell@tcco.com

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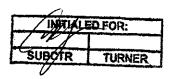
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G0.5.3	CODE MATRIX	DR DR	NHDKMP Architects NHDKMP Architects		6	For Bid	Building Permit
G0.5.4	INCLUSIVE PLAYGROUNDS RATING SYSTEM	DR	NHDKMP Architects		6	For Bid	Building Permit Building Permit
G0.6	CONTEXT PHOTOS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
G0.7	RESERVED	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
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G1.5	CALCULATIONS - THIRD FLOOR	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
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C3.0	GRADING PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
C3.1	DETAILED GRADING PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
C3.2 C4.0	SOIL EROSION & SEDIMENT CONTROL PLAN UTILITY PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
C4.1	OPERATIONS AND MAINTENANCE PLAN	DR DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
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A1.1B	LOWER LEVEL - PARTIAL FLOOR PLAN B	DR	NHDKMP Architects			For Bid	Building Permit Building Permit
A1.2	FIRST FLOOR PLAN	DR	NHDKMP Architects			For Bid	Building Permit
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A1.4	THIRD FLOOR PLAN	DR	NHDKMP Architects		6	For Bid For Bid	Building Permit Building Permit
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	BUILDING SECTIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
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	BUILDING SECTIONS	DR	NHDKMP Architects	11/19/2009 11/19/2009	6	For Bid For Bid	Building Permit
.5.1 \	WALL SECTIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
	WALL SECTIONS	DR	NHDKMP Architects		6	For Bid	Building Permit
	NALL SECTIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
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	NACE SECTIONS NLARGED DETAILS - FOUNDATION	DR DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	NLARGED DETAILS - FOUNDATION	DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	NLARGED DETAILS - MASONRY	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
	NLARGED DETAILS - MASONRY	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
6.2.3 E	NLARGED DETAILS - MASONRY	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	NLARGED DETAILS - MASONRY	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
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6.2.8 E	NLARGED DETAILS - MASONRY NLARGED DETAILS - MASONRY	DR DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
6.2.8 E 6.2.9 E 6.2.10 E	NLARGED DETAILS - MASONRY	DR	NHDKMP Architects NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009 11/19/2009	6 6	For Bid For Bid For Bid	Building Permit Building Permit Building Permit



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A6.2.12 A6.2.13	ENLARGED DETAILS - MASONRY	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A6.3.1	ENLARGED DETAILS - MASONRY ENLARGED DETAILS - ALUMINUM CURTAIN WALL	DR DR	NHDKMP Architects		6	For Bid	Building Permit
A6.3.2	ENLARGED DETAILS - ALUMINUM CURTAIN WALL	DR	NHDKMP Architects NHDKMP Architects		6	For Bid	Building Permit
A6.3.3	ENLARGED DETAILS - ALUMINUM CURTAIN WALL	DR	NHDKMP Architects		6	For Bid For Bid	Building Permit Building Permit
A6.3.4	ENLARGED DETAILS - ALUMINUM CURTAIN WALL	DR	NHDKMP Architects		6	For Bid	Building Permit
A6.3.5	ENLARGED DETAILS - ALUMINUM CURTAIN WALL	DR	NHDKMP Architects		6	For Bid	Building Permit
A6.4.1 A6.4.2	ENLARGED DETAILS - STEEL CURTAIN WALL	DR	NHDKMP Architects		6	For Bid	Building Permit
A6.4.3	ENLARGED DETAILS - STEEL CURTAIN WALL ENLARGED DETAILS - STEEL CURTAIN WALL	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A6.5.1	ENLARGED DETAILS - ROOF	DR DR	NHDKMP Architects NHDKMP Architects		6	For Bid	Building Permit
A6.5.2	ENLARGED DETAILS - ROOF	DR	NHDKMP Architects		6	For Bid For Bid	Building Permit
A6.5.3	ENLARGED DETAILS - ROOF	DR	NHDKMP Architects		6	For Bid	Building Permit Building Permit
A6.5.4	ENLARGED DETAILS - ROOF	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A6.6.1	ENLARGED DETAILS - CHILLER WELL	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A6.7.1 A6.7.2	ENLARGED DETAILS - ENTRY CANOPY ENLARGED DETAILS - ENTRY CANOPY	DR	NHDKMP Architects		6	For Bid	Building Permit
A7.1.1	ENLARGED STAIR PLANS AND SECTIONS - STAIR 1	DR DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A7.1.2	ENLARGED STAIR PLANS AND SECTIONS - STAIR 2	DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A7.1.3	ENLARGED STAIR PLANS AND SECTIONS - STAIR 3	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
	ENLARGED STAIR PLANS AND SECTIONS - STAIR 4		TWO THE THE THE TWO	1.7.10,2000		i Oi Diu	Building Permit
A7.1.4	AND STAGE STAIRS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A7 4 E	ENLARGED STAIR PLANS, SECTIONS AND DETAILS						
A7.1.5 A7.2.1	STAIRS 5, 6 AND 7 TYPICAL STAIR DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A7.2.2	TYPICAL STAIR DETAILS	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A7.2.3	TYPICAL STAIR DETAILS	DR	NHDKMP Architects	11/19/2009 11/19/2009	6	For Bid	Building Permit
A7.4.1	ELEVATOR SECTION AND DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
A7.4.2	FUTURE ELEVATOR SECTION AND DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	MULTI-PURPOSE ROOM ENLARGED PLAN AND						Danding & Citrat
A8.1.1	ELEVATIONS TYPICAL CLASSROOM ENLARGED PLAN AND	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.2.1	ELEVATIONS	55	NUDWAR A J.		_	_	
710.2.1	K AND PRE K CLASSROOM ENLARGED PLAN AND	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.3.1	ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Did	Building D
	K AND PRE K CLASSROOM ENLARGED PLAN AND		THIS THE PROPERTY	11/13/2008		For Bid	Building Permit
A8.3.2	ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.4.1	ENLARGED ADMINISTRATION PLANS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.4.2 A8.5.1	ADMINISTRATION ELEVATIONS SCIENCE LAB ENLARGED PLAN AND ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	COMPUTER LAB ENLARGED PLAN AND ELEVATIONS	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.6.1	ART ROOM ENLARGED PLAN AND ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit
A8.6.2	MUSIC ROOM ENLARGED PLAN AND ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
A8.7.1	LIBRARY ENLARGED PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.7.2	LIBRARY ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.8.1 A8.8.2	DINING ROOM AND KITCHEN ENLARGED PLAN DINING ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	GYMNASIUM ENLARGED PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	GYMNASIUM ELEVATIONS	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	GYMNASIUM ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
	STAGE ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.10.1	LOADING DOCK ENLARGED PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.11.1	FIRST FLOOR CORRIDOR NORTH ELEVATION	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.11.2 A8.11.3	FIRST FLOOR CORRIDOR SOUTH ELEVATION SECOND FLOOR CORRIDOR NORTH ELEVATION	DR		11/19/2009	6	For Bid	Building Permit
A8.11.4	SECOND FLOOR CORRIDOR NORTH ELEVATION SECOND FLOOR CORRIDOR SOUTH ELEVATION	DR DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.11.5	THIRD FLOOR CORRIDOR NORTH ELEVATION	DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A8.11.6	THIRD FLOOR CORRIDOR SOUTH ELEVATION		NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
A8.12.1	TOILET ROOM ENLARGED PLAN AND ELEVATIONS	DR		11/19/2009	6	For Bid	Building Permit
	TOILET ROOM ENLARGED PLANS AND ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	STAIR ELEVATIONS PARTITION TYPES			11/19/2009	6	For Bid	Building Permit
	TYPICAL PARTITION DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
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A9.3 A9.4	TYPICAL FIRESTOPPING DETAILS TYPICAL FIRESTOPPING DETAILS	DR DR	NHDKMP Architects NHDKMP Architects		6	For Bid For Bid	Building Permit
A10.1	INTERIOR DETAILS	DR	NHDKMP Architects		6	For Bid	Building Permit Building Permit
A10.2	INTERIOR DETAILS	DR	NHDKMP Architects		6	For Bid	Building Permit
A10.3	INTERIOR DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A10.4 A10.5	RESERVED INTERIOR DETAILS	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A10.6	INTERIOR DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
A12.0	DOOR SCHEDULE	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A12.1	DOOR SCHEDULE	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A12.2 A12.3	MNDOW SCHEDULE WNDOW SCHEDULE	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A12.4	WINDOW SCHEDULE	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit
A13.0	FINISH SCHEDULE AND DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
A13.1A	LOWER LEVEL- PARTIAL FINISH PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A13.1B A13.2A	LOWER LEVEL- PARTIAL FINISH PLAN B	DR	NHDKMP Architects	11/19/2009	- 6	For Bid	Building Permit
A13.2B	FIRST FLOOR- PARTIAL FINISH PLAN A FIRST FLOOR- PARTIAL FINISH PLAN B	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A13.3A	SECOND FLOOR- PARTIAL FINISH PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
A13.3B	SECOND FLOOR- PARTIAL FINISH PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A13.4A	THIRD FLOOR- PARTIAL FINISH PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A13.4B A13.5	THIRD FLOOR- PARTIAL FINISH PLAN B ROOF LEVEL- PARTIAL FINISH PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A13.5	GARAGE SIGNAGE SCHEDULE AND MOUNTING	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A14.1	DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A14.2	GARAGE SIGNAGE PLAN AND STRIPING DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	GARAGE SIGNAGE SCHEDULE AND MOUNTING						
A14.3 A15.0	DETAILS SIGNAGE SCHEDULE	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A15.0.1	CAFETERIA SIGNAGE DETAILS	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A15.1	EQUIPMENT SCHEDULE	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
A15.2A	FIRST FLOOR- PARTIAL FURNITURE PLAN A	_ DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A15.2B	FIRST FLOOR- PARTIAL FURNITURE PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A15.3A A15.3B	SECOND FLOOR- PARTIAL FURNITURE PLAN A SECOND FLOOR- PARTIAL FURNITURE PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
A15.4A	THIRD FLOOR- PARTIAL FURNITURE PLAN A	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit
A15.4B	THIRD FLOOR- PARTIAL FURNITURE PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
S0.1	GENERAL STRUCTURAL NOTES	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
\$0.2	GENERAL STRUCTURAL NOTES LOAD DIAGRAMS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S0.3 S0.4	LOAD DIAGRAMS	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.0	CAISSON PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
S1.0A	CAISSON - PARTIAL FLOOR PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.0B	CAISSON - PARTIAL FLOOR PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
\$1.1 \$1.1A	BASEMENT/FOUNDATION PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.1A	BASEMENT/FOUNDATION - PARTIAL FLOOR PLAN A BASEMENT/FOUNDATION - PARTIAL FLOOR PLAN B	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.1.1	CONCRETE WALL - ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
S1.1.2	CONCRETE WALL - ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.1.3	CONCRETE WALL - ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	FIRST FLOOR FRAMING PLAN FIRST FLOOR FRAMING - PARTIAL FLOOR PLAN A	DR DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	FIRST FLOOR FRAMING - PARTIAL FLOOR PLAN B	DR	NHDKMP Architects NHDKMP Architects	11/19/2009	<u>6</u>	For Bid For Bid	Building Permit
	FIRST FLOOR REINFORCEMENT (NORTH-SOUTH) -		TWIDTON TOTALOG	17/10/2000		TOLDIG	Building Permit
	PARTIAL PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
t t	FIRST FLOOR REINFORCEMENT (EAST-WEST) -						
	PARTIAL PLAN A FIRST FLOOR REINFORCEMENT (NORTH-SOUTH) -	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	PARTIAL PLAN B	DR	NHDKMP Architects	11/19/2009	6	Eor Dia	Puilding Parent
	FIRST FLOOR REINFORCEMENT (EAST-WEST) -	- 5.1	THE PROPERTY AND INCOME.	1111312008	<u> </u>	For Bid	Building Permit
	PARTIAL PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	SECOND FLOOR FRAMING PLAN		NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.3A	SECOND FLOOR FRAMING - PARTIAL FLOOR PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit

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S1.3B	SECOND FLOOR FRAMING - PARTIAL FLOOR PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.4 S1.4A	THIRD FLOOR FRAMING PLAN THIRD FLOOR FRAMING - PARTIAL FLOOR PLAN A	DR	NHDKMP Architects		6	For Bid	Building Permit
S1.4B	THIRD FLOOR FRAMING - PARTIAL FLOOR PLAN B	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.5	ROOF FRAMING PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
\$1.5A	ROOF FRAMING - PARTIAL FLOOR PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.5B	ROOF FRAMING - PARTIAL FLOOR PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.6 S1.7	MISCELLANEOUS FRAMING PLANS MISCELLANEOUS FRAMING PLANS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
31.7	MISCELLANEOUS FRAMING PLANS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S1.8	MISCELLANEOUS FRAMING PLANS AND ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Dormit
S2.1	CAISSON DETAILS AND SCHEDULES	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
S2.2	GRADE BEAM DETAILS AND SCHEDULES	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
\$2.3	FOUNDATION DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
\$2.4 \$2.5	FOUNDATION DETAILS FOUNDATION DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S2.6	FOUNDATION DETAILS	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
S3.1	CONCRETE SLAB SECTIONS AND DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S3.2	CONCRETE SCHEDULES AND DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S3.3	CONCRETE SCHEDULES AND DETAILS	DR	NHDKMP Architects	11/19/2009	- 6	For Bid	Building Permit
S4.0 S4.1	COLUMN AND BASE PLATE SCHEDULE	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S4.1	FRAMING SECTIONS AND DETAILS FRAMING SECTIONS AND DETAILS	DR DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S4.3	FRAMING SECTIONS AND DETAILS	DR	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	6	For Bid For Bid	Building Permit
S4.4	FRAMING SECTIONS AND DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
S4.5	FRAMING SECTIONS AND DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S4.6	FRAMING SECTIONS AND DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S4.7 S4.8	FRAMING SECTIONS AND DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S5.1	FRAMING SECTIONS AND DETAILS SECTIONS, DETAILS AND BRACING ELEVATIONS	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	6	For Bid	Building Permit
\$6.1	MASONRY DETAILS AND SCHEDULES	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
S6.2	MASONRY DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S6.3	EXTERIOR MASONRY WALL ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
S6.4	EXTERIOR MASONRY WALL ELEVATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
M0.0 M1.0A	MECHANICAL SYMBOLS & ABBREVIATIONS PARKING LEVEL MECHANICAL DUCTWORK PLAN	DR DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
M1.0B	PARKING LEVEL MECHANICAL DUCTWORK PLAN	DR	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	6	For Bid	Building Permit
M1.1A	FIRST FLOOR MECHANICAL DUCTWORK PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
M1.1B	FIRST FLOOR MECHANICAL DUCTWORK PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
M1.2A	SECOND FLOOR MECHANICAL DUCTWORK PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
M1.2B M1.3A	SECOND FLOOR MECHANICAL DUCTWORK PLAN THIRD FLOOR MECHANICAL DUCTWORK PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
M1.3B	THIRD FLOOR MECHANICAL DUCTWORK PLAN	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	6	For Bid For Bid	Building Permit
M1.4A	ROOF MECHANICAL DUCTWORK PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
M1.4B	ROOF MECHANICAL DUCTWORK PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
M2.0A	PARKING LEVEL MECHANICAL PIPING PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
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	SECOND FLOOR MECHANICAL PIPING PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
M2.3A	THIRD FLOOR MECHANICAL PIPING PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	THIRD FLOOR MECHANICAL PIPING PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	ROOF MECHANICAL PIPING PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
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M3.1	MECHANICAL SCHEDULES	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
	MECHANICAL SCHEDULES	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
M3.3	MECHANICAL SCHEDULES	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
	MECHANICAL DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
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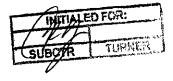
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M8.6 MECHANICAL CONTROLS DIAGRAMS								Building Permit
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	P1.0A							
	P1.0B	PARKING LEVEL PLUMBING PLAN B	DR		11/19/2009	6	For Bid	



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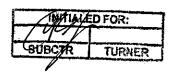
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P1.1A	FIRST FLOOR PLUMBING PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
P1.1B	FIRST FLOOR PLUMBING PLAN B	DR	NHDKMP Architects		6	For Bid	Building Permit
P1.2A	SECOND FLOOR PLUMBING PLAN A	DR	NHDKMP Architects		6	For Bid	Building Permit
P1.2B P1.3A	SECOND FLOOR PLUMBING PLAN B	DR	NHDKMP Architects		6	For Bid	Building Permit
F I.SA	THIRD FLOOR PLUMBING PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
P1.3B	THIRD FLOOR PLUMBING PLAN B	DR	NHDKMP Architects	11/19/2009	6	Eon Did	Duilding On-it
P1.4A	ROOF PLUMBING PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
P1.4B	ROOF PLUMBING PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
P1.5A	UPPER ROOF PLUMBING PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
P1.5B	UPPER ROOF PLUMBING PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
P2.0	PLUMBING SCHEDULES	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
P3.0 P3.1	PLUMBING DETAILS PLUMBING DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
P3.2	PLUMBING DETAILS	DR DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6 6	For Bid	Building Permit
P4.0	PLUMBING DOMESTIC WATER RISER DIAGRAM	DR	NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit
P4.1	PLUMBING GAS RISER DIAGRAM	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
P4.2	PLUMBING SANITARY RISER DIAGRAM	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
P5.0	LOWER LEVEL PLUMBING ENLARGED PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FP0.0	FIRE PROTECTION SYMBOLS & ABBREVIATIONS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FP1.0A	PARKING LEVEL FIRE PROTECTION PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FP1.0B FP1.1A	PARKING LEVEL FIRE PROTECTION PLAN B FIRST FLOOR FIRE PROTECTION PLAN A	DR DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FP1.1B	FIRST FLOOR FIRE PROTECTION PLAN B	DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6 6	For Bid For Bid	Building Permit
FP1.2A	SECOND FLOOR FIRE PROTECTION PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
FP1.2B	SECOND FLOOR FIRE PROTECTION PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FP1.3A	THIRD FLOOR FIRE PROTECTION PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FP1.3B	THIRD FLOOR FIRE PROTECTION PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FP1.4A	ROOF FIRE PROTECTION PLAN A	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FP1.4B	ROOF FIRE PROTECTION PLAN B	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FP2.0 FP3.0	FIRE PROTECTION SCHEDULES FIRE PROTECTION DETAILS	DR DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FP4.0	FIRE PROTECTION RISER DIAGRAM	DR	NHDKMP Architects NHDKMP Architects	11/19/2009	6	For Bid For Bid	Building Permit Building Permit
F\$1.0	EQUIPMENT PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FS1.1	PLUMBING PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FS1.2	ELECTRICAL PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FS1.3	SPECIAL CONDITIONS PLAN	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
FS1.4	DETAIL SHEET	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
TH1.1	THEATRE LIGHTING - PLANS AND SECTIONS THEATRE LIGHTING - CONTROL RISER DIAGRAM AND	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
TH2.1	SCHEDULES	DR	NHDKMP Architects	11/19/2009	6	For Bid	Duilding Dormit
TH3.1	THEATRE LIGHTING - DETAILS	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit Building Permit
TH4.1	THEATRE RIGGING - PLAN AND SECTION	DR	NHDKMP Architects	11/19/2009	6	For Bid	Building Permit
00200	Information Available to Bidders (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
01001	LEED Consultant (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
01014	Erosion and Sedimentation Control	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
01352 01510	LEED Requirements (Deviation) Temporary Offices (Deviation)	SPEC	NHDKMP Architects	11/19/2009	_ 0	For Bid	Building Permit
01524	Construction Waste Management (Deviation)	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit
02116	UST Removal	SPEC	NHDKMP Architects	11/19/2009	ŏ	For Bid	Building Permit Building Permit
02222	Excavating, Backfilling, and Compacting for Utilities	SPEC	NHDKMP Architects	11/19/2009	ō	For Bid	Building Permit
02300	Earthwork	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
02316	Soil Management and Handling	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
00047	Special, Nonhazardous Special and Hazardous Waste Soil	0050	AMIDICA DA A SE	111101	_	T	
02317	Removal and Disposal Acceptance of Backfill, Top Soil, and CU Structural Soil	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
02318 02464	Caissons	SPEC SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
02513	Portland Cement Concrete Paving	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	0	For Bid For Bid	Building Permit Building Permit
02700	Sewerage and Drainage	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
02707	Water Service	SPEC	NHDKMP Architects	11/19/2009	ő	For Bid	Building Permit
02730	Permeable Interlocking Concrete Pavers (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Playground Surface Systems	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
02810	Irrigation System	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit

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Numbe	A STANDARD CONTRACTOR OF THE PROPERTY OF THE P		Design Company	Date	Mark	Status	Description
02822	Ornamental Fence	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
02834	Decorative Fencing System and Playground Netting	SPEC	NHDKMP Architects			For Bid	Building Permit
02860 02870	Sound Barriers (Deviation)	SPEC	NHDKMP Architects		0	For Bid	Building Permit
02900	Site Furnishings (Deviation Landscaping	SPEC	NHDKMP Architects		0	For Bid	Building Permit
02901	CU Structural Soilfor Landscape	SPEC	NHDKMP Architects NHDKMP Architects		0	For Bid	Building Permit
	Intensive Green Roof Landscaping02960 Green Trellis	0,10	MITERIAN AIGINEGIS	11/19/2009	 	FOLDIU	Building Permit
02930	System	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
03300	Cast-in-place Concrete	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
03331	Cast-in-Place Architectural Concrete (Deviation)	SPEC	NHDKMP Architects		0	For Bid	Building Permit
03410 04200	Plant-Precast Structural Concrete	SPEC	NHDKMP Architects		0	For Bid	Building Permit
04903	Unit Masonry Ornamental Stone Restoration and Cleaning	SPEC	NHDKMP Architects		0	For Bid	Building Permit
05120	Structural Steel	SPEC	NHDKMP Architects NHDKMP Architects		0	For Bid	Building Permit
05311	Steel Roof Deck	SPEC	NHDKMP Architects			For Bid	Building Permit Building Permit
05312	Steel Floor Deck	SPEC	NHDKMP Architects		0	For Bid	Building Permit
05400	Cold-Formed Metal Framing	SPEC	NHDKMP Architects		0	For Bid	Building Permit
05500	Metal Fabrications	SPEC	NHDKMP Architects		0	For Bid	Building Permit
05911	Historic Treatment of Ornamental Metal Fencing	SPEC	NHDKMP Architects	4	0	For Bid	Building Permit
06101 06110	Carpentry Carpentry	SPEC	NHDKMP Architects		0.	For Bid	Building Permit
06400	Gypsum Sheathing Architectural Woodwork	SPEC	NHDKMP Architects		0	For Bid	Building Permit
06401	Modular Casework (LEED)	SPEC	NHDKMP Architects NHDKMP Architects		0	For Bid For Bid	Building Permit
07131	Self-Adhering Sheet Waterproofing (Deviation)	SPEC	NHDKMP Architects			For Bid	Building Permit Building Permit
07141	Cold Fluid-Applied Waterproofing (Deviation)	SPEC	NHDKMP Architects		Ō	For Bid	Building Permit
07190	Water Repellents	SPEC	NHDKMP Architects	11/19/2009	. 0	For Bid	Building Permit
07195	Fluid-Applied Membrane Air Barrier	SPEC	NHDKMP Architects		0	For Bid	Building Permit
07210 07215	Building Insulation Sprayed-On Thermal Insulation	SPEC	NHDKMP Architects		0	For Bid	Building Permit
07415	Composite Metal Panel System	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
7561	Fluid-Applied Protected Membrane Roofing (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit
7562	Vegetated Extensive Roofing (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit Building Permit
7570	Traffic Coatings	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
7620	Flashing and Sheet Metal	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
7700	Roof Accessories	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
7811 7841	Sprayed Fire-Resistive Materials Through-Penetration Firestop Systems	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
7842	Fire-Resistive Joint Systems	SPEC SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit
7843	Perimeter Fire Containment Systems	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit Building Permit
7900	Joint Sealants	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
8110.	Steel Doors and Frames	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
8211	Interior Flush Wood Doors	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
8290	Wood Door Cleaning and Restoration (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
8312 8333	Access Doors and Frames Overhead Colling Service Doors	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
8360	Sectional Overhead Doors	SPEC SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	0	For Bid	Building Permit
8520	Aluminum Windows (New)	SPEC	NHDKMP Architects	11/19/2009	- 0	For Bid For Bid	Building Permit Building Permit
8660	Interior Wire Mesh Window Guards	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
8710	Door Hardware	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
8716	Automatic Door Operators	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
8800	Glazing	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
8840 8910	Plastic Glazing (Deviation) Aluminum Window Walls	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
8913	Glazed Steel Curtain Walls	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
9220	Cement Plaster		NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit
9260	Gypsum Board Systems	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit Building Permit
9270	Drywall Shaft Systems		NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
9300	Tile		NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
9410	Terrazzo	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
9510	Acoustical Ceilings (Deviation)		NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
9545	Luminous Ceilings (Deviation) Wood Gymnasium Floor		NHDKMP Architects	11/19/2009	0_	For Bid	Building Permit
9644 9648	Wood Gymnasium Floor Wood Stage Floor		NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
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				Revision	L.		
09650	Resilient Tile Flooring						Description
09678	Resilient Wall Base	SPEC	NHDKMP Architects NHDKMP Architects		0	For Bid For Bid	Building Permit Building Permit
09681	Carpet Tile	SPEC	NHDKMP Architects		0	For Bid	Building Permit
09841	Acoustical Wall Panels	SPEC	NHDKMP Architects		0	For Bid	Building Permit
09910 09914	LEED Finish Painting Pavement Marking	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
10101	Visual Display Units	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid	Building Permit Building Permit
10155	Toilet Compartments	SPEC	NHDKMP Architects	11/19/2009	Ö	For Bid	Building Permit
10200	Louvers	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
10351 10401	Fiagpoles Parking Signage	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
10425	Metal Letters	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit Building Permit
10431	Exterior Signs	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
10433	Interior Signage	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
10434 10500	Exterior Emergency Signs	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
10522	Metal Lockers (Elementary School)  Fire Extinguisher Cabinets and Accessories	SPEC SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	0	For Bid For Bid	Building Permit Building Permit
10651	Operable Panel Partitions	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
10801	Toilet Accessories	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
11010 11062	Maintenance Equipment Supports (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
11132	Stage Rigging Projection Screens	SPEC SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	0	For Bid For Bid	Building Permit
11150	Parking Access and Revenue Control System (PARCS)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit Building Permit
11161	Recessed Dock Levelers	SPEC	NHDKMP Architects	11/19/2009	Ö	For Bid	Building Permit
11172	Waste Compactors	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
11400 11482	Food Service Equipment Scoreboards (Deviation)	SPEC SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	0	For Bid	Building Permit
11491	Gymnasium Equipment	SPEC	NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit Building Permit
11620	Laboratory Sterilizers (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
12500	Window Treatment Shades	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
12503 12660	Motorized Shades Telescoping Stands	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
12680	Entrance Floor Mats (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit Building Permit
13080	Floating Concrete Floor (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
14210	Electric Traction Elevators (Deviation)	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
14420 15010	Wheel Chair Lifts General Provisions For Mechanical Work	SPEC SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15020	Shop Drawings, Product Data and Samples	SPEC	NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit Building Permit
15050	Basic Mechanical Materials and Methods	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Miscellaneous Equipment and Work	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Motors Hangers and Supports	SPEC SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Vibration Controls For HVAC Piping and Equipment	SPEC	NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit Building Permit
15076	Identification For Plumbing Piping and Equipment	SPEC	NHDKMP Architects	11/19/2009	Ö	For Bid	Building Permit
	Identification For HVAC Piping and Equipment	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Plumbing Insulation HVAC Insulation	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15110	Valves	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit Building Permit
15124	Expansion Fittings and Loops or HVAC Piping	SPEC	NHDKMP Architects	11/19/2009	ő	For Bid	Building Permit
	Meters and Gages For HVAC Piping	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Domestic Water Piping  Domestic Water Piping Specialties	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Sanitary Waste and Vent Piping	SPEC	NHDKMP Architects  NHDKMP Architects	11/19/2009	0	For Bid   For Bid	Building Permit Building Permit
15155	Drainage Piping Specialties	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15160	Storm Drainage Piping	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Hydronic Piping Refrigerant Piping	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Hydronic Pumps	SPEC SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	0	For Bid For Bid	Building Permit
	HVAC Water Treatment	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit Building Permit
15195	Natural-Gas Piping	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Chemical-Waste Piping		NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Fire-Suppression Piping Electric-Drive, Centrifugal Fire Pumps	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
JJ20_	Electric Street Centing Services	SFEU	NHDKMP Architects	11/19/2009	0 [	For Bid	Building Permit

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Number	Title	Doe Ivo	. Design Company.		Mark	Status	Description
15441	Domestic Water Pumps	SPEC	NHDKMP Architects		0	For Bid	Building Permit
15444	Packaged Booster Pumps	SPEC	NHDKMP Architects	+	0	For Bid	Building Permit
15445	Sewage Pumps	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15466	Sump Pumps	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15486	Fuel-Fired Water Heaters	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15513 15520	Condensing Boilers	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15550	Feedwater Equipment Breechings, Chimneys, and Stacks	SPEC SPEC	NHDKMP Architects		0	For Bid	Building Permit
15555	Draft Control Devices	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
1,000	Air-Cooled Rotary Screw Water Chillers 130 Tons and	OF LO	MITDRIVIP ATCHIRECTS	11/19/2009	ļ	For Bid	Building Permit
15626	Greater	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15725	Modular Indoor Air-Handling Units	SPEC	NHDKMP Architects	11/19/2009	Ö	For Bid	Building Permit
15761	Air Coils	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15766	Propeller Unit Heaters	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15769	Radiant Heating Panels	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15815	Metal Ducts	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15820 15837	Duct Accessories Centrifugal Fans	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15840	Air Terminal Units	SPEC SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
15861	Air Filters	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009 11/19/2009	0	For Bid For Bid	Building Permit Building Permit
15965	Variable Frequency Controllers (Drives)	SPEC	NHDKMP Architects	11/19/2009	Ö	For Bid	Building Permit
15990	Testing, Adjusting, and Balancing	SPEC	NHDKMP Architects	11/19/2009	Ö	For Bid	Building Permit
16010	Basic Electrical Requirements	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16050	Basic Electrical Materials and Methods	SPEC	NHDKMP Architects	11/19/2009	. 0	For Bid	Building Permit
16054	Temporary Power and Communication Service	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
40055	Overcurrent Protective Device Coordination and Arc Flash						
16055	Study Crownding and Rending	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16060 16075	Grounding and Bonding Electrical Identification	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16120	Conductors and Cables	SPEC SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16130	Raceways and Boxes	SPEC	NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit Building Permit
16140	Wiring Devices	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16145	Lighting Control Devices	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16190	Hangers and Supports For Electrical Systems	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16264	Static Uninterruptible Power Supply	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16289	Transient Voltage Suppression	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16410 16415	Enclosed Switches and Circuit Breakers	SPEC	NHDKMP Architects	11/19/2009	- 0	For Bid	Building Permit
16420	Transfer Switches Enclosed Controllers	SPEC	NHDKMP Architects	11/19/2009	<u> </u>	For Bid	Building Permit
16441	Switchboards	SPEC SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16442	Panelboards	SPEC	NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit
16443	Motor-Control Centers	SPEC	NHDKMP Architects	11/19/2009	- 6	For Bid	Building Permit Building Permit
16461	Low-Voltage Transformers	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16491	Fuses	SPEC	NHDKMP Architects	11/19/2009	ō	For Bid	Building Permit
16511	Interior Lighting	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Exterior Lighting	SPEC		11/19/2009	_0	For Bid	Building Permit
16555	Stage Lighting	SPEC		11/19/2009	0	For Bid	Building Permit
16571	Central Dimming Controls  Modular Dimming Controls	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16572 16621	Modular Dimming Controls Packaged Natural Gas Generator	SPEC	NHDKMP Architects NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16720	Intrusion Detection System	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
	Fire Alarm System	SPEC	NHDKMP Architects	11/19/2009	0	For Bid For Bid	Building Permit
	Public Address and Music Equipment	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit Building Permit
16730	Clock Systems	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
16740	Telephone Service Entrance	SPEC	NHDKMP Architects	11/19/2009	ō	For Bid	Building Permit
	Assistive Listening Device Systems	SPEC		11/19/2009	0	For Bid	Building Permit
	Emergency Call System	SPEC		11/19/2009	0	For Bid	Building Permit
	Rescue Assistance Systems	SPEC		11/19/2009	0	For Bid	Building Permit
	CCTV System and Components Teeting	SPEC		11/19/2009	0	For Bid	Building Permit
	Testing   Identification for Communications Systems	SPEC		11/19/2009	0	For Bid	Building Permit
	Commissioning of Communications	SPEC		11/19/2009	0	For Bid	Building Permit
	Copper Backbone Cabling	SPEC		11/19/2009	0	For Bid For Bid	Building Permit
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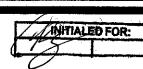
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## TURNER CONSTRUCTION COMPANY

		Part of the			NAME OF STREET		SECTION SECTION
Number	Constitution of the second sec	Doc Type	Design Company	Revisions Date	Märk	Status	Description
17200	Communications General Requirements	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
17216	Cabinets, Racks and Enclosures	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
17232	Optical Fiber Backbone Cabling	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
17250	Communications Horizontal Cabling	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
17333	Data Comm Wireless Access Points	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
17723	School Intercom and Program Equipment	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit
17780	Media Management TV System	SPEC	NHDKMP Architects	11/19/2009	0	For Bid	Building Permit

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OGDEN REPLACEMENT			Data Date - 9.9.09		å Exc)			◆ Certificate of Occupancy	Start of Classes (Fall 2011)	◆ Final Completion																									
	♦ CM Interview	♦ PBC Board Meeting (CM Approval)	<ul> <li>Submitted for October 09 that Mig</li> <li>♦ PBC Oct '09 Board Mta (Approve ER/Caissons)</li> </ul>	♦ Submittal Due for Nov '09 Board Mtg	♦ PBC Nov '09 Board Mtg (Approve Site Utl & Exc)	Caisson & Foundation Permit Issued	◆◆ Bullding Permit Issued									Caisson Permit	Foundation Permit Submittal	Building Permit Submittal			Mobilize	-►- Site Fencing	© Jobsite Trailers	Surewark Carlopy / Jersey Barners	-										
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16JUL09 A	24 JUL 09 A	11AUG09 A	08OCT09 *	23OCT09 *	10NOV09 *				06SEP11 *					13A11G09 A	V 200	21SEP09	21OCT09	20NOV09			16NOV09	17NOV09	20NOV09	ROACNOZ	Carlotte Control	03AUG09 A		070CT09	06JAN10		20NOV09		30NOV09	1755240	
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ECT MIL ESTONES		000025 PBC Board Meeting (CM Approval) 0	PBC Oct '09 Board Mtg (Approve ER/Caissons) 0		PBC Nov '09 Board Mtg (Approve Site Utl & Exc) 0	Caisson & Foundation Permit Issued 0	THE CO. L.	Substantial Completion	11)		CONSTRUCTION	Design Schedule & Milestones		101	The second secon		Ital	Building Permit Submittal	CONSTRUCTION	A PARTICIPATION OF THE PARTICI	010000 Mobilize		040015 Jobsite Trailers 5	N Califory / Jetsey Delitets	+Environmental/Abatement	43		28 	35		183		25	168	



Turner Construction Company Ogden Replacement Elementary School

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+Roofing						
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+interior Entishes						
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+Vertical Transportation		<b>建</b> 罗克克		45.5		
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+General MEP	有有可					
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900000 Owner FFE Installation	25	25 20JUN11	111 25JUL11		Common Symbol PFE Installation	Installation
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Closeout						
				25 PE		
900070 Punchilst Preparation	45 4	45 29APR11	211 01JUL11		Punchilst Preparation	paration
900080 Project Closeout	9 06	90 05JUL1	-11 08NOV11	_		Project Closeout

MINALED FOR:

Turner Construction Company Ogden Replacement Elementary School



Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 <u>Project No. 1632400</u> General Trades, Page 1 December 15, 2009

Bids Due: December 18, 2009 @ 3:00PM CST

## SUBCONTRACTOR BID FORM

#### A. INSTRUCTIONS FOR BID PREPARATION AND BID DOCUMENT CHECKLIST

-5 6

- 1. Two (2) originals of this Subcontractor Bid Form shall be prepared with original signatures and notarizations wherever required submitted in a sealed envelope.
- 2. All bids must be submitted on forms supplied by the Construction Manager and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the Subcontractor Bid Form or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made by the Bidder.
- 3. The Bidder's name, address, telephone and fax number should be clearly written on the Subcontractor Bid Form.
- 4. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from this Subcontractor Bid Form.
- 5. Two (2) originals of the following documents are required to be submitted with the Subcontractor Bid Form. Blank copies of the documents can be found in Exhibit 1 of the Procedures Manual. Please ensure that you have completed and attached the forms listed below and indicate such by placing a "✓" next to each item:

a	✓	Subcontractor Bid Form
b	✓	Schedule 2 – Affidavit of Non-Collusion
c	✓	Schedule B – Joint Venture Affidavit (if applicable)
d	✓	Schedule C – Letter of Intent from MBE/WBE To Perform As Subcontractor, Subconsultant, and/or Material Supplier
e	✓	Schedule D - Affidavit of Prime Subcontractor Regarding MBE/WBE Participation.
f	<b>✓</b>	Schedule E - Request for Waiver from MBE / WBE Participation (if applicable)
g	✓_	Schedule 4 – Affidavit of Uncompleted Work
h	<u>✓</u>	Proof of Ability to Provide Offsite Insurance
i	<b>✓</b>	Completed CCIP Form 1
j	✓	Completed Disclosure Affidavit

6. The apparent low Bidder is required to submit a fully executed Schedule 8 - Disclosure of Retained Parties within five (5) days after bid opening.

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Trades\06100 - REV 4 General Trades Ogden School
Bid 12.15.09.doc

Page 1

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Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 <u>Project No. 1632400</u> General Trades, Page 2 December 15, 2009 BIL04

	• -		B1L04	
SUBMITTED BY	(Company Name) Scale Cons (Hereinafter called "Bidder")	struction Inc.		
	2101 S. Carpenter Street	_(Street Address)		
	Chicago, IL 60068	(City, State and Zip)		
	Vern K. Vojak, Estimator	(Contact)		
·	vkv@scaleconstruction.com	_(Email)		
•	(312) 491-9500	_ (Area Code/Phone #)		
	(312) 491-9555	(Fax Number)		
Trades Requi	r General Trades Work as defined besition: included in Bid MP SUM BID (Excluding W/C & O		3732 hrs	
EIGHT	HUNDRED EIGHT SIX	THOUSAND	HIME HUMDRED	DOCTVE,
TOTAL LUI	MP SUM BID (WRITE OUT)		•	
TOTAL AW	ARD CRITERIA (Line 15 from ne	xt page)	s_852312°	

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Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 Project No. 1632400 General Trades, Page 3 December 15, 2009

AWARD CRITERIA CALCULATION (Description of Award Criteria Calculation can be found in Bid Procedure Manual, Section 6, Exhibit 1)

Procedure	Manual, Section 6, Exhibit 1)	886900
Line 1.	TOTAL LUMP SUM BID (from previous page), in figures	
Line 2.	Percentage of the Journeyworkers hours that the Subcontractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	50
Line 3.	Multiply Line 2 by Line 1 by 0.04	17738
Line 4.	Percentage of total Apprentice hours that the Subcontractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	50
Line 5.	Multiply Line 4 by Line 1 by 0.03	13303
Line 6.	Percentage of the total Laborer hours that the Subcontractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	
Line 7.	Multiply Line 6 by Line 1 by 0.01	
Line 8.	Percentage of total Journeyworker hours that the Subcontractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	10
Line 9.	Multiply Line 8 by Line 1 by 0.04	3547
Line 10.	Percentage of total Apprentice hours that the Subcontractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	0
Line 11.	Multiply Line 10 by Line 1 by 0.03	
Line 12.	Percentage of the total Laborer hours that the Subcontractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	
1 . 10	Multiply Line 12 by Line 1 by 0.01	
Line 13.	Summation of Lines 3, 5, 7, 9, 11, and 13	34588
Line 14.	Subtract Line 14 from Line 1 (= "Total Award Criteria")	852312
PHIC 13.	N 80	

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Ogden Elementary
Replacement School
24 W. Walton Street
Chicago, Illinois 60610
Project No. 1632400
General Trades, Page 4
December 15, 2009

# C. MBE / WBE PARTICIPATION AND CHICAGO / COMMUNITY RESIDENCY EMPLOYMENT

Turner and the PBC are committed to a diversity program for this Project. Bidder commits to achieve maximum MBE/WBE participation in this work in accordance with Schedule 3 of the Project Manual and commits to the following aspirational goals for MBE/WBE participation on this contract. Note: Bidders must also submit a Schedule D - Affidavit of Prime Subcontractor Regarding MBE/WBE Participation with their bid.

	<b>Bidder Commitments</b>	Trade Specific Goals
Minority Business Enterprise:	<u>35</u> %	35% participation
Women Business Enterprise:	%	10% participation

This bid must include Chicago Residency Employment. A minimum of 50% Chicago Residency employment including 7.5% Community Resident Employment is required to be included in this bid. Please review section two in the Turner Procedures Manual for compliance.

## D. SUPPLIERS/SUB-SUBCONTRACTORS:

Please provide a list of potential suppliers and sub-subcontractors.

LA FORCE	6. GRAND STACE
2. PRECISION METALS	7. CHICAGO SPOTLIGHT
<del></del>	8. PAUL REILLY CORP
3. DOOR SYSTEMS	9. LARSON EQUIPMENT
4. BUILDETES CHICACO GOLP	10. CARROLL SEATING
5 MODERNFOLD CHICAGO INC	10.

#### E. UNIT PRICES

The following unit prices are applicable for changes in the Work. The unit prices are for Work complete and in place and include all costs such as materials, labor, equipment, freight, taxes, insurance, fringe benefits, and overhead and profit.

۱.	\$ SEE	ATTACH	にり
2.	\$ 		

## F. EQUIPMENT PRICES

Attach a listing of all equipment expected to be used on the project with a complete hourly cost including operator and all other associated costs.

NIA- NO HEAVY EQUIPMENT

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Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 <u>Project No. 1632400</u> General Trades, Page 5 December 15, 2009

G.	TRADE	LABOR	<b>UNIONS</b>	<b>UTILIZED</b>	IN THIS	<b>WORK</b>
----	-------	-------	---------------	-----------------	---------	-------------

Provide a list of trade	unions that will	be employed	for this Work:
-------------------------	------------------	-------------	----------------

CARPENTERS	4
2. CAULKERS	5
3	6

#### H. LONG LEAD ITEMS

Provide a list of lead/delivery/fabrication times for any materials with a lead time greater than three weeks.

AFTER APPROVED SUBMITTANS

COILING STL DR 4/weeks	6. Scorebuard	6 /weeks
2 FLAGPALE 6/weeks	7. BLEACHERS	8 /weeks
3 OPERABLE PART. 6/weeks	8. WHEELCHAIR LIFT	6 /weeks
4 DOCK LEVELER 4/weeks	9 Was Don	9 /weeks
5. Proj. Scaled 5 /weeks	10. H.M. FRAMES *	6 /weeks
J. 1 22-03.	* (NON-STALL	(anac

## I. BID INFORMATION LETTERS

The following Bid Information Letters were issued for this Work and must be included in the bid:

- Bid Information Letter No. 1 dated 12-11-2009
- Bid Information Letter No. 2 dated 12-14-2009
- Bid Information Letter No. 3 dated 12-15-2009
- Bid Information Letter No. 4 dated 12-15-2009

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Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 <u>Project No. 1632400</u> General Trades, Page 6 December 15, 2009

#### J. INSTRUCTIONS FOR BID EXECUTION

- 1. The Bidder must execute the Bid Form in two (2) original counterparts.
- 2. Bids must be submitted with original signatures in the space provided in Section K.2 "Acceptance of the Bid" section of this Bid Form
- 3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
- 4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission and Construction Manager must be submitted.
- 5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
- 6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).
- 7. All proposals shall be valid for acceptance for a period of one hundred and twenty (120) calendar days.

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Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 <u>Project No. 1632400</u> General Trades, Page 7 December 15, 2009

#### K. BID EXECUTION

#### 1. Subcontractor's Bid

The Subcontractor hereby acknowledges receipt of the Purchase Requisition for Bid Package 06100 and all Bid Information Letters indicated on this Bid Form.

Further, the Subcontractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Subcontract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the General Trades for THE OGDEN REPLACEMENT ELEMENTARY SCHOOL located at the Site designated as required by and in strict accordance with the Contract Documents for the Lump Sum Bid listed in the Purchase Requisition for Bid Package 06100.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Purchase Requisition for Bid Package 06100, all of which shall be binding on the parties hereto.

Time is of the essence of this Subcontract. The Subcontractor agrees that it will commence the performance of the Work on the date set forth in the Subcontract issued by the Construction Manager and that it will complete the Work within the time set forth.

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

Payment for the Work will be made in the manner set forth in the Subcontract Agreement.

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

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

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HITTIPLED FOR:

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Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 Project No. 1632400 General Trades, Page 8 December 15, 2009

	Acceptance of the Bid IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2)						
	original counterparts the day and year first above v PUBLIC BUILDING COMMISSION OF CHIC	vritten.					
	Secretary	Chairman					
	CONTRACTING PARTY (Print or type names u	inderneath all signatures)					
	Scale Construction Inc. Subcontractor Name	2101 S. Carpenter St, Chicago IL 60608 Address					
	If a Corporation;						
	Ву	President Carole Zordani Title of Signatory					
	ATTEST: By	Secretary Gina Raffin					
	CORPORATE SEAL	Title					
_	If a Partnership:						
	Partner	Address					
	Partner	Address					
	Partner	Address					
	If a Sole Proprietorship:						
	Signature						
		State of ILLINOIS December 18th , 20 09					
	Ven K Joj J Notary Public Signature	SEAL) VERN K. VOJAK  NOTARY PUBLIC, STATE OF ILLINOIS					
	Commission Expires: 10/14/2010	MY COMMISSION EXPIRES 10/14/2010					
Ogden	cago\PROJECTS\1632400 - \PURCHASING\Requisitions\06100 General \$\06100 - REV 4 General Trades Ogden School	INITIALED					

Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 <u>Project No. 1632400</u> General Trades, Page 9 December 15, 2009

#### 3. Corporate Resolution (if a Corporation)

I, the undersigned. DO HEREBY	CERTIFY that the following is a complete, true and correct copy of
certain preambles and resolution	
Scale Construction Inc.	
	existing under the laws of the State of Illinois
	the State of Illinois, which resolutions were duly adopted at a duly
	I on December 14th , 20 09 , a quorum being present,
<del>-</del>	f said meeting; that I am the keeper of the corporate seal and of the
	oration; and that the said resolutions have not been rescinded or
modified:	
WHEREAS, this corporation sub	omitted a bid, dated December 18th , 20 00 to the
	Chicago through its Construction Manager, for work under Contract
No. PS1668 of said Commission	
NOW, THEREFORE, BE IT RE	SOLVED: That the president or vice president and the secretary or
assistant secretary of this corpora	ation be, and they are hereby, authorized and directed to execute
contracts for and on behalf of and	d under the name and seal of this corporation; and
BE IT FURTHER RESOLVED:	That the aforesaid officers of this corporation be, and they are
hereby, authorized and directed t	o execute and deliver to the Commission, for and on behalf of this
corporation, such other and all do	ocuments as may be necessary or pertinent to a contract, and to do
and perform any and all other act	s relative thereto.
I FURTHER CERTIFY that the	following-named persons are the officers of this corporation duly
qualified and now acting as such	
•	
President:	Carole Zordani
Vice President:	
Secretary:	Gina Raffin
Treasurer:	
Assistant Secretary:	
IN WITNESS WHEREOF, I hav	e hereunto subscribed my name and affixed the seal of said
	of <u>December</u> , 20 <u>09</u> .
Secretary	<del>_</del>

**END OF BID FORM** 

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INTUACED FOR:

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## PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

SCITE	DULL Z - AIII	davit Of Mon-col	1031011			
STATE	OF ILLINOIS	} }ss				
COUNT	Y OF COOK	}				
(	Carole Zordani, being first duly sworn, deposes and					
says th	at:			·		
(1)	He/She is	President				
(Owner	, Partner, Offic	er, Representative	or Agent) of	Scale (	Construction 1	Inc.
the Bid	der that has su	bmitted the attache	d Bid;			,
(2) and of a		fully informed responded from			and contents	of the attached Bid
(3)	Such Bid is ge	enuine and is not a	collusive or sl	nam bid;		
conspir collusiv submitt directly other B Bidder, secure	ees, or parties ed, or agreed, e or sham bid ed or to refrain or indirectly, s idder, firm, or or to fix any of through any of the Public Bu	s in interest, inclu- directly or indirect d in connection win n from bidding in ought by agreemer person to fix the pi	ding this affi tly, with any th the Contra connection w nt or collusion rice or prices cost element cy, connivance	ant, has other Bid act for with such or comming the at of the bide or unl	in any way of dder, firm, or posterior the attact Contract, or his munication or contracted bid or it price of any lawful agreement.	thed bid has been as in any manner, onference with any in that of any other other Bidder, or to ent any advantage
(5) any col its ager	lusion, conspira	rices quoted in the acy, connivance, or ives, owners, empl	unlawful agr	eement o	on the part of th	I are not tainted by ne Bidder or any of this affiant.
	The Bidder is S 5/33E-3 (Bid 70/0.01 through		ding as a res s 5/33E-4 (B	ult of hav id rotating	ring violated <i>Illir</i> g) or the <i>Preva</i>	nois Criminal Code, niling Wage Act, 30
Signed	)					
Carol	e Zordani, Pı	esident				
(Title) Subscri		to before me this _		y of D	December	20 <u>09</u>
<u>ول _</u>	en K U	op d				
(Title) My Con	nmission expire	es: 10/14/2010	NOTAR'	Y PUBLIC, S	L SEAL" VOJAK STATE OF ILLINOIS XPIRES 10/14/2010	~~~~

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Ogden Replacement Elementary School

#### SCHEDULE 4 - Affidavit Of Uncompleted Work

#### A. Work Under Contract

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Project	Greenhouse	Ace Tech	Oscar Mayer	Elevator Moderization	None	
Contract With	UofC	CPS	CPS	GSA		
Estimated Completion Date	03/15/2010	12/31/09	12/31/09	09/15/10		
Total Contract Price	\$1,246,101.00	\$3,437,521.00	\$496,176.00	\$662,698.00		
Uncompleted Dollar Value if Firm is the GC	\$1,102,359.00	\$1,351,300.00	\$420,785.00	\$662,698.00		\$3,537,142.00
Uncompleted Dollar Value if Firm is a Subcontractor						
			TOTAL	VALUE OF ALL \	NORK	\$3,537,142.00

#### B. Uncompleted Work to be Completed with the Bidder's own Forces

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

joint venture, list only that portu	1	2	3	4	Awards Pending	TOTALS
Earthwork			\$6,900			\$6,900
Demolition						
Sewer and Drain						
Foundation	_					
Painting		\$65,000	\$10,000			\$75,000
Struct. Steel (Bidg Const.)			\$20,000			\$20,000
Ornamental Steel (Bidg Construction)						
Miscellaneous Concrete		\$6,500	\$28,000			\$34,000
Fireproofing			\$5,000			\$5,000
Masonry			\$15,000			\$15,000

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# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

	Greenhouse	Ace Tech	Oscar Mayer	Elevator Moderization		
	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical	The state of the s			4.44		
Electrical						
Plumbing				es ne file accessor		enter production of the contract of
Roofing & Sheet Metal			\$8,000			\$8,000
Flooring & Tile Work	4. b. c.		- Landerson Control			
Drywall & Plaster Work			\$1,435		- Listing same-see	\$1,435
Ceiling Construction	Allebentia					
Hollow Metal & Hardware						
Glazing & Caulking	epinemen par para para para para para para para					
Miscellaneous Arch. Work	\$51,912	\$30,000		\$247,198	and the state of t	\$329,110
Landscaping						
Fencing						
Others (List)	Average	e indivini				
Demo, Mobil, Hoist	\$8,816.00		\$10,000		1	\$18,816
Windows		Parities and the same	\$9,000		M. C.	\$9,000
			Air grant and a state of the st			
						<u> </u>
TOTALS	\$60,728	\$109,500	\$113,335	\$247,198		\$530,761

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Ogden Replacement Elementary School

#### C. Work Subcontracted to Others

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor	Ideal Heating	TVS Mech	Schindler Elev.	Horizon	
Type of Work	HVAC	HVAC	Elevator	Electrical	
Subcontract Price	\$562,504.00	\$1,298,000	46,000	\$155,000	471
Amount Uncompleted	\$562,504.00	\$1,038,000	46,000	\$155,000	
Subcontractor	Johnson Controls	Phillips Elec	Jaymor	Midway Con.	
Type of Work	Controls	Electrical	Electrical	Env.	
Subcontract Price	\$287,300	\$194,400	\$115,000	\$45,000	
Amount Uncompleted	\$287,300	\$194,000	\$115,000	\$45,000	
Subcontractor	Block Electric	Gorafix	Greenbriar Mech	KONE Elev.	
Type of Work	Electrical	Demo	Plumbing	Elevator	
Subcontract Price	\$191,827	\$70,800	\$6,000	355,000	
Amount Uncompleted	\$191,827	\$ -0-	\$6,000	355,000	
Subcontractor		Greenbriar Mech	Dave's Heating		
Type of Work		Plumbing	HVAC		
Subcontract Price		\$9,000	\$5,450		
Amount Uncompleted		\$9,000	\$5,450		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted	\$1,041,629	\$1,241,000	\$172,450	\$555,000	

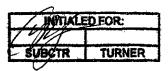
NITIALES FOR:

Ogden Replacement Elementary School

#### Affidavit of Uncompleted Work (continued)

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to

ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates. 12/18/09 Date Signature Carole Zordani President Name (Type or Print) Title Scale Construction Inc. Bidder Name 2101 S. Carpenter St Address Chicago, IL 60608 State Zip City Subscribed and sworn to before me 18th 20 09 day of December (SEAL) Notary Public SEAL "OFFICIAL VERN K. VOJAK Commission expires: 10/14/2010 NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/14/2010



Ogden Replacement Elementary School

## SCHEDULE 8 - Disclosure Of Retained Parties

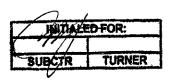
Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent 1st low and the apparent 2nd low Bidder are required to submit a fully executed Disclosure of Retained Parties within five (5) days of their respective receipt of notice that they are the apparent 1st and 2nd low bidders.

## A. Definitions and Disclosure Requirements

- As used herein, "Subcontractor" 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 Subcontractor has retained or expects to retain with respect to the contract or lease. In particular, the Subcontractor 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 Subcontractor is not required to disclose employees who are paid solely through the Subcontractor's regular payroll.
- 3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

## B. Certification

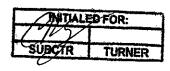
Sul	ocontractor hereby certifie	es as follows:	
1.	This Disclosure relates Ogden Replacemen	to the following transaction t Elementary School	
	Description of goods or	services to be provided under Contra	ct
	General Trades		
2.	Name Scale Constru	of oction Inc.	Subcontractor:
3.	EACH AND EVERY lower with respect to or in additional pages if necessary	bbyist retained or anticipated to be re connection with the contract or lea essary.	etained by the Subcontractor se is listed below. Attach
	Check here if no such	persons have been retained or are	anticipated to be retained:



Ogden Replacement Elementary School

Retained Parties:	NONE		
Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

- The Subcontractor 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 Subcontractor's participation in the contract or other transactions with the Commission.
  - b. If the Subcontractor is uncertain whether a disclosure is required, the Subcontractor must either ask the Commission whether disclosure is required or make the disclosure.
  - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Subcontractor 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.



# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

Parties on behalf of the Subcontractor and that t complete.	he information disc	dosed herein is true and
WILL	01/05/2010	
Signature	Date	
Carole Zordani	President	
Name (Type or Print)	Title	
Subscribed and sworn to before me this day of January	, 2010	(SEAL)
Notary Public	•	"OFFICIAL SEAL" VERN K. VOJAK
Commission expires: 10/14/2010	<b>\$</b>	NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/14/2010

Ogden Replacement Elementary School

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

# TO BE FILLED OUT BY ANY MBE OR WBE PRIME SUBCONTRACTOR, SUB-TIER SUBCONTRACTOR, SUBCONSULTANT, AND/OR MATERIAL SUPPLIER

Name of Project: Ogden Replacement Element	entary School General Trades
Project Number: <u>1623400</u>	
FROM:	•
Scale Construction Inc.	MBEXWBE
(Name of MBE or WBE)	
то:	
Scale Construction Inc.	and Public Building Commission of Chicago
(Name of General Bidder)	
The undersigned intends to perform work in (check one):	connection with the above-referenced project as
a Sole Proprietor	X a Corporation
a Partnership	a Joint Venture
The MBE/WBE status of the undersigned is dated In Joint Venture with a non-MBE/WBE firm, a Sc	confirmed by the attached Letter of Certification addition, in the case where the undersigned is a hedule B, Joint Venture Affidavit, is provided.
The undersigned is prepared to provide the f described goods in connection with the above	ollowing described services or supply the following -named project.
General Trades, Carpentry & Inte	rior Trades.
The state of the s	
The above-described services or goods are o as stipulated in the Contract Documents.	ffered for the following price, with terms of payment
\$797,900.00 Per Owners Progress Paymo	ents

INTRALED FOR:

Ogden Replacement Elementary School

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

For any of the above items that are partial subcontract dollar amount:	pay items, specifically describe the work and
If more space is needed to fully describe the payment schedule, attach additional sheet(s).	MBE/WBE firm's proposed scope of work and/or
contractors.  0 % of the dollar value of the MBE/	BE subcontract will be sublet to non-MBE/WBE  WBE subcontract will be sublet to MBE/WBE  ubcontracting any of the work described in this
Schedule, a zero (0) must be filled in each blant the MBE/WBE subcontractor's scope of work with work to be sublet must be provided.  The undersigned will enter into a formal a Subcontractor or Commission, conditioned up	c above. If more than 10% percent of the value of ill be sublet, a brief explanation and description of greement for the above work with the Prime on its execution of a contract with the Public within five (5) working days of receipt of a notice
By:	/ JAM
Scale Construction Inc Name of MBE/WBE Firm (Print) 01/05/2010	Signature Carole Zordani
Date (312) 491-9500	Name (Print)
Phone	
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	

SUBCER TURNER



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Montel M. Gayles Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(3 2) 744-4900
(3 12) 744-2949 (TTY)

http://www.cityofchicago.org

June 30, 2009

Carole Zordani
Scale Construction, Inc.
2101 South Carpenter
Chicago, Illinois 60608

Annual Certificate Expires: Vendor Number:

August 1, 2010 1027880

Dear Ms. Zordani:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **August 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2010**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Masonry, Carpentry, Concrete Contractor; General Contractor and Construction
Management

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely.

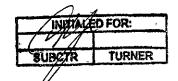
Mark Hands

Managing Deputy Procurement Officer

MH/dm

NIGHBORHOODS

BUILDING CHICAGO TOGETHER





## PUBLIC BUILDING COMMISSION OF CHICAGO

Ogden Replacement Elementary School

SCHEDULE D - Affidavit of Prime Subcontractor Regarding MBE/WBE Participation (1 of 2)

### TO BE FILLED OUT BY PRIME SUBCONTRACTOR

Name of Project	Ogden Replacement Elementary School	General Trades
Name of Project.		
STATE OF ILLINOIS	} }\$\$	
COUNTY OF COOK	}	
In connection with th	ne above-captioned contract, I HEREBY DEC	CLARE AND AFFIRM that I am the
Title and dul	ly authorized representative of	
Scale Construct	tion Inc.	
	eneral Contractor whose address is	
2101 South Car	penter Street	
MBE/WBE participate applicable), and the	nonally reviewed the material and facts submittion in the above-referenced Contract includes following is a statement of the extension where the statement of the extension the Figure 1 or the Figure 2 or th	ding Schedule C and Schedule B (it hich MBE/WBE firms will participate

Name of MBE/WBE Contractor	Type of Work to be Done in	Dollar Credit Toward MBE/WBE Goals		
Name of MBEWARE contractor	Accordance with Schedule C	Goals  MBE W  \$ 797,900.00 \$  \$ \$ 89,00  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$  \$ \$ \$  \$ \$ \$  \$ \$ \$  \$ \$  \$ \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$ \$  \$	WBE	
Scale Construction Inc	General Construction & Carpentry	\$ 797,900.00	\$	
Jade Carpentry	Install Doors	\$	\$89,000.00	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
	Total Net MBE/WBE Credit	\$ 797,900.00	\$ 89,000.00	
	Percent of Total Base Bid	90 9	6 10 9	

The Prime Sub-Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

NITIALED FOR:
SUBCIR TURNER

# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

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

SUB-SUBCONTRACTING LEVELS	
% of the dollar value of the MBE/WBE scontractors.	subcontract will be sublet to non-MBE/WBE
% of the dollar value of the MBE/WBE subcol	ntract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subco Schedule, a zero (0) must be filled in each blank above	ntracting any of the work described in this ve.
If more than 10% of the value of the MBE/WBE subcexplanation and description of the work to be sublet n	ontractor's scope of work will be sublet, a brief nust be provided.
The undersigned will enter into a formal agreement MBE/WBE firms, conditioned upon performance as Commission, and will do so within five (5) business from the Commission.	Prime Sub-Contractor of a Contract with the
By:	
Scale Construction Inc.	("
Name of Prime Sub-Contractor (Print)	Signature
01/05/2010	Carole Zordani, President
Date (312) 491-9500	Name (Print)
Phone	
IF APPLICABLE:	
Ву:	
Little Dates (Driet)	Signature

Date

Phone/FAX

Name (Print)

MBE ____ WBE ___ Non-MBE/WBE ___

# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

### SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date:
Erin Lavin Cabonargi, Executive Director Public Building Commission of Chicago Richard J. Daley Center 50 W. Washington Street, Room 200 Chicago, IL 60602
Dear Mrs. Cabonargi:
RE: Contract No. 1632400
Project Title: Ogden Replacement Elementary School General Trades
In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in or attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project that such efforts have not been successful, and that it/we cannot meet the Minority/Wome Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 a follows:  Solicitations were made via Bid Fax and Notification to Trade publications.
If we are low bidder we will attempt an increase in participation before Award.
Documentation attached: yes no_X_
Based on the information provided above, we request consideration of this waiver request.
Sincerely, /
(Ill)
Signature
Carole Zordani
Print Name
President
Title
Scale Construction Inc. Name of Firm

INTIALED FOR:
SUBCIR TURNER

Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 06100 – General Trades Scale Construction Inc.

✓ Contractor Controlled Insurance Program (CCIP) Insurance Manual Final Version dated 10/13/09

NOTE: Initialing below you are confirming that the above referenced document has been received.

SUBCTR TURNER

Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 06100 – General Trades Scale Construction Inc.

✓ Ogden Replacement Elementary School's Procedures Manual dated November 24, 2009

NOTE: Initialing below you are confirming that the above referenced document has been received under separate cover.

SUBOTR TURNER

Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 06100 – General Trades Scale Construction Inc.

✓ Ogden Replacement Elementary School's Project Site Specific Safety Plan

NOTE: Initialing below you are confirming that the above referenced document has been received under separate cover.

SUBCIR TURNER

#### **FORMULA FOR CHANGES**

Percentage Markup and Procedures Applicable to Work
Added to or Omitted From the Original Subcontract Agreement

# OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS

Rev. 9/14/08

**LUMP SUM:** 

Predetermined Lump Sum additions and/or deletions to the Agreement are to be based upon the estimated "Net Actual Cost", plus the following maximum %'s for Overhead and Profit. The percentages for Overhead and Profit will be negotiated and may vary according to the nature, extent and complexity of the work involved. Not more than three percentages each not to exceed the maximum percentages shown below, will be allowed regardless of the number of tiers of subcontractors. That is, the markup on work subcontracted by a subcontractor will be limited to one overhead and profit percentage in addition to the prime contractor's overhead and profit percentage. On proposals for decreases in the amount of the contract, the overhead and profit will be added to the "Net Actual Cost", thereby increasing the credit that would be deducted from the price of this agreement:

Maximum % for Overhead & Profit

LaborMaterialSublet WorkAdditions:10%10%05%Ommissions:10%10%05%

TIME & MATERIAL:

Additional Work to the Contract, authorized by Turner in advance to be performed on a Time & Material Basis, is to be based upon the "Net Actual Cost", plus the following %'s for Overhead & Profit:

### Maximum % for Overhead & Profit

	Labor	Material	Sublet Work
Additions:	10%	10%	05%

General

- 1. Submission of estimates and costs shall be itemized in a form satisfactory to Turner to permit ready analysis and evaluation. On Time & Material Work, daily reports in duplicate showing all field and shop labor expended and/or material delivered, shall be submitted to Turner's job staff. Invoices shall be submitted monthly.
- 2. No overhead and profit will be permitted on the premium time portion of overtime work.
- 3. %'s shall apply to net differences in quantities for adds and deducts in any one change.
- %'s applied by sub-subcontractors for Labor & Material shall not exceed those of subcontractors.
- 5. "Net Actual Cost" defined:

#### A. LABOR

- I. Wages of labor, including foreman and general foreman, engaged in this work and directly on Subcontractor's payroll. Non-working foreman's costs shall be recovered in overhead %'s listed below
- II. Engineering and drafting performed with Turner's prior approval.
- III. Fringe Benefits established by governing trade organizations.
- IV. Federal Old Age Benefits, Federal and State Unemployment Taxes.
- V. Net actual premium paid for Public Liability, Workmen's Compensation, Property Damage, and any other forms of insurance required by Turner.

#### B. MATERIAL

- Net cost of construction materials and supplies delivered to site, including applicable Sales and/or Use Taxes, transportation costs, trade and cash discounts. (Note: Sales Tax is not applicable to transportation costs).
- II. Costs of a special nature, approved in advance by Turner, such as for riggers, labor transportation, equipment rentals, royalties, permits, and other expenses of this nature.
- %'s shall include the following overhead costs:
  - A. Supervision and Executive Expenses (both field and office supervision).
  - B. Small tools; incidental scaffolding, blocking, shores; appliances; subcontractor's trucks & drivers; etc.; and the expense of maintaining same.
  - C. Administrative expenses clerical, accounting, etc., both at the Project and in the Subcontractor's office.
  - D. Project Managers, Engineering Costs, Shop Drawings, Proposal Preparation Review, Expediting Costs, etc.
  - E. Taxes required to be paid by the Subcontractor, but not included under the aforementioned "Net Actual Cost"
  - F. Foreman not directly performing physical performance of the work (non-working foreman).
- 7. %'s shall include all profit.

INVITATED FOR:
SUBCIR TURNER

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#### EXHIBIT 1 - SAMPLE ENROLLED Subcontractor Certificate of Insurance

ACORDO CERTIFICATE OF IN	ISURANCE ISSUE DATE: CURRENT DATE	
PRODUCER Insurance Agent's Name And Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
TELEPHONE #	COMPANIES AFFORDING COVERAGE	
INSURED	COMPANY A INSURANCE CARRIER LETTER	
Subcontractor's Name and Address	COMPANY B LETTER	
Sample Certificate for Enrolled Parties	COMPANY c LETTER	
Required Insurance	COMPANY D LETTER	

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.

CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE MW/DD/YY	POLICY EXP. DATE MM/DD/YY	ALL LIMITS	•
A	GENERAL LIABILITY  © COMMERCIAL GEN. LIABILITY  □ CLAIMS MADE © OCCUR.  □ OWNER'S & CONTRACTOR'S PROT.  © PER PROJECT AGGREGATE ENDORSEMENT	Policy Number			GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MEDICAL EXPENSE (Any one person)	Limits as Stipulated in Turners contract with the Prime Subcontractor, or as otherwise instructed by Turner. If no indication is given, then the minimum required limits are \$5,000,000
Α	AUTOMOBILE LIABILITY  ME ANY AUTO  IT ALL OWNED AUTOS  IT SCHEDULED AUTOS  ME HIRED AUTOS  NON-OWNED AUTOS	Policy Number			COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$1,000,000 (Except in the State of New York - \$2,000,000)
A	EXCESS LIABILITY 题 UMBRELLA IJ OTHER THAN UMBRELLA FORM	Policy Number			EACH OCCURRENCE AGGREGATE	Limits as Stipulated in Turners contract with the Prime Subcontractor, or as otherwise instructed by Turner. If no indication is glyen, then the minimum required firnits are \$5,000,000 (\$10,000,000 in New York State)
Α	WORKERS' COMPENSATION  AND  EMPLOYER'S LIABILITY	Policy Number			STATUTORY LIMITS III (Project State) (Each accident) (Disease-policy limit) (Disease-each employee)	\$1,000,000 \$1,000,000 \$1,000,000
A	OTHER: EQUIPMENT FLOATER	Pelicy Number			Limit equal to Full Coverage of Subcontra machinery, equipment, tools, & temporary become a permanent part of the Work	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: RE: Work performed at the Tumer Construction Ogden Replacement Elementary School Certificate Holders are Additional insureds on a Primary and Non-contributing basis on the General Liability (ISO endorsement CG 20 10 11 85 or its equivalent), Automobile and Excess/Umbrelia Liability Policies. Waiver of Subrogation in favor of Certificate Holders applies to all policies. GL and WC coverage apply off-site.

#### CERTIFICATE HOLDER

Public Building Commission of Chicago, Board of Education of the City of Chicago, City of Chicago, The Tumer Corporation, Turner Construction Company, its officials, employees and agents and any wholly owned Subsidiaries or parent organizations, And all enrolled parties.

c/o Aon Risk Services, Inc. 1000 Milwaukee Ave. Glenview, IL 60025 Attention: Mary Doyle

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL **ENDEAVOR TO** MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, **SUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.** 

**AUTHORIZED REPRESENTATIVE** 

(original signature)

© ACORD CORPORATION 1993

ACORD 25-S (3/93)

INITIALED FOR: TURNER

RE:	OGDEN REPLACEMENT ELEMENTARY SCHOOL
	CHICAGO, ILLINOIS

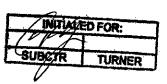
CONTRACT NO. 16324

### RATE SHEET

SCALE CONSTRUCTION INC.	LABOR CLASSIFICATION: CARPENTERS
SUBCONTRACTOR:	FOREMAN
30DCONTIONOTON.	CARPENTER DISTRICT COUNCIL
ADDRESS:	LOCAL PHONE NO: (312) 787-3076
ADDRESS.	EFFECTIVE DATE: FROM 6/1/09
CITY, STATE:	TO: 5/31/10
TELEPHONE:	
IELEPHONE.	

	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)
BASIC RATE: (e)	\$42.77	\$42.77	\$21.39	\$42.77
UNION FRINGE BENEFITS:	\$20.32	\$20.32	N/A	N/A
FICA (FOAB) (1996)* %	7.65%	\$3.27	\$1.64	\$3.27
F.U.I. (1996)* %	0.80%	\$0.34	\$0.17	\$0.34
S.U.I. (2008)* %	8.90%	\$3.81	\$1.90	\$3.81
WORKMEN'S COMP.* [a] %	0.00%	\$0.00	\$0.00	\$0.00
GENERAL LIABILITY INSURANCE:* [b] %	0.00%	\$0.00	\$0.00	\$0.00
OFFSITE LIABILITY / AUTO INSURANCE	0.00%	\$0.00	\$0.00	\$0.00
SUBTOTAL		\$70.51	\$25.10	\$50.19
OVERHEAD & PROFIT	10.00%	\$7.05	N/A	N/A
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
TOTAL LABOR RATE PER HO	UR:	\$77.56	\$25.10	\$50.19

## ABOVE TOTAL LABOR RATE SHALL BE USED TO COMPUTE LABOR COST ON EXTRA WORK.



^{*}Percentages on basic rate (e) only

^{**}These costs are those that are in addition to the straight time costs for premium work. The items that are indicated as N/A are the costs that are not applicable to premium time work (i.e., Union Fringes, Workmen's Compensation, Liability and Auto Insurance and Overhead and Profit).

²⁻ The above Total Labor Rate Per Hour will be updated anually to adjusted for changes in the Basic Rate, Union Fringe Benefits, F.I.C.A., F.U.I., and S.U.I.

RE:	OGDEN REPLACEMENT ELEMENTARY SCHOOL
	CHICAGO, ILLINOIS

CONTRACT NO. 16324

### RATE SHEET

SCALE CONSTRUCTION INC.	LABOR CLASSIFICATION: CARPENTERS	
SUBCONTRACTOR:	JOURNEYMAN CARPENTER DISTRICT COUNCIL	
ADDRESS:	LOCAL PHONE NO: (312) 787-3076  EFFECTIVE DATE: FROM 6/1/09	_
CITY, STATE:	TO: 5/31/10	

CITY, STATE:
TELEPHONE:

	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)
BASIC RATE: (e)	\$40.77	\$40.77	\$20.39	\$40.77
UNION FRINGE BENEFITS:	\$20.32	\$20.32	N/A	N/A
FICA (FOAB) (1996)* %	7.65%	\$3.12	\$1.56	\$3.12
F.U.I. (1996)* %	0.80%	\$0.33	\$0.16	\$0.33
S.U.I. (2008)* %	8.90%	\$3.63	\$1.81	\$3.63
WORKMEN'S COMP.* [a] %	0.00%	\$0.00	\$0.00	\$0.00
GENERAL LIABILITY INSURANCE:* [b] %	0.00%	\$0.00	\$0.00	\$0.00
OFFSITE LIABILITY / AUTO INSURANCE	0.00%	\$0.00	\$0.00	\$0.00
SUBTOTAL		\$68.16	\$23.92	\$47.84
OVERHEAD & PROFIT	10.00%	\$6.82	N/A	N/A
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
TOTAL LABOR RATE PER HO	UR:	\$74.98	\$23.92	\$47.84

## ABOVE TOTAL LABOR RATE SHALL BE USED TO COMPUTE LABOR COST ON EXTRA WORK.

INTIAL	OFOR:
111	
SUECTR	TURNER

^{*}Percentages on basic rate (e) only

^{**}These costs are those that are in addition to the straight time costs for premium work. The items that are indicated as N/A are the costs that are not applicable to premium time work (i.e., Union Fringes, Workmen's Compensation, Liability and Auto Insurance and Overhead and Profit).

²⁻ The above Total Labor Rate Per Hour will be updated anually to adjusted for changes in the Basic Rate, Union Fringe Benefits, F.I.C.A., F.U.I., and S.U.I.

RE:	OGDEN REPLACEMENT ELE	MENTARY SCHOOL
	CHICAGO, ILLINOIS	
CON	TRACT NO. 16324	DATE QU

RAT	E S	HE	ET

SCALE CONSTRUCTION INC.	LABOR CLASSIFICATION: ROOFERS/CAULKERS
SUBCONTRACTOR:	FOREMAN
SUBCONTRACTOR.	LOCAL: #11
ADDRESS:	LOCAL PHONE NO: (708) 345-0970
ADDRESS.	EFFECTIVE DATE: FROM 6/1/09
CITY, STATE:	TO: 11/30/09

TELEPHONE:

	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)
BASIC RATE: (e)	\$40.00	\$40.00	\$20.00	\$40.00
UNION FRINGE BENEFITS:	\$13.12	\$13.12	N/A	N/A
FICA (FOAB) (1995)* %	7.65%	\$3.06	\$1.53	\$3.06
F.U.I. (1995)* %	0.80%	\$0.32	\$0.16	\$0.32
S.U.I. (2008)* %	8.90%	\$3.56	\$1.78	\$3.56
WORKMEN'S COMP.* [a] %	0.00%	\$0.00	\$0.00	\$0.00
GENERAL LIABILITY INSURANCE:* [b] %	0.00%	\$0.00	\$0.00	\$0.00
OFFISTE LIABILITY AUTO INSURANCE SUB TOTAL:	0.00%	\$0.00 \$60.06	\$23.47	\$46.94
OVERHEAD & PROFIT	10.00%	\$6.01	N/A	N/A
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
TOTAL LABOR RATE PER HO	UR:	\$66.07	\$23.47	\$46.94

# ABOVE TOTAL LABOR RATE SHALL BE USED TO COMPUTE LABOR COST ON EXTRA WORK.

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^{*}Percentages on basic rate (e) only

^{**}These costs are those that are in addition to the straight time costs for premium work. The items that indicated as N/A are the costs that are not applicable to premium time work (i.e., Union Fringes, Wor Compensation, Liability and Auto Insurance and Overhead and Profit).

²⁻ The above Total Labor Rate Per Hour will be updated anually to adjusted for changes in the Basic Union Fringe Benefits, F.I.C.A., F.U.I., and S.U.I.

RE:	OGDEN REPLACEMENT ELEMENTARY SCHOOL
	CHICAGO, ILLINOIS
CONT	RACT NO. 16324

**RATE SHEET** 

COAL E CONSTRUCTION INC	LABOR CLASSIFICATION: ROOFERS/CAULKERS
SCALE CONSTRUCTION INC.	
SUBCONTRACTOR:	JOURNEYMAN
	LOCAL: #11
	LOCAL PHONE NO: (708) 345-0970
ADDRESS:	EOOAL HORL ROS CIGIO
•	EFFECTIVE DATE: FROM 6/1/09
	TO: 11/30/09
CITY, STATE:	10, 11100/0

TELEPHONE:

	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)
BASIC RATE: (e)	\$37.00	\$37.00	\$18.50	\$37.00
UNION FRINGE BENEFITS:	\$13.12	\$13.12	N/A	N/A
FICA (FOAB) (1995)* %	7.65%	\$2.83	\$1.42	\$2.83
F.U.I. (1995)* %	0.80%	\$0.30	\$0.15	\$0.30
S.U.I. (2009)* %	8.90%	\$3.29	\$1.65	\$3.29
WORKMEN'S COMP.* [a] %	0.00%	\$0.00	\$0.00	\$0.00
GENERAL LIABILITY INSURANCE:* [b] %	0.00%	\$0.00	\$0.00	\$0.00
OFFSITE LIABILITY AUTO INSURANCE	0.00%	\$0.00	\$0.00	\$0.00
SUB TOTAL:		\$56.54	\$21.71	\$43.42
OVERHEAD & PROFIT	10.00%	\$5.65	N/A	N/A
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
TOTAL LABOR RATE PER HO	UR:	\$62.19	\$21.71	\$43.42

# ABOVE TOTAL LABOR RATE SHALL BE USED TO COMPUTE LABOR COST ON EXTRA WORK.

^{*}Percentages on basic rate (e) only

^{**}These costs are those that are in addition to the straight time costs for premium work. The items that are indicated as N/A are the costs that are not applicable to premium time work (i.e., Union Fringes, Workmen's Compensation, Liability and Auto Insurance and Overhead and Profit).

²⁻ The above Total Labor Rate Per Hour will be updated anually to adjusted for changes in the Basic Rate, Union Fringe Benefits, F.I.C.A., F.U.I., and S.U.I.