

COLLEGE OF DUPAGE CLEVE CARNEY GALLERY EXPANSION

425 Fawell Blvd
Glen Ellyn, IL 60137

CONTRACT MANUAL

DOCUMENT DATE: **June 20, 2019**



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LEGAL NOTICE

BID NOTICE

No. B2020-B0001

The College of DuPage is accepting sealed bids for **the Cleve Carney Gallery Expansion**. Bid documents may be downloaded from the Purchasing Website at www.cod.edu/about/purchasing/requests by clicking on the link for this bid and following the instructions.

Bids are due to the College of DuPage Purchasing Department in the Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137 up to and no later than **2:00 p.m. Central Time, Thursday, July 18, 2019**, at which time they will publicly opened.

A Bid Security in the form of a bid bond, cashier's check or certified check in the amount of 10% of the total base bid is required for this solicitation.

A pre-bid conference and site visit is scheduled for **Tuesday, July 9, 2019 at 9:00 a.m.** in the McAninch Performing Arts Center. Room MAC 105 at 425 Fawell Blvd, Glen Ellyn IL 60137. A site visit will immediately follow. The pre-bid conference is not mandatory, but highly recommended.

The College of DuPage is committed to the economic development of disadvantaged business enterprises; qualified Minority, Women, and Persons with Disabilities Owned Businesses are highly encouraged to participate

College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.

Part 1
General Information

BIDDER: _____



COLLEGE OF DUPAGE

COMMUNITY COLLEGE DISTRICT NO. 502

BID NUMBER: 2020-B0001

CLEVE CARNEY GALLERY EXPANSION

BIDS DUE: THURSDAY, JULY 18, 2019 AT 2:00 P.M. CENTRAL TIME

In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

RETURN BIDS TO:

**ATTN: Bid No. 2020-B0001
 BID Category***: _____
 COLLEGE OF DUPAGE
 PURCHASING DEPARTMENT
 BIC BUILDING, ROOM 1B03
 425 FAWELL BLVD.
 GLEN ELLYN, ILLINOIS 60137**

Issue Date:	JUNE 25, 2019
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ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT

Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
<http://www.cod.edu>

PHONE (630) 942-2217

June 25, 2019

INVITATION FOR BID

Sealed bids for the **Cleve Carney Gallery Expansion** will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137, until **2:00 p.m. Central Time, Thursday, July 18, 2019**, at which time they will be publicly opened. In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

A pre-bid meeting has been scheduled for **Tuesday, July 9, 2019 at 9:00 a.m.** in the McAninch Performing Arts Center, Room Mac 105 at 425 Fawell Blvd., Glen Ellyn, IL. 60137. A site visit will immediately follow. The pre-bid conference is not mandatory, but highly recommended.

Any bid received after the date and time stated above will be returned unopened. College of DuPage shall not be responsible for bids that are not received at the specific office location indicated above by the stated deadline. Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from the deadline requirement. It is solely, the bidder's responsibility, to ensure that adequate time is allowed for timely and accurate delivery.

Prices offered shall be F.O.B. Destination, College of DuPage, 425 Fawell Blvd., Glen Ellyn, IL 60137. Prices must be firm. No bids will be accepted on the basis of a price prevailing at the time of shipment.

The award(s) of the contract will be made to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Brand or trade names in bid specifications are used for identification purpose only.

Respondents may download the Bid in addition to any future addenda from the College's Purchasing website at the following URL address: <http://cod.edu/about/purchasing/requests/index.aspx>.

No bid shall be withdrawn for a period of ninety (90) days after the bid opening date without the consent of the College.

Preconstruction and Construction Management will be provided by M. A. Mortenson Company, 300 Park Blvd, Suite 100, Itasca, IL.

BID SUBMISSION CHECKLIST

Things to Remember When Submitting a Response to an Invitation to Bid for the College of DuPage

1. **Read the *entire* document.** In your review, note critical items such as: blackout period, required goods and services, submittal dates, submission requirements, etc.
2. **Note the contact information provided.** The Purchasing Office Buyer at purchasing@cod.edu is the single point of contact for this Invitation to Bid and is the only person with whom you are allowed to communicate regarding this bid. This person is an excellent source of information for any questions you may have.
3. **Take advantage of the “question and answer” period.** Submit your questions to the Purchasing Department by the date in the Invitation to Bid and view the answers given in the formal addenda issued for the Invitation to Bid. All addenda issued for an Invitation to Bid will be emailed to each company that downloaded the bid documents and will include all questions asked and answered concerning the Invitation to Bid. Please ensure when downloading the bid documents, you use a valid email address.
4. **Do not alter, add to, or delete and part of the Bid documents without prior approval.** Please refer to the section titled *Exceptions* for instruction on how to request a deviation to the original Invitation to Bid.
5. **Ensure all Addenda are signed.** Before submitting your response, check the College Purchasing website at <http://www.cod.edu/about/purchasing/requests/index.aspx> to see whether any addenda were issued for this Bid request. If so, you must submit a signed copy of the addenda along with your bid response.
6. **Review and read the bid document again to make sure you have addressed all requirements.**
*Your original response and the requested electronic copy (flash drive) must be identical and be complete.
*Bids will not be accepted if the items in Section 2 are not completed.
*If your company is a Certified Women-Owned, Minority-owned, or Persons with Disability-owned business, please include a copy of any and all certifications.
7. **Submit your response on time.** Note the date and time listed on the front page of the Invitation to Bid and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the box (s) containing your proposal is appropriately labeled. Please allow adequate time for delivery to the Purchasing Department.
8. **Important dates to know:**
 - Bid Publication Date – 6/25/19
 - Pre-Bid Meeting – 7/9/19 at 9:00 a.m. Central Time
 - Questions Due – 7/10/19 by 12:00 p.m. Central Time
 - Bids Due – 7/18/19 at 2:00 p.m. Central Time
 - Target Board Approval Date – 8/15/19

1.0 GENERAL INFORMATION

1.1 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid to supply any or all of the services or goods required by the Bid Documents.
- B. **BID** shall mean the Bid Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between M. A. Mortenson Company and Contractor as set forth in the Bid Documents and as awarded by the College of DuPage Board of Trustees and assigned to M. A. Mortenson Company.
- D. **BID DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, and Addenda, if any, Bid, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid and to whom the College of DuPage Board of Trustees awards the Contract and assigns to M. A. Mortenson Company.
- F. **COLLEGE** shall mean the College of DuPage, Community College District No. 502, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the College to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the College to pay additional sums beyond the amount of the Contract awarded by the College of DuPage Board of Trustees.
- H. **PURCHASING MANAGER** shall mean the Purchasing Manager of the College of DuPage.
- I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Bid Documents.

1.2 BIDS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING

The College will not entertain or consider any Bid responses: (i) received after the exact time specified in the legal advertisements; (ii) not accompanied by the required bid deposit/bond, if required; or (iii) in any other way failing to comply fully with the conditions stated in the legal advertisement.

1.3 COMPLIANCE

Submissions under this Invitation to Bid shall be for items at least equal to or better than the quality and performance characteristics stated herein. The burden of proof that product and services meet specifications shall be documented by the bidder and be provided as part of the submitted bid. Failure to provide complete documentation of the product compliance with specifications required may result in bid rejection.

1.4 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public contract of the College of DuPage subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State and other local government agencies which may in any manner affect the preparation of the Bid or the performance of the Contract. If the Bidder observes that any of the Bid Documents are at variance therewith, it shall promptly notify the Purchasing Manager in writing and necessary changes shall be effected by appropriate modification.

1.5 REGULATIONS

The Contractor or Subcontractor, warrants that they are familiar with and they shall comply with all Federal, State, and Local Laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and regulations with respect to use of explosives. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Contractor, or Subcontractor, shall furnish the college with satisfactory proof of compliance with said Federal, State and Local Laws, statutes, ordinances, rules, regulations, orders, and decrees.

1.6 BID MODIFICATIONS

Unless indicated, it is understood that bids are in strict accordance with specification requirements. Bids shall be deemed final, conclusive, and irrevocable. No bid shall be subject to correction or amendment for any error or miscalculation. Bid prices shall include cost of materials as specified, any applicable discounts and shipping. Installation costs shall be included only when indicated on page one. Installation shall include, but is not limited to, all assembly required, setting in place, and mounting all materials at various campus locations.

1.7 PRICES FIRM

All prices quoted in the Bid shall be firm and will not be subject to increase during the term of the Contract awarded to the Contractor, except as otherwise provided in the Bid Documents.

1.8 AWARD OF CONTRACT

The award of the contract will be made within ninety (90) calendar days after the opening of bids to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. The successful bidder will be notified by electronic mail that their bid has been accepted and that they have been awarded the contract. Notification will also be posted on the College's Purchasing website at <http://www.cod.edu/about/purchasing/>. Failure to execute performance as per accepted bid may result in legal action by the College of DuPage to recover damages.

If a contract is not awarded within ninety (90) days after the opening of bids, a bidder may file a written request with the Purchasing Manager for the withdrawal of their bid and the Purchasing Manager will permit such withdrawal.

M. A. Mortenson Company will hold the Subcontract Agreement with the successful bidder. The form of the Subcontract Agreement is included in the bidding documents.

The bid security (if required) of all except the three (3) low bidders will be returned promptly after the bids have been checked, tabulated, and the relation of the bids established. Bid security of the three (3) lowest bidders, if required in legal notice, will be returned as soon as the contract and the bond of the successful bidder have been promptly executed and approved. If contracts cannot be awarded promptly, the College may permit the three (3) lowest bidders to substitute bid bonds for bank cashier's checks, bank drafts or certified checks submitted with their bids. Bid bonds executed by corporate surety companies shall be satisfactory to the Owner, but such substitution shall not be made until a period of fifteen (15) days has elapsed after the date of opening of bids and bond forms furnished by the College shall be used.

1.9 CONSIDERATION OF BIDS

The College reserves the right to reject or accept any or all Bid responses, to extend the bidding period, to waive technicalities in the documents and/or to direct that the solicitation be abandoned or rebid prior to award of the Contract.

1.10 COMPETENCY OF BIDDER

No Bid will be accepted from or Contract awarded to a Bidder that is in arrears or is in default to the College upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said College, or has failed to perform faithfully any previous contract with the College.

1.11 BIDDER WARRANTIES

The submission of a Bid shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Bid Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workers and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Bid Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the College, or any of the College's employees, agents, or consultants, in preparing the Bid.

1.12 PAYMENT TERMS

All invoices must be provided to M. A. Mortenson Company for services rendered to the College. Undisputed invoices will be paid to the contractor within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act.

1.13 Not Used

1.14 CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Bids.

1.15 LOCAL BUSINESS PREFERENCE

When two (2) or more responsible bidders submit the same low bid, the contract award will be determined by drawing lots in a public meeting unless one bidder is a local bidder within the District boundaries and one is a non-local bidder, in which event the local bidder will be awarded the contract.

1.16 EQUAL EMPLOYMENT OPPORTUNITY

In the hiring of employees for the performance of work under the Contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.

1.17 TAX EXEMPTION

College of DuPage District #502 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.

1.18 HOLD HARMLESS CLAUSE

Contractor shall indemnify, hold harmless and defend the College of DuPage, its officers, trustees, agents, servants, and employees, from and against any and all claims, lawsuits, demands, liabilities, and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor's performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the College of DuPage.

“Contractors performance” includes Contractor’s action or inaction and the action or inaction of Contractor’s officers, employees, agents and Subcontractors.

1.19 CONTRACTORS LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by M. A. Mortenson Company as defined in Part 7, Contract Manual. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

1.20 PREVAILING WAGE ACT

When applicable, and as a condition of receiving payment, Contractor must pay its employees prevailing wages in the locality in which the work is to be performed as establish for Public Works (construction and maintenance of a public work) prevailing wage and other requirements under Contract for Public Workers 820 ILCS 130/4. When required by the College Contractor shall provide a copy of the certified payroll on request. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements.

The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department’s official website: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx> or <http://www.illinois.gov/idol/Laws- Rules/CONMED/Pages/prevailing-wage-rates.aspx>. The College of DuPage has adopted the resolution regarding the prevailing wage rates for DuPage County in accordance with Illinois Prevailing Wage Act and are available the College’s website: http://www.cod.edu/about/purchasing/illinois_prevailing_wage_act.aspx .

1.21 BUSINESS ENTERPRISE PROGRAM

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises The College is committed to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act (“Act”), 30 ILCS 575.

END OF SECTION

Part 2
Instruction To Bidders

2.0 INSTRUCTIONS TO BIDDERS

2.1 OUTSIDE DOCUMENT DISCLAIMER

The College of DuPage cannot warrant, represent, or guarantee the accuracy or completeness of documents which have not been obtained directly from the College. If you have obtained these documents from a third party source, the College is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any third party bid documents.

To obtain official documents, please visit: <https://www.cod.edu/about/purchasing/requests/index.aspx> . Click on the link for this solicitation and follow the prompts to enter your information onto our vendor list and download the original documents. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective bidders to obtain digital copies of bid documents. It is the responsibility of each prospective bidder to verify the completeness of their printed bid documents before submitting a bid and accompanying executed addenda acknowledgement, and other required forms.

2.2 BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Invitation to Bid, or any of the information contained herein or about this solicitation in general, with any College of DuPage trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this bid. Respondents are strictly forbidden from visiting the College's locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this Invitation to Bid or this solicitation without the direct knowledge and authorization in writing in advance from the Purchasing Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

Initial your understanding of this requirement

2.3 REQUESTS FOR INFORMATION/CLARIFICATION

If any firm submitting a bid for this solicitation is in doubt as to the true meaning of the specifications or other documents or any part thereof, bidder shall request clarification from the Purchasing Department. Questions must be submitted in writing and be directed via email to the Purchasing Department at purchasing@cod.edu no later than **July 10, 2019 at 12:00 p.m. Central Time**. Questions for which answers are provided will be communicated to all registered recipients of bid documents via addendum. All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.

2.4 PRE-BID MEETING

The College will hold a Pre-Bid Meeting at the College of DuPage, Glen Ellyn Campus, 425 Fawell Blvd, McAninch Performing Arts Center, Room MAC 105, Glen Ellyn, IL at **9:00 a.m. Central Time on Tuesday, July 9, 2019**. All parties interested in responding to the BID are urged to attend in person. The College will clarify the objectives of the BID and answer questions during the Pre-Bid Meeting.

2.5 BID DEADLINE AND SUBMISSION

To be assured of consideration, Bids must be received by the College of DuPage in the College's in Purchasing Department, BIC-1B03, no later than **2:00 p.m. Central Time on Thursday, July 18, 2019**. Failure by a delivery service company or person to meet the deadline will not excuse the Bidder from the deadline requirement. It is solely the Bidder's responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Bid is received as required.

All Bidders shall submit:

One (1) *sealed* original copy of the Bid and one flash drive containing all completed documents

Bids must be in a sealed envelope and delivered to:

ATTN: Bid No. 2020-B0001

BID Category*:** _____

Purchasing Manager
College of DuPage
BIC Building - Room 1B03
425 Fawell Blvd.
Glen Ellyn, Illinois 60137

** Indicate the bid category for which the Contractor is submitting a bid.

Contract Categories are as follows:

- 1.0 Selective Demolition
- 2.0 Concrete & Excavation
- 3.0 Masonry
- 4.0 Roofing
- 5.0 Metal Panels
- 6.0 Exterior Insulation & Finish System (EIFS) & Direct Applied Exterior Finish System (DEFS)
- 7.0 Carpentry
- 8.0 Mechanical
- 9.0 Electrical

Bids must be received by the date and hour of the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, Bid Notice Number, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement. Unless otherwise stated, all blank spaces on the bid forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid. It shall also include the bid category the Bidder is responding to. If a Bidder is responding to more than one bid category, a complete Bid in a separate envelope must be provided for each bid category.

2.6 EXCEPTIONS

If any Respondent intends to take any deviations or exceptions from the specifications or other bid documents, Respondent shall submit to the Purchasing Manager a written request for a deviation or exception at least 5 business days prior to the date and time of advertised bid opening date. If the Purchasing Manager considers such deviation or exception acceptable, the Purchasing Manager shall issue an Addendum setting forth such deviation or exception from the specifications or other which shall be applicable to all Respondents submitting a response.

If no Addendum is issued by the Purchasing Manager/Buyer, then such deviation or exception shall be deemed rejected.

The College may reject any response containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be e-mailed or delivered to each Respondent receiving a set of such bid documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the bid form or via a signed addendum. Failure to acknowledge receipt of addenda may result in disqualification of the bid. All written requests for deviations or exceptions shall be sent to purchasing@cod.edu.

Initial understanding of this requirement: _____

2.7 ERROR IN BID

Where a bidder claims to have made a mistake, such mistake must be called to the attention of the Purchasing Manager within twenty-four (24) hours after the opening of bids. Within forty-eight (48) hours of the bid opening, bidder shall submit to the College's designated Purchasing Manager original documentary evidence and a detailed explanation of how the mistake was made. Failure to conform to this requirement precludes the bidder from withdrawing its bid based upon a bid mistake. If such notice, proof and explanations have been tendered, and the Purchasing Manager is convinced that a bona fide mistake has been made, the Purchasing Manager may recommend to the Board of Trustees that the bidder be allowed

to withdraw its bid and recommend that the bid be awarded to the next lowest responsible, responsive bidder. If the Board determines by majority vote, that the bidder has made a bona fide error, no award will be made upon such bid and the bid security will be returned.

2.8 WITHDRAWAL OF BIDS

Bidders may withdraw their Bids at any time prior to the time specified in the legal advertisement as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid response for a period of ninety (90) calendar days after said advertised Bid Opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the College's Purchasing Department. Bidders must make their own arrangements for the return of their Bid.

2.9 NOTICES

All communications and notices between the College and Bidders regarding the Bid Documents shall be in writing and hand delivered or delivered via United States mail, postage prepaid, or via email. Notices to the Bidders shall be addressed to the name and address or email address provided by the Bidders; notices to the Purchasing Manager shall be addressed to Purchasing Department, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137, or purchasing@cod.edu.

2.10 BID DEPOSIT

When required in the legal advertisement, the Bid shall be accompanied by cashier's check, certified check or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Bid Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the College of DuPage. The Surety issuing the bond must have a general rating of "A", and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid and such Bid shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the College as liquidated damages and not as penalty in the event Bidder fails to comply with the terms of this invitation to bid, or otherwise fails or refuses to honor the Bid upon award of the Contract by the College.

The bid deposit of all bidders will be returned, with the exception of the winning Contractor, after the College has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Bid Documents.

***This solicitation requires a bid deposit in the amount of 10% of the total base bid.**

2.11 PERFORMANCE AND PAYMENT BOND

The successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the College may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the College will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

3.0 BUSINESS ENTERPRISE PROGRAM

**STATE OF ILLINOIS
BUSINESS ENTERPRISE PROGRAM
MINORITIES, FEMALES, PERSONS WITH DISABILITY
PARTICIPATION AND UTILIZATION PLAN**

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (PDBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

Contract Goal to be Achieved by Vendor: This solicitation includes an aspirational **BEP** participation goal of 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

The BEP participation goal is applicable to all bids or offers. In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may

request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**

3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
 - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
 - 7.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval.
 - 7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
 - 7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.
 - 7.4. Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
 - 7.5. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
 - 7.6. A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
 - 7.7. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any

municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.

- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with Proposal.

_____ (Vendor) submits the following Utilization Plan as part
Respondent Name

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **Cleve Carney Gallery Expansion, Bid Number 2020-B0001**. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: _____ Title: _____

Telephone: _____ Email: _____

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor's efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

4.0 CERTIFICATIONS **Required**

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

- A. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.* Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12. **Yes** _____ **No** _____
- B. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*
- C. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- D. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
- E. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*
- F. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations. **Yes** _____ **No** _____
- G. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
Yes _____ **No** _____
- H. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating.
Yes _____ **No** _____
- I. When required by law, the bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

ADVICE

- A. MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES _____ NO _____. If yes, please attach copy of certification and advise certification number and expiration date below:

Name of Certifying Entity: _____

Certification #: _____ Expiration Date: _____

- B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES _____ NO _____ Contract No. _____

Signature

Respondent/Company Official: _____ Date: _____

5.0 SIGNATURE PAGE **Required**

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

Check One:

- SOLE PROPRIETOR PARTNERSHIP (and/or JOINT VENTURE) LIMITED LIABILITY COMPANY
- CORPORATION

The undersigned acknowledges receipt of a full set of Bid Documents and Addenda Numbers _____ (None unless indicated here). **All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.**

The undersigned makes the foregoing Bid subject to all of the terms and conditions of the Bid Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid are true and correct. Upon award and execution of this Contract by the College of DuPage Board of Trustees, the undersigned agrees that execution of this Bid shall stand as the undersigned's execution of this Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

CELLULAR TELEPHONE NUMBER: _____

FEIN/SSN: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Subscribed to and sworn before me this

_____ Day of _____, 2018. My commission expires: _____

X _____

Notary Public Signature

Notary Seal

- * **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**
- ** **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**
- *** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**
- *** **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**
- **** **In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

6.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM **Required******

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

BID #: _____ DATE: _____

CONFLICT OF INTEREST DISCLOSURE

College of DuPage (COD) reserves the right, at its sole discretion, to reject any and all bids, revise the submission timeline as described in the solicitation, and to discontinue at any time the submission process as described in the solicitation. College of DuPage is requiring that any and all relationships with the College, its Administrators, Trustees, Committee members, COD Foundation Trustees, or any other Employee of the College be disclosed in writing as a part of any bid submitted. Contact with any employee of the College of DuPage during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the Bid/RFP process.

VENDOR CONFLICT OF INTEREST DISCLOSURE

Define the relationship with any College of DuPage Administrator, Trustee, Employee, COD Foundation Board member, Committee member, or their immediate family member, with which your company or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

Vendor certifies that there is no known conflict of interest with any COD Administrator, Employee, Trustee, Committee member, or COD Foundation Trustee, or their immediate family.

Vendor Printed Name: _____ Title: _____

Signature: _____ Date: _____

NON-COLLUSION STATEMENT

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been Communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name: _____ Owners/Principal(s)
Name(s)/Title(s): _____

Vendor Address: _____ City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Signature

Bidder/Company Official: _____ Date: _____

END OF SECTION

Part 3
Bid Form

Part 3 – Bid Form

**College of DuPage
College of DuPage – Cleve Carney Gallery Expansion
425 Fawell Blvd, Glen Ellyn, IL
Project #2020-B0001**

Contract Category # _____

Contract Category Description: _____

Date: _____

Company Name: _____

Address: _____

(Hereafter called the "BIDDER")

Addressed and Delivered to: **College of DuPage Purchasing Department
Berg Instructional Center (BIC), Room 1B03
425 Fawell Blvd
Glen Ellyn, IL 60137
Attn: Jacoby Radford**

BID TOTAL

The undersigned agrees to perform all work identified in the Construction Documents and Contract Manual for the total price(s) listed below. Reference Contract Manual Part 4 "Scope of Work" for the defined work to be included in each of the base bids identified below. Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

The costs to provide the Performance and Payment Bond premiums shall be included in the Bid Total.

Cleve Carney Gallery Expansion

_____ Dollars (\$ _____)

Part 3 – Bid Form

BID ALTERNATE PRICING BREAKDOWN – Per Specification Section 012300

Alternate Number	Contract Categories that MUST price this alternate. (other Contract Categories shall price these alternates where applicable)	Scope by Trade (other trades are to include alternate value pricing if required for a complete system)	Additive / (Deductive) Cost Impact
	General Description		
1	3.0 Masonry 4.0 Roofing 6.0 EIFS & DEFS	EIFS in lieu of Metal Panels	
2	9.0 ELECTRICAL	Provide (3) Ceiling Pendant Mount Cameras	
3	9.0 ELECTRICAL	Provide (3) Ceiling Mount Laser Detectors	

DOCUMENTS RECOGNIZED FOR THIS BID

Documents as listed on the Contract Documents List in Part 10 _____

Contract Manual Dated June 20, 2019 _____

ADDENDUM'S RECOGNIZED FOR THIS BID

BIDDER has received the following Addenda receipt of which is hereby acknowledged, and further represents that any additions or modifications to or deletions from the Work called for in these Addenda are included in the Proposal Price.

Addendum No. 1 _____

Addendum No. 2 _____

REQUIRED ITEM CHECKLIST

All bidders are required to review the following items as a part of the bid process. Bids that do not comply with this requirement will be considered non-responsive.

BIDDER has attached bonding company letter regarding bonding capacity of the bidder for single projects and aggregates as well as current balance as requested in the Instructions to Bidders (in Part 2, Contract Manual):

Part 3 – Bid Form

BIDDER has reviewed Scope of Work (in Part 4, Contract Manual) and confirms that the bid is in full compliance with this Scope of Work: _____

BIDDER has reviewed sample Subcontract Agreement (in Part 5, Contract Manual) and confirms that the bid is in full compliance with this Contract Agreement: _____

BIDDER has reviewed Bond Forms (in Part 6, Contract Manual) and confirms that this bid is in full compliance with these requirements: _____

BIDDER has attached a proper Bid Bond as defined in the Instructions to Bidders (in Part 2, Contract Manual): _____

BIDDER has attached the labor rate sheet (in Part 3, Contract Manual). Subcontractor must attach proposed labor rate sheets to their bid using attached form. A separate sheet should be attached for each craft as well as for each level (i.e. journeyman, foreman, general foreman). Submission does not constitute acceptance. Final acceptance will be determined by College of DuPage auditor after bids are reviewed: _____

BIDDER has attached a Utilization Plan & Letter of Intent (Part 2, Contract Manual): _____

BIDDER has attached a Certifications page (Part 2, Contract Manual): _____

BIDDER has attached a Signature Page (Part 2, Contract Manual): _____

BIDDER has attached a Conflict of Interest Disclosure and Non-Collusion Form (in Part 2, Contract Manual): _____

Company Name _____

Authorized Signature _____

Name _____

Title _____

Phone Number _____

Person to be contacted with questions pertaining to this proposal _____

Contact telephone number _____

Company Name _____
 Address _____
 City, State, Zip _____
 Phone _____
 Fax _____

Trade _____
 Local Union # _____

	2019 Regular Time			2019 Overtime Time			2019 Double Time		
	Journey	Foreman	Super	Journey	Foreman	Super	Journey	Foreman	Super
Base Rate									
Union Fringe Benefits									
FICA									
FUTA									
SUTA									
Workmans Comp _____ %									
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Rates Expire on: _____

Part 4
Scope of Work

Part 4 – Scope of Work

Bid/Contract Category

1.0	Selective Demolition
2.0	Concrete & Excavation
3.0	Masonry
4.0	Roofing
5.0	Metal Panels
6.0	Exterior Insulation & Finish System (EIFS) & Direct Applied Exterior Finish System (DEFS)
7.0	Carpentry
8.0	Mechanical
9.0	Electrical

Part 4 – Scope of Work

SCOPE OF WORK – General – applies to ALL Bidders

- 1) All Subcontractors must be registered with the Village of Glen Ellyn and registered with the State where applicable.
- 2) Subcontractor specifically agrees that all work under this agreement shall be provided and performed in complete compliance with the Contract Documents.
- 3) The Contract Drawings and Contract Manual comprise the Contract Documents. All drawings shall be utilized in preparing bids for any Contract Category to ensure that the entire scope of work is accounted for in the bid amounts. All bidders must include the scope of work indicated on all Contract Documents.
- 4) In the event of a contradiction between the plans and specifications, the more stringent condition shall govern and be included within the bid.
- 5) Any notes on the drawings or specifications that describe responsibility for work shall not be utilized, exclusively, for determining scope of work requirements (e.g., “by general Subcontractor” or “by electrical Subcontractor”). These notes shall not be used to limit or exclude any scope of work. Responsibility for work shall be as indicated in this scope of work.
- 6) Subcontractor has reviewed the sample Subcontract Agreement and all Attachments and Exhibits in the Contract Manual and confirms that no revisions will be made to language within the documents.
- 7) All submittals are to be submitted to Mortenson within (7) calendar days of Notice-to-Proceed unless required earlier as dictated in the specific Contact Category.
- 8) Subcontractors shall coordinate the execution of its scope with the Part 9 - Site Logistics Plan. Subcontractors to pay specific attention to Part 8 - Schedule and Part 9 - Site Logistics Plan to understand the additional mobilizations and any over time required to be included in the Bid. All unloading, and distribution required for the performance of its scope of work is to be included.
- 9) Subcontractor shall protect all building components – existing and new – from damage during the execution of its scope.
- 10) Subcontractor specifically agrees to schedule and coordinate with Mortenson all special access and/or delivery requirements for materials and equipment. Subcontractor shall include any costs associated with meeting the Owner's requirements. This includes any after hour/OT and exclusive use of the building elevator, loading dock, etc. **Minimum** 72-hour notice is required for any work that may impact the owner's operations.
- 11) Per the site logistics plan, an interior path is available for delivery of interior materials. Openings are 30" wide, therefore any materials (i.e. pallets) will need to be broken down prior to transportation from the loading dock to the work area. All broken down materials, boxes and pallets need to immediately be removed and placed in work dumpsters. No material or debris should be placed in COD dumpsters located at the loading dock.
- 12) Subcontractor specifically agrees to coordinate the work of this agreement with the work of other Subcontractors. Subcontractor specifically agrees to coordinate and furnish information/products to other Subcontractors for block-outs, wiring diagrams, embeds, supports, backing, etc. as required to complete its scope of work in a timely manner in accordance with the contract schedule.
- 13) Compliance with and participation in all 3rd party testing and inspections is required. This includes city/county officials, building inspectors, commissioning agents, building engineer's / architects, etc. MEPF Subcontractors shall schedule and be present for their own inspections.

Part 4 – Scope of Work

- 14) All Contract Categories shall include construction cleaning of their equipment and systems, such as electrical and mechanical equipment and devices, glazing, finish carpentry, flooring, etc.
- 15) Subcontractor shall participate in preconstruction/pre-installation meetings and follow-up inspections, as required by Mortenson. All foremen are required to attend and participate in daily Plan of the Day meetings.
- 16) Layout, field verification and field measuring for the scope of work of all Contract Categories shall be included.
- 17) All CMU wall penetrations shall be cut, and fire caulked by the Contract Category requiring the penetration. All openings left in walls, CMU or otherwise, shall be infilled to maintain previous rating by Contract Category responsible for removal of equipment / system filling previous space.
- 18) Access panels shall be provided for all components requiring access, even if not shown on the Contract Documents. All access panels shall be furnished by the Contract Category requiring the access panel. All locations shall adhere to restrictions defined in the Contract Documents and must be approved by the design team and owner prior to installation. Installation shall be by the drywall Subcontractor.
- 19) All Contract Categories shall include all caulking that abuts their scope of work, unless otherwise specified. Acoustical and fire sealant shall be provided as required by the Contract Documents.
- 20) All Contract Categories are responsible for fireproof patching necessitated by their work.
- 21) Prior to any core drilling or saw cutting, Subcontractor shall submit for approval, a dimensioned sketch or drawing indicating the exact location(s) of the proposed core/sleeve for approval by the Structural Engineer.
- 22) Provide all required "task" lighting to complete this scope of work. Temporary building lighting will be available per OSHA requirements.
- 23) Subcontractors shall provide their own equipment for use (including lifts), as required for performing their scope of work.
- 24) A detailed lift plan for any crane use onsite is due to Mortenson a minimum of three (3) weeks in advance, or sooner if requested. The lift plan must include critical pick plan and associated calculations, plan showing crane location, laydown area, ground pressure survey, signage, access restrictions, and detailed Method of Procedure for picks.
- 25) Cranes will be set in the parking lot directly to the East of the project. Cranes must boom over the top of the trees in between the crane and the Project and deliver items to the site.
- 26) All trades must have a dedicated flagger when running equipment or material deliveries between the parking lot or dumpster to the Project area.
- 27) All Subcontractors shall clean-up their individual trash, debris, trash, rubbish, dunnage, etc. from the project site at a **minimum** of once per shift.
- 28) Dumpsters will be provided. Each Subcontractor is responsible for emptying trash in dumpsters at the end of every shift, **at a minimum**.
- 29) Subcontractor specifically agrees to perform the work of this Agreement with Union labor, in accordance with the Local Union Agreements as applicable.
- 30) Payment and performance bonds are required.

Part 4 – Scope of Work

- 31) This project is tax exempt.
- 32) Normal work hours are 7:00AM to 3:30PM. Shift hours are subject to change at Mortenson's discretion.
- 33) If a Contractor needs to work outside of the standard working hours due to schedule or coordination issues, the Contractor is required to pay all Mortenson supervisory costs to cover the off hours work. This does not apply to work that HAS to be done off hours as mandated by the College Operations.
- 34) All work is within an occupied building. Subcontractor shall provide sufficient fire blankets, welding shields and smoke eaters as required to complete your work. Gasoline and other combustible materials are not allowed in building.
- 35) All work requiring shutdowns or disruption to college services (i.e. electrical, heating, plumbing, ventilation, emergency egress, data, access to public spaces, etc.) shall be scheduled in advance and performed on 3rd shift or Sundays. The college's typical hours of operation are from 7AM - 10PM Monday through Saturday and 7AM - 6PM on Sunday, not including special events. Accordingly, all overtime, premium time, or 3rd shift work described in the Contract Documents shall start after these normal operation hours. A detailed Method of Procedure for the shutdown / disruption must be submitted at least three (3) weeks in advance for Mortenson review and include, at a minimum, date proposed, detailed scope of shutdown procedure, duration, safety and back-up plan. The Contract Category requiring the shutdown is responsible for notifying Mortenson of any related systems that need to be disabled. A COD Engineering Request Form must be filled out for any work that affects the college operational systems or requires COD Engineering staff assistance or participation. Requests must be coordinated with COD and Mortenson. For all MEP system shutdowns a pre-shutdown meeting will be required on site with the subcontractor's foreman, Mortenson, and COD Engineering.
- 36) Physical shutdowns of existing utilities are **the responsibility of the College**. It is the responsibility of the Contract Category requiring the shutdown to trace out area(s) affected by shutdown and include in the Method of Procedure listed above. Operation of valves, shutdown of breakers, etc. affecting only the "construction area" is the responsibility of the Contract Category responsible for that system.
- 37) Subcontractor agrees that the following items are pre-requisites to submission of payment applications:
- Insurance Certificate Current and Correct
 - Contract signed and returned
 - Executed Change Orders for any additional work scope of work
 - Specified submittals per schedule
 - Approved submittals
 - Daily, weekly, and monthly safety documentation received
 - Partial Lien Waiver from previous payment
 - Cost proposals submitted if greater than (5) five business days received
 - Conformance to updated construction schedule
 - Correction of any non-conforming work
- 38) Subcontractor agrees that the following items are pre-requisites to release of monthly progress payment (see Standard Terms and Conditions for additional requirements):
- Daily reports / pre-task cards
 - Tool box talk
 - Site safety audits
 - Correction of any non-conforming work
 - Current as-built drawings
 - Back charges paid

Part 4 – Scope of Work

- Conformance to updated construction schedule
- 39) Required bid allowances are included, by Contract Category, to account for scope of work in the areas that are NOT shown on the drawings. All allowances and additional Anticipated Trade Expenditures (ATE) described in each Contract Category **shall be included as a part of the base bid**. Allowances and Anticipated Trade Costs will be reconciled between each successful bidder and Mortenson. These Allowances and Anticipated Trade Cost Budgets can be utilized at any time by Mortenson for items specifically described or for other purposes.
- 40) All overhead and profit, insurance and bond costs associated with value of Allowances and Anticipated Trade Expenditures are to be included in the base bid and will not be accepted as part of the cost of work when submitted later.
- 41) Subcontractor specifically agrees to lay out and provide all required surveying to prosecute its Work.
- 42) Subcontractor shall take any field dimensions necessary for fabrication and/or installation of this work and shall be responsible for these field measurements.
- 43) No onsite storage will be allowed, due to limited space on site and the building being occupied. Just-in-time deliveries will be required. All materials shall be installed within 48 hours of delivery.
- 44) Subcontractors are required to supervise and manage their entire contract package, including any subcontracted work, with on-site supervision.
- 45) This is a tobacco-free site. Tobacco use (smoking, vaping and chewing) is prohibited.
- 46) No overtime or extra work is allowed without prior **written** approval of the Mortenson **Project Manager**. Any work performed on a time & material basis is required to be signed off **daily** by Mortenson's Superintendent.
- 47) All project documents (including RFI's, submittals, pricing RFQ's, Daily Reports, etc) will be managed via Procore, the online project management platform.
- a) **Subcontractor agrees to use Procore for all project correspondence, including uploading of RFI's, uploading of submittals, uploading of pricing, etc.**
 - b) Subcontractor agrees to provide a minimum of one field person **with an iPad with cellular data** in order to access Procore.
 - c) Mortenson will provide Procore training as needed.
- 48) All work shall be guaranteed against defect in material and workmanship for a period of minimum **two (2) years** from the date of Final Completion per the Owner's Contract.
- 49) Provide Closeout Documents: Test Results, As-Built Drawings, Operation Manuals and Manufacturer's Warranty as required.

Part 4 – Scope of Work

Contract Category # 1 – Selective Demolition

The **Selective Demolition** Bid Category shall include all work required by the Contract Documents including, but not limited to, the following:

- 1) Subcontractor is responsible for all interior and exterior demolition, and associated salvage, removal and storage scope identified in the Architectural, Fire Protection, Plumbing, Mechanical, and Electrical Demolition sheets, unless noted otherwise within this Scope description.
- 2) MEPF Subcontractors will disconnect, make safe, cut, cap and drop all MEPF items. Hauling off these items from the building is the responsibility of this Subcontractor.
- 3) Owner shall be responsible for removing all furniture to be salvaged. All other furniture is to be removed by this Subcontractor.
- 4) Removal of flooring to include flooring adhesive. Plywood underlayment shall be left in place and all removed flooring to be reviewed with Mortenson prior to removal from site.
- 5) Carpet shall be removed and salvaged for reinstallation.
- 6) All loose material, debris, brackets, fasteners, etc. that interfere with existing floor, columns, or wall finishes are to be removed.
- 7) Subcontractor shall provide all temporary barricades, supports and enclosure as required to safely execute its work as part of this package.
- 8) Subcontractor acknowledges that all required miscellaneous scope items may not be specifically identified on the Contract Documents but agrees to fully comprehend the entire, complete scope of work reasonably inferable as part of this package.
- 9) Subcontractor shall provide detailed demolition Integrated Work Plan (IWP) for review and approval by Mortenson. This shall be submitted 1 week prior to mobilization.
- 10) Subcontractor is responsible for the safe demo and removal off-site of the CIC plaza, stadium seating, and all other areas as depicted in the Contract Documents. All foundations and equipment (including but not limited to: light poles, irrigation, fire line, planters, landscape, etc.) to remain must be protected in place by this Subcontractor.
- 11) Remove stone veneer carefully removing anchors per Detail 3/A2.02.
- 12) Remove bronze Cleve Carney sign from exterior wall and turn over to Owner.
- 13) Remove existing curtain wall, glass vestibule, glass handrail, and glass storefront.
- 14) Remove existing masonry as called out in keynotes on Sheet AD2.01A.
- 15) Remove existing steel and precast planks as shown. Provide temporary support as needed to support existing to remain structure until new system is in place.
- 16) Cut existing 1- 1/2" (approximate) of concrete at top of curb per detail 5/S3.1.
- 17) Notch existing concrete per detail 3/S3.1.
- 18) Remove existing sidewalk and precast curb where noted on Contract Documents
- 19) Remove existing ceiling and access panels as required for mechanical, electrical and plumbing scopes. M/E/P Subs will provide layout. This Subcontractor to remove, taking care to protect existing to remain.
- 20) Remove existing ceiling and soffit outside of gallery to allow for coiling door installation. See detail 6/A5.01.
- 21) Provide and maintain dumpsters throughout demolition. Refer to site logistics plan for duration and location, respectively.
- 22) Include a \$8,000 Additional Trade Expenditures (ATE) for demolition/removal of items not shown on the Contract Documents and not visible during the pre-bid walk-through.

Contract Category # 2 – Concrete & Excavation

The **Concrete & Excavation** Bid Category shall include all work required by the Contract Documents, including but not limited to the following items:

- 1) Remove any excess water prior to excavation.
- 2) Excavate as required prior to foundation and footing placement.
- 3) Backfill entire work area as required with subgrade and granular fill (6" minimum thick layer of CA-6 gravel or equivalent to be provided).

Part 4 – Scope of Work

- 4) Furnish and install reinforcing steel and welded wire reinforcement (WWF) per Contract Documents.
- 5) Provide stoop and foundation footings.
- 6) Provide 8" thick wall foundations under CMU wall.
- 7) Provide 12" thick wall foundations.
- 8) Provide 5" slab on grade. Patch as needed from demolition.
- 9) Provide concrete supported stair.
- 10) Provide concrete infill at recessed radiant heat floor per Detail 5/S3.1.
- 11) Provide precast curb and match existing concrete pavement slope. Rake mortar and provide sealant to match existing.
- 12) Replace sidewalk as shown on A1.01 after enclosure is complete. Provide temporary heat if needed.
- 13) Provide rigid insulation and waterproofing on foundation walls as needed
- 14) Provide vapor retarder and rigid insulation for slab on grade as required.
- 15) The storm line located directly north of the addition may impede on the excavation. Provide pipe support and excavate around the line to keep it active through the course of construction.
- 16) Provide and maintain manhole protection from sediment for any open storm drains located near the excavation
- 17) Provide control joints infilled with flexible sealant at all locations per Contract Document.
- 18) Provide winter hoarding structure for protection and heating as required.
- 19) Maintain sidewalk and street cleaning during duration of work.
- 20) Provide a spotter for duration of work when equipment arrives and leaves work area. This includes concrete boom trucks, skid loaders, etc.
- 21) Include a \$8,000 Additional Trade Expenditures (ATE) for patching of items not shown on the Contract Documents and not visible during the pre-bid walk-through or for encounters with underground obstructions.

Contract Category # 3 – Masonry

The **Masonry** Bid Category shall include all work required by the Contract Documents, including but not limited to the following:

- 1) Furnish and install CMU walls with vertical reinforcement. Grout and reinforce per the Contract Documents.
- 2) Set (2) frames (provided by others) within the CMU walls.
- 3) Furnish and install steel lintels for door openings.
- 4) Installation of the frames shall be plumb and true. Door installer will perform a survey prior to door installation. Any frame found to be out of plumb shall be corrected within 48 hours by the installing subcontractor.
- 5) Provide expansion joints necessary for the opening for work abutting to the masonry.
- 6) Provide top of wall angles per detail 12/S1.1
- 7) Provide masonry pier per detail 5/S2.0 and detail 3/S2.0. Install bearing plate provided by others.
- 8) Provide winter hoarding structure for protection and heating as required.
- 9) Adjust and tooth-in CMU wall at coiling door location to provide a flat surface for new coiling grill track per Detail 6/A8.00.
- 10) Include a \$5,000 Additional Trade Expenditures (ATE) for tothing-in or connection to existing building items not shown on the Contract Documents and not visible during the pre-bid walk-through.

Alternates:

- 1) Provide additional CMU at top of wall as part of Alternate pricing.

Part 4 – Scope of Work

Contract Category # 4 – Roofing

The **Roofing** Bid Category shall include all work required by the Contract Documents, including but not limited to the following:

- 1) Furnish and install fully adhered roofing system per Contract Documents. Insulation and finish system to match existing height.
- 2) Provide all flashing, sealant, fasteners and expansion joints as required for system install. Coordination to be provided in ALL locations where roofing system meets other systems not provided by this Subcontractor.
- 3) All work to be completed while maintaining existing roof warranty.
- 4) Provide roofing membrane at parapet.
- 5) Provide roofing connection between existing to remain and new roof. All patchwork, etc. required to make the two-systems water tight and compatible is the responsibility of this Subcontractor.
- 6) Provide aluminum parapet cap and metal coping to match existing.
- 7) Provide wood blocking as required.
- 8) Provide wood blocking as needed
- 9) Provide for new penetrations in existing roof as needed for mechanical, electrical and security. Include flashing and patch.
- 10) Include a \$5,000 Additional Trade Expenditures (ATE) for patching or tie in of items not shown on the Contract Documents and not visible during the pre-bid walk-through.

Alternates:

- 1) Provide ice and water shield at top of parapet and run roofing membrane over top of parapet as part of Alternate pricing.

Contract Category # 5 – Metal Panels

The **Metal Panels** Bid Category shall include all work required by the Contract Documents, including but not limited to the following:

- 1) Engineer stamped shop drawings are to be provided within 2 weeks of issuance of Subcontract Agreement.
- 2) Furnish and install wall panels and framing per Contract Documents.
- 3) Provide a watertight installation on top of newly installed DEFS.

Alternates:

- 1) It is understood that if the alternate is selected for EIFS, this scope is no longer needed.

Contract Category # 6 – Exterior Insulation & Finish System (EIFS) & Direct Applied Exterior Finish System (DEFS)

The **Exterior Insulation & Direct Applied Exterior Finish Systems (EIFS & DEFS)** Bid Category shall include all work required by the Contract Documents, including but not limited to the following:

- 1) Furnish and install EIFS & DFS systems per Contract Documents
- 2) Repair top of wall following stone cladding/veneer removal.
- 3) Provide waterproofing at all CMU walls prior to EIFS/DFS installation.
- 4) Patch anchor penetrations per Detail 3/A2.02.
- 5) If alternate for EIFS is selected, work with EIFS consultants to ensure a proper installation.
- 6) Include temporary enclosure and temp. heat as needed to install per Schedule.

Alternates:

- 1) Provide EIFS in lieu of metal panels per Specification Section 012300 and Detail 1/A5.01.

Part 4 – Scope of Work

Contract Category # 7 – Carpentry

The **Carpentry** Bid Category shall include all work required by the Contract Documents, including but not limited to the following:

- 1) Provide 20 30-CY dumpsters. A minimum of 80% of all construction debris must be recycled. Dumpsters shall be located and provided at the direction of the Construction Manager.
- 2) Provide temporary chain link fencing with screening and gates sandbags as noted on the site logistics plan. All fencing is to have kickers installed at all post. Fencing along the East sidewalk shall be post driven, all other fencing will be installed on top of hard surfaces using sandbags/kickers to secure. Post driven fencing to include screening and kickers at each post. Fencing shall remain in place the duration of the Project.
- 3) Provide (2) Porta-Johns for the duration of the project.
- 4) All temporary partitions shall be 1HR rated and included per phasing plans. Include complete construction including taping of walls. Include removal offsite at Project completion.
- 5) All temporary partitions are to extend to the structure above. The removal of ceilings as needed for construction shall be included. All temporary 1-hour walls shall be constructed per standard UL details to achieve the 1HR rating requirements. Ceilings on the public side shall be patched once the wall is complete. Include removal offsite at Project completion.
- 6) All temporary “weatherproof” partitions shall be comprised of an ice and water shield with taped joints covering the entire surface area on one side and caulked to the structure at the top and bottom, 3-5/8” 20-gauge stud framing, one-side of 5/8” dens glass sheathing, 3-1/2” batt insulation and one side of 5/8” type X drywall. Include removal offsite when the building enclosure is complete.
- 7) Subcontractor to flash over roofing after curtainwall demolition by demo subcontractor. This subcontractor to ensure enclosure is secure protecting all interior areas against water and dust. Temporary workspace entrance to be included.
- 8) Partition layout (including ceiling and wall demolition layout).
- 9) Provide spray insulation in locations indicated in Contract Documents.
- 10) Provide light gauge strapping at top of walls out of sequence to provide a “spray stop” for the insulator. See detail 2/A5.00.
- 11) The existing gallery shall be covered with a Masonite floor. All joints shall be taped. Include removal offsite at Project completion.
- 12) The carpeted lobby area, under the temp partition and within the construction space shall be covered with one layer of plastic below one layer of Ram Board. All joints shall be taped. Include removal offsite at Project completion.
- 13) The carpeted area from the temp. door to the BOH door shall be covered with a Masonite floor. See logistics plan. Remove and replace as necessary for college events & shows.
- 14) Temporary 20 minute, minimum, rated solid core wood doors, with knock-down type hollow metal frames and storeroom type locksets shall be provided and installed in each temporary partition.
- 15) Temporary 20 minute, minimum, rated solid core wood doors, with knock-down type hollow metal frames and storeroom type locksets shall be provided and installed in each temporary partition.
- 16) Maintenance and removal of all temporary partitions, protection, doors and barriers shall be provided as directed by the Construction Manager. All material is to be placed in the dumpster. Patch and replace all existing walls and ceilings to remain following removal.
- 17) Gypsum board partitions, ceilings and assemblies, including all acoustical sealant, insulation, runners, reveals, supports, etc.
- 18) All prepping, patching, repairing of walls and columns per the Contract Documents.
- 19) Align gypsum board wall return with ceiling control joint (reference note 24/A2.01A).
- 20) Clean stud tracks prior to hanging drywall.
- 21) Provide vapor barrier on precast concrete roof planks.
- 22) Patch and repair walls as affected by selective demolition.
- 23) Patch and repair ceilings as affected by selective demolition. Provide plywood sheathing at existing and new addition.
- 24) Patch ceiling in Lobby, Room 100, as removed for installation of the overhead coiling grille.

Part 4 – Scope of Work

- 25) Furnish and install fire extinguisher cabinets and fire extinguishers located within framed walls.
- 26) Furnish and install (3) doors and (3) frames per Contract Documents. Patch, fill, sand and prep existing doors as required.
- 27) Furnish and install hardware. If there is a discrepancy between the doors/frames and hardware sets, it is this Subcontractor's responsibility to bring it up to the Architect and General Contractor and follow the more stringent requirement. No additional compensation will be provided for failure to coordinate with the Contract Documents.
- 28) Provide all cylinders for door hardware.
- 29) Provide cores for the three doors furnished by this trade Contractor as well as cores for the overhead coiling door and the glass doors.
- 30) Installation of the frames shall be plumb and true. Door installer will perform a survey prior to door installation. Any frame found to be out of plumb shall be corrected within 48 hours by the installing subcontractor.
- 31) Provide 4" wood base.
- 32) Cut and patch drywall for new electrical feed (60 sf minimum).
- 33) Cut and patch drywall for new mechanical ductwork and equipment.
- 34) Install all required access panels to be provided by others.
- 35) Include a \$5,000 Additional Trade Expenditures (ATE) for cutting and patching walls beyond that shown on the Contract Documents and items not outlined in the Contract Manual.
- 36) Include a \$5,000 Additional Trade Expenditures (ATE) for patching existing ACT beyond that shown on the Contract Documents and items not outlined in the Contract Manual.

Contract Category # 8 – Mechanical:

The **Mechanical** Bid Category shall include all work required by the Contract Documents, including but not limited to the following:

- 1) This scope of work includes the entire HVAC system and building controls scopes. Subcontractor is to provide a complete, code-compliant installation required for a functional system and includes appropriate coordination with other disciplines' drawings. This includes but is not limited to, modifications to the temperature control system, ductwork, piping, hangers, grilles, registers, diffusers, VAV's, fan powered boxes, test/balance, and associated reports. Temperature Controls scope includes conduit, wiring, terminations, programming and testing to complete the system.
- 2) Make safe, cut, cap, and drop all HVAC items that need to be demo'd per the Contract Documents, including temperature control items. Removal and placement in dumpster is by others. Any out-of-sequence, or late demo, will be the responsibility of this Contract Category in its entirety (including removal and placement in provided dumpster).
- 3) All investigation / tracing out of existing systems / conditions required for demo and install is the responsibility of this Contract Category. This includes coordinating around existing to remain utilities that are outside this Scope of Work.
- 4) Labeling and protection (temporary and/or permanent as required) of all existing to remain utilities must be completed prior to demolition.
- 5) All in-wall penetrations shall be sealed.
- 6) Remove and replace adjacent duct to new security bars as shown on Detail 3/A5.01
- 7) At beginning of project, provide filter media on all grilles to protect existing to remain duct. Replace filters as requested by Mortenson throughout the project.
- 8) Replace filters on existing AHU at the end of the project.
- 9) Testing and commissioning of all mechanical systems shall be performed to confirm proper system operation.
- 10) Subcontractor is responsible for any notes or mark ups in other drawing sections pertaining to this category.
- 11) Include a \$10,000 Additional Trade Expenditures (ATE) for relocation of existing mechanical and ductwork not shown on the Contract Documents and not visible during the pre-bid walk-through.

Part 4 – Scope of Work

Contract Category # 9 – Electrical:

The **Electrical** Bid Category shall include all work required by the Contract Documents, including but not limited to the following:

- 1) This scope of work includes the entire electrical scope. Subcontractor is to provide a complete, code-compliant installation required for a functional system and includes appropriate coordination with other disciplines' drawings. This scope of work for the complete Electrical package includes, but is not limited to, temporary light and power, security system, permanent lighting system, power systems, fire alarm system, feeds to mechanical equipment and AIV system.
- 2) This Subcontractor is responsible for all permitting required for its scopes of work.
- 3) Make safe, cut, cap and drop all electrical, communications and low voltage items that need to be demo'd per the Contract Documents. All demolition shall be back to the nearest junction box, panel, or device and shall be completed per applicable codes. Material will be removed from site by others. Any out-of-sequence, or late demo, will be the responsibility of this Contract Category in its entirety (including removal and placement in provided dumpster).
- 4) All investigation / tracing out of existing systems / conditions required for demo and install is the responsibility of this Contract Category. This includes coordinating around existing to remain utilities that are outside this Scope of Work.
- 5) Labeling and protection (temporary and/or permanent as required) of all existing to remain utilities must be completed prior to demolition. This includes flagging of any in-wall, overhead, etc. conduits that are to remain such that its presence can be clearly seen by other contractors.
- 6) Remove and replace any ceiling tile as needed for work outside of the construction area.
- 7) Temporary Lighting system shall be installed and maintained by this Subcontractor. Equipment will be provided by Mortenson and delivered to the dock. The support of all temporary lighting cords from ceiling and/or walls is required by this Contract Category. Temporary lighting feeds are not allowed to run along the floor at any time. Temporary lighting shall be installed per OSHA, applicable codes, and all wire splices shall be placed in junction boxes.
- 8) Temporary Power system shall be installed and maintained by this Subcontractor. Equipment will be provided by Mortenson and delivered to the dock. The Subcontractor shall make every attempt to use the existing system in place. Subcontractor shall include hook-up, maintain, relocate, and remove system as required. All temporary electric equipment shall be tested and maintained per OSHA requirements.
- 9) All through-slab and -wall penetrations shall be sealed per the Contract Documents. Coordinate acoustical caulking requirements with Architectural drawings.
- 10) Furnish and install all new light fixtures, branch lighting and electrical devices per the Contract documents.
- 11) New lighting dimmer rack panel per keynote 1/E2.01.
- 12) Provide the Audio-Visual System as specified in Section 115200. This includes the complete support mounting frame as shown on Detail 5/A5.01. It also includes coordination with Owner for programming and head end requirements.
- 13) Provide power for coiling door operation and interconnect wiring to controller.
- 14) Subcontractor is responsible for any notes or mark ups in other drawing sections pertaining to this category.
- 15) Provide power and connections for new exit door alarm system.
- 16) Provide/route (8) CAT6 cables to IT/Telecom Room #113 for connection to campus network (keynote 1/TY02.01).
- 17) Provide (5) CAT6 cables from the exterior screens to the controller in the existing storage room (keynote 12/E2.01).
- 18) Include a \$20,000 allowance for low voltage, A/V or security items not shown on the Contract Documents and not visible during the pre-bid walk-through.
- 19) Include a \$10,000 Additional Trade Expenditures (ATE) for relocation of existing electrical or low voltage not shown on the Contract Documents and not visible during the pre-bid walk-through.

Alternates:

- 1) Provide (3) ceiling pendant mount cameras per Specification Section 012300.
- 2) Provide (3) ceiling mount laser detectors per Specification Section 012300.

Part 5
Subcontract Agreement

Part 5 – Subcontract Agreement

SUBCONTRACT PROCEDURES

- 1) Subcontractor specifically accepts the attached Mortenson's Subcontract Agreement, Standard Terms and Conditions, Purchase Agreement, and all Exhibits referenced below without exception.
- 2) Mortenson does not negotiate the terms and conditions of the Subcontract and Purchase Agreement.

Documents Attached Include:

- Subcontract Agreement
- Standard Terms and Conditions
- Supplementary Terms and Conditions
- Indemnity Agreement
- Exhibit A – Scope of Work
- Exhibit B – NOT USED
- Exhibit C – Schedule
- Exhibit D – Contract Documents
- Exhibit E – Safety Program Requirements
- Exhibit F – Quality Program Requirements
- Exhibit G – Collective Bargaining Agreements

M. A. MORTENSON COMPANY SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (“Agreement”) is entered into effective this [date] day of [Month], 20[Year], by and between M. A. Mortenson Company (“**Mortenson**”) and [Subcontractor Name and Address and preferred email address for notices] (“**Subcontractor**”). This Agreement includes the Subcontract Standard Terms and Conditions (“**Standard Terms and Conditions**”), the Indemnity Clause (“**Indemnity Clause**”) and the Subcontract Supplementary Terms and Conditions (“**Supplementary Terms and Conditions**”), all attached hereto (“**Attachments**”), and the following Exhibits (“**Exhibits**”):

Exhibit A -	Scope of Work
Exhibit B -	Not Used
Exhibit C -	Schedule
Exhibit D -	Contract Documents List
Exhibit E -	Safety Program Requirements
Exhibit F -	Quality Program Requirements
Exhibit G -	Collective Bargaining Agreement

In consideration of their mutual promises herein, Subcontractor and Mortenson agree as follows:

1. **PROJECT.** Mortenson has entered into a contract (the “**Contract**”) with the College of DuPage (“**Owner**”) to perform labor and furnish material for the construction of the College of DuPage – Cleve Carney Gallery Expansion, located at 425 Fawell Blvd., Glen Ellyn, IL 60137 (“**Project**”), pursuant to Drawings, Specifications, General Conditions, Supplementary General Conditions, Special Conditions, and Addenda prepared by Wight & Company (“**Architect**”), and made a part of the Contract. The Contract Documents (“**Contract Documents**”) are this Agreement, the Contract and its exhibits, Drawings, Specifications, General Conditions, Supplementary General Conditions, Special Conditions, and Addenda, including the following:

[See EXHIBIT D - CONTRACT DOCUMENTS LIST]

2. **SCOPE OF WORK.** Subcontractor shall furnish and pay for all supervision, labor, materials, tools, equipment, services, scaffolds, appliances and all other items necessary to fully perform the Agreement, consistent with the provisions of the Contract Documents, including completion of all of the following (the “**Work**”):

[See EXHIBIT A - SCOPE OF WORK]

3. **SUBCONTRACT PRICE.** The **Subcontract Price** is [Subcontract Price in Words] Dollars (\$[Subcontract Price in Numbers]).

4. **TIME OF COMPLETION.** Subcontractor shall prosecute and complete the Work in accordance with the following schedules and time limits:

[See EXHIBIT C - SCHEDULE]

5. **RETAINAGE.** Mortenson shall retain an amount from each application for payment such that ten percent (10 %) of the total value of Work performed is withheld. Retainage shall be held by Mortenson until released as provided in this Agreement.

6. **SITE-SPECIFIC SAFETY PROGRAMS.** Subcontractor agrees to provide all documents and conduct or participate in all site-specific safety programs related to elimination of accidents and injuries at the site, including but not limited to the following:

[See EXHIBIT E - SITE-SPECIFIC SAFETY PROGRAMS]

7. **PAYROLL MARKUPS.** For Work performed on the basis of actual field cost pursuant to Paragraph 12.4.1.(a) of the Standard Terms and Conditions, the maximum allowable payroll mark-ups shall be 10 % for field labor and 10 % for fabrication shop labor.

8. **INSURANCE:**

a. Commercial General Liability insurance limits shall be \$5,000,000 unless otherwise indicated here _____\$2,000,000

b. Professional Liability/Errors & Omissions coverage [[Check One](#)]
_____Is required
_____Is not required

c. Pollution Liability coverage [[Check One](#)]
_____Is required
_____Is not required

9. **PAYMENT AND PERFORMANCE BONDS.**

Performance and Payment Bonds are required, in full conformance with the requirements of Article 18 of the Terms and Conditions.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and is effective on the date set forth above. No oral representations or other agreements have been made by Mortenson except as stated in this Agreement. This Agreement may not be changed in any way except as herein provided, and no provision hereof may be waived by Mortenson except in writing signed by a duly authorized officer or agent.

IN WITNESS WHEREOF, Subcontractor and Mortenson herein execute this Agreement as set forth above.

Subcontractor

M. A. MORTENSON COMPANY

By _____

By _____

Printed Name _____

Printed Name _____

Its _____

Its _____

Subcontractor License No. _____

Subcontractor state tax ID number _____ for _____ [State of Project]

**M. A. MORTENSON COMPANY
SUBCONTRACT AGREEMENT
STANDARD TERMS AND CONDITIONS**

1. CONTRACT DOCUMENTS.

- 1.1 The Contract Documents have been made available to Subcontractor for examination.
- 1.2 In the event of conflict between the Agreement and the other Contract Documents, the provisions of the Agreement shall govern.
- 1.3 Subcontractor binds itself to Mortenson under the Agreement with respect to its Work in the same manner as Mortenson is bound to Owner under the Contract Documents.
- 1.4 Subcontractor has carefully examined and understands the Contract Documents, has investigated the site of the Work and the conditions under which it is to be performed, and enters into the Agreement on the basis of its own examination, investigation and evaluation of such matters and not in reliance upon any opinions or representations of Mortenson, Owner, or any of their respective officers, agents, or employees.

2. SCOPE OF WORK. Subcontractor shall furnish and perform all of the Work required in the Agreement and the Contract Documents.

3. SUBCONTRACT PRICE. For the full and satisfactory performance of the Agreement, in compliance with the provisions of the Agreement, Mortenson shall pay Subcontractor the fixed Subcontract Price. This sum may be changed only in accordance with the provisions of the Agreement.

4. TAXES AND CONTRIBUTIONS. The Subcontract Price includes, and Subcontractor hereby accepts exclusive liability for payment of, all federal, state, county, municipal and other taxes imposed by law or contract, and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used in connection with the Work, including but not limited to (a) contributions, taxes or premiums (including interest and penalties) measured upon payroll or required to be withheld from employees; (b) sales, use, personal property and other taxes (including interest and penalties), whether stated separately, imposed by reason of performance of the Work, or any materials, equipment, labor, services or other items in connection with the Work; or (c) pension, welfare, vacation, annuity and other benefit contributions payable in connection with labor agreements or applicable law.

5. LAWS AND PERMITS. Unless otherwise required in the Agreement, Subcontractor shall not be required to obtain or pay for the primary building permit for the Project. The Subcontract Price includes, and Subcontractor shall obtain and pay for all other permits, licenses, and fees necessary to complete the Work in accordance with the Contract Documents. Subcontractor shall perform the Work in compliance with all applicable federal, state, municipal and local laws, codes, ordinances, rules, regulations, and requirements, including without limitation those relating to O.S.H.A., discrimination in employment, fair employment practices and equal employment opportunity, without additional expense to Mortenson, and shall correct, at its own cost and expense, any violations thereof. Subcontractor shall furnish such proof as Mortenson may request showing compliance and correction of violations.

6. TIME OF COMPLETION.

- 6.1 Time being of the essence of the Agreement, Subcontractor shall begin the Work as soon as the Project is ready for the Work or, within three (3) calendar days after being notified in writing by Mortenson, and shall prosecute and complete the Work in accordance with the construction schedule, as such may be from time to time revised, and within the time limits stated in the Agreement.
- 6.2 Subcontractor shall promptly furnish all data requested by Mortenson for preparation and revision of construction schedules.
- 6.3 Should Subcontractor be delayed in the commencement, prosecution or completion of the Work by any unforeseeable cause beyond Subcontractor's control and not due to any fault, neglect, act or omission on its part, then Subcontractor shall be entitled to an extension of time. Such extension shall be for a period equivalent to that granted to Mortenson by Owner under the Contract Documents for the same cause of delay, and shall release and discharge Mortenson from any and all claims by Subcontractor on account of the delay. Subcontractor shall not be entitled to any extension of time unless a claim therefore is presented in writing to Mortenson within five (5) calendar days of the commencement of such claimed delay, or within such shorter time as may be required for Mortenson to comply with the Contract Documents. Notwithstanding the foregoing, Subcontractor shall be entitled to compensation for delay if, and to the extent that, Mortenson secures compensation from Owner or others for delay on behalf of Subcontractor.

7. PAYMENTS.

- 7.1 No payment shall be due or made to Subcontractor until receipt by Mortenson of (a) a fully executed Agreement; (b) evidence of insurance in conformance with Article 16 hereof; and (c) Bonds required under Article 18 hereof, if any.
- 7.2 Prior to submitting its first application for payment, Subcontractor shall submit a schedule of values allocating the Subcontract Price to the full Scope of Work, prepared in such form and supported by such data to substantiate its accuracy as Mortenson may require, which schedule shall be used as a basis for reviewing Subcontractor's applications for payment. The schedule of values will be used for payment purposes only and shall not relieve Subcontractor from its obligation to perform all of the Work and

provide all labor and material required by the Agreement. When approved by Mortenson, the schedule of values may be modified by Subcontractor to incorporate executed change orders.

7.3 Not later than the 25th day of each month, Subcontractor shall submit its application for payment on forms provided by Mortenson. Each application for payment shall be calculated as the sum of (a) the value of Subcontractor's labor and materials incorporated into the Project as computed on the basis of the schedule of values, prices and allowable quantities of the Work performed, all as determined by Mortenson and either Owner or Architect; and (b) to the extent allowable by the Contract Documents, the value of materials not incorporated into the Project but delivered and stored at the Project site, minus (c) retainage, calculated from the sum of the amounts determined in preceding (a) and (b) as multiplied by the retainage percentage stated in the Agreement, and also minus (d) amounts previously paid. The application for payment shall not request payment for any portion of the Work which Subcontractor does not intend to pay to any subcontractor or material supplier that performed such Work. Subcontractor shall certify each application for payment, stating in writing that it accurately represents the value of the Work performed. Subcontractor agrees that, upon request by Mortenson, it shall furnish such information, supporting documents and consents of surety (on a form acceptable to Mortenson) as Mortenson may require to verify the value of the Work performed and confirm Subcontractor's entitlement to payment. When payment is based upon quantities at applicable unit prices, Subcontractor shall substantiate the quantities, and Mortenson and Owner shall have the right to examine, copy and audit relevant books and records of Subcontractor or any of its subcontractors in order to verify accuracy and completeness of the quantities. As a prerequisite to payment, Subcontractor shall provide, in a form satisfactory to Mortenson, partial lien and claim waivers and affidavits from Subcontractor, and its subcontractors and material suppliers, for the Work performed and the labor and material provided. Such waivers may be made conditional upon payment.

7.4 Monthly progress payments (less retainage) shall be made to Subcontractor within seven (7) days after Mortenson's receipt of payment from Owner, so long as Subcontractor is not in default or breach of the Agreement and is not subject to other reasons for withholding. Final payment to Subcontractor shall be due after completion and acceptance of the Work by Mortenson and either Owner or Architect and within seven (7) days of Mortenson's receipt from Owner of final payment for the Work, provided that: (a) Subcontractor shall have furnished evidence satisfactory to Mortenson that there are no claims, obligations, or liens for labor, services, materials, equipment, taxes or other items performed, furnished or incurred in connection with the Work; (b) Subcontractor shall have executed and delivered in a form satisfactory to Mortenson a general release in favor of Mortenson, Mortenson's surety, if any, and Owner; and (c) Subcontractor shall have delivered to Mortenson written consent of its surety, if any, to final payment. Final payment to Subcontractor shall constitute a release and waiver of any past, present and future claims by Subcontractor against Mortenson, its surety, if any, and Owner arising out of the Agreement and the Project or arising out of payment for the Work under the Agreement. Subcontractor acknowledges by its receipt of final payment that any and all of such claims are thereby released, waived and discharged.

7.5 Mortenson and Subcontractor expressly agree that payment to Mortenson on Subcontractor's account by Owner is an absolute condition precedent to Mortenson's obligations to pay Subcontractor under the Agreement. Subcontractor expressly agrees that it relies on the credit of Owner, not Mortenson, for payment for the Work. If Mortenson, in its sole discretion, pursues Owner or others for costs otherwise payable to Subcontractor, Subcontractor agrees that payment from Mortenson for Work shall not be due until Mortenson has exhausted all legal proceedings to recover such costs.

7.6 Subcontractor shall not be entitled to any payment to the extent there is: (a) any indebtedness owed by Subcontractor to Mortenson including for any matters unrelated to the Agreement; (b) defective Work not remedied or defective materials not removed and replaced; (c) third party claims; (d) claimed failure of Subcontractor to make payments to its subcontractors, material suppliers or laborers; (e) reasonable doubt that the Work can be completed for the unpaid balance of the Subcontract Price; (f) damage to Mortenson, Owner or another contractor or subcontractor; (g) unsatisfactory or untimely prosecution of the Work by Subcontractor; or (h) failure of Subcontractor to comply with the Contract Documents.

7.7 Subcontractor warrants and guarantees that title to all Work, materials and equipment included in an application for payment, whether incorporated into the Project or not, will pass to Owner upon receipt of such payment by Subcontractor, free and clear of all liens, claims, security interests or encumbrances. Subcontractor shall pay promptly for all materials, skills, labor and equipment used in performance of the Agreement, as bills or claims become due. Subcontractor shall protect the Project and defend, indemnify and hold harmless Owner and Mortenson and Mortenson's surety, if any, from and against all claims, bond claims, stop notices, equitable liens, mechanics' liens, damages, losses and expenses on account thereof, including without limitation legal fees and disbursements paid or incurred by Owner or Mortenson in connection therewith. Mortenson shall have the right at all times to contact Subcontractor's subcontractors and material suppliers to ensure that the same are being paid by Subcontractor for labor or materials furnished for use in performing the Work. Should Subcontractor: (a) fail to make timely payment to its material suppliers, subcontractors, laborers and fringe benefit funds; (b) fail to compensate Mortenson or another contractor or subcontractor for damage caused by Subcontractor; or (c) fail to perform its clean up obligations pursuant to Paragraph 8.5 hereof, Mortenson, in its sole discretion, may, in the instance of subsection (a) or (b), make direct payment to such individuals or entities and reduce the Subcontract Price accordingly or, in the instance of subsection (c), perform itself or hire others to perform such clean-up obligations and reduce the Subcontract Price accordingly.

7.8 Progress or final payments shall not be acceptance of improper, faulty, defective or non-conforming Work or material, shall not release Subcontractor of any of its obligations under the Agreement and shall not constitute a waiver of any rights or provisions hereof by Mortenson. Beneficial use or occupancy is not acceptance of the Work.

8. PROSECUTION OF WORK.

8.1 Subcontractor shall perform the Work in a diligent, efficient and skillful manner, and in conformance with the Contract Documents using personnel competent to perform the Work, as the Work or any portion thereof becomes available, to allow Mortenson to promote the general progress of the entire construction and so that the Work shall not interfere with, hinder or delay other work.

8.2 Should Subcontractor delay the progress of the Work or of the Project, Subcontractor shall take necessary action as required to meet and maintain job progress, without additional compensation, and shall be liable to and reimburse Mortenson for damages resulting from such delay.

8.3 Subcontractor shall promptly secure delivery commitments, place orders for materials, equipment and services required in connection with the Work to avoid delays, and shall furnish copies of procurement documents and purchase orders upon request. Subcontractor shall furnish goods, materials, equipment and services in compliance with all applicable safety, certification and testing codes and laws. Subcontractor shall ship all goods, materials and equipment to the Project site, and all transportation, freight or delivery charges shall be prepaid by Subcontractor. Subcontractor shall be solely responsible for receiving and unloading shipments.

8.4 Mortenson shall have sole authority with respect to access and usage of the Project site. Subcontractor shall notify Mortenson prior to each delivery of goods, materials and equipment, and Mortenson, in its sole discretion, shall determine times and location for all such deliveries. Subcontractor shall establish temporary offices, storage facilities or other temporary facilities at the Project site only upon approval by and in locations designated by Mortenson. Subcontractor shall not post or display signs, banners or other announcements or advertising at the Project site without the express prior written approval of Mortenson.

8.5 Subcontractor shall clean up and remove from the site all debris caused by its operations no less than once each workday. Should Subcontractor fail to provide such cleanup and debris removal, Mortenson, upon Notice to Subcontractor, may arrange to have such work performed for the account of Subcontractor.

8.6 Subcontractor shall be solely responsible for protection of the Work and for loss or damage to materials, tools, equipment, or other personal property, owned or rented or used by Subcontractor in performance of the Work.

8.7 When as-built drawings are required by the Contract Documents, Subcontractor shall record as-built conditions on the Drawings and Detail Drawings in a form acceptable to Mortenson, on a weekly basis, during performance of the Work.

8.8 Mortenson will establish a limited number of initial control points, grid lines, benchmarks or other datum points for the use and reference of Subcontractor. Subcontractor shall be responsible for all subsequent layout, surveying and dimensional control required to perform the Work, and shall preserve or restore any initial layout disturbed or removed by Subcontractor. Notwithstanding dimensions given in the Drawings, Specifications and other Contract Documents, Subcontractor shall take all measurements and establish all dimensional controls necessary to insure proper matching and fitting of the Work.

8.9 Subcontractor shall promptly prepare and submit to Mortenson such shop drawings, details, design calculations, product data, submittals, samples and mockups as required by the Contract Documents and as necessary to describe completely the details of the Work and to ensure timely fabrication, delivery and installation of the Work. Shop drawings, details, design calculations, product data and other submittals shall be provided in the form, format and quantity requested by Mortenson. Approval of such items by Mortenson shall mean only that the submission conforms to the general concept of the Project, and shall not relieve Subcontractor of its obligation to perform the Work in compliance with the Contract Documents.

8.10 Should performance of the Work hereunder depend upon performance of other work, Subcontractor shall carefully examine all contiguous or dependent work, determine whether it is suitable for performance of the Work hereunder, report immediately any unsuitable conditions to Mortenson in writing, and allow Mortenson reasonable time to have such unsuitable conditions remedied. Unless Subcontractor reports such unsuitable conditions, Subcontractor shall be deemed to have accepted contiguous or dependent work as adequate for completion of the Work.

8.11 Subcontractor is responsible for intermeshing of various parts of the Work so that no part shall be left unfinished or incomplete owing to any disagreement between Subcontractor and its subcontractors or other subcontractors. Subcontractor shall be solely responsible to furnish and install sleeves, block-outs, piping, conduit, hangers, inserts, anchors, grounds and supports in concrete, masonry, structural steel or other preceding work, to provide for installation of the Work. Subcontractor shall provide all cutting, drilling and patching required to complete the Work and shall repair all damage by Subcontractor to existing conditions or to the work of others, including without limitation restoration of all fire-rated construction and fire-resistant coatings.

8.12 No substitutions of similar supplies, materials or equipment for items called for by the Contract Documents shall be made unless approved in writing by Mortenson and Owner or Architect, which approval shall not relieve Subcontractor from satisfactory and timely completion of the Work, or from conformance of the Work to the Contract Documents.

8.13 Subcontractor shall appoint a superintendent, who shall be responsible for the Work and shall have full authority to represent Subcontractor at the site. Subcontractor shall appoint a project manager who shall have full authority to represent Subcontractor in all matters related to the Project and the Agreement. Subcontractor's project manager and superintendent shall attend all meetings held by Mortenson relating to the Work, including weekly coordination meetings, unless excused by Mortenson.

8.14 Subcontractor shall maintain accurate and timely records relating to performance of the Work and shall provide daily reports and other records to Mortenson as required by the Contract Documents and as provided herein. Not later than 24 hours after the end of each work shift at the Project site, Subcontractor shall deliver to Mortenson a daily report. The daily report shall fully describe and record Work performed, including a) number of workers in each craft or category, b) weather conditions, c) visitors at the site, d) Work performed, including quantities and locations where applicable, e) summary of events, circumstances or conditions that could delay the Work or give cause for additional cost or time, and f) other information required to fully describe Work accomplished or as requested by Mortenson. Submission of the daily report shall not relieve Subcontractor of, or act in substitution for, notice requirements contained in the Agreement or in the Contract Documents.

9. **LABOR.** Subcontractor shall not employ personnel, means, materials or equipment which may cause strikes, work stoppages or labor interferences. Subcontractor agrees to be bound by any applicable Project Labor Agreement. Subcontractor agrees to comply with and assist Mortenson in its compliance with, and to comply with, any subcontracting clause requirements of collective

bargaining agreements to which Mortenson is signatory and which are applicable to the Project.

10. **TOOLS AND EQUIPMENT.** Subcontractor shall provide all tools and equipment necessary to perform the Work, including but not limited to scaffolds, ladders, hoisting and specialty items. Mortenson's tools and equipment shall be available to Subcontractor only at Mortenson's discretion and on terms satisfactory to Mortenson. Subcontractor agrees to assume sole responsibility for all claims for loss or damage to all property, including its property, and Mortenson's property, arising out of Subcontractor's use of Mortenson's equipment, including without limitation hoisting of material. Subcontractor agrees that operators of Mortenson's equipment during the period of Subcontractor's use, either singly or with others, shall be deemed loaned servants of Subcontractor even though actually employed by Mortenson or others.

11. **SAFETY.**

11.1 Subcontractor shall perform the Work in a safe manner, shall comply with all safety measures initiated by Mortenson or required by the Contract Documents, and shall comply with all applicable laws, codes, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including such provisions as are more strict or more expensive than the safety measures initiated by Mortenson or required by the Contract Documents. Subcontractor shall be solely responsible for protection and safety of its employees, including employees of its subcontractors and suppliers of every tier, for final selection of safety methods and means, for required safety reports and records, for daily inspection of the Work area and its employees' safety equipment, and for instruction of its employees on health and safety, including weekly safety meetings. Subcontractor agrees to establish a goal of zero accidents and injuries for the Project, and to implement, maintain and enforce a safety program consistent with such goal. Subcontractor agrees to comply with the Mortenson Zero Injury Safety Training Manual and, if requested in writing, to prepare a written site-specific safety plan for the Project prior to commencing the Work. Subcontractor shall comply with all safety program requirements, as enumerated in Exhibit E - Safety Program Requirements.

11.2 Subcontractor shall reimburse Mortenson for all costs, including reasonable attorney fees, incurred by Mortenson arising out of or connected with a failure or alleged failure of Subcontractor to comply with this Article, including costs of investigation and fines and penalties imposed upon Mortenson for alleged safety violations by, or unsafe Work of, Subcontractor, regardless of whether Mortenson has or has not assisted or advised Subcontractor in fulfilling such responsibilities.

11.3 Subcontractor shall stop any part of the Work which either Mortenson or Subcontractor determines to be unsafe until corrective measures have been taken. Failure on the part of Mortenson to stop any part of the Work shall in no way relieve Subcontractor of its responsibility hereunder.

12. **CHANGES.**

12.1 Mortenson shall have the right by written directive to order changes, including additions and deletions to the Work and other revisions to the scope of the Work or the required time for completion of the Work, without notice to Subcontractor's surety, if any. Subcontractor shall promptly comply with all such written directives and shall diligently perform the changed Work in accordance with the Contract Documents. Should Subcontractor claim that the changes are of such a nature as to increase or decrease the cost of any part of the Work, then, unless such written directive includes an agreed upon adjustment in the Subcontract Price and/or time for completion of the Work, Subcontractor shall submit to Mortenson, in writing, within five (5) calendar days of receipt of the written directive, or within such shorter period as may be required for Mortenson to comply with the Contract Documents, all claims, if any, for adjustment of the Subcontract Price or of the time for the completion of the Work. Subcontractor shall not be entitled to a change in the Subcontract Price or in the time for completion of the Work unless so authorized by written change order by Mortenson and unless such notice of claims is provided by Subcontractor.

12.2 Should Mortenson issue a request for a proposal for a proposed change in the Work or in the time for completion of the Work, Subcontractor shall deliver to Mortenson a detailed and itemized proposal within twenty (20) calendar days of receipt of such request, or within such shorter period as may be required for Mortenson to comply with the Contract Documents, and prior to commencement of such change in the Work. The proposal shall contain quantities, rates, prices and other information as required or as requested by Mortenson, to fully describe the scope and price of the proposed change and scheduling detail and data to substantiate entitlement to any requested extension of time for completion of the Work. Subcontractor shall cooperate with Mortenson, and Owner and Architect at Mortenson's election, to review, modify the proposal if necessary, and negotiate in good faith to reach an agreement upon the terms of any change order. Subcontractor shall not be entitled to compensation for any costs and expenses relating to preparation of proposals for changes in the Work. Should the parties be unable to agree as to the value of the Work to be changed, Subcontractor shall promptly proceed with the changed Work upon written order of Mortenson and the value of the changed Work shall be determined and paid at actual field costs or other applicable method as determined by Mortenson.

12.3 Should Subcontractor claim that the issuance of any instruction, drawing or direction by Mortenson, Owner or Architect results in additional costs, Subcontractor shall immediately submit written notice of such claim to Mortenson and not later than five (5) calendar days after receipt thereof, or within such shorter period as may be required for Mortenson to comply with the Contract Documents, and in all events prior to commencing such Work. Subcontractor shall not be entitled to a change in the Subcontract Price resulting from such instructions, drawings or directions unless such written notice is provided by Subcontractor.

12.4 The total cost of any changes to the Work shall be determined by one or more of the following methods or combinations thereof as Mortenson may elect: (1) acceptance of a lump sum proposal with properly itemized costs; (2) unit prices stated in the Contract Documents, or in the Agreement, or subsequently agreed upon (unit prices shall be deemed to include an allowance for all of Subcontractor's direct and indirect costs, including, without limitation, office or shop expense, overhead, profit and bonds); or (3) actual field costs incurred in performance of the changed, added or deleted Work, plus allowance for overhead, supervision and profit, as provided in subparagraphs 12.4.1 and 12.4.2. No other costs arising out of or connected with the change to the Work or extra Work of any nature may be recovered by Subcontractor.

12.4.1 Actual field costs shall mean costs necessarily incurred in the proper performance of the changes to the Work or of

the extra Work, and paid by Subcontractor at rates not higher than the standard paid in the locality of the Project, except with the prior written consent of Mortenson for:

- (a) Wages paid for labor in the direct employ of Subcontractor or any of its subcontractors, plus a payroll mark-up on field labor and fabrication shop labor in amounts provided for in the Agreement, to cover all overhead items applicable to payroll, such as insurance, taxes, F.I.C.A., workers' compensation, unemployment taxes, and fringe benefits.
- (b) Net cost of all materials, supplies and equipment used in or incorporated in the changed or extra Work.
- (c) Third party rental charges for necessary machinery and equipment, exclusive of hand tools, for the period of time used in performing the changed or extra Work, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof at rental charges consistent with those prevailing in the locality of the Project. Total third party rental charges on machinery or equipment rented under an agreement containing a purchase option clause shall not exceed 75% of the option purchase price. Rental rates for machinery and equipment owned by Subcontractor shall be not more than 75% of published rental rates for like equipment in the locality of the Project, and the aggregate amount of rent for any single item of machinery or equipment shall not exceed 75% of the current fair market value.
- (d) The actual net increase in the cost to Subcontractor for performance and payment bonds resulting from the changed or extra Work.

12.4.2 The maximum percentage allowance added to itemized costs under a lump sum proposal or to actual field costs shall be 10% for changed or extra Work performed by Subcontractor's own forces and 5% for changed or extra Work performed by its subcontractors. Such allowance will be paid as full compensation to Subcontractor for profit, general superintendence, hand tools, capital and interest expense, insurance expense, field office expense, overhead, and all other elements of cost not defined herein as actual field costs. Notwithstanding the foregoing, the maximum aggregate allowance payable to Subcontractor and its subcontractors shall not exceed the lesser of (a) 15% or (b) the mark-up permitted in the Contract Documents for changed or extra Work less Mortenson's mark-up on such Work.

12.4.3 Mortenson shall have the right to inspect, copy and audit the books and records of Subcontractor and any of its subcontractors making claim for reimbursement for actual field costs and payment pursuant to allowances in order to verify the accuracy and allowability of all costs and allowances claimed. Subcontractor shall retain such books and records for a period not less than three years after final payment, or for such longer period as may be required by the Contract Documents.

12.5 Subcontractor shall not be entitled to a change in the Subcontract Price or the time for completion of the Work unless authorized in writing by Mortenson. Subcontractor shall have no right to maintain an action in court or, in the event arbitration is invoked by Mortenson, in arbitration to recover for changed or extra Work, unless Subcontractor has strictly complied with the requirements set forth herein.

12.6 All changes to the Work or extra Work ordered in writing by Mortenson shall be deemed to be a part of the Work hereunder and shall be performed in compliance with all provisions of the Contract Documents.

13. INSPECTION.

13.1 Mortenson, Architect, Owner and their authorized representatives shall have the right to inspect and test the Work and the components thereof at all times and places to verify compliance with the Contract Documents and standards of good workmanship.

13.2 Subcontractor shall provide safe facilities for inspection of the Work by Mortenson, Architect, Owner and their authorized representatives in the field, at shops, or at any other place where materials or equipment for the Work are in preparation, testing, manufacture, treatment or storage.

13.3 All inspections and tests are for the benefit of Mortenson and Owner and shall not relieve Subcontractor of responsibility for providing its own quality control measures to assure that the Work complies with the Contract Documents. Inspection or testing by Mortenson, Architect or Owner, or any of their authorized representatives, shall not be construed as constituting acceptance and shall not relieve Subcontractor of responsibility for any non-compliance, damage to or loss of the Work, or in any way affect the continuing rights of Mortenson or Owner regarding the completed Work.

13.4 Within twenty-four (24) hours after receiving Notice from Mortenson that any portion of the Work has been rejected by Mortenson as defective or in any way failing to conform to the Contract Documents, Subcontractor, at its own expense and without an extension of time to complete the Work, shall proceed to remove all such portions of the Work from the Project or, at Mortenson's discretion, submit a schedule acceptable to Mortenson for removal of all such portions of the Work from the Project, and, in either instance, shall diligently proceed to replace the same with conforming Work and make good all work of others damaged or destroyed by or as a result of such defective, or non-conforming Work or by removal or replacement thereof.

14. TAKING OVER PERFORMANCE-TERMINATION FOR DEFAULT.

14.1 An "Event of Default" shall mean any of the following: (a) failure to maintain the insurance coverages specified in Article 16 hereof; (b) failure to provide the Bonds required in Article 18 hereof; (c) failure to supply sufficient skilled workers, equipment or materials of proper quality and quantity; (d) failure to make timely payments including, without limitation, all payments required in Article 7.7; (e) failure to proceed with the Work within the time or in the sequence directed by Mortenson; (f) failure to prosecute the

Work with promptness and diligence; (g) causing stoppage, delay or interference to work of Mortenson or any other contractor or subcontractor; (h) failure to perform the Work in compliance with the Contract Documents; (i) failure to comply with any warranty applicable to the Work; (j) the filing by or against Subcontractor a petition in bankruptcy or for an arrangement or reorganization (Mortenson being unwilling to accept and hereby declines performance by any trustee in bankruptcy); (k) if Subcontractor becomes insolvent, goes into liquidation or dissolution, makes a general assignment for the benefit of creditors, consents to or appoints a receiver, custodian, trustee or liquidator or otherwise acknowledges insolvency; (l) if Subcontractor is dissolved, liquidated, wound up or fails to maintain existence as a going concern in good standing; or (m) any other material breach of the Agreement. An Event of Default is a material breach of the Agreement.

14.2 Upon an Event of Default, Mortenson shall have the right, to the extent permitted by law, and in addition to any other rights and remedies provided by the Contract Documents or by law, after seventy-two (72) hours Notice to Subcontractor (except in the instance of Subsection 14.1(j), (k) or (l) in which case no such 72-hour Notice is required) to (i) perform (through itself or through others) any or all of the uncompleted part of the Work, or (ii) terminate the Agreement in whole or in part, for all or any portion of the Work, and in either case to enter the Subcontractor's premises, including any trailers, storage units or facilities owned or leased by Subcontractor and take possession of materials, equipment, scaffolds, tools, and other items necessary for the purpose of completing the Work, all of which Subcontractor hereby transfers, assigns and sets over to Mortenson; to employ persons as necessary to complete the Work; and to provide all labor, services, materials, equipment and other items required to complete the Work; and to deduct all resulting costs from any monies due or to become due to Subcontractor under the Agreement or, in the event such cost exceeds such moneys, recover the excess cost from Subcontractor.

14.3 In the case of such performance by Mortenson, whether by itself or through others, or in the event of such termination, Subcontractor shall not be entitled to receive any further payment under the Agreement until the Work shall be wholly completed to the satisfaction of Mortenson, at which time, if the unpaid balance of the Subcontract Price shall exceed the costs incurred by Mortenson in performing or completing the Work, such excess shall be paid by Mortenson to Subcontractor, but if such costs shall exceed such unpaid balance, then Subcontractor shall pay the difference to Mortenson, or any third party to whom Mortenson assigns its right of recovery. Notwithstanding anything to the contrary contained herein, neither Mortenson nor its insurers waive any claims or rights of subrogation against Subcontractor relative to an Event of Default. Such costs shall include the cost of performing, correcting and completing the Work in conformance with the Contract Documents and of furnishing all labor, services, materials, equipment, and other items required therefore, and shall also include all losses, damages, costs and expense, including attorneys' fees, legal expenses, and other disbursements, incurred by reason of or resulting from Subcontractor's default.

15. CONVENIENCE TERMINATION OR SUSPENSION.

15.1 Mortenson may terminate the Agreement, in whole or in part, at any time by Notice to Subcontractor, whether or not Subcontractor is in default, in the event and to the extent that Owner has exercised its right, if any, to a convenience termination of the Contract. Such termination shall be effective at the time and in the manner specified in said Notice and shall be without prejudice to any claims which Mortenson or Owner may have against Subcontractor. Upon receipt of any such Notice, Subcontractor shall, unless the Notice directs otherwise: (a) immediately discontinue the Work on the date and to the extent specified in the Notice; (b) place no further orders for materials, equipment or services, except as may be necessary for completion of such portion of the Work that is not terminated; (c) promptly make every reasonable effort to procure cancellations, upon terms satisfactory to Mortenson, of all material orders and subcontracts to the extent they relate to the performance of the Work terminated; and (d) thereafter execute only such portion of the Work that is not terminated, or in the event that all of the Work is terminated, execute only that portion of the Work as may be necessary to preserve and protect the Work already in progress and to protect materials and equipment at the Project site or in transit thereto.

15.2 Subcontractor waives any claims for damages, including loss of anticipated profits for uncompleted Work, on account of termination by Mortenson pursuant to Paragraph 15.1 and shall accept as its sole remedy payment of the amount recovered by Mortenson from Owner allocated as compensation for termination of the Work.

15.3 Mortenson may suspend the Agreement in whole or in part, at any time by Notice to Subcontractor whether or not Subcontractor is in default, in the event and to the extent that Owner has exercised its right, if any, to suspend the work required by the Contract. Such suspension shall be effective at the time and in the manner specified in said Notice and shall be without prejudice to any claims which Mortenson or Owner may have against Subcontractor. Upon receipt of any such Notice, Subcontractor shall, unless the Notice directs otherwise: (a) immediately suspend the Work on the date and to the extent specified in the Notice; (b) place no further orders for materials, equipment or services, except as may be necessary for completion of such portion of the Work as is not suspended; and (c) thereafter execute only such portion of the Work that is not suspended, or in the event that all of the Work is suspended, execute only that portion of the Work as may be necessary to preserve and protect the Work already in progress and to protect materials and equipment at the Project site or in transit thereto.

15.4 Subcontractor waives any claims for damages on account of suspension by Mortenson pursuant to Paragraph 15.3 and shall accept as its sole remedy payment of the amount recovered by Mortenson from Owner allocated as compensation for suspension of the Work.

16. INSURANCE.

16.1 Prior to starting the Work, Subcontractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Subcontractor or by any of its subcontractors or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified in the Agreement, any coverages or limits of liability specified in the Contract Documents, or coverages and limits required by law.

16.2 Subcontractor shall procure and maintain the following minimum insurance coverages and limits of liability:

Workers' Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee
Commercial General Liability	\$5,000,000 each occurrence \$5,000,000 general aggregate applicable on a per project basis \$5,000,000 products/completed operations aggregate or such other limits specified in the Agreement
Automobile Liability	\$2,000,000 each accident
Professional Liability/Errors and Omissions (if required by Paragraph 16.2.d or required per the Agreement)	\$2,000,000 each claim \$2,000,000 annual aggregate
Pollution Liability (if required by Paragraph 16.2.e or required per the Agreement)	\$2,000,000 each claim \$2,000,000 annual aggregate
Aircraft Liability (if required by Paragraph 16.2.f or required per the Agreement)	\$5,000,000 per seat \$10,000,000 per occurrence

- a. Workers' Compensation and Employer's Liability - For any employee, owner or principal of the Subcontractor who shall be at the Project site or at a specific off-site Project related location, workers' compensation coverage shall be provided whether or not required by statute. If the Project is located and/or Subcontractor's principal place of business is in the state of Illinois, coverage must be amended such that the Subcontractor and its insurer agree to waive any protection afforded under statute, law, ordinance or common law rights that cap the employer's liability to the amount of workers' compensation benefits it has paid or will pay on behalf of its employee.
- b. Commercial General Liability - Insurance required under this Paragraph shall provide coverage on an occurrence form no less broad than the ISO Form CG 00 01 2004 or 2007 edition and shall include coverage for Products/Completed Operations, all renewed and maintained for four (4) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require of Mortenson. The general aggregate limit shall be per project.
- c. Automobile Liability - Insurance required under this Paragraph shall include coverage for all owned, hired and non-owned automobiles.
- d. Professional Liability/Errors & Omissions - If designated in the Agreement or if the Work includes architecture, design or engineering services, including that required to meet a performance specification, or other professional services including but not limited to surveying, Subcontractor shall procure, maintain, and pay for Professional Liability/Errors and Omissions insurance with limits of not less than \$2,000,000 each claim and \$2,000,000 annual aggregate including coverage for economic loss. Subcontractor agrees to renew and maintain such coverage for four years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require of Mortenson.
- e. Pollution Liability - If designated in the Agreement or if the Work includes any portion of i) building enclosure systems involving the watertight integrity of the building (including, without limitation, vapor or moisture barriers, roofing or flashing, exterior windows, curtainwall components or systems, plaster or stucco or exterior stone, masonry, waterproofing, or caulking), ii) plumbing, heating, fire suppression, ventilating or air conditioning systems, iii) drywall or insulation, or iv) building foundations, Subcontractor shall procure, maintain and pay for Pollution Liability insurance including contractual liability coverage. Such insurance shall have limits of not less than \$2,000,000 each claim and \$2,000,000 annual aggregate, and shall include coverage for Completed Operations extending or renewed for four (4) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require of Mortenson. The policy shall include coverage for bodily injury, property damage and clean-up costs. The definition of Pollutant and/or Pollution Condition shall include any form of fungus, including mold.
- f. Aircraft Liability - If the Work involves the operation, maintenance or use of any aircraft, Subcontractor shall procure and maintain or cause to be procured and maintained Aircraft Liability insurance for loss or damage arising out of or related to the use of any aircraft used in the performance of the Work. Such insurance shall have passenger liability limits of \$5,000,000 per seat and provide coverage in a combined single limit of not less than \$10,000,000 per occurrence, including bodily injury, property damage and passenger liability. Such Aircraft Liability coverage shall be endorsed to include Mortenson and Owner and all others required by the Agreement to be additional insureds.
- g. For Work in those states where Workers' Compensation insurance is provided through a state fund and Employer's Liability coverage is not available, "stop gap" coverage shall be provided through either the Commercial General Liability policy or another state's Workers' Compensation policy.

16.3 To the extent allowed by law, all policies referenced in Article 16.2 shall include a waiver of subrogation in favor of Mortenson and Owner and others as required by the Contract Documents.

16.4 If the Professional or Pollution Liability insurance policies are required and written on a claims made basis, any retroactive date shall be prior to the start of Work and maintained on any subsequent renewals.

16.5 Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy that is as materially broad as the underlying policy.

16.6 To the greatest extent allowed by law, Subcontractor shall endorse its Commercial General Liability (including Products/Completed Operations coverage and utilizing ISO endorsements CG 20 10 07 04 and CG 20 37 07 04 or equivalent), Automobile Liability, Umbrella/Excess Liability, Contractors Pollution Liability and Aircraft Liability policies (if required herein), to add Mortenson, Owner and such other parties as Mortenson is required under the Contract Documents to name as additional insureds on Mortenson's insurance, as "additional insureds", with respect to but not limited to liability arising out of (a) operations performed for Mortenson or Owner by or for Subcontractor, (b) Subcontractor's completed Work, (c) acts or omissions of Mortenson or Owner in connection with their general supervision of operations by or for Subcontractor, (d) Subcontractor's use of Mortenson's tools and equipment, and (e) claims for bodily injury or death brought against any of the additional insureds by Subcontractor's employees, or the employees of its subcontractors of any tier related to the performance of operations under the Contract Documents. Such insurance afforded to Mortenson, Owner and others as additional insureds under Subcontractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Mortenson or Owner or others required to be included as additional insureds.

16.7 Subcontractor shall maintain insurance with carriers authorized to do business in the state in which the Project is located and having a current A.M. Best rating of not less than A minus (A-), unless a different A.M. Best rating is accepted by Mortenson in writing. In the event Subcontractor fails to procure or maintain any insurance required by this Article, Mortenson may, at its option, purchase such coverage and deduct the cost thereof from any monies due to Subcontractor, withhold funds from Subcontractor in an amount sufficient to protect Mortenson and other insured parties, or terminate the Agreement pursuant to its terms.

16.8 Certificates of Insurance including copies of the general liability additional insured endorsements shall be filed with Mortenson prior to commencing any Work hereunder. Renewal certificates and endorsements shall be provided to Mortenson not less than ten (10) days prior to the expiration date of any of the required policies. Mortenson shall not be obligated to review certificates or other evidence of insurance, or to advise Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve Subcontractor from, nor be deemed a waiver of Mortenson's right to enforce, the terms of Subcontractor's obligations hereunder. All insurance policies shall contain a provision that coverages and limits afforded thereunder shall not be canceled, or non-renewed, without thirty (30) days prior written notice to Mortenson or ten (10) days' notice for non-payment. Subcontractor shall provide Mortenson written notice of material change to the required insurance thirty (30) days in advance of such change. Mortenson shall have the right to examine any policy required under the Agreement.

16.9 To the extent of coverage afforded by any Builder's Risk, auto physical damage, any other property or equipment floater insurance applicable to the Work, vehicles, Project or equipment used in performance of the Work or the Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Mortenson, Owner, or their respective agents and subcontractors, Mortenson and Subcontractor waive all rights against each other and Owner, and subcontractors, agents and employees each of the other, for loss or damage to the extent that the interests of Mortenson and Subcontractor are covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance provided by Mortenson or Subcontractor that are referred to in this Article require an endorsement to provide a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

16.10 Mortenson and Owner neither represent nor assume responsibility for the adequacy of the Builder's Risk insurance to protect the interests of Subcontractor. It shall be the obligation of Subcontractor to purchase and maintain any supplementary property insurance that it deems necessary to protect its interest in the Work.

16.11 Any deductible amount applied to any loss payable under the Builder's Risk insurance or any other project specific policy purchased by Mortenson or Owner and not reimbursable by Owner, shall be borne by the party or parties that are responsible for the resultant damage, as solely determined by Mortenson. To the extent that no subcontractor or sub-subcontractor of a subcontractor is found responsible for such loss, the deductible amount shall be borne by Subcontractor, if the Subcontractor's Work is damaged, in direct proportion that its individual loss bears to the total loss.

17. INDEMNITY.

See Indemnity Clause attached to the Agreement, which is incorporated herein. In addition to the terms of the Indemnity Clause, Subcontractor binds itself to defend, indemnify, and hold harmless Mortenson in the same manner and to the same extent that Mortenson is bound to defend, indemnify, and hold harmless the Owner or any other party under the Contract Documents, and Subcontractor binds itself to defend, indemnify, and hold harmless the Owner and any other parties that Mortenson is obligated to defend, indemnify, or hold harmless under the Contract Documents in the same manner and to the same extent that Mortenson is obligated to defend, indemnify, and hold harmless the Owner or such other parties under the Contract Documents. Each obligation of Subcontractor to defend, indemnify, and hold harmless Mortenson or any other party is a separate and independent obligation, none of which shall in any way limit the scope or applicability of any other.

18. BONDS.

18.1 If required in the Agreement, Subcontractor shall obtain and furnish to Mortenson performance and payment bonds (the "Bonds") covering the faithful performance of the Agreement and payment of all obligations arising thereunder. The Bonds shall be

written on Mortenson's Subcontractor Performance Bond and Subcontractor Labor and Material Payment Bond forms, each in the full amount of the Subcontract Price. The penal sum of each of the Bonds, at all times, shall be equal to the Subcontract Price. For changes to the Subcontract Price that, in the aggregate, exceed twenty percent (20%) of the original Subcontract Price, Subcontractor shall obtain written consent of its surety for such changes on forms acceptable to Mortenson. The premium for such Bonds, including any additional premiums resulting from increases in the Subcontract Price, shall be included in the Subcontract Price and shall be paid by Subcontractor.

18.2 Subcontractor shall furnish all performance and payment Bonds required by the Agreement within ten (10) days of receipt of the Agreement, but in all events prior to commencement of the Work. Failure to furnish the required Bonds within the specified time is an Event of Default.

18.3 The surety or sureties executing the Bonds shall be authorized to conduct surety business in the state in which the Project is located and shall be listed in the current United States Department of the Treasury Circular No. 570, with an underwriting limitation equal to or greater than the penal sum of the Bonds to be furnished. The surety, or sureties, must have a current A.M. Best rating of A minus (A-) or higher. If the A.M. Best rating of the surety, or sureties, which execute(s) the Bonds subsequently falls below A minus (A-), then Subcontractor shall, within ten (10) days of such change in the published rating or upon receipt of Notice from Mortenson, and at Subcontractor's sole expense, obtain and furnish to Mortenson replacement Bonds executed by a surety, or sureties, in full compliance with the Agreement. The failure of Subcontractor to provide acceptable replacement Bonds within the referenced timeframe shall be a material breach and default of the Agreement.

19. **INTELLECTUAL PROPERTY.** Subcontractor shall pay all royalties and license fees and shall defend, indemnify and hold harmless Mortenson and Owner, and their representatives, from all suits or claims and expenses, including attorneys' fees, arising from any claim that any concept, product, design, equipment, material, process, copyrighted material or confidential information furnished by Subcontractor constitutes an infringement of any patent rights or copyrighted material or is a theft of trade secrets or intellectual property, except to the extent such is expressly required by the Contract Documents.

20. **WARRANTY.** Subcontractor warrants and guarantees that it shall perform all of the Work in a skillful manner, and shall furnish new materials and equipment of good quality, fit for the purpose intended and free from defects and in compliance with all requirements of the Contract Documents; that without cost to Mortenson or Owner it shall promptly correct improper or defective Work, materials or equipment and other work affected by such correction which may be discovered within one year from the date of final acceptance of the Project by Owner. Notwithstanding the foregoing, Subcontractor shall provide any broader guarantee or longer warranty period required by the Contract Documents. Required equipment and system warranty documents and as-built drawings shall be delivered to Mortenson within thirty (30) days of completion of the Work, or such earlier time as required by the Contract Documents. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which Subcontractor has under the Contract Documents. Establishment of the one year time period herein (and any other period elsewhere in the Contract Documents) relates only to Subcontractor's specific obligations to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced.

21. **DISPUTES.**

21.1 If arbitration of disputes is provided for in the Contract, and if Mortenson, in its sole discretion, elects to demand arbitration with Subcontractor as part of joint proceedings with Owner or others in accordance with the Contract, then any dispute between Mortenson and Subcontractor arising out of or relating to the Agreement or regarding any terms contained in the Agreement including, but not limited to, the arbitration provision, or the enforceability of the Agreement, shall be decided by arbitration in the manner provided for in the Contract. If Mortenson elects to so demand arbitration with Subcontractor, arbitration proceedings shall be held, at Mortenson's election, in Minneapolis, Minnesota, such place for arbitration as required by the Contract or as Mortenson may designate.

21.2 If the Contract does not provide for arbitration or if Mortenson elects to demand arbitration with Subcontractor individually, or as part of joint proceedings with others, then, at Mortenson's sole discretion, any dispute between Mortenson and Subcontractor arising out of or relating to the Agreement or any terms contained in the Agreement, including, but not limited to, the arbitration provision, or the enforceability of the Agreement, shall be decided by arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration proceedings shall be held in Minneapolis, Minnesota, or such other place as Mortenson may designate, in its sole discretion.

21.3 Mortenson may enforce its rights to arbitration under Article 21 pursuant to the Federal Arbitration Act and shall be entitled to recover its costs and attorneys' fees incurred in enforcing its right to arbitrate or any other of its rights in Article 21.

21.4 If Mortenson demands arbitration against Subcontractor, Subcontractor agrees not to institute or assert (and to stay) any lawsuits against Mortenson arising out of or relating to the Project or the Agreement.

21.5 Mortenson shall not be required to arbitrate any dispute with Subcontractor unless and until Mortenson has consented and elected in writing to the arbitration of such dispute. The award rendered by the arbitrator(s) pursuant to Article 21 shall be final, and judgment may be entered upon it in accordance with the Federal Arbitration Act in any court having jurisdiction thereof.

21.6 If the Contract Documents provide administrative procedures for resolution of disputes (including, but not limited to, mediation or a meeting of executives), Subcontractor agrees to comply with such procedures and submit any claims or disputes to Mortenson in such manner and time as will permit Mortenson to comply with such administrative procedures. Subcontractor agrees not to institute or assert (and to stay) legal or other proceedings against Mortenson until such administrative procedures and remedies have been exhausted, and agrees to fully reimburse Mortenson for costs and expenses, including reasonable attorney's fees, incurred by Mortenson in the enforcement of this Paragraph.

21.7 Any claim by Subcontractor involving, in whole or in part, acts, errors or omissions of Owner or Architect, or other agents or representatives of Owner, as determined by Mortenson in its sole discretion, shall be subject to and governed by this

Paragraph. Such claim shall be submitted in writing to Mortenson in such time and manner as will permit Mortenson to comply with the Contract. Such claim shall contain a written entitlement narrative and an itemization of pricing for review and approval by Mortenson. If Mortenson, in its sole discretion, determines that the claim as submitted is inadequate or requires revision, Subcontractor shall revise and resubmit such claim. If Mortenson, in its sole discretion, decides not to proceed with such claim, Subcontractor, to the extent it determines to pursue such claim, shall be obligated to pursue such claim directly against Owner or others, and Subcontractor agrees not to institute or assert (and to stay) legal or other remedies against Mortenson until all legal proceedings against Owner or others with respect to such claim are final and complete. If Mortenson, in its sole discretion, decides to proceed with such claim, Subcontractor agrees not to institute or assert (and to stay) legal or other remedies against Mortenson until all legal proceedings against Owner with respect to such claim are final and complete. Subcontractor's right of recovery, arising from acts, errors or omissions of Owner or Architect, or other agents or representatives of Owner, shall be limited solely to that dollar amount and other relief, which is recovered from Owner and Mortenson shall not be liable to Subcontractor for any monies or other relief except those paid to Mortenson by Owner for the benefit of Subcontractor. Subcontractor hereby agrees to waive any right to further payment beyond the Subcontract Price arising out of the acts, errors, or omissions of Owner or Architect, or other agents or representatives of Owner, other than to the extent that Mortenson may receive funds from Owner on behalf of Subcontractor, which funds shall be paid by Mortenson to Subcontractor less costs and expenses incurred by Mortenson in prosecuting such claim.

21.8 Pending final resolution of any dispute or claim, and at all times, Subcontractor shall proceed diligently with performance of the Work.

22. ASSIGNMENT AND SUBLETTING.

22.1 Neither the Agreement nor any monies due or to become due hereunder shall be assigned by Subcontractor without prior written consent of Mortenson. Any assignment without prior written consent of Mortenson shall be of no effect and shall vest no right in the assignee against Mortenson. Mortenson's consent to any assignment shall not relieve Subcontractor of any of its obligations under the Agreement and the Contract Documents, and Subcontractor shall remain as fully responsible for the defaults, acts and omissions of its assignee and all persons directly or indirectly employed by its assignee as it is for its own defaults, acts and omissions and those of its own officers, agents, and employees.

22.2 Subcontractor shall submit to Mortenson a listing of its subcontractors who will perform Work on the Project. Subcontractor shall bind each of its subcontractors to all of the provisions of the Agreement and the Contract Documents with respect to the Work. Mortenson's consent to any subcontracting shall not create any contractual relationship between Mortenson and any subcontractor of Subcontractor to whom the Work or any portion thereof is subcontracted and shall not relieve Subcontractor of its sole responsibility for the work of any such subcontractor.

23. EQUAL OPPORTUNITY; EMPLOYMENT AND SUBCONTRACTING.

23.1 **Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a). Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, sexual orientation, or gender identity, or any other reason prohibited by applicable law. Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.**

23.2 **Mortenson and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans; and qualified individuals on the basis of disability. These regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

23.3 Subcontractor shall comply with all applicable federal, state and local laws, ordinances, orders and regulations with respect to employment practices, including but not limited to requirements for: timekeeping and payment of wages (including overtime pay), meal and rest breaks, minimum and prevailing wages, restrictions on the employment of minors, classification of employees, and anti-harassment policies and training.

23.4 Subcontractor shall comply with any applicable subcontracting, targeted business (MBE, DBE, or WBE), or workforce requirements and goals specified in the Contract between Owner and Mortenson.

24. **CONTINGENT ASSIGNMENT OF AGREEMENT.** Subcontractor hereby consents to assignment of the Agreement by Mortenson to Owner (or Owner's Lender) provided that such assignment is effective only after Owner's termination of the Contract between Owner and Mortenson pursuant to the terms thereof. In such event, Subcontractor agrees to complete the Work for the benefit of Owner (or Owner's Lender), conditioned upon Owner's (or Owner's lender's) written agreement (1) to pay for all labor, material, and services furnished at Owner's request and (2) to pay for all labor, material, and services previously rendered to the extent such amounts are due and payable to Subcontractor under the terms of the Agreement.

25. MISCELLANEOUS.

25.1 Mortenson's waiver of a breach of the provisions of the Agreement must be specifically set forth in writing signed by Mortenson and shall not extend to any other or future breaches. Mortenson's remedies herein are cumulative and in addition to other remedies in law or equity.

25.2 Subcontractor shall perform the Agreement as an independent contractor and is not, and shall not be deemed, an agent or employee of Mortenson.

25.3 If any term or provision of the Agreement is finally determined to be superseded, invalid, illegal or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality or enforceability of the remaining terms or

provisions or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable term or provision or part were deleted.

25.4 The term "Notice" in the Agreement shall mean a communication from Mortenson emailed to Subcontractor's email address in the Agreement, delivered personally by hand (with written confirmation of receipt) or sent to Subcontractor's last known address.

IN WITNESS WHEREOF, Subcontractor and Mortenson herein acknowledge these Standard Terms and Conditions of the Agreement as set forth above.

Subcontractor

M. A. MORTENSON COMPANY

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Subcontract Supplementary Terms and Conditions

Attached to and forming a part of the Agreement between [Subcontractor] and Mortenson, effective as of [Subcontract Date].

1. Paragraph 2.13.3 of the A133 Standard Agreement is re-stated and expressly incorporated into the Agreement as follows:

§ 2.13.3 Subcontractor warrants that all materials and equipment included in the Work will be new unless otherwise specified and that the Project will be of first class quality free from improper workmanship and defective materials in conformance with the Drawings and Specifications and other Contract Documents. The Construction Manager shall obtain from the responsible Subcontractor correction of any and all portions of the Project which do not strictly comply with the Contract Documents or do not conform with good workmanlike performance for a period of two (2) years from the Date of Substantial Completion of the Project or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. If corrective work is performed during the warranty period, the warranty period for the system or component shall be extended for no less than one (1) additional year from the date of completion of the warranty work or from the date of the expiration of the original warranty, whichever is greater. During the second warranty year or any extended warranty under this section, the Owner shall coordinate and schedule directly with the responsible subcontractor without notice to the Construction Manager.

2. Paragraph 11.5 of the A133 Standard Agreement is re-stated and expressly incorporated into the Agreement as follows:

§ 11.5.1 This Agreement shall be governed by the laws of Illinois.

§ 11.5.2 Subcontractor acknowledges that this is a public works project governed by the Illinois Prevailing Wage Act. Subcontractors shall account for and pay its laborers not less than the established prevailing rate of wages. 820 ILCS 130/1 et seq.

§ 11.5.3 Subcontractor represents that it has in place a Sexual Harassment Policy in accordance with the Illinois Human Rights Act prior to commencement of work on the Project. 775 ILCS 5/1-105.

§ 11.5.4 Subcontractor represents that it does not discriminate in its hiring practices based upon race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service. 775 ILCS 5/2-1053; 44 Ill. Admin. Code Section 750 et seq.

§ 11.5.5 Subcontractor represents that it is in conformance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

§ 11.5.6 Subcontractor by execution of this Agreement certifies it is not barred from contracting as a result of bid rigging or bid rotation. 720 ILCS 5/33 E-11.

§ 11.5.7 Upon direction of Owner, each employee of Subcontractor who shall have daily contact with students at one of the Owner's premises shall submit to a criminal background check at Owner's expense.

- 3. Paragraph 1.2.4 of the A201 General Conditions of the Standard Agreement is re-stated and expressly incorporated into the Agreement as follows:

§1.2.4 If any two or more provisions of the Contract Documents conflict, and such conflict relates to the quantity or quality of the Work, the Subcontractor agrees to provide the greater quantity and/or better quality of such Work.

- 4. Paragraph 2.5 of the A201 General Conditions of the Standard Agreement is re-stated and expressly incorporated into the Agreement as follows:

§2.5 **OWNER'S RIGHT TO AUDIT.** The Subcontractor shall keep full and accurate records of all labor and material costs incurred and items billed in connection with the performance of the Work, which records shall be open to audit by the Owner or its authorized representatives during performance of the Work and until three years after Final Payment.

- 5. Paragraph 5.3 of the A201 General Conditions of the Standard Agreement is re-stated and expressly incorporated into the Agreement as follows:

§ 5.3 SUBCONTRACTUAL RELATIONS

Each Subcontractor acknowledges: (1) that the Owner is an intended third party beneficiary of each Subcontract between the Contractor and Subcontractor; (2) that notwithstanding any contract provision to the contrary, Subcontractor shall be bound to perform the Work in accordance with these AIA A201 general conditions, as amended; and (3) that the Subcontractor is not a third party beneficiary of the construction management contract between Contractor and Owner.

IN WITNESS WHEREOF, Subcontractor and Mortenson herein acknowledge these Supplementary Terms and Conditions as set forth above.

Subcontractor

M. A. MORTENSON COMPANY

By _____

By _____

Its _____

Its _____

**M. A. MORTENSON COMPANY
SUBCONTRACT AGREEMENT**

INDEMNITY - Article 17 of the Standard Terms and Conditions

Illinois

The following Article 17 is attached to and forms a part of the Standard Terms and Conditions of the Agreement between Subcontractor and Mortenson.

17.1 To the fullest extent permitted by law, Subcontractor shall defend and indemnify Mortenson and all others whom Mortenson is obligated to defend and indemnify by the Contract Documents, (collectively "the indemnified parties") from and against any and all suits or claims alleging damages, losses and expenses, including attorneys' fees, attributable to injuries to persons or damage to property (including loss of use), arising out of or resulting from Subcontractor's Work, including all suits and claims for which any or all of the indemnified parties may be or may be claimed to be liable, and including all suits and claims that arise during and after construction of the Project, but only to the extent that such suits and claims also arise out of Subcontractor's negligence or other wrongful conduct. Subcontractor understands and agrees that this Paragraph obligates Subcontractor to defend the indemnified parties from all suits and claims that allege negligence or other wrongful conduct on the part of the indemnified parties, and to pay all costs of defense of the indemnified parties, including attorneys fees and ancillary costs and expenses incurred by the indemnified parties. Subcontractor understands and agrees that this Paragraph also obligates Subcontractor to pay any and all attorneys fees and expenses incurred by any of the indemnified parties in connection with enforcing the obligations of this Article 17.

17.2 Subcontractor further agrees to obtain, maintain and pay for commercial general liability insurance which conforms to Article 16, including completed operations coverages, and such other insurance types and limits as are specifically required by Article 16, to secure the provisions of this Article 17.

17.3 Subcontractor understands and agrees to undertake these obligations regardless of whether the injured person asserting a suit or claim is an employee of Subcontractor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Subcontractor's indemnity obligation under this Article 17 shall not be limited in any way by the operation of a workers' or workmen's compensation act, any disability act, or any other employee benefit act.

17.4 Subcontractor and Mortenson agree that this Article 17 complies with the requirements of 740 ILL. COMP. STAT 35/1.

.IN WITNESS WHEREOF, Subcontractor and Mortenson herein acknowledge this Indemnity Clause as set forth above.

Subcontractor

M. A. MORTENSON COMPANY

By _____

By _____

Its _____

Its _____

Exhibit A - Scope of Work

Attached to and forming a part of the Agreement between [Subcontractor] and Mortenson, effective as of [Subcontract Date].

The Work shall include the following, without limitation:

1. All Work required by the Contract Documents within the following specification sections:

[Specification sections included in the Work]

2. Without limitation, the following items are included in the Work of the Agreement:

- a. [List additional details of Work included in the scope to clarify or expand on what is stated in section 1 above]

IN WITNESS WHEREOF, Subcontractor and Mortenson herein acknowledge this Exhibit A as set forth above.

Subcontractor

M. A. MORTENSON COMPANY

By _____

By _____

Its _____

Its _____

Exhibit C - Schedule

Attached to and forming a part of the Agreement between [Subcontractor] and Mortenson, effective as of [Subcontract Date].

Subject to Paragraph 6.1 of the Terms and Conditions, Subcontractor shall prosecute and complete the Work in accordance with the [Name or Title of construction schedule] dated [Schedule Date].

Subcontractor shall comply with the schedule dates and durations listed. Any work causing disruptions to the Owner's operations shall be conducted on off hours, at the discretion of Mortenson.

ALL SUBMITTALS ARE DUE WITHIN (1) WEEK OF CONTRACT NOTICE TO PROCEED, unless specifically modified by Mortenson.

If, the opinion of Mortenson, the Subcontractor is behind schedule and is so notified by Mortenson in writing, the Subcontractor shall employ such means as overtime work, multiple work shifts, additional equipment, and the like, all without additional compensation, and shall continue to do so until the progress of the Work is, at Mortenson's discretion, in conformance with the updated construction schedule. Subcontractor shall furnish a daily recovery schedule, inclusive of location and crew size as requested by Mortenson.

IN WITNESS WHEREOF, Subcontractor and Mortenson herein acknowledge this Exhibit C as set forth above.

Subcontractor

M. A. MORTENSON COMPANY

By _____

By _____

Its _____

Its _____

College of DuPage – Cleve Carney Gallery Expansion
425 Fawell Blvd., Glen Ellyn, IL 60137
MORTENSON PROJECT NO. [project #]

Exhibit D - Contract Documents List

Attached to and forming a part of the Agreement between [Subcontractor] and Mortenson, effective as of [Subcontract Date].

The Contract Documents include the following:

[REFER TO CONTRACT DOCUMENTS LIST IN BID MANUAL SECTION 10]

IN WITNESS WHEREOF, Subcontractor and Mortenson herein acknowledge this Exhibit D as set forth above.

Subcontractor

M. A. MORTENSON COMPANY

By _____

By _____

Its _____

Its _____

Exhibit E – Safety Program Requirements

Attached to and forming a part of the Agreement between [Subcontractor] and Mortenson, effective as of [Subcontract Date].

At Subcontractor's cost, Subcontractor shall have a safety program for the Work that includes the safety requirements contained in the below published safety programs, all of which are incorporated herein by reference:

- Mortenson Zero Injury Training Program Manual (hereinafter the "Zero Injury Manual")
- Mortenson Mobile Crane Training Manual
- Mortenson Forklift Training Program Manual
- Mortenson Disruption Avoidance Training Manual

Subcontractor agrees to perform the safety obligations in the above referenced manuals and agrees to perform such obligations with respect to its Work in the same manner that the manual references safety steps to be taken by, or the safety obligations of, Mortenson. In addition, Subcontractor agrees to abide by any additional safety programs at the Project which are made available to Subcontractor. Subcontractor agrees that it shall obligate its subcontractors and suppliers to adhere to the requirements of Article 11 of the Subcontract Agreement Standard Terms and Conditions and this Exhibit E.

I. Requirements On All Mortenson Projects

A. Zero Injury Manual

1. To the extent the Zero Injury Manual imposes requirements and policies applicable to Mortenson employees, then Subcontractor agrees to require its employees to adhere the same requirements of such policies. Subcontractor's attention is drawn to the below listed requirements detailed in the Zero Injury Manual. Identification by Mortenson of these requirements shall in no way diminish or otherwise limit application of the above listed manuals to Subcontractor's Work or Article 1.3 of the Subcontract Agreement Standard Terms and Conditions.
 - a) Subcontractor shall provide a written site-specific safety program related to the Work, as detailed in Section 1 of the Zero Injury Manual, before the start of Work which shall address each item contained in Section 1 of the Zero Injury Manual.
 - b) Subcontractor shall provide a written job hazard analysis ("JHA"), as detailed in Section 12 of the Zero Injury Manual, for each portion of the Work.
 - c) Subcontractor shall adhere to the Hazard Communication program at the Project, the requirements for which are detailed in Section 25 of the Zero Injury Manual.
 - d) Subcontractor shall complete daily written pre-task plans for each item of Work, or more frequently as conditions at the Project change or require. The pre-task planning process is detailed in Section 12 of the Zero Injury Manual.

- e) Subcontractor shall provide hand protection to its employees equal to or greater than ANSI cut level 4 and require to wear at all times, except when wearing gloves is perceived as a greater risk or limits the dexterity required for a task. Exceptions must be identified and accepted on the IWP/JHA by a Mortenson onsite safety engineer, superintendent, or foreman prior to deviation from this policy. Before the work is performed, acceptance of this deviation must be noted by the foreman or supervisor for the worker on the Safety Pretask Plan Card for the applicable activity. Hand protection need not be worn during meals and breaks provided that the area is free from items or tasks that pose a risk of hand injury. See additional hand protection requirements detailed in Section 27B of the Zero Injury Manual while performing work at the Project.
- f) Subcontractor shall promptly conduct post-accident investigations for any accidents that occur during completion of the Work and investigations of near-miss incidents related to the Work. In this provision, an accident is any incident that results in any injury to an employee of Subcontractor or any property damage caused by actions performed during completion of the Work. A near-miss is any incident that has all the attributes of an accident but, by mere chance, injury to a Subcontractor employee or property damage was avoided. Subcontractor's investigations shall be consistent with the requirements of Section 4 of the Zero Injury Manual and a written report on the investigation shall be provided to Mortenson.
- g) All Subcontractor employees are required to wear eye protection, a high-visibility vest, long pants, a sturdy working boot and a hard hat at all times while at the Project. Section 27A and 27B of the Zero Injury Manual addresses additional requirements for Subcontractor's employees regarding personal protective equipment.
- h) Pursuant to the requirements Section 36 of the Zero Injury Manual, Subcontractor shall (i) conduct a risk assessment of expected onsite activities related to falling objects; and (ii) develop a site specific falling object prevention and protection plan. Further requirements on protecting against falling objects are contained in Sections 36 the Zero Injury Manual.
- i) Subcontractor acknowledges the requirement for positive fall restraint and fall protection for all fall hazards over six feet. Subcontractor acknowledges the requirement for positive fall restraint for its personnel in aerial lifts. Further details on fall protection that govern the Work are contained in Sections 10 and 11 of the Zero Injury Manual.

B. Subcontractor On-Site Safety Professionals

1. Subcontractor shall provide on-site safety professionals at the Project if required pursuant to Section 3 of the Zero Injury Manual.
2. Unless a more stringent requirement for use of an on-site safety professional is listed below in Section II (if applicable), Section 3 of the Zero Injury Manual requires that if Subcontractor, at any time, has 50 craft workers or more on the project site (including the craft workers of any of its subcontractors and suppliers of any tier), then Subcontractor must have a project-specific safety professional on site part-time when the workforce is below 50 craft workers and full-time when the workforce reaches or

exceeds 50 workers. Additional Subcontractor safety personnel are also required on a proportional basis if the number of craft workers reaches or exceeds 60 craft workers.

3. Refer to Section 3 of the Zero Injury Manual for additional details.

C. Return to Work/Injury Case Management Plan

Subcontractor shall submit to Mortenson a written site-specific return to work/injury case management plan which shall detail Subcontractor's goals and policies on returning employees to work following an injury. Subcontractor's policy may include offering light duty or transitional work following an injury (if such work or duty is possible given the nature of the injury). Mortenson may object to the plan if, in its reasonable opinion, the plan does not establish reasonable actions or goals on returning employees to work or light duty following an injury. Submission of the plan to Mortenson by Subcontractor shall not be deemed to be agreement or assent by Mortenson to any portion or part of the plan.

D. Written Silica Protection Policy

Subcontractor shall implement a silica protection plan for the Work which shall meet or exceed all laws and regulations (including applicable OSHA regulations) related to the protection of its employees against exposure to silica levels in excess of levels permitted by laws and regulations (including applicable OSHA regulations).

E. Drug- and Alcohol-Free Workplace

1. Subcontractor agrees to implement and maintain a drug- and alcohol-free workplace program at the Project applicable to all Subcontractor employees, subcontractors and suppliers performing Work at the Project site. Subject to applicable law and collective bargaining agreements, Subcontractor's program shall be no less stringent than Mortenson's Drug- and Alcohol-Free Workplace Policy, and shall comply with any additional requirements of Owner or Mortenson for the Project.
2. Specifically, subject to applicable law and collective bargaining agreements, Subcontractor's drug- and alcohol-free workplace program shall provide that:
 - Subcontractor's employees shall not perform Work or be present at the Project site while under the influence of drugs, alcohol or an intoxicating substance.
 - Subcontractor's employees shall not use or possess any illegal drugs or alcohol at the Project site.
 - Subcontractor shall comply with U.S. Department of Transportation ("DOT") drug and alcohol regulations with respect to all employees covered by such DOT regulations.
3. Subcontractor's drug- and alcohol-free workplace program shall include, subject to applicable law and collective bargaining agreements, pre-employment testing, testing following an accident or reasonably significant near miss, reasonable suspicion testing, and unannounced or random testing. Subcontractor shall immediately investigate any allegation of a Subcontractor employee performing work while under the influence of drugs, alcohol or an intoxicating substance, or using or possessing alcohol or an illegal drug at the Project site, and shall take all appropriate precautions to ensure the safe performance of the work during such investigation.

4. Subcontractor shall immediately remove from the Project site any Subcontractor employee who is found to be in violation of Subcontractor's drug- and alcohol-free workplace program, this Exhibit E, or other requirements. The return of such employee to the Project site shall be subject to compliance with the requirements a "last chance" program and any Owner requirements or approvals.
5. In this Section E, terms are defined as follows (even if not capitalized):
 - a) Drug means: A controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, including cocaine, opiates, marijuana, amphetamines, phencyclidine (PCP), barbiturates, benzodiazepines, propoxyphene, methadone and methaqualone.
 - b) Illegal Drug means any drug (including synthetic drugs) the use or possession of which is illegal under federal, state, or local law, as well as prescription medication which is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription issued by a licensed health care professional. Because federal law does not recognize state law exceptions for legal recreational or medical use of marijuana, the term "illegal drug" includes marijuana, even if state law allows such recreational or medical use.
 - c) Intoxicating substance means: Drug(s) or alcohol or any substance, the use of which, impairs work behavior or performance of work obligations at the Project in a manner to be unsafe.
 - d) Under the influence of drugs, alcohol or an intoxicating substance means: (1) the presence of alcohol in the individual's system that equals or exceeds a blood alcohol content of .04 percent; (2) presence of any detectable amount of an Illegal Drug or its metabolites demonstrated by a confirmed positive drug test result; (3) behavior, performance, appearance, speech, or bodily odors that lead a supervisor or manager to reasonably suspect that the team member is impaired by alcohol or an intoxicating substance, or is using alcohol or an intoxicating substance during working time or on Project .
 - e) Accident means: An incident at the Project that involves: 1) personal injury to workers or others which necessitates treatment by a medical professional, or results in lost work time; or 2) damage to property at the Project. and in either case where there is a reasonable basis to believe drug or alcohol use could have contributed to the incident.
 - f) Reasonably significant near miss means: An incident that has all the attributes of an accident but, except that no harm was caused to persons or property.
 - g) Reasonable suspicion means: A basis for forming a belief based on specific facts and rational inferences drawn from those facts that lead a supervisor or manager to reasonably suspect that an employee is under the influence of drugs, alcohol or an intoxicating substance while at the Project or while performing the Work. Reasonable suspicion may be based on specific, contemporaneous, articulable observations by a Mortenson supervisor concerning the appearance, behavior, speech or body odors of a team member, and may include indications of the chronic and withdrawal effects of controlled substances.

F. Training

1. Subcontractor agrees that each of its employees at the Project or completing the Work shall attend three orientation training sessions provided by Mortenson (Orientation 1 [also known as first-day, first-hour which shall be completed before performing any work at the Project], Orientation 2 and Orientation 3). Orientation 2 and Orientation 3 shall be completed as soon as reasonably practicable after Orientation 1 and as detailed in the Zero Injury Manual.
2. Additionally, Subcontractor agrees that all its superintendents, foremen and Project supervisors, including members of its leadership that are overseeing any part of the Work, shall attend Mortenson's "Committed At The Top Zero Injury Program" training sessions.
3. Subcontractor shall conduct daily safety meetings or daily toolbox safety talks at the Project for all Subcontractor's employees at the Project to discuss safely performing any specific items of Work anticipated during the day of the meeting and reminding employees to perform all Work in a safe manner.

G. Safety Audits and Inspections

Subcontractor shall conduct and document regular safety program audits and daily safety inspections to determine if the Work is being performed in a safe manner. The written results of such inspections must be submitted to Mortenson at least weekly.

H. Bend-and-Stretch

Subcontractor agrees and acknowledges that each of its employees at the Project (regardless as to position) shall participate in the daily Mortenson-led morning stretching program at the time established by Mortenson.

I. Housekeeping

Subcontractor shall create and submit to Mortenson a housekeeping management plan that addresses adequate and sufficient daily clean-up, material storage and electrical cord management.

J. Use of Equipment

- A. Subcontractor shall permit only those of its employees qualified by training or experience to operate equipment and machinery. Subcontractor must train each of its affected employees in the manner required by applicable law and regulation.
- B. All boom-type aerial work platforms used in performance of the Work or at the Project must be equipped with secondary anti-crush guarding that is provided by the Original Equipment Manufacturer (OEM) or approved by the OEM and installed by a qualified technician.

K. Material Handling Plans.

Manual handling of materials accounts for 40% of all significant types of injuries. For this reason, all scopes of work to be performed on the project shall have documented material handling plans submitted prior to work taking place and reviewed by the Mortenson project team. The crew performing the work shall review, understand and sign off on the plan. Refer to the Mortenson Project Team for obtaining the Material Handling Template

IN WITNESS WHEREOF, Subcontractor and Mortenson herein acknowledge this Exhibit E as set forth above.

Subcontractor

M. A. MORTENSON COMPANY

By _____

By _____

Its _____

Its _____

Exhibit F – Quality Program Requirements

Attached to and forming a part of the Agreement between [Subcontractor] and Mortenson, effective as of [Subcontract Date].

The Quality Program Requirements set forth in this Exhibit F are designed to further the goals of performing the Work correctly the first time, planning and coordinating the Work, eliminating errors, eliminating rework, maintaining efficient trade flow, and avoiding unnecessary delays. Accordingly, the Quality Program Requirements necessarily require close coordination with Mortenson.

- 1) Subcontractor shall designate a quality representative (the “Quality Representative”) with responsibility to manage on behalf of Subcontractor all aspects of the quality process described in this Exhibit F.
- 2) Subcontractor shall participate in a preconstruction meeting with Mortenson at a time scheduled by Mortenson. The Quality Representative, among other Subcontractor personnel, shall attend the preconstruction meeting, as one of the purposes of the meeting will be to review the quality requirements for the Work under the Contract Documents.
- 3) A Definable Feature of the Work (sometimes referred to as a DFW) is defined as a task which is separate and distinct from other tasks, and has the same control requirements and work crews. For purposes of this Exhibit F, the Definable Features of the Work are:

[List Definable Features of the Work]

- 4) Subcontractor shall, within __ calendar days of execution of the Agreement (unless required earlier by the construction schedule), submit to Mortenson a site-specific Quality Management Plan covering all of the Work, including Work to be performed by subcontractors and suppliers at any tier to Subcontractor. The plan shall include the following:
 - a) An organizational chart of Subcontractor personnel assigned to the Project with roles and responsibilities, including the identity of the Quality Representative.
 - b) Identification of individuals responsible for performance of inspection of various aspects of the Work.
 - c) The name, qualifications, duties and responsibilities of each person assigned to a quality control function.
 - d) A description of subcontractor's procedure for ensuring that the most current drawing updates, specification updates, requests for information, changes to the Contract Documents, and requirements of approved shop drawings will be processed, tracked and communicated to both office and field team members and will be incorporated into the as-built documents.
 - e) A log to identify and track all testing required by the Contract Documents and applicable codes.
 - f) A complete list of closeout deliverables required under the Contract Documents, including operation and maintenance manuals, warranties, guarantees, and extra stock materials.
 - g) Checklists for all inspections required by the Quality Management Plan.

If Mortenson provides comments on the Quality Management Plan, Subcontractor shall address Mortenson's comment and resubmit the Quality Management Plan to Mortenson.

- 5) Subcontractor shall participate in a phase planning meeting with Mortenson and other subcontractors for the purpose of determining appropriate trade flow and further development of schedule details.
- 6) In collaboration with Mortenson, Subcontractor shall develop an integrated work plan for each Definable Feature of the Work describing how the Work (including Work performed by its subcontractors and suppliers at any tier to Subcontractor) will be installed. The integrated work plan shall outline requirements for the following:
 - a) Safety
 - b) Quality
 - c) Site utilization and access
 - d) Schedule and work sequences (including where the work will start and what direction the work will proceed)
 - e) Manpower and other resources
 - f) Utilities needed for performance of the Work
 - g) Equipment needed for performance of the Work
 - h) Establishing conformity of materials with the Contract Documents and approved shop drawings
 - i) Material handling
 - j) Industry standards, references and best practices
 - k) Installation processes.

The integrated work plan for each Definable Feature of the Work shall be submitted to Mortenson at least one week prior to the Preparatory Meeting. If Mortenson provides comments on the integrated work plan, Subcontractor shall address Mortenson's comments and resubmit the integrated work plan to Mortenson. Subcontractor shall train its installation crews on the content of the IWP and perform the Work in accordance with the IWP. If any modifications to the IWP are required as a result of changed or unforeseen conditions, a revised IWP shall be submitted to and reviewed with Mortenson prior to commencement of the Work affected by the changed or unforeseen conditions, unless otherwise directed by Mortenson in writing.

For each Definable Feature of the Work, Subcontractor shall participate in a [pre-preparatory meeting](#) and a preparatory meeting (the "Preparatory Meeting") to be scheduled by Mortenson prior to commencement of the applicable Work. The Quality Representative and the foreman or superintendent directly responsible for the installation of the applicable Work shall participate in [the pre-preparatory meeting](#) and the Preparatory Meeting. The purpose of the Preparatory Meeting will be to review the following in order to determine whether the installation is ready to proceed:

- a) requirements of the drawings and specifications;
 - b) verification that all submittals have been submitted and approved;
 - c) required inspections and testing;
 - d) the Integrated Work Plan;
 - e) status of completion of predecessor activities;
 - f) Delivery status of required materials and availability of required labor; and
 - g) other matters related to the installation of the Work.
- 7) Subcontractor shall schedule the preparation and submission of all submittals related to each Definable Feature of the Work to allow approval of such submittals prior to the Preparatory Meeting.
- 8) If during the Preparatory Meeting it is determined that Subcontractor is not ready to proceed with the installation of the DFW, Subcontractor shall participate in additional Preparatory Meetings until it is determined that Subcontractor is adequately prepared to commence with the applicable Work.
- 9) Subcontractor shall participate in and/or perform the following quality inspections of the Work (which may be at the Project site or at another location), at a minimum:
- a) An inspection of each mock up that may be required by the Subcontract or Contract Documents.
 - b) For each Definable Feature of the Work, an initial inspection (the "Initial Inspection") shall be conducted jointly by Mortenson and Subcontractor upon the completion of the installation of the first portion of the Work. The purpose of the Initial Inspection is to verify that the installation process is consistent with the requirements of the integrated work plan and that the Work conforms to the Contract Documents. If the installation process is not consistent with the integrated work plan, Subcontractor shall modify its installation process to conform to the integrated work plan or appropriately modify its integrated work plan. If the Work does not conform to the requirements of the Contract Documents, Subcontractor shall correct the Work immediately and in all cases before performing any additional Work.
 - c) If any modifications are required to be made to the to the IWP as a result of the Initial Inspection, Subcontractor shall submit the modified plan to Mortenson for Mortenson's review and comment prior to continuing with the installation.
 - d) Follow up inspections, to be performed by Subcontractor for each Definable Feature of Work as follows:
 - i) An inspection upon receipt of each delivery of equipment or materials that will be incorporated into the Work to ensure that the equipment or materials conform to the requirements of the Contract Documents.
 - ii) On-going inspections shall be performed periodically as the Work progresses, at least in definable areas determined by Mortenson (for example, by room, area, elevation, or other) or at a frequency determined by Mortenson.
 - iii) Cover-up inspections, before any in-wall work is covered up and made inaccessible by the successor trades. Cover-up Inspections shall be conducted and all work identified as deficient shall be corrected before the Work is made inaccessible.
 - iv) A pre-final inspection, when Subcontractor believes that all Work is complete.

- v) A final inspection, after all non-conforming work previously identified has been corrected and Subcontractor believes the Work is complete, in order to verify that the Work is complete and acceptable.
 - e) For each inspection described above, Subcontractor shall use checklists and other quality control documents that may be required in the integrated work plan or the Contract Documents or that are jointly developed by Subcontractor and Mortenson.
- 10) Nothing in this Exhibit F shall be deemed to diminish in any way Subcontractor's responsibility for its means and methods, the quality and safety of the Work, performance of the Work as required by the construction schedule, or Subcontractor's compliance in all respects with the Contract Documents. Subcontractor retains sole responsibility for all such matters.
- 11) Subcontractor shall maintain at the Project site and make available to Mortenson upon request any industry references, standards, best practices, or installation guidelines that are referenced by the Contract Documents or that directly pertain to the installation or acceptance of the Work.
- 12) Subcontractor shall ensure that all tools and devices used for measuring installed Work are in good and operable condition and are precise enough to accurately measure the Work within specified tolerances. Measuring devices that are required to be calibrated shall be properly marked and the date of their calibration shall be displayed. Upon request by Mortenson, Subcontractor shall furnish documentation of calibration.
- 13) Subcontractor shall maintain current as-built drawings (and building information models if such models are used by Subcontractor) as the Work progresses, and shall, at any time upon request, make them available for review by Mortenson or submit them to Mortenson.

IN WITNESS WHEREOF, Subcontractor and Mortenson herein acknowledge this **Exhibit F** as set forth above.

Subcontractor

M. A. MORTENSON COMPANY

By _____

By _____

Its _____

Its _____

Exhibit G – Collective Bargaining Agreements

Attached to and forming a part of the Agreement between [Subcontractor] and Mortenson, effective as of [Subcontract Date].

Subcontractor acknowledges that Mortenson is signatory to certain collective bargaining agreements with trade unions (the Unions) as listed below. Subcontractor further acknowledges that Mortenson is required by such agreements to perform all work that is within the scope and jurisdiction of the collective bargaining agreements, only with workers who are members of one or more of the Unions, including work performed at the Project site by subcontractors. Subcontractor agrees that to the extent the Work at the Project site falls within the scope and jurisdiction of one or more of the collective bargaining agreements, Subcontractor shall comply with and adhere to all of Mortenson’s obligations with respect to such agreements.

Mortenson is signatory to the following collective bargaining agreements:

1. **Carpenters** - Chicago Regional Council of Carpenters
2. **Laborers** - Construction and General Laborers District of Chicago and Vicinity
3. **Operating Engineers** – Operating Engineers Local 150
4. **Plasterers and Cement Masons**

IN WITNESS WHEREOF, Subcontractor and Mortenson herein execute this Exhibit G to the Subcontract Agreement as set forth above.

M. A. MORTENSON COMPANY

Subcontractor

By _____

Its _____

By _____

Its Project Manager

Part 6
Bond Forms

Part 6 – Bond Forms

BOND PROCEDURES

- 1) The Subcontractor shall follow the procedures outlined below in issuing the required performance and payment bonds.
- 2) Direct your surety company to execute the performance and payment bonds on the enclosed forms ONLY. No other bond forms will be accepted.
- 3) The surety on the bonds must be licensed to do business in the state in which the referenced work is located and must be listed by the U.S. Treasury Department as acceptable for bonding Federal projects. The bond amount must be within the limit set by the Treasury Department as the maximum amount allowed on any single contract.
- 4) The surety's attorney-in-fact signing the bonds must attach a current and valid certified copy of his power-of-attorney to each of the bonds.
- 5) Each bond must be dated the same date of the Subcontract Agreement or later.
- 6) Each bond must be in a sum equal to 100% of the Subcontract price.
- 7) Every subcontract must be secured by payment and performance bonds, each in an amount equal to 100 percent of the contract amount, issued on Mortenson's standard bond forms.

**SUBCONTRACTOR
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that _____

(Here insert full name and address or legal title of Subcontractor),

as Principal, hereinafter called Subcontractor, and, _____

(Here insert full name and address or legal title of Surety),

as Surety, hereinafter called Surety, are held and firmly bound unto M. A. Mortenson Company, as Obligee, hereinafter called Obligee, in the amount of _____

_____ Dollars (\$ _____), (the "Bond Sum")

for the payment whereof Subcontractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, Subcontractor has, by written agreement dated as of _____, 20____, entered into a Subcontract Agreement with Obligee, hereinafter called Subcontract, for, _____

_____, _____,

(Here insert name and location of the project and description of the subcontract work)

which Subcontract is by reference made a part hereof.

WHEREAS, the Subcontract provides that Obligee may order changes to the Work of Subcontractor, and, in the event of such changes to the Work, Subcontractor and Surety consent, without the necessity for any further authorization, to increase the Bond Sum, if and as such changes to the Work are ordered, in an amount equal to the increase in the Subcontract Price resulting from each such change to the Work, up to an aggregate amount equal to twenty percent (20%) of the original Bond Sum.

NOW THEREFORE, Subcontractor and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns as provided herein.



THE CONDITION OF THIS BOND is such that, if Subcontractor shall promptly and faithfully perform the Subcontract and any warranties and guaranties required under the Subcontract, then this Bond shall be null and void; otherwise it shall remain in full force and effect.

Whenever Subcontractor shall be, and is declared by Obligeo to be in default under the Subcontract, Obligeo having performed Obligeo's obligations thereunder, Surety may promptly remedy the default, or shall promptly

1) Complete the Subcontract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Subcontract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Obligeo elects, upon determination by Obligeo and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligeo, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Subcontract Price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the Bond Sum. The term "cost of completion" includes, without limitation, responsibilities of Subcontractor for correction of defective work and completion of the Subcontract, Obligeo's legal and design professional costs resulting from Subcontractor's default, and all damages recoverable under the Subcontract, including delay damages.

The term "balance of the Subcontract Price," as used in this paragraph, shall mean the total amount payable by Obligeo to

Subcontractor under the Subcontract and any amendments thereto, less the amount paid by Obligeo to Subcontractor.

Any suit under this Bond must be instituted before the expiration of the time period in which suits may be brought under the Subcontract by Obligeo in the jurisdiction where the Subcontract is to be performed, such period to be computed from the later of (1) the date of Subcontractor default; or (2) the date Surety refuses or fails to perform its obligations under this Bond, or (3) the date of substantial completion of the Project as established by the contract documents.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than Obligeo named herein or the heirs, executors, administrators, or successors of Obligeo.

Obligations of Surety shall not be affected by any changes or alterations which may be made to the terms of the Subcontract or the work to be performed, any time extensions granted for the performance of the Subcontract, or any forbearances on the part of Obligeo. Surety hereby waives notice of such extensions or forbearances, and of any change to the Subcontract.

Surety shall not be liable to Obligeo in excess of the Bond Sum, as such Bond Sum may be adjusted as provided herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, 20_____.

(Witness)

(Subcontractor as Principal) (Seal)

(By) _____

(Title)

(Witness)

(Surety) (Seal)

(By) _____

(Title)

(Bonds must be accompanied by a notarized power of attorney authorizing the above signature on behalf of Surety)

**SUBCONTRACTOR
LABOR AND MATERIAL PAYMENT BOND**

**THIS BOND, ISSUED SIMULTANEOUSLY WITH A PERFORMANCE BOND, RUNS
IN FAVOR OF OBLIGEE AND CLAIMANTS CONDITIONED ON THE FULL AND
FAITHFUL PERFORMANCE OF THE SUBCONTRACT**

KNOW ALL PERSONS BY THESE PRESENTS: that _____

(Here insert full name and address or legal title of Subcontractor),

as Principal, hereinafter called Subcontractor, and, _____

(Here insert full name and address or legal title of Surety),

as Surety, hereinafter called Surety, are held and firmly bound unto M. A. Mortenson Company, as Obligee, hereinafter called Obligee, and Claimants, as hereinafter defined, in the amount of _____

_____ (\$ _____), (the "Bond Sum") for the payment whereof Subcontractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, firmly by these presents.

WHEREAS, Subcontractor has, by written agreement dated as of _____, 20____, entered into a Subcontract Agreement with Obligee, hereinafter called Subcontract, for _____

_____, _____

(Here insert name and location of the project and description of the subcontract work),

which Subcontract is by reference made a part hereof.

WHEREAS, the Subcontract provides that Obligee may order changes to the Work of Subcontractor, and, in the event of such changes to the Work, Subcontractor and Surety consent, without the necessity for any further authorization, to increase the Bond Sum, if and as such changes to the Work are ordered, in an amount equal to the increase in the Subcontract Price resulting from each such change to the Work, up to an aggregate amount equal to twenty percent (20%) of the original Bond Sum.

NOW THEREFORE, Subcontractor and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns to Obligee to pay for labor, materials, and equipment provided for use in the performance of the Subcontract.

THE CONDITION OF THIS BOND is such that this obligation shall be null and void if Subcontractor:

- a.) with respect to Obligee, i) promptly makes payment, directly or indirectly, for all sums due Claimants (as defined below), and ii) defends, indemnifies, and holds harmless Obligee from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is, or is alleged to be, for payment for labor, materials or equipment provided in connection with or relating to performance of the Subcontract, and
- b.) with respect to Claimants, promptly makes payment to all Claimants as hereinafter defined, for all labor, materials and equipment used or reasonably required for use in the performance of the Subcontract.

Otherwise this Bond shall remain in full force and effect, subject, however to the following conditions:

1. A Claimant is defined as an individual or entity who provides labor, materials or equipment for the performance of the Subcontract and who further: (a) provides such labor material or equipment pursuant to a direct contract with Subcontractor; (b) could assert a mechanic's lien for such labor, materials or equipment in the jurisdiction where such labor, materials or equipment were provided; or (c) has rights, directly or indirectly, arising out of the provision of such labor, materials or equipment against Obligee or a surety of Obligee, if any.

2. Subcontractor and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined, who has not been paid in full before the expiration of a period of one hundred twenty (120) days after the date on which the last of such Claimant's work or labor was done or performed, or materials or equipment were provided by such Claimant, may sue on this Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. Obligee shall not be liable for the payment of any costs or expenses, including attorneys' fees, of any such suit.

3. No suit or action shall be commenced hereunder by any Claimant:

a) Unless Claimant shall have given written notice to Obligee and Surety, within one hundred twenty (120) days after such Claimant did or performed the last of its work or labor, or provided the last of its materials or equipment for which said claim is made, stating with substantial accuracy the nature and amount of its claim and the name of the party to whom such materials or equipment were provided, or for whom such work or labor was done or performed, and the date Claimant provided its last item of such labor, materials and equipment. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, addressed to Obligee and Surety, at any place where an office is regularly maintained for the transaction of

business, or served in any manner in which legal process may be served in the state in which the Project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which (i) Subcontractor last performed work on the Subcontract or (ii) Claimant last performed work or labor or last provided materials or equipment under the Subcontract, whichever of (i) or (ii) occurs last, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. Surety shall not be liable to Obligee or Claimants in excess of the Bond Sum, as such Bond Sum may be adjusted as provided herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

5. Obligations of Surety shall not be affected by any changes or alterations which may be made to the terms of the Subcontract or the work to be performed, any time extensions granted for the performance of the Subcontract, or any forbearances on the part of Obligee. Surety hereby waives notice of such extensions or forbearances, and of any changes to the Subcontract.

Signed and sealed this _____ day of _____, 20____.

(Witness)

(Witness)

(Subcontractor as Principal) (Seal)

(By) _____

(Title)

(Surety) (Seal)

(By) _____

(Title)

(Bonds must be accompanied by a notarized power of attorney authorizing the above signature on behalf of Surety)



Part 7
Insurance Requirements

Part 7 – Insurance Requirements

Trade Partner:

Your insurance must comply with the terms and conditions of such Notice to Proceed/Letter of Intent/Subcontract. Please carefully follow the procedures outlined below in issuing the required Certificate of Insurance.

The attached Sample ACORD Certificate of Insurance form shows the MINIMUM coverages and limits to be certified as required by your subcontract agreement or the project specifications. MINIMUM limit requirements may be satisfied by any combination of limits shown for primary liability coverages (i.e. General Liability, Automobile Liability, Employers' Liability) and Excess Liability, provided the sum of each combined limit equals or exceeds the MINIMUM limit shown on the attached Sample Certificate of Insurance

1. Certificate Holder shall read:

M. A. Mortenson Company
Attn: Risk Management
700 Meadow Lane N
Minneapolis, MN, 55422

2. Description of operations field shall indicate the Mortenson project name and number:
Project Name: [College of DuPage – Cleve Carney Gallery Expansion](#)
Project Number: [\[Project Number\]](#)

3. All policies includes a waiver of subrogation with regard to the following:

- **M. A. Mortenson Company**
- **Owner**
- **All other parties required by written contract**

4. The certificate must clearly state the following are named as Additional Insured to the General Liability, Automobile Liability, Umbrella/Excess Liability, Contractors Pollution Liability and Aircraft Liability (if required herein) and that they have been named on the General Liability policy per the attached endorsements CG 20 10 07 04 and CG 20 37 07 04 or equivalent:

- **M. A. Mortenson Company**
- **Owner**
- **All other parties required by written contract**

Return your completed Certificate of Insurance to certs@mortenson.com along with the **required General Liability Additional Insured Endorsements issued by your insurance carrier.**

Please note: Certificates of Insurance including copies of the general liability additional insured endorsements shall be filed with Mortenson prior to commencing any work hereunder.

Thank you for your cooperation,
M. A. Mortenson Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Trade Parnter Insurance Broker 1000 Main Street Minneapolis, MN 55402	CONTACT NAME: Insurance Broker Contact Name	
	PHONE (A/C No. Ext): Phone	FAX (A/C No): Fax
	E-MAIL ADDRESS: Email	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Trader Partner Name 700 Meadow Lane North Minneapolis, MN 55422	INSURER A: A. M. Best Rating of 'A-' or better	
	INSURER B: A. M. Best Rating of 'A-' or better	
	INSURER C: A. M. Best Rating of 'A-' or better	
	INSURER D: A. M. Best Rating of 'A-' or better	
	INSURER E: A. M. Best Rating of 'A-' or better	
	INSURER F: A. M. Best Rating of 'A-' or better	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	ABC 123 456	05/01/17	05/01/18	EACH OCCURRENCE	\$ 5,000,000	
							DAMAGE TO RENTED PREMISES (ea occurrence)		
							MED EXP (Any one person)		
							PERSONAL & ADV INJURY	\$ 5,000,000	
							GENERAL AGGREGATE	\$ 5,000,000	
							PRODUCTS-COMP/OP AGG	\$ 5,000,000	
Med. Expense (any one person)		\$							
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Y	Y	XYZ 987 654	05/01/17	05/01/18	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
							Bodily Injury (Per person)		\$
							Bodily Injury (Per accident)		\$
							Property Damage (Per accident)		\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Y	Y	UL 999 000	05/01/17	05/01/18	EACH OCCURRENCE	\$ Refer to 1.1	
							AGGREGATE		\$
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONSS below	Y	Y	WC EL 5566777	05/01/17	05/01/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	
							E.L. EACH ACCIDENT		\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE		\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT		\$ 1,000,000
C	Other PROFESSIONAL		Y	EO367529	05/01/17	05/01/18	\$ 2,000,000 claim \$ 2,000,000 aggregate *Refer to 1.2		
C	ENVIRONMENTAL LIABILITY (pollution) including mold	Y	Y	EO367555	05/01/17	05/01/18	\$ 2,000,000 or \$5,000,000 each claim \$ 2,000,000 aggregate *Refer to 1.3		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
MAM #: PROJECT:

As respects the "named insured" subcontractor's operations on this project, M. A. Mortenson Company, the Owner and all other parties required by written contract are included as Additional Insureds under the General Liability, Automobile Liability, Umbrella/Excess Liability, Contractors Pollution Liability and Aircraft Liability (if required herein). Additional insureds have been named on the General Liability policy per the attached endorsements (CG 20 10 07 04 and CG 20 37 07 04 or equivalent). Coverage for General Liability, Auto Liability, Excess Liability, Workers Compensation, Professional Liability, Pollution Liability and Aircraft Liability (if required herein) coverage includes a waiver of subrogation against the additional insureds. Should any of the above described policies be cancelled before the expiration date thereof, the insurers will send 30 days notice of cancellation to the Certificate Holder (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
M. A. Mortenson Company Attn: Risk Management 700 Meadow Lane N Minneapolis, MN 55422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Named Insured:
POLICY NUMBER:
Policy Term:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
M. A. Mortenson Company and name of the Owner should be included here	Mortenson project name and project number should be included here
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at

the location of the covered operations has been completed; or

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

Named Insured:
POLICY NUMBER:
Policy Term:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
M. A. Mortenson Company and name of the Owner should be included here	Mortenson project name and project number should be included here
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

EXPLANATION OF SAMPLE CERTIFICATES OF INSURANCE

Subcontractors are required to provide Additional insured endorsements (CG 20 10 07 04 and CG 20 37 07 04 or equivalent) along with their certificates of insurance.

Employer's Liability, Commercial Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

*1.1 Excess Liability

Subcontractor is required to provide total General Liability limits of \$5,000,000 if subcontractor is performing work in the following areas:

- Caissons
- Piling
- Soil stabilization or soil solidification
- Underpinning
- Tunneling
- Cofferdams
- Dewatering
- Critical building systems, including all mechanical and electrical systems
- Sheet piling or other earth retention systems
- Excavation where an engineered fill, unusual soil conditions, or rock excavation are involved
- Work involving design or performance criteria
- Furnishing and installation of products where new or a high degree of technology is required in product development
- Work involving any of the structural elements of the building
- Work involving the watertight integrity of the building, i.e. curtainwall, window systems, roofing, waterproofing, caulking, etc.

*1.2 Professional Errors and Omissions (E & O)

Subcontractor is required to provide Professional Errors and Omissions (E & O) coverage with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate, if the agreement **includes design or engineering activities as listed:**

- Any scope with a design/build aspect
- Testing
- Temporary engineering (tower crane foundations, formwork, etc.)
- Engineered excavations and shoring systems
- Post-tension supply
- Miscellaneous metals (typically, a performance specification)
- Structural steel (connection design)
- Specialized millwork (handrails, walkways, etc., that are typically performance-specified)
- Design/build roofing or waterproofing systems
- Curtainwall (typically, a performance specification)
- Design/build mechanical
- Fire protection systems (often, a performance specification)
- Design/build electrical
- Fire alarm systems (often, a performance specification)
- Surveying

*1.3 Environmental (Pollution) Liability

- Subcontractor is required to provide \$2,000,000 Environmental (Pollution) Liability, including mold, if performing work in the areas listed and should include coverage for Completed Operations extending four years after final acceptance of the Project by Owner or such longer period as the Contract Documents require:
 - Building enclosure systems (including without limitation, vapor or moisture barriers, roofing or flashing, exterior windows, curtain wall components or systems, plaster or stucco or exterior stone or masonry)
 - Plumbing, heating, ventilating or air conditioning systems
 - Drywall or insulation
 - Building foundations
 - Fire Suppression
- If the scope involves mold remediation, Environmental (Pollution) Liability limit must be increased to \$5,000,000. **For remediation of any hazard materials other than mold, please contact Risk Management.**

Part 8
Schedule

Part 8 – Schedule

SCHEDULE REQUIREMENTS

- 1) The durations, start dates, and end dates of each activity shown in the enclosed schedules shall be maintained by all successful bidders. Time is of the essence for the completion of work in the schedules and extensions of time shall only be allowed for unusually extreme weather conditions, force majeure, or actions outside the control of the bidder. The dates shown in the schedules are subject to minor adjustments by Mortenson only as the project progresses.
- 2) Each bidder shall include sufficient manpower and overtime to maintain the Project Schedule, individual activities, and trade flows while performing the Work in a diligent, efficient, and skillful manner and while not interfering, hindering or delaying other work.
- 3) Material procurement dates are listed within these schedules and shall be met by all successful bidders without exception.
- 4) Maintaining the above schedule requirements will be a strict requirement of each successful bidder's Subcontract Agreement.
- 5) Working hours for all trades shall be from 7:00 AM to 3:30 PM, Monday through Friday, unless otherwise directed by Mortenson or overtime is required to maintain project schedule.
- 6) Within fourteen (14) calendar days following the award of a Notice to Proceed or, if no Notice to Proceed is issued, a Subcontract Agreement, each successful bidder shall submit a proposed detailed work schedule. The schedule shall include all submittal, procurement, and construction activities required for the performance of the work bid. The schedule shall provide a complete listing of anticipated submittals and the associated submission and required return dates for each submittal during the course of the work. Submittals shall be scheduled and submitted in such time as to allow for a fourteen (14) calendar day review by each party involved in the review process.
- 7) Mortenson shall periodically update the schedule and display same at the jobsite. Each successful bidder shall become familiar with the updated schedule and how it will affect or modify its operations, including its coordination with the activities of other Subcontractor/Suppliers. Subcontractor/Suppliers shall notify Mortenson within two (2) working days of said schedule updates for any inability to comply. Otherwise, the revised schedule shall be deemed accepted by all parties and becomes the new schedule of record for the Subcontractor/Supplier.
- 8) The bidder agrees to perform all work within the time and in the manner specified or within the time extensions the Owner may grant, provided, however, that the bidder shall be liable for any damages suffered by the Owner due to the failure of the bidder to perform the specified work within the specified time.
- 9) The successful bidder shall, within five (5) calendar days after being notified to do so, commence work at the project site as Mortenson may designate, diligently continue to perform the work, and fully complete all of its work to the satisfaction of Mortenson and the Owner. The work shall be carried to completion with the utmost speed.
- 10) If, the opinion of Mortenson, the successful bidder is behind schedule and is so notified by Mortenson in writing, the bidder shall employ such means as overtime work, multiple work shifts, additional equipment, and the like, all without additional compensation, and shall continue to do so until the progress of the Work is, in the opinion of Mortenson, in conformance with the updated construction schedule.

Part 8 – Schedule

- 11) If, in the opinion of Mortenson, the successful bidder fails to maintain the updated schedule, the bidder shall furnish to Mortenson a daily schedule of its expedited work showing location, number of persons, and crew requirements needed to accomplish the schedule.
- 12) Each successful bidder shall be required to assist in the development of a more detailed schedule for the project and updated schedule revisions as the work progresses as described in item 7. On the 25th day of each month prior to that in which work will be performed by the bidder, the following specific schedule information shall be submitted to Mortenson along with the Application for Payment:
 - a) Type and location of work to be performed that month.
 - b) Work activity durations and logic.
 - c) Cost and resource loading of all activities.
 - d) Actual start and finish dates for all completed activities.
 - e) Actual start dates for all incomplete activities, including remaining durations and progress (percent complete).
 - f) Anticipated delays and problem areas, their impact on the schedule, and a recommended plan of action.
 - g) A brief summary and evaluation of the overall status of the work progress.
- 13) Bidder specifically agrees to follow trade flow as scheduled by Mortenson including out of sequence room (i.e. elevator rooms, communication equipment rooms, electrical panel rooms, temporary construction offices/storage rooms). This includes the phased, partial installation of duct and pipe to allow studs and drywall Work to be place in areas of congestion.

Activity ID	Activity Name	Original Duration	Start	Finish	2019												2020				
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May					
Project Summary & Milestones																					
10	Start of Construction	0	09-16-19	02-19-20	◆ Start of Construction																
20	Overall Construction Duration	109	09-16-19	02-19-20	Overall Construction Duration																
30	Substantial Completion	0	02-19-20*	02-19-20*	◆ Substantial Completion																
Design & Permit																					
80	Wight Issue IFB Set	0		06-18-19*	◆ Wight Issue IFB Set																
82	Wight Submit for Permit	0		06-18-19	◆ Wight Submit for Permit																
110	Permit Approval	45	06-18-19	08-20-19	Permit Approval																
120	Permit Issued	0		08-20-19	◆ Permit Issued																
86	Mortenson Procure Bids on Scopes > \$50,000	8	06-25-19	07-05-19	Mortenson Procure Bids on Scopes > \$50,000																
85	Mortenson Out to Public Bid	0		06-25-19	◆ Mortenson Out to Public Bid																
87	COD Release Precast Plank Procurement	0		07-12-19	◆ COD Release Precast Plank Procurement																
90	Bids Due	0		07-18-19	◆ Bids Due																
95	Scope Bids	10	07-19-19	08-01-19	Scope Bids																
100	Recommendation to Board	0		08-01-19	◆ Recommendation to Board																
105	Board Approval	0		08-15-19	◆ Board Approval																
Procurement																					
180	Procure - Precast Planks	70	07-15-19	10-21-19	Procure - Precast Planks																
190	Procure - Lighting	100	08-16-19	01-09-20	Procure - Lighting																
Construction																					
200	Mobilization & Temp Partitions	3	09-16-19	09-18-19	Mobilization & Temp Partitions																
210	Demolition	5	09-19-19	09-25-19	Demolition																
220	Excavate & Pour Foundations	10	09-26-19	10-09-19	Excavate & Pour Foundations																
230	Masonry Walls	15	10-10-19	10-30-19	Masonry Walls																
240	Set Precast Planks	3	11-07-19	11-11-19	Set Precast Planks																
250	Prep Slab on Grade	3	11-12-19	11-14-19	Prep Slab on Grade																
290	Roofing	5	11-12-19	11-18-19	Roofing																
291	Exterior Finish System	30	11-12-19	12-26-19	Exterior Finish System																
260	Set in Slab Tubing	5	11-15-19	11-21-19	Set in Slab Tubing																
270	Pour Slab on Grade	2	11-22-19	11-25-19	Pour Slab on Grade																
320	OH Plumbing	3	11-26-19	12-02-19	OH Plumbing																
330	Fire Protection	3	11-26-19	12-02-19	Fire Protection																
300	OH Mechanical	10	11-26-19	12-11-19	OH Mechanical																
310	OH Electrical / Low Voltage	10	11-26-19	12-11-19	OH Electrical / Low Voltage																
340	Frame for Ceiling	5	12-12-19	12-18-19	Frame for Ceiling																
360	In-Wall Electrical / Low Voltage	10	12-12-19	12-26-19	In-Wall Electrical / Low Voltage																
350	HTF Ceiling Install	7	12-19-19	12-30-19	HTF Ceiling Install																
370	HTF Walls	10	12-27-19	01-10-20	HTF Walls																
390	Paint	3	01-13-20	01-15-20	Paint																
380	Flooring	5	01-16-20	01-22-20	Flooring																
400	Finishes	20	01-23-20	02-19-20	Finishes																
Project Close-Out																					
500	Punch List	15	02-20-20	03-11-20	Punch List																



College of DuPage - Project Schedule
 Project Start 06-18-19
 Project Finish 03-11-20
 1 of 1 Run Date 06-24-19

COLLEGE OF DUPAGE
Project Schedule

- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone
- █ Summary

Part 9
Site Utilization Plan

Part 9 – Site Utilization Plan

- 1) Refer to the Site Utilization plan included herein detailing acceptable access routes to the area of construction. Each bidder shall be responsible for the any and all temporary protection required to not damage existing conditions when accessing the space.
- 2) Each successful bidder may request to execute the work during the entire twenty-four (24) hours of any day providing that the Subcontractor so conducts its operations as to not create a public nuisance, disturb the peace or disrupt the facility operations. Such operations shall be conducted so as to comply with all applicable laws, ordinances, and regulations.
- 3) Each successful bidder shall protect pavements, curbs, roofing, and existing construction and finishes during the course of the work and repair all parts of same which become damaged.
- 4) Each successful bidder shall maintain clearances in all areas adjacent to and in connection with the work performed.
- 5) Each successful bidder shall effectively confine dust, dirt and noise to the actual construction area.
- 6) Each successful bidder shall restrict all work activities associated with an area undergoing demolition to within the contract boundaries indicated on the Bidding Documents. Any means of access or egress from the stipulated construction boundaries shall be coordinated with M. A. Mortenson Company.
- 7) Each successful bidder shall limit their use of the premises for work and for storage, to allow for:
 - A. Work by other Subcontractors
 - B. Owner occupancy
 - C. Public use and safety
 - D. Use of corridors and right-of-ways at all times
- 8) Each successful bidder shall provide offsite storage facilities and shall assume full responsibility for the protection and safekeeping of materials and equipment under its control that are stored on/off the site. Material, equipment and tools shall not be stored on site without M. A. Mortenson Company's written approval. Each successful bidder shall immediately move any stored materials and equipment that may interfere with operations of the Owner or separate subcontractor.
- 9) M. A. Mortenson Company shall receive from each successful bidder a receipt of shipment for all equipment stored on site or offsite. No materials or equipment shall be removed from the site without the permission of M. A. Mortenson Company. All deliveries are to be scheduled twenty-four (24) hours in advance with M. A. Mortenson Company.

SITE UTILIZATION PLAN








MAC Gallery Expansion



Legend

- = Construction Area / No Public Access
- = Construction Access From Main Street
- = Fence Line

Parking

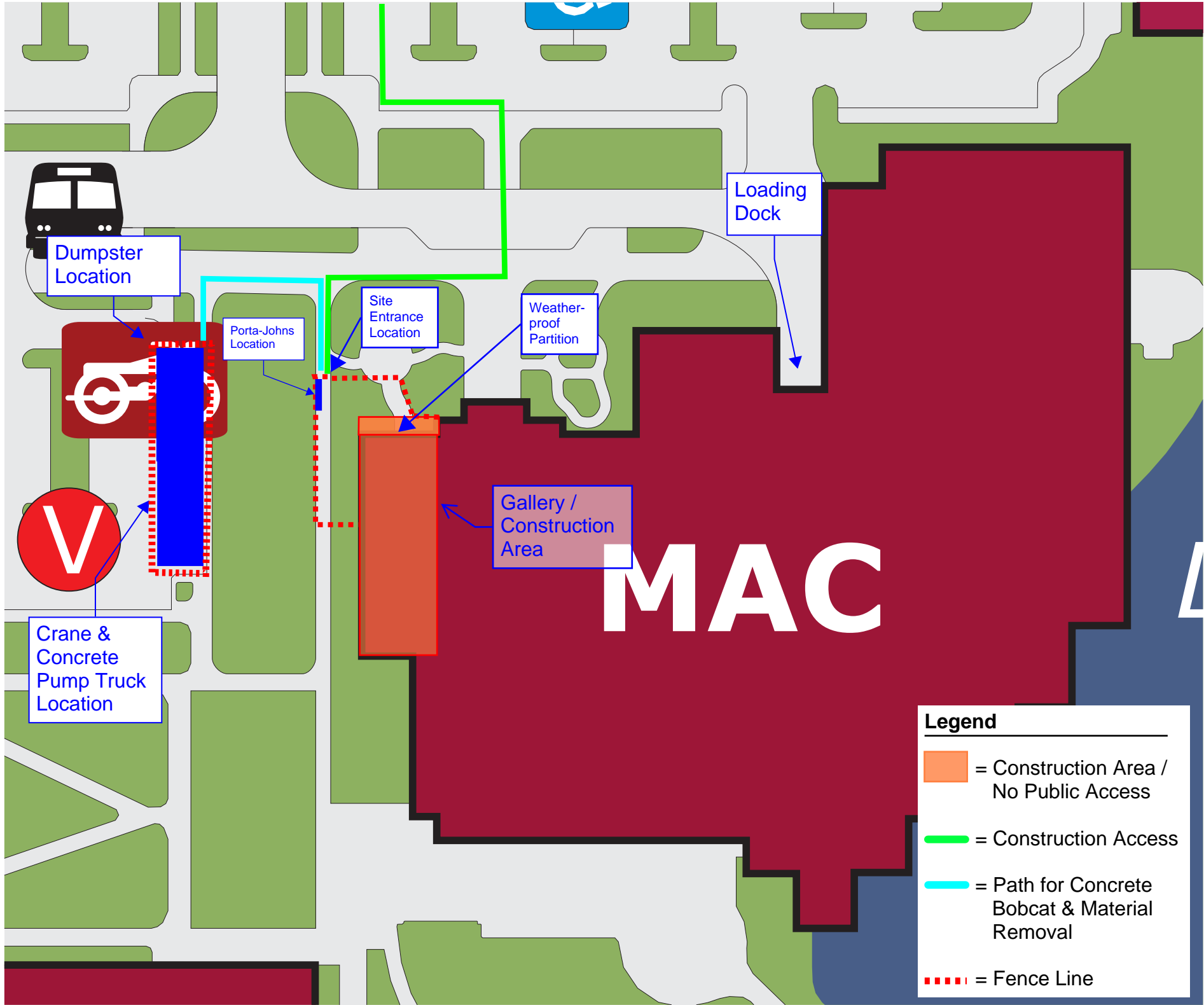
-  Accessible
-  Bus Stop
-  Employee
-  Guest/30-Minute
-  Motorcycle
-  Shipping and Receiving
-  Electric Car Charging Station



College of DuPage is Tobacco Free

College of DuPage prohibits the use of all tobacco products, including cigarettes, cigars, pipes, smokeless tobacco and electronic cigarettes on College of DuPage campus and satellite campuses. In addition to all buildings, it applies to all outside property and grounds and College owned vehicles.

Individuals may smoke inside their own vehicles as long as the doors and windows of the vehicle remain closed.



Dumpster Location

Loading Dock

Porta-Johns Location

Site Entrance Location

Weather-proof Partition

Gallery / Construction Area

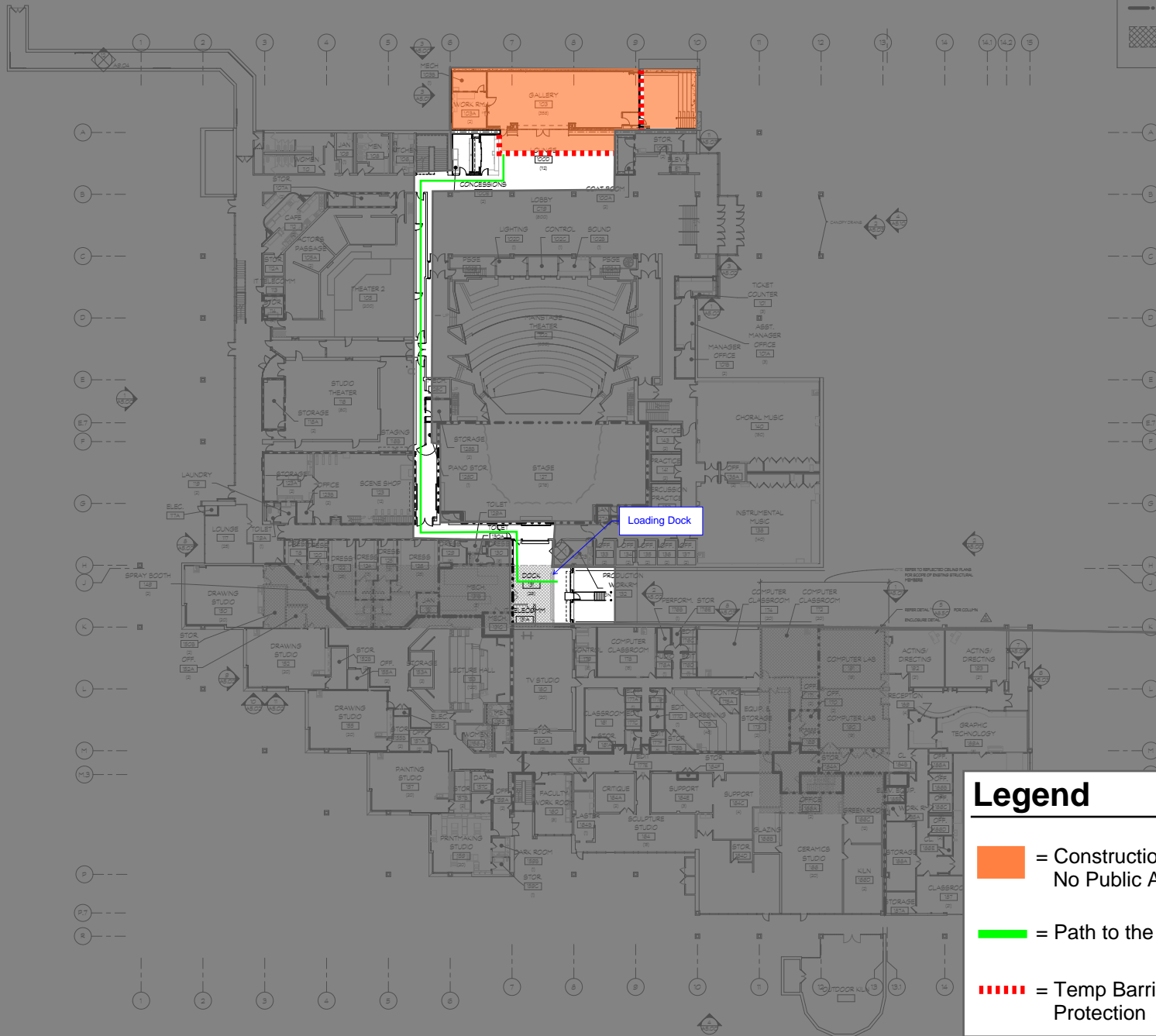
MAC

Legend

- Construction Area / No Public Access
- Construction Access
- Path for Concrete Bobcat & Material Removal
- Fence Line

V

Crane & Concrete Pump Truck Location



LIFE SAFETY LEGEND

- 1 HOUR FIRE PARTITION
- - - 2 HOUR FIRE WALL
- · - · - 2 HOUR FIRE BARRIER WALL CONSTRUCTION
- · · · · - 3 HOUR FIRE BARRIER WALL CONSTRUCTION
- ▨ 2 HOUR SPRAY REFRIGOR UNDERCO OF FLOOR STRUCTURE (BEAMS, DECKS, AND COLUMN) AT-WALLED BAY

College of DuPage

Wight

Wight & Company
wightco.com
2000 North Frontage Road
Downers, IL 60515
P 630 980 7000
F 630 980 7070

GRÄEF

One Honey Creek Corporate Center
125 South 54th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1300
414 / 259 0037 fax

V

V3 Companies of Illinois Ltd
www.v3co.com
7325 Jones Avenue
Woodridge, IL 60517
P 630 724 8000
F 630 724 8002

AREA 'A'
AREA 'B'
AREA 'C'

DATE ISSUED FOR CONSTRUCTION (INCLUSIVE OF 2ND PERMIT REVIEW COMMENTS) 10/01/12

2. DOCUMENT ISSUE #0 ADDRESS/AMEND 08/07/12 #1

3. PERMIT RESUBMITAL 08/09/12 #2

REV 08/09/12 #08/09/12

DOCUMENT ISSUE #1 08/09/12

McAninch Arts Center (MAC) Building Renovation Project - Bid Package #1

425 Fawell Blvd
Glen Ellyn, IL 60137

OVERALL FIRST FLOOR PLAN

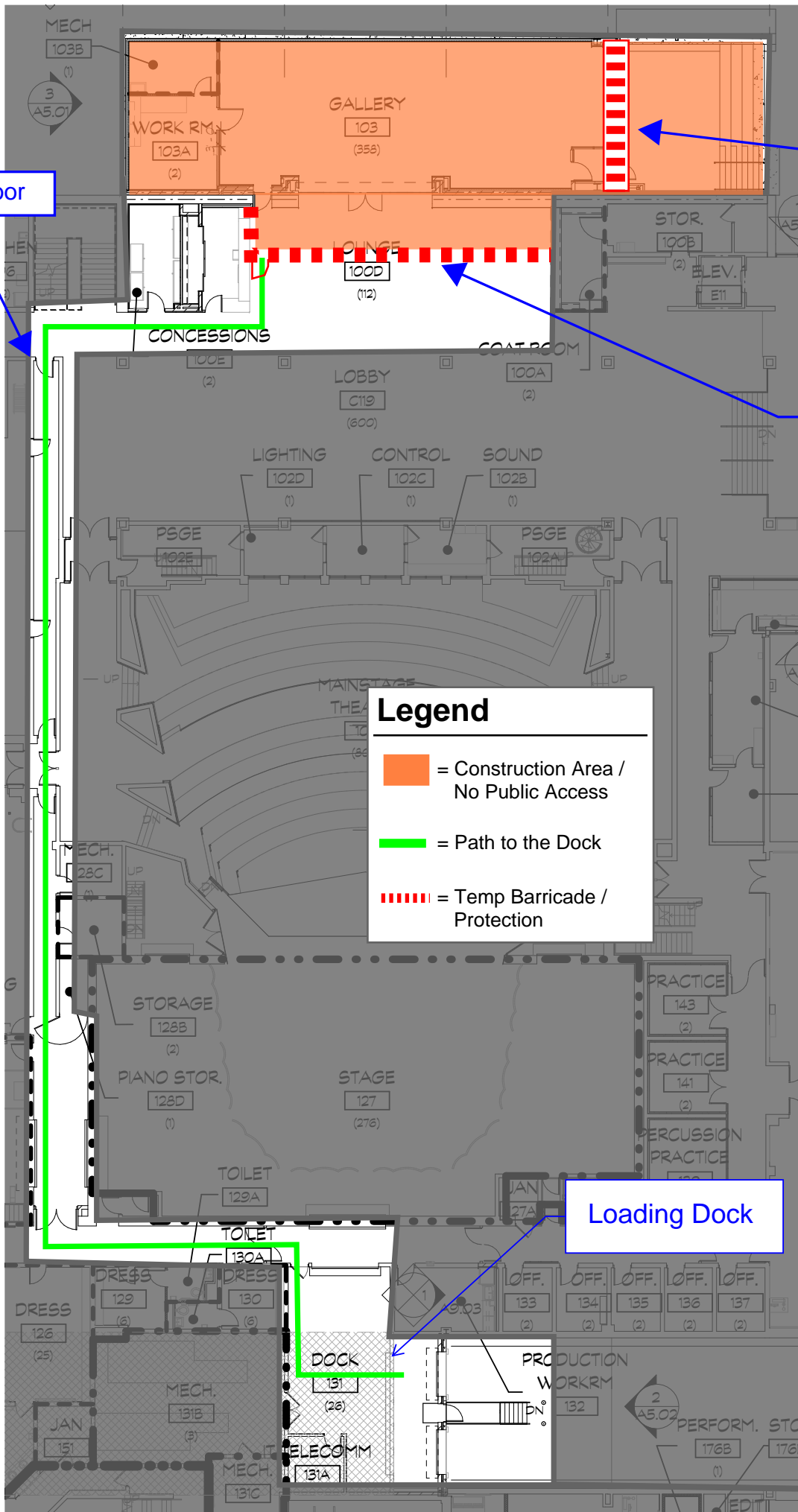
Project Number: 08-0005-22
Drawn By:
Author:
Sheet:

Legend

- = Construction Area / No Public Access
- = Path to the Dock
- = Temp Barricade / Protection

11/12/2012 4:02:38 PM
 C:\Users\jgibson\Documents\Projects\08-0005-22\08-0005-22.dwg
 WIGHT & COMPANY 2000 NORTH FRONTAGE ROAD DOWNERS, ILLINOIS 60515
 V3 COMPANIES OF ILLINOIS LTD 7325 JONES AVENUE WOODRIDGE, ILLINOIS 60517





BOH Door

Weatherproof Partition

Temporary Partition

Legend

- = Construction Area / No Public Access
- = Path to the Dock
- = Temp Barricade / Protection

Loading Dock

Part 10
Contract Documents List

Part 10 – Contract Documents List

Each bidder and its vendors, suppliers, and sub-subcontractors shall utilize the contract documents as described on the Contract Documents list. The Contract Documents are to be treated in their entirety. Mortenson and the Owner take no responsibility for Contractors or Vendors working from partial sets of Contract Documents.

College of DuPage
Cleve Carney Gallery Expansion
LIST OF CONTRACT DOCUMENTS
6/20/2019



Issue Set	Drawing/Spec. Section	Document	Description	Document Issued	Dated
Drawings					
	G0.01	DRAWINGS	GENERAL INFORMATION, SYMBOLS, NOTES & ABBREVIATIONS	ISSUED FOR BID AND PERMIT	6/18/2019
	G0.02	DRAWINGS	LIFE SAFETY FLOOR PLAN FIRST FLOOR OVERALL	ISSUED FOR BID AND PERMIT	6/18/2019
	S0.1	DRAWINGS	GENERAL NOTES	ISSUED FOR BID AND PERMIT	6/18/2019
	S0.2	DRAWINGS	ABBREVIATIONS, SYMBOL & LINTEL SCHEDULE	ISSUED FOR BID AND PERMIT	6/18/2019
	S0.3	DRAWINGS	STATEMENT OF SPECIAL INSPECTIONS	ISSUED FOR BID AND PERMIT	6/18/2019
	S1.1	DRAWINGS	TYPICAL DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
	S1.2	DRAWINGS	TYPICAL DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
	S2.0	DRAWINGS	FOUNDATION / ROOF FRAMING PLANS	ISSUED FOR BID AND PERMIT	6/18/2019
	S3.1	DRAWINGS	SECTIONS & DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
	AD2.01A	DRAWINGS	DEMOLITION PLANS	ISSUED FOR BID AND PERMIT	6/18/2019
	A1.01	DRAWINGS	OVERALL SITE PLAN	ISSUED FOR BID AND PERMIT	6/18/2019
	A2.01A	DRAWINGS	FIRST FLOOR REFLECTED CEILING PLAN & FLOOR PLAN	ISSUED FOR BID AND PERMIT	6/18/2019
	A2.03B	DRAWINGS	ROOF PLAN	ISSUED FOR BID AND PERMIT	6/18/2019
	A4.00	DRAWINGS	EXTERIOR /INTERIOR ELEVATIONS	ISSUED FOR BID AND PERMIT	6/18/2019
	A5.00	DRAWINGS	EXTERIOR WALL SECTIONS & DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
	A5.01	DRAWINGS	EXTERIOR WALL SECTIONS & DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
	A8.00	DRAWINGS	PARTITION TYPES, DOORS & PLAN DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
	MD2.01	DRAWINGS	LEVEL 1 MECHANICAL DEMOLITION PLAN	ISSUED FOR BID AND PERMIT	6/18/2019
	M0.01	DRAWINGS	NOTES & SYMBOLS	ISSUED FOR BID AND PERMIT	6/18/2019
	M2.00	DRAWINGS	LEVEL 1 FLOORING MECHANICAL PLAN	ISSUED FOR BID AND PERMIT	6/18/2019
	M2.01	DRAWINGS	LEVEL 1 MECHANICAL PLAN	ISSUED FOR BID AND PERMIT	6/18/2019
	M5.01	DRAWINGS	MECHANICAL SCHEDULES	ISSUED FOR BID AND PERMIT	6/18/2019
	M6.01	DRAWINGS	MECHANICAL DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
	M7.01	DRAWINGS	MECHANICAL CONTROLS	ISSUED FOR BID AND PERMIT	6/18/2019
	M8.01	DRAWINGS	ENLARGED PLANS	ISSUED FOR BID AND PERMIT	6/18/2019
	ME1.01	DRAWINGS	MECHANICAL / ELECTRICAL NOTES, DETAILS & COORDINATION SCHEDULE	ISSUED FOR BID AND PERMIT	6/18/2019
	ME1.02	DRAWINGS	MECHANICAL / ELECTRICAL DETAIL	ISSUED FOR BID AND PERMIT	6/18/2019
	PD2.01	DRAWINGS	FIRST FLOOR & ROOF PLUMBING DEMOLITION PLANS	ISSUED FOR BID AND PERMIT	6/18/2019
	P0.01	DRAWINGS	NOTES & SYMBOLS	ISSUED FOR BID AND PERMIT	6/18/2019
	P2.01	DRAWINGS	FIRST FLOOR & ROOF SANITARY & DRAINAGE PLANS	ISSUED FOR BID AND PERMIT	6/18/2019
	P5.01	DRAWINGS	PLUMBING SCHEDULES	ISSUED FOR BID AND PERMIT	6/18/2019
	P6.01	DRAWINGS	PLUMBING DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
	FP0.01	DRAWINGS	NOTES & SYMBOLS	ISSUED FOR BID AND PERMIT	6/18/2019
	FP2.01	DRAWINGS	FIRST FLOOR FIRE PROTECTION PLAN	ISSUED FOR BID AND PERMIT	6/18/2019
	ED2.01	DRAWINGS	LEVEL 1 POWER DEMOLITION PLAN	ISSUED FOR BID AND PERMIT	6/18/2019
	ED3.01	DRAWINGS	LEVEL 1 LIGHTING DEMOLITION PLAN	ISSUED FOR BID AND PERMIT	6/18/2019
	E0.01	DRAWINGS	NOTES & SYMBOLS	ISSUED FOR BID AND PERMIT	6/18/2019
	E1.00	DRAWINGS	ELECTRICAL PARTIAL FLOOR PLANS	ISSUED FOR BID AND PERMIT	6/18/2019
	E2.01	DRAWINGS	LEVEL 1 POWER PLAN & RISER	ISSUED FOR BID AND PERMIT	6/18/2019
	E3.01	DRAWINGS	LEVEL 1 LIGHTING PLAN	ISSUED FOR BID AND PERMIT	6/18/2019
	E5.01	DRAWINGS	SCHEDULES	ISSUED FOR BID AND PERMIT	6/18/2019
	E6.01	DRAWINGS	DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
	TY00.01	DRAWINGS	SECURITY COVER SHEET	ISSUED FOR BID AND PERMIT	6/18/2019
	TY02.01	DRAWINGS	SECURITY PLANS	ISSUED FOR BID AND PERMIT	6/18/2019
	TY02.02	DRAWINGS	SECURITY ROOF PLANS	ISSUED FOR BID AND PERMIT	6/18/2019
	TY02.03	DRAWINGS	SECURITY ROUTING PLANS	ISSUED FOR BID AND PERMIT	6/18/2019
	TY05.01	DRAWINGS	DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
	TY05.02	DRAWINGS	DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019

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	TY05.03	DRAWINGS	DETAILS	ISSUED FOR BID AND PERMIT	6/18/2019
SPECIFICATION					
		SPECIFICATION	PROJECT TITLE PAGE	ISSUED FOR BID AND PERMIT	6/18/2019
	000110	SPECIFICATION	TABLE OF CONTENTS	ISSUED FOR BID AND PERMIT	6/18/2019
	012300	SPECIFICATION	ALTERNATES	ISSUED FOR BID AND PERMIT	6/18/2019
	012500	SPECIFICATION	SUBSTITUTION PROCEDURES	ISSUED FOR BID AND PERMIT	6/18/2019
	012513	SPECIFICATION	SUBSTITUTION REQUEST FORM	ISSUED FOR BID AND PERMIT	6/18/2019
	013300	SPECIFICATION	SUBMITTAL PROCEDURES	ISSUED FOR BID AND PERMIT	6/18/2019
	013300.13	SPECIFICATION	DIGITAL DATA TRASMITTAL	ISSUED FOR BID AND PERMIT	6/18/2019
	014000	SPECIFICATION	QUALITY REQUIREMENTS	ISSUED FOR BID AND PERMIT	6/18/2019
	014200	SPECIFICATION	REFERENCES	ISSUED FOR BID AND PERMIT	6/18/2019
	016000	SPECIFICATION	PRODUCT REQUIREMENTS	ISSUED FOR BID AND PERMIT	6/18/2019
	017300	SPECIFICATION	EXECUTION REQUIREMENTS	ISSUED FOR BID AND PERMIT	6/18/2019
	017419	SPECIFICATION	CONSTRUCTION WASTE MANAGEMENT	ISSUED FOR BID AND PERMIT	6/18/2019
	017700	SPECIFICATION	CLOSEOUT PROCEDURES	ISSUED FOR BID AND PERMIT	6/18/2019
	017823	SPECIFICATION	OPERATION & MAINTENANCE DATA	ISSUED FOR BID AND PERMIT	6/18/2019
	017839	SPECIFICATION	PROJECT RECORD DOCUMENTS	ISSUED FOR BID AND PERMIT	6/18/2019
	017900	SPECIFICATION	DEMONSTRATION & TRAINING	ISSUED FOR BID AND PERMIT	6/18/2019
	018113	SPECIFICATION	SUSTAINABLE DESIGN REQUIREMENTS	ISSUED FOR BID AND PERMIT	6/18/2019
	018113.23	SPECIFICATION	LEED DOCUMENTATION TEMPLATE	ISSUED FOR BID AND PERMIT	6/18/2019
	024119	SPECIFICATION	SELECTIVE DEMOILITION	ISSUED FOR BID AND PERMIT	6/18/2019
	033000	SPECIFICATION	CAST-IN-PLACE CONCRETE	ISSUED FOR BID AND PERMIT	6/18/2019
	034100	SPECIFICATION	PRECAST STRUCTURAL CONCRETE	ISSUED FOR BID AND PERMIT	6/18/2019
	042200	SPECIFICATION	CONCRETE UNIT MASONRY	ISSUED FOR BID AND PERMIT	6/18/2019
	055000	SPECIFICATION	METAL FABRICATIONS	ISSUED FOR BID AND PERMIT	6/18/2019
	055216	SPECIFICATION	PIPE RAILINGS	ISSUED FOR BID AND PERMIT	6/18/2019
	061000	SPECIFICATION	ROUGH CARPENTRY	ISSUED FOR BID AND PERMIT	6/18/2019
	061600	SPECIFICATION	SHEATHING	ISSUED FOR BID AND PERMIT	6/18/2019
	071416.13	SPECIFICATION	COLD FLUID-APPLIED WATERPROOFING	ISSUED FOR BID AND PERMIT	6/18/2019
	072100	SPECIFICATION	THERMAL INSULATION	ISSUED FOR BID AND PERMIT	6/18/2019
	072400	SPECIFICATION	EXTERIOR INSULATION & FINISH SYSTEM (EIFS)	ISSUED FOR BID AND PERMIT	6/18/2019
	072450	SPECIFICATION	DIRECT-APPLIED EXTERIOR FINISH SYSTEM (DEFS)	ISSUED FOR BID AND PERMIT	6/18/2019
	072500	SPECIFICATION	WEATHER BARRIERS	ISSUED FOR BID AND PERMIT	6/18/2019
	074219	SPECIFICATION	METAL-PLATE WALL PANELS	ISSUED FOR BID AND PERMIT	6/18/2019
	075423	SPECIFICATION	THERMOPLASTIC POLYOLEFIN ROOFING	ISSUED FOR BID AND PERMIT	6/18/2019
	076200	SPECIFICATION	SHEET METAL FLASHING & TRIM	ISSUED FOR BID AND PERMIT	6/18/2019
	077100	SPECIFICATION	ROOF SPECIALTIES	ISSUED FOR BID AND PERMIT	6/18/2019
	077200	SPECIFICATION	ROOF ACCESSORIES	ISSUED FOR BID AND PERMIT	6/18/2019
	078413	SPECIFICATION	PENETRATION FIRESTOPPING	ISSUED FOR BID AND PERMIT	6/18/2019
	078446	SPECIFICATION	FIRE-RESISTIVE JOINT SYSTEMS	ISSUED FOR BID AND PERMIT	6/18/2019
	079200	SPECIFICATION	JOINT SEALANTS	ISSUED FOR BID AND PERMIT	6/18/2019
	081113	SPECIFICATION	HOLLOW METAL DOORS & FRAMES	ISSUED FOR BID AND PERMIT	6/18/2019
	083113	SPECIFICATION	ACCESS DOORS & FRAMES	ISSUED FOR BID AND PERMIT	6/18/2019
	083326	SPECIFICATION	OVERHEAD COILING GRILLES	ISSUED FOR BID AND PERMIT	6/18/2019
	084126	SPECIFICATION	ALL-GLASS ENTRANCES & STOREFRONTS	ISSUED FOR BID AND PERMIT	6/18/2019
	087100	SPECIFICATION	DOOR HARDWARE	ISSUED FOR BID AND PERMIT	6/18/2019
	088116	SPECIFICATION	INTERIOR GLAZING	ISSUED FOR BID AND PERMIT	6/18/2019
	092116	SPECIFICATION	GYPSUM BOARD ASSEMBLIES	ISSUED FOR BID AND PERMIT	6/18/2019
	096400	SPECIFICATION	WOOD FLOORING	ISSUED FOR BID AND PERMIT	6/18/2019
	096513	SPECIFICATION	RESILIENT BASE & ACCESSORIES	ISSUED FOR BID AND PERMIT	6/18/2019
	099100	SPECIFICATION	PAINTING	ISSUED FOR BID AND PERMIT	6/18/2019

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	101400	SPECIFICATION	SIGNAGE	ISSUED FOR BID AND PERMIT	6/18/2019
	115200	SPECIFICATION	AUDIO-VISUAL EQUIPMENT	ISSUED FOR BID AND PERMIT	6/18/2019
	210517	SPECIFICATION	SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	210518	SPECIFICATION	ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	210523	SPECIFICATION	GENERAL-DUTY VALVES FOR FIRE PROTECTION PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	210548.13	SPECIFICATION	VIBRATION CONTROLS FOR FIRE-SUPPRESSION PIPING & EQUIPMENT	ISSUED FOR BID AND PERMIT	6/18/2019
	211316	SPECIFICATION	DRY-PIPE SPRINKLER SYSTEMS	ISSUED FOR BID AND PERMIT	6/18/2019
	220517	SPECIFICATION	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	220529	SPECIFICATION	HANGERS & SUPPORTS FOR PLUMBING PIPING & EQUIPMENT	ISSUED FOR BID AND PERMIT	6/18/2019
	220553	SPECIFICATION	IDENTIFICATION FOR PLUMBING PIPING & EQUIPMENT	ISSUED FOR BID AND PERMIT	6/18/2019
	220719	SPECIFICATION	PLUMBING PIPING INSULATION	ISSUED FOR BID AND PERMIT	6/18/2019
	221413	SPECIFICATION	FACILITY STORM DRAINAGE PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	221423	SPECIFICATION	STORM DRAINAGE PIPING SPECIALTIES	ISSUED FOR BID AND PERMIT	6/18/2019
	230513	SPECIFICATION	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	ISSUED FOR BID AND PERMIT	6/18/2019
	230516	SPECIFICATION	EXPANSION FITTINGS & LOOP FOR HVAC PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	230517	SPECIFICATION	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	230519	SPECIFICATION	METERS & GAGES FOR HVAC PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	230523.12	SPECIFICATION	BALL VALVES FOR HVAC PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	230523.13	SPECIFICATION	BUTTERFLY VALVES FOR HVAC PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	230523.14	SPECIFICATION	CHECK VALVES FOR HVAC PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	230529	SPECIFICATION	HANGERS & SUPPROTS FOR HVAC PIPING & EQUIPMENT	ISSUED FOR BID AND PERMIT	6/18/2019
	230548.13	SPECIFICATION	VIBRATION CONTROLS FOR HVAC	ISSUED FOR BID AND PERMIT	6/18/2019
	230553	SPECIFICATION	IDENTIFICATION FOR HVAC PIPING & EQUIPMENT	ISSUED FOR BID AND PERMIT	6/18/2019
	230593	SPECIFICATION	TESTING, ADJUSTING & BALANCING FOR HVAC	ISSUED FOR BID AND PERMIT	6/18/2019
	230713	SPECIFICATION	DUCT INSULATION	ISSUED FOR BID AND PERMIT	6/18/2019
	230719	SPECIFICATION	HVAC PIPING INSULATION	ISSUED FOR BID AND PERMIT	6/18/2019
	230923	SPECIFICATION	DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC	ISSUED FOR BID AND PERMIT	6/18/2019
	230923.11	SPECIFICATION	CONTROL VALVES	ISSUED FOR BID AND PERMIT	6/18/2019
	230923.16	SPECIFICATION	GAS INSTRUMENTS	ISSUED FOR BID AND PERMIT	6/18/2019
	230923.27	SPECIFICATION	TEMPERATURE INSTRUMENTS	ISSUED FOR BID AND PERMIT	6/18/2019
	230993	SPECIFICATION	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS	ISSUED FOR BID AND PERMIT	6/18/2019
	232113	SPECIFICATION	HYDRONIC PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	232116	SPECIFICATION	HYDRONIC PIPING SPECIALTIES	ISSUED FOR BID AND PERMIT	6/18/2019
	233113	SPECIFICATION	METAL DUCTS	ISSUED FOR BID AND PERMIT	6/18/2019
	233300	SPECIFICATION	AIR DUCT ACCESSORIES	ISSUED FOR BID AND PERMIT	6/18/2019
	233713	SPECIFICATION	DIFFUSERS, GRILLES & REGISTERS	ISSUED FOR BID AND PERMIT	6/18/2019
	238216.14	SPECIFICATION	ELECTRIC-RESISTANCE AIR COILS	ISSUED FOR BID AND PERMIT	6/18/2019
	238219	SPECIFICATION	FAN COIL UNITS	ISSUED FOR BID AND PERMIT	6/18/2019
	238239.13	SPECIFICATION	CABINET UNIT HEATERS	ISSUED FOR BID AND PERMIT	6/18/2019
	238316	SPECIFICATION	RADIANT-HEATING HYDRONIC PIPING	ISSUED FOR BID AND PERMIT	6/18/2019
	238413.29	SPECIFICATION	SELF-CONTAINED STEAM HUMIDIFIERS	ISSUED FOR BID AND PERMIT	6/18/2019
	260500	SPECIFICATION	COMMON WORK FOR ELECTRICALS	ISSUED FOR BID AND PERMIT	6/18/2019
	260519	SPECIFICATION	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES	ISSUED FOR BID AND PERMIT	6/18/2019
	260526	SPECIFICATION	GROUNDING & BONDING FOR ELECTRICAL SYSTEMS	ISSUED FOR BID AND PERMIT	6/18/2019
	260529	SPECIFICATION	HANGERS & SUPPORTS FOR ELECTRICAL SYSTEMS	ISSUED FOR BID AND PERMIT	6/18/2019
	260533	SPECIFICATION	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	ISSUED FOR BID AND PERMIT	6/18/2019
	260544	SPECIFICATION	SLEEVES & SLEEVE SEALS FOR ELECTRICAL RACEWAYS & CABLING	ISSUED FOR BID AND PERMIT	6/18/2019
	260553	SPECIFICATION	IDENTIFICATION FOR ELECTRICAL SYSTEMS	ISSUED FOR BID AND PERMIT	6/18/2019
	260943	SPECIFICATION	DIGITAL LIGHTING CONTROLS	ISSUED FOR BID AND PERMIT	6/18/2019
	262416	SPECIFICATION	PANELBOARDS	ISSUED FOR BID AND PERMIT	6/18/2019
	262726	SPECIFICATION	WIRING DEVICES	ISSUED FOR BID AND PERMIT	6/18/2019
	262816	SPECIFICATION	ENCLOSED SWITCHES & CIRCUIT BREAKERS	ISSUED FOR BID AND PERMIT	6/18/2019
	262913	SPECIFICATION	MANUAL & MAGNETIC MOTOR CONTROLLERS	ISSUED FOR BID AND PERMIT	6/18/2019
	265619	SPECIFICATION	LED EXTERIOR LIGHTING	ISSUED FOR BID AND PERMIT	6/18/2019
	281000	SPECIFICATION	SECURITY SYSTEMS	ISSUED FOR BID AND PERMIT	6/18/2019

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	283111	SPECIFICATION	DIGITAL, ADDRESSABLE FIRE-ALARM	ISSUED FOR BID AND PERMIT	6/18/2019
	312000	SPECIFICATION	EARTH MOVING	ISSUED FOR BID AND PERMIT	6/18/2019
	321383	SPECIFICATION	PCC SIDEWALKS	ISSUED FOR BID AND PERMIT	6/18/2019