

**REQUEST FOR PROPOSAL
FOR
GUARANTEED RATE FIELD
CHICAGO, ILLINOIS**

Vertical Transportation Maintenance Agreement

Dated: May 3, 2023

Submissions: Illinois Sports Facilities Authority
333 West 35th Street
Chicago, Illinois 60616

Attention: Maureen Gorski, Director of Facilities

Mandatory Pre-Bid Meeting: Monday May 8, 2023 @ 10:00 AM CDT

Due Date: Friday, May 19, 2023 @ 12:00 PM CDT

May 3, 2023

Re: Illinois Sports Facilities Authority
Vertical Transportation Maintenance Agreement
Guaranteed Rate Field
Chicago, Illinois

Bid Deadline:
Friday May 19, 2023, 12:00 PM CDT

Emailed Bids due to:
maureen@isfaauthority.com
russell@isfaauthority.com
Charlie.Geist@LerchBates.com

Bid Documents
Vertical Transportation Maintenance Agreement

To All Bidders:

This information applies to ISFA Project – **Vertical Transportation Maintenance Agreement**

Request For Proposal Manual, dated May 3, 2023

Please ensure you have all these documents for this Request for Proposal and that the email bid is labeled
“Vertical Transportation Maintenance Agreement”.

Sincerely,

Maureen Gorski
Director of Facilities
Illinois Sports Facilities Authority

**NOTICE OF ILLINOIS SPORTS FACILITIES AUTHORITY
REQUEST FOR PROPOSAL (“RFP”) FOR
Vertical Transportation Maintenance Agreement**

The Illinois Sports Facilities Authority (the “Authority”), Chicago, Illinois is seeking to provide 5 years of Maintenance services for the existing Vertical Transportation System at Guaranteed Rate Field, located at 333 West 35th Street, Chicago, Illinois 60616.

Potential trade involvement includes the following:

N/A

The bid documents will be posted Wednesday May 3, 2023, and available for download via web site. Click on the following link to download the documents:

<https://www.isfauthority.com/doing-business/construction/>

Alternatively, a printed set of the drawings can be ordered from DIR at:

N/A

A mandatory pre-bid meeting will be held on Monday May 8, 2023, at 10:00am at Guaranteed Rate Field. Contractors interested in providing sealed bids for the project should plan on attending and staff according to the various trades involved. Sealed bids will be e-mailed to maureen@isfauthority.com, russell@isfauthority.com and Charlie.Geist@LerchBates.com, and are due no later than 12:00 PM, central daylight time May 19, 2023.

MBE/WBE firms are encouraged to respond. The Authority reserves the right to reject any and all qualifications or waive any informalities at its discretion.

**REQUEST FOR PROPOSAL
FOR
Vertical Transportation Maintenance Agreement
GUARANTEED RATE FIELD, CHICAGO, ILLINOIS**

ARTICLE I. INTRODUCTION

The Illinois Sports Facilities Authority (the "Owner") is a political subdivision, a unit of local government, body politic and municipal corporation created by and existing under the Illinois Sports Facilities Authority Act, 70 ILCS 3205/1. The Owner owns and manages Guaranteed Rate Field, located at 333 West 35th Street, Chicago, Illinois (the "Stadium"). The Owner and the Chicago White Sox Baseball Team (the "Team") have entered into a long-term agreement providing that the Team will play all of its regular season and post season home games at the Stadium.

The Stadium was completed in 1991. The Owner now desires to undertake maintenance of all vertical transportation from 2023 through 2028, as outlined and detailed in the project details dated May 2, 2023 and Specifications (collectively, the "Project"). The Owner hereby requests sealed bids from Contractor to perform the work for the Project, pursuant to this Contractor Bid Package.

The Owner hereby invites interested Contractors to submit sealed bids to perform the Project, in accordance with the requirements set forth in this Request for Bids (hereinafter referred to as this "Request for Bids"). The successful Bidder (hereinafter each referred to as the "Contractor or the Contractors") will enter into a construction contract as described in Exhibit E hereto (the "Contract") to perform the Work, as such term is hereinafter defined.

The Consultant is Lerch Bates, Inc. 328 South Jefferson Street Suite #760, Chicago IL 60661.

Bidders shall e-mail their Bids to the Owner no later than 12:00 p.m. on May 19, 2023. The Owner reserves the right to reject any and all Bids in its sole discretion for any reason whatsoever.

The Owner will utilize the following process to select the Contractor for the Project. Bids will be divided into two parts: Qualifications and Price. The Qualifications portion of the Bid will provide information regarding the Bidders' expertise, experience, financial condition and ability to comply with the Owner's requirements for the Project. The Owner will evaluate the qualifications portion of the Bid based upon the criteria set forth herein and any other criteria permissible under law to determine whether the Bidder is qualified to perform the Work. The Price portion of any Bid will not be opened unless the Owner first determines that the Bidder is qualified. The Price portion of the Bid will contain the pricing information set forth in Exhibit A (Bid Form). The Owner will award a Contract for the Work to the qualified Bidder who submits the lowest responsible base Bid.

ARTICLE II. THE WORK.

Section 2.1 Scope of the Work.

The Contractor shall furnish all materials, labor, equipment, supplies, tools, scaffolding, transportation, superintendence, coordination, insurance as applicable, taxes, permits, weather protection, bonds and all other services, facilities and items (collectively, the "Work") necessary for the performance of the Project (as described in the relevant Scope of Work in Exhibit I), whether specified herein or not, which are necessary or appropriate, for the full, proper and timely performance and completion of the obligations described in the Contract (including the schedules attached thereto) for such portion, the drawings prepared by the Architect/Engineer and available separately as Exhibit F (the "Drawings"), the specifications prepared by the Architect/Engineer, available separately as Exhibit G (the "Specifications"), the Procedures Manual for Contractors attached hereto as Exhibit H, and the Completion Dates and Milestone Schedule attached hereto as Exhibit J (collectively, Exhibits E, F, G, H, and I are the "Contract Documents"). The Work includes all materials, labor and equipment necessary or appropriate for the Contractor to complete the Project or which is reasonably inferable from the Contract Documents.

ARTICLE III. INSTRUCTIONS TO BIDDERS

Section 3.1 Inspection of Site and Pre-Bid Conference.

There will be a Mandatory Pre-Bid Conference at the Stadium on Monday May 8, 2023 at 10:00 am. The site will be available for inspection immediately following the Pre-Bid Conference. Should additional inspection of the site be required, an appointment shall be coordinated with the Owner to allow access to the project site.

Section 3.2 Addenda and Interpretations.

The Owner reserves the right to modify this Request for Bids or any of the Contract Documents through the issuance of bid information letters and addenda. Any such documents will be sent to all firms or individuals that have previously requested copies of this Request for Bids.

No Bidder shall be entitled to rely upon any oral interpretation of the meaning of this Request for Bids or any other related documents. Bidders shall make requests for interpretations in writing, via email, to Maureen Gorski, Director of Facilities, Illinois Sports Facilities Authority, maureen@isfauthority.com and to Charlie Geist, Consultant, Lerch Bates Inc., Charlie.Geist@LerchBates.com with a cc: to russell@isfauthority.com. Requests for interpretation will be referred to the Consultant as deemed appropriate. Requests for interpretations must be received no later than May 16, 2023. The latest issuance of modifications to this Request for Bids or any of the Contract Documents through bid information letters and addenda is three (3) business days prior to the due date for Bids, or May 17, 2023.

Section 3.3 Bidder's Responsibility. By submitting its Bid, a Bidder represents that it has inspected the Stadium and adjacent property and has read and is thoroughly familiar with this Request for Bids and the Contract Documents. Bidders shall familiarize themselves fully with the conditions relating to the Project and the employment of labor thereon. Failure to do so will not relieve a Bidder of its obligation to perform the Work in accordance with the Contract.

Section 3.4 Submission Deadline.

The Owner will receive emailed proposals until 12:00 p.m. on May 19, 2023. The review and consideration of any bid received after the stated deadline is strictly at the Owner's discretion.

Section 3.5 Modifications.

Written modifications of Bids must be sealed and will be considered only if received prior to the time stated for receipt of Bids. "Modifications to Bid" shall be marked on the subject line of the e-mail in which the modification is enclosed. The Owner will not consider any telephonic, facsimile or oral modifications.

Section 3.6 Substitutions.

Following the award of Contracts, the Engineer shall consider requests for substitutions in accordance with Section 016000 of the Specifications.

Section 3.7 Withdrawals.

Any Bidder may withdraw its Bid by letter, facsimile or in person, with proper identification, at any time prior to 12:00 p.m. on May 23rd. The Owner will not consider any telephonic request to withdraw a Bid.

Section 3.8 Rejection of Bids.

The Owner reserves the right to reject any or all Bids for any reason, including nonconformance with the requirements set forth herein. Bids that do not comply with the requirements of this Request for Bids, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as informal and insufficient. However, the Owner reserves the right to waive any and all informalities when it may deem such waiver to be in its best interest. No Bidder or third party shall be entitled to any written justification or administrative appeal of the Owner's selection of the Contractors for the Project.

Section 3.9 Minority Business Enterprise (MBE); Women-Owned Business Enterprise (WBE) Commitment

- A. Respondents are hereby advised that the Authority is committed to maximizing the participation on its projects of minority and women-owned businesses certified by the approved certifying agencies cited below and to maximizing employment opportunities for minorities and women. The Contractor shall use its best efforts to expend at least the following percentages of the dollar value of all subcontracts or purchase orders it enters into for the Work (including all change order Work) on subcontracts or purchase orders with certified Minority Business Enterprises ("**MBEs**") and Women Business Enterprises ("**WBEs**):

MBE Participation	25% of total contract amount as may be adjusted
-------------------	---

WBE Participation	5% of total contract amount as may be adjusted
-------------------	--

- B.** As evidence of MBE or WBE status, as applicable, the Authority shall accept current certifications from the following certifying agencies and authorities: the City of Chicago, the State of Illinois (Central Management Services), County of Cook, the Chicago Minority Supplier Development Council, the Women's Business Development Center, and other entities and certifications approved in advance by the Authority.
- C.** At the time Respondent submits its Bid, the Respondent shall submit the MBE/WBE Utilization Affidavit form set forth as Exhibit B hereto.
- D.** The total dollar value of a contract with a firm owned and controlled by minority women may be counted toward either the MBE or WBE goal, but not both. A contractor employing a subcontractor owned and controlled by minority women may choose whether the contract value(s) of all work performed by that subcontractor on the Project shall be applied to the MBE or the WBE goal, but not both.
- E.** The Contractor must use its best efforts to ensure that at least the following percentages of minorities and women are employed under its Contract to perform the Services:

Minorities (skilled and unskilled labor, or any combination thereof) 25% of the total on site work hours

Women (skilled and unskilled labor, or any combination thereof) 5% of the total on site work hours

During the course of performing Services, relative to filling vacant positions, Contractor agrees to hire and sponsor into the union, whenever practicable, and if applicable, a mutually agreed upon number of full time equivalent (FTE) minorities and women on the job site. After all reasonable efforts have been exhausted to hire and sponsor into the union, if applicable, minorities and women, Contractor may, upon approval from the Authority, undertake hiring consideration of the minimum number of full time equivalent (FTE) minorities and women in non-trade areas including, but not limited to, technical assistants, clerical workers, security guards, and custodial workers for the purposes of meeting the minorities and women workforce goals. All hires under these initiatives will be subject to the Contractor's customary and ordinary work rules and to applicable legal requirements. The minorities and women workforce goal is in addition to the MBE/WBE participation goals described above in this Section 3.9.

These requirements are also described in Section 10.6 of the Contract.

Section 3.10 Taxes.

In accordance with state law, purchases by the Owner are exempt from state and local sales and use taxes. Bidders shall not pay such taxes for materials used in performing the Work and shall not include such amounts in their proposed stipulated sum.

Section 3.11 Compliance with Laws.

By submitting a Bid, each Bidder agrees that it shall comply with all applicable laws, statutes, ordinances and regulations of the federal, state, county, city or local governments or any relative regulation agency.

Section 3.12 Public Records and Requests for Confidential Treatment.

Bids become the property of ISFA and late submissions will not be returned. All bids will be

open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Bidder requests in its bid that ISFA treat certain information as confidential. A request for confidential treatment will not supersede ISFA's legal obligations under FOIA. ISFA will not honor requests to keep entire bids confidential. Bidders must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, ISFA will disclose the successful bidder's name, the substance of the bid, and the price. If Bidder requests confidential treatment, Bidder must submit additional copy/copies of the bid with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the bid as possible. In a separate attachment, Bidder shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Bidder will hold harmless and indemnify ISFA for all costs or damages associated with ISFA defending Bidder's request for confidential treatment. Bidder agrees that ISFA may copy the bid to facilitate evaluation, or to respond to requests for public records. Bidder warrants that such copying will not violate the rights of any third party.

Section 3.13 AIA Forms and Contract Execution.

Certain American Institute of Architects ("AIA") form documents will be used for the Project. Where an AIA document is specified, the Contractor shall be responsible for obtaining such document. Original copies of all AIA documents will be required. One original with additional photocopies will be acceptable where allowable under the copyright provisions of the documents. AIA documents are available for purchase from the AIA at Chicago AIA Chapter, 35 E. Wacker Drive, Suite 250, Chicago, Illinois 60601, and (312) 670-7770.

By submitting a Bid, Bidder agrees that if it is awarded a contract hereunder, Bidder will enter into a written Contract with the Owner, in the form attached as Exhibit E.

ARTICLE IV.

SUBMISSION OF BIDS

Section 4.1 Bid Format.

Each Contractor Bid shall consist of two parts: "Part 1 - Qualifications" and "Part 2 - Price". Part 1 must be e-mailed with "Part I - Qualifications" and the Bidder's name.

Part 2 shall be e-mailed clearly marked with "Part 2 - Price" and the Bidder's name. Only bids from Contractor are to be submitted, subcontractor bids will be returned unopened.

One electronic copy shall be e-mailed to Maureen Gorski – maureen@isfauthority.com, Charlie Geist Charlie.Geist@LerchBates.com and cc: Russell Levine – russell@isfauthority.com with the subject line identified as "Guaranteed Rate Field – **Vertical Transportation Maintenance Agreement**".

Bids must be received at the e-mail addresses listed in the previous paragraph no later than 12:00 p.m. May 19, 2023.

Section 4.2 Contents of Part 1 - Qualifications.

"Part 1 - Qualifications" shall include the following:

(a) Cover Letter. A cover letter, signed by an authorized representative of the Bidder setting forth:

(i) Bidder's commitment to perform the Work in accordance with the Contract.

(ii) A statement that Bidder does not have a conflict of interest or other commitment that could interfere with its ability to perform the Work in accordance with the Contract.

(iii) A certification to the Owner that the Bid is true, correct and complete and does not contain any material misrepresentations or omissions.

(b) Proposed Schedule. Non-applicable

(c) MBE / WBE Utilization. A fully completed MBE / WBE Utilization Affidavit attached as Exhibit B hereto. The completed form will be incorporated into the Contract as a schedule thereto.

(d) ****Contractor's Qualifications.** A properly completed Contractor's Qualification Statement, AIA Document A305, 1986 Edition, as modified pursuant to Exhibit C attached hereto, and complete responses to the additional information requested in Exhibit C.

(e) Non-Collusion Affidavit. A fully completed and properly executed Non- Collusion Affidavit attached as Exhibit D hereto.

(f) ****Financial Statements.** Copies of the Bidder's financial statements, preferably audited, for the two most recent fiscal years.

(g) ****Corporate or Partnership Standing.** Corporations, whether incorporated in Illinois or in other states, must provide a good standing certificate from the Illinois Secretary of State. Contact Public Communications, Room 330, Illinois Secretary of State, Department of Business Services, Springfield, Illinois 62756, (217) 782-6875. Partnerships shall provide evidence that they are authorized to do business in Illinois.

(h) **Insurance Program.** Written third-party confirmation of the Bidder's ability to acquire and maintain all of the insurance coverages detailed in Article 8 Short Form Construction Agreement, in the amounts, coverages, scope and form specified therein and attached hereto as Exhibit E.

Section 4.3 Contents of Part 2 - Price.

"Part 2 - Price" shall consist of a completed Bid Form in the form set forth as Exhibit A hereto. The Bid Form will be incorporated into the Contract as a schedule thereto.

Section 4.4 Signatories.

If Bidder is a corporation, the cover letter, Contractor's Qualification Statement and Non-Collusion Affidavit shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation. If the Bidder is a partnership, the cover letter, Contractor's Qualification Statement and Non-Collusion Affidavit shall be signed in the name or style under which the organization is doing business and be signed by the proper officer or officers capable of binding all general partners individually and the partnership as an entity. If the Bidder is an individual, he or she shall sign the cover letter, Contractor's Qualification Statement and Non-Collusion Affidavit stating the name or style, if any, under which he or she is doing business.

All such executed documents shall identify the official capacity of the signatory and be properly attested. The name of each signatory shall be typed or printed below each signature. Where such documents are signed by an agent of the Bidder, the Bidder shall include evidence of its authority to act as agent.

Section 4.5 Billing Procedures:

Prior to the start of Work on the Project site and prior to the initial billing, the following must be submitted:

- a) MBE/WBE Subcontract Awards and all Certification Letters.
- b) Executed Contract.
- c) Certificate of Insurance.
- d) W-9 Form.

Payment Request Packet

The Payment Request Package shall contain one (1) original invoice, M/WBE utilization affidavit and one (1) set of certified payrolls. Invoices will be directed to:

**Maureen Gorski
Director of Facilities
Illinois Sports Facilities Authority
333 West 35th Street
Chicago, IL 60616**

Each monthly invoice shall contain a detail of expended man hours and a description of equipment worked on.

Certified Payroll: In accordance with the requirements of the Illinois Prevailing Wage Act (the "Prevailing Wage Act"), 820 ILCS 130/1 et seq., as amended in 2005 by Illinois House Bill 188, the Contractor shall submit each month a certified payroll in hardcopy and/or electronic format as requested by the Owner of all laborers, mechanics and other workers employed by the Contractor on the Project in the prior one month period, including each workers name, gender, ethnicity, address, telephone number if available, social security number, classification(s), hourly wages paid to each such worker in all pay periods in the prior one month period, the number of hours worked on each day in such one month period, and the start and end times of each such work day. The certified payroll should be accompanied with apprentice certificates as applicable. The certified payroll must be signed by an authorized officer of the Contractor, certifying that (i) the records are true and accurate, (ii) the hourly wage paid to each such worker is not less than that required by the Prevailing Wage Act, and (iii) the Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor under Illinois law.

Updated MBE/WBE Utilization Affidavit: Showing actual subcontractor dollar amounts and percentages in accordance with current Schedule of Values and Payment Application.

ARTICLE V. QUALIFICATION CRITERIA

The Owner and its consultants will evaluate Part 1 of the Bids for completeness and responsiveness and will determine whether Bidders are qualified based upon their expertise, experience and financial qualifications in accordance with criteria, including, without limitation, the following: feasibility of proposed schedule; ability to meet MBE/WBE goals, qualifications as set forth in the Contractor's Qualification Statement and the other information required in Exhibit C; safety and loss control data; experience in projects of a similar type and magnitude; bonding ability and bid security; capability of meeting insurance requirements; financial strength; and good standing as a business entity. The Owner will take into consideration all information available relating to the Bidder's history of completing work on time and reputation for proceeding with jobs in a prompt, efficient manner without conflict with the Owner and, in that regard, will consider all of the information provided by the Bidder and by others.

Nothing set forth herein shall be taken to limit the Owner's discretion permissible under law.

ARTICLE VI. SELECTION PROCESS

Bidders shall submit their Bid via e-mail to the Owner no later than 12:00 PM on May 19, 2023. Bids will be opened by ISFA. Bidders will be notified in writing of the results thereof.

EXHIBIT A

BID FORM

**Illinois Sports Facilities Authority
Vertical Transportation Maintenance Agreement
Guaranteed Rate Field - Chicago, IL**

ISFA Contact: Maureen Gorski, Director of Facilities

Emailed Bids Due: Friday, May 19, 2023 12:00 PM CDT

Pre-Bid Date: Monday, May 8, 2023 10:00 AM CDT - Mandatory

PROJECT: **Vertical Transportation Maintenance Agreement**
Guaranteed Rate Field
333 West 35th Street
Chicago, Illinois

BID TO: Maureen Gorski
Illinois Sports Facilities Authority
333 West 35th Street
Chicago, Illinois
Email: Maureen@isfaauthority.com

BID FOR: _____
(Bidder's Name)

(Bidder's Address)

DATE: _____, 2023

THE UNDERSIGNED:

1. Acknowledges Receipt of:
 - a. Technical Specifications:
Vertical Transportation Maintenance Agreement
Guaranteed Rate Field
Chicago, Illinois
Dated: May 3, 2023
2. Has examined the site and all Bidding Documents.
3. Agrees:
 - a. To hold the Bid open 90 Days after the Bid Opening.
 - b. To be bound by the provisions of the Contract.
4. Proposes to accomplish all Work in accordance with the Contract Documents for the Base Bid prices as outlined in the following sections.

5. Bid Award Requirements:

- All Bids must be submitted, in Duplicate with an electronic copy, on the attached Bid Form and shall include Lump sum pricing for Base Bid and Alternates as well as requested Unit Pricing if applicable.
- Certificate of Liability Insurance in accordance with the requirements stipulated in Section 8.1 of ISFA's Short Form Agreement between Owner and Contractor.
- Compliance with MBE/WBE participation requirements as set forth in Section 10.6 of ISFA's Short Form Agreement between Owner and Contractor.
- Compliance with all other requirements of ISFA's Request for Qualifications and short Form Agreement between owner and Contractor.

6. General Requirements/Note:

- The Contractor shall secure and pay for all permits, licenses, and fees as required. The Contractor shall comply with codes, ordinances, rules, regulations, orders, and other legal requirements of Public Authority, which bear on the performance of the Work.
- The Contractor shall at times protect all finishes against damage resulting from the work performed. Any damage caused to the existing building elements shall be repaired or replaced to the satisfaction of the Owner at the Contractor's expense.
- The Contractor shall comply with all security procedures.
- The Contractor shall provide Proof of Insurance prior to the start of work.
- Contractor shall promptly submit verbal and written notice to the Engineer of observed variance of the Contract Documents from actual on-site conditions.
- The Contractor will limit on-site storage of materials to those areas identified by the Owner.
- Water and electricity may be taken from the building for construction purposes only, and at areas identified acceptable by the Owner. Toilet facilities in building shall be designated by owner.
- Contractor shall provide and maintain required dust barriers, canopies, barricades, protection and warning lights in good condition until the completion of the work requiring such protection and then remove the same. All canopies and barricades shall comply with federal, state, and local laws and regulations.
- The Contractor shall maintain premises free from accumulations of water, material, odors and rubbish. Precautions should be taken to minimize blowing dust from entering the building.
- Costs caused by ill-timed work, defective work, or work not conforming to the Contract Documents are the responsibility of the Contractor.

A. BASE BID

Having examined documents dated May 3, 2023, and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services and equipment necessary and incidental to properly execute required work of the Contract Documents for the sum of:

Car ID	Group ID	Elevator Contractor Minimum Maintenance Hrs.	Purchaser's Requested Overtime Maintenance Hrs.	Total Annual Hours	Year One Monthly Billing	Year One Annual Billing	Year Two Monthly Billing	Year Two Annual Billing	Year Three Monthly Billing	Year Three Annual Billing	Year Four Monthly Billing	Year Four Annual Billing	Year Five Monthly Billing	Year Five Annual Billing
1	TKE Bank			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	TKE Bank			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accounting	Handicap Lift			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Outfield	Handicap Lift			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Levy Freight			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Stadium Club			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Stadium Club			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Stadium Club			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Front Lobby			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Front Lobby			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Exterior Pass			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Exterior Pass			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Exterior Pass			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Exterior Pass			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Freight			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Restruant	LULA			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Team Store	LULA			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dumbwaiter	Dumbwaiter			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 1	1 UP SERVES 1-2			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 2	2 DOWN SERVES 2-1			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 3	3 UP SERVES 2-3			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 4	4 DOWN SERVES 3-2			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 5	5 UP SERVES 3-4			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 6	6 DOWN SERVES 4-3			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 7	7 UP SERVES 1-2			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 8	8 DOWN SERVES 2-1			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 9	9 UP SERVES 2-3			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 10	10 DOWN SERVES 3-2			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 11	11 UP SERVES 3-4			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESC 12	12 DOWN SERVES 4-3			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total				0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

****Attached for Reference Only. Excel version of above can be found on the ISFA website. Please complete that excel sheet and return with bid submission.***

SUBMISSION AND ACCEPTANCE OF QUOTATIONS

Undersigned Contractor agrees to Owner's right to reject any and all quotations without explanation.

Undersigned Contractor agrees that this bid may not be withdrawn for a period of 90 days from the opening thereof.

Undersigned Contractor declares that preparation and submission of quotations herein contained do not obligate Owner or Consultant in any way.

Undersigned Contractor agrees and understands that Owner assumes no obligation to enter into a Contract.

IN SUBMITTING THIS BID TOTALING \$ _____, IT IS UNDERSTOOD THAT THE RIGHT IS RESERVED BY THE OWNER TO REJECT ANY AND ALL BIDS, AND IT IS AGREED THAT THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF 90 DAYS FROM THE OPENING THEREOF.

FIRM NAME: _____

BUSINESS ADDRESS: _____

TELEPHONE: _____

BY: _____
(Signature)

TITLE: _____

CORPORATE SEAL
(If bidder is a corporation)

EXHIBIT B
SCOPE OF WORK

**Project Specifications Dated March 2, 2023 can be found on the ISFA website*

EXHIBIT C
CONTRACTOR'S QUALIFICATIONS

(Please type or clearly print in ink)

I. CONTRACTOR'S QUALIFICATION STATEMENT:



Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT *(if applicable):*

TYPE OF WORK (file separate form for each Classification of Work):

- ☐ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:30:12 on 03/05/2009 under Order No.1000364763_5 which expires on 7/22/2009, and is not for resale.
User Notes: (3633154100)

1

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:30:12 on 03/05/2009 under Order No.1000364763_5 which expires on 7/22/2009, and is not for resale.
User Notes:

(3633154100)

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

| (Paragraphs deleted)

A. Please complete the above AIA Document A305, 1986 edition, with the following additional requests listed below:

1. Add the following Subparagraph 1.7: "1.7 Name of parent company, if any"
2. Delete Sub-subparagraph 3.2.1 and substitute the following: "3.2.1 has your organization ever failed to satisfactorily complete any work awarded to it?"
3. Reference Subparagraph 3.3 in line two (2) insert the word "successfully" between the words "to" and "complete".
4. Delete Subparagraph 3.5 and substitute the following Subparagraph: "3.5 on a separate sheet, list the major projects your organization has completed in the last three (3) years."
5. Add the following Subparagraph 3.7: "3.7 On a separate sheet list any penalties or Liquidated damages incurred by your organization in the last three (3) years."
6. Add the following Subparagraph 3.8: "3.8 On a separate sheet, identify projects of similar or comparable scope and complexity performed for governmental agencies, specifying: (1) the name of each project; (2) the contract amount; (3) when completed; and (4) the name, address and telephone number of a reference."
7. Add the following Subparagraph 3.9: "3.9 Has your organization been disqualified for an award of a bid within the last three (3) years? (If the answer is yes, please attach details)."
8. Reference Sub-subparagraph 4.3.1, include name of contact person and phone number.
9. Reference Sub-subparagraph 4.3.2, include name of contact person and phone number.
10. Add the following note to Sub-subparagraph 5.1.4: "Please note that the financial statements submitted pursuant to this Section 5 must be: (i) the financial statements for the Bidder; or (ii) the financial statements for an entity related to the Bidder that will enter into a written guaranty of all of the Bidder's obligations pursuant to the Contract to be executed by the Bidder for the Project, if the Bidder is selected."
11. Provide a list of similar buildings maintained by your firm in the last 5 years, specifically similar in being sports facilities of large size with comparable amounts of elevator and escalator units, and having outdoor elevators and escalators. List both current and expired maintenance contracts, including start dates. Include the following information on each representative project:

Building name

Building address

Name of principal contact

Phone no. of principal contact

Date started

Provide current number of maintenance progress/estimated end dates

12. Provide general information as follows:

Number of years your firm has existed: ____

Number of years your firm has operated in locale of this building: ____

Number of field employees currently employed by your firm in general locale of this building: ____

Maintenance adjusters: ____

Supervisors: ____

Maintenance Mechanics: ____

Maintenance Supervisors: ____

Number of Maintenance Routes: ____

Average number of elevator/escalator units maintained by individual Maintenance Mechanic: ____

13. Project Staffing

Attach a commentary to this form summarizing how your firm would propose to staff this project.
Also attach a resume of proposed managers, superintendents, and site mechanic in charge.

II. MINORITY/WOMEN ENTERPRISES

Please indicate the appropriate category if the firm is a minority business enterprise.

- ☐ Black - Origins in any of the black racial groups in Africa.
- ☐ Hispanic - Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands.
- ☐ Asian American - Origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands.
- ☐ American Indian or Alaskan Native - Origins in any of the original peoples of North America.

Please indicate if the firm is a female owned business.

☐ Yes

III. SAFETY AND LOSS CONTROL DATA

1. List your firm's experience modification rate (EMR) for the past three years and current year.
Provide a letter from your insurance carrier or state fund (on their letterhead, verifying the EMR data).

2022	2021
2020	2019

Are the above rates interstate or intrastate (circle)?
If intrastate, which state? _____

2. Provide your company's injury experience for the past four years using OSHA No. 300 logs. Furnish copies. If you do not complete OSHA 300 forms, explain why.

3. Has your company been cited by OSHA in the past five years?

NO _____ YES _____ How Often? _____

If yes, for what? _

4. Name of your proposed senior site representative who will be assigned to this project. List the locations, OSHA incident frequency rates, and lost time frequency rates for each of his/her last three projects. Name of Site Representative: ____

A. _____
B. _____
C. _____

5. Will your insurance company's loss control specialist visit the project site?

Yes _____ - No _____

6. Do you require documented safety meetings be held for:

A.	Field supervisors	YES	NO	Frequency
B.	Employees	YES	NO	Frequency
C.	New hires	YES	NO	Frequency
D.	Subcontractors	YES	NO	Frequency

7. Do you conduct documented safety inspections?

NO _____ YES _____ How Often? _____

8. Do you have home office safety representatives who visit/audit the job?

NO _____ YES _____ How Often? _____

The undersigned warrants and represents the data provided pursuant to this Exhibit C is accurate in all respects.

Name of Firm _____

Prepared by: _____

Title: _____ Date: ____

EXHIBIT D
NON-COLLUSION AFFIDAVIT

(Please type or clearly print in ink)

This statement is attached to, and is a part of, the Bid for the Guaranteed Rate Field-Vertical Transportation Maintenance Agreement submitted by.

STATE OF _____)
COUNTY OF _____)

_____, of the County of _____, State of _____, being first duly sworn, deposes and says on oath:

1. That he is _____ (Title or position with the Bidder)
2. That Affiant filed with the Illinois Sports Facilities Authority, on behalf of _____ a Bid for the maintenance of the vertical transportation systems.
3. That neither the said Affiant nor any subcontractor to be used in the performance of the Contract nor any responsible official, agent or employee thereof acting pursuant to the direction or authorization of a responsible official of such Affiant or subcontractor is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended, or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this Bid.

For purposes hereof, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

4. That neither the said Affiant nor any subcontractor to be used in the performance of the Contract nor any responsible official, agent or employee thereof acting pursuant to the direction or authorization of a responsible official of such Affiant or subcontractor is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of Section 4 of Article

33E of the Illinois Criminal Code of 1961, as amended, or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

For purposes hereof, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three (3) contract bids within a period of ten (10) years, the most recent of which occurred after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bid rotates or is distributed among persons or business entities which submit bids on a substantial number of the same contracts.

5. That said Affiant has not disclosed to any person, firm or corporation the terms of said Bid or the contract price named therein.

Signature of Authorized Representative

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

My commission expires

Notary Public

EXHIBIT E

CONTRACT

**SHORT FORM CONSTRUCTION AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is made as of the _____ day of ____ in the year of _____.

BETWEEN the Owner:

Illinois Sports Facilities Authority
333 West 35th Street
Chicago, Illinois 60616

and the Contractor:

(Name and address)

The Project is:

(Name and location)

Guaranteed Rate Field
333 West 35th Street
Chicago, Illinois 60616

For and in consideration of the mutual promises and covenants hereinafter set forth, the Owner and Contractor hereby agree as follows:

I.

THE WORK OF THIS AGREEMENT

Section 1.1. As used in this Agreement, the term “Work” shall mean the following maintenance services, and shall include all labor, materials, equipment, hours, manner of work and other items necessary to complete such maintenance services described in *Exhibit A* attached hereto. The Contractor shall execute all of the Work described above, as well as that which is reasonably inferable by the Contractor as being necessary to provide the results intended thereby.

II.

TERM OF AGREEMENT, DATE OF COMMENCEMENT& CONTRACT SUM

Section 2.1. The date of commencement is the date from which the “Contract Time” of Paragraph 2.2 is measured, and shall be the date of this Agreement.

Section 2.2. The Contractor shall commence work on June 1, 2023. Term of this Agreement shall be five (5) + years from June 1st, 2023, through December 31st, 2028, both dates inclusive. Included in this agreement is an optional 5-year term for the period of January 1, 2029 through December 31, 2034 to be activated with an acknowledgement letter from the owner.

Section 2.3. The Owner shall pay the Contractor in current funds for the Contractor's proper performance of this Agreement a monthly sum of **[INSERT AMOUNT]**Dollars (**\$/[INSERT AMOUNT]**), subject to additions and deductions as provided herein.

III. MONTHLY PAYMENTS

Section 3.1. The period covered by each Monthly Payment shall be one calendar month ending on the last day of the month. Payment request package shall contain one original invoice, detail of expended man hours, a description of equipment worked on, M/WBE utilization affidavit and one original set of certified payrolls.

I. CONTRACTOR

Section 1.1. The Contractor shall provide and pay for labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall be solely responsible for and shall have control over all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work.

Section 1.2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall submit a daily log, which delineates all subcontractors and sub-subcontractors, and employees who work on site daily. The daily log shall be submitted to the Owner's construction manager or other designated representative. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor, subcontractors, and others performing portions of the Work, and their respective employees and agents. Prior to commencing the Work, the Contractor shall submit its safety program to the Owner.

Section 1.3. The Contractor warrants to the Owner that materials and equipment furnished under this Agreement will be of good quality and new, that the Work will be of good and workmanlike quality and free from defects and deficiencies, and that the Work will conform to the requirements of this Agreement. Work not conforming to these requirements shall be considered defective.

Section 1.4. The Contractor shall pay all sales, consumer, use and other taxes relating to the performance of the Work, to the extent applicable, and shall secure and pay for all permits, licenses and inspections necessary for proper execution and completion of the Work.

Section 1.5. The Contractor shall comply with (and give notices required by) all laws, ordinances, rules, regulations, permits, licenses, approvals and lawful orders of public authorities bearing on performance of the Work.

Section 1.6. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project site its waste materials, rubbish, tools, construction equipment, machinery and surplus materials.

Section 1.7. The Contractor shall not subcontract any Work, nor substitute any subcontractor previously approved by the Owner, without first securing the Owner's approval.

Section 1.8. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, the Owner's architect, the Owner's construction manager, City of Chicago, State of Illinois, Chicago White Sox, Ltd., Chisox Corp., Chicago White Sox Charities, Inc., At Your Service, LLC, At Your Service Management Corp., CWS Maintenance Company, Roclab Athletic Instruction LLC, Jerry Reinsdorf, Jerry M. Reinsdorf Revocable Trust, Levy Premium Foodservice Limited Partnership, GRG – U.S. Cellular Field Management Company LLC, Standard Parking Corporation, Silver Chalice Ventures, LLC, Baseball Buffet, Inc., Guaranteed Rate, Inc., CWS Pershing LLC., Sox Media, LLC., Sox TV LLC., and each of their respective directors, owners, partners, members, employees and agents, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor of its services, duties and obligations under this Agreement, (ii) the inaccuracy of any warranty or representation of the Contractor contained in this Agreement, (iii) any act or omission to act by the Contractor, a subcontractor, a sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, and/or (iv) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation shall not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, a subcontractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

Section 1.9. The Contractor represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general, local and site conditions which can affect the Work, the Project site and/or the performance of the Work. Therefore, the Contractor shall not be entitled to any adjustment to the Contract Sum or Contract Time based on any general, local or site conditions, including, but not limited to, concealed or unknown site conditions.

Section 1.10. The Contractor shall be responsible for labor peace on the Project Site, shall at all times exert its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances, and shall at all times exert its best efforts to maintain Project-wide labor harmony.

II. INSURANCE AND BONDS

Section 2.1. The Contractor shall procure, at its sole cost and expense, the insurance coverages set forth below, and shall maintain such coverages in full force and effect as specified in this Paragraph. The Contractor shall include the Illinois Sports Facilities Authority, the Owner's architect, the Owner's construction manager, City of Chicago, State of Illinois, Chicago White Sox, Ltd., Chisox Corp., Chicago White Sox Charities, Inc., At Your Service, LLC, At Your

Service Management Corp., CWS Maintenance Company, Roclab Athletic Instruction LLC, Delaware North Companies Sports Service, Inc., Jerry Reinsdorf, Jerry M. Reinsdorf Revocable Trust, Levy Premium Foodservice Limited Partnership., GRG – U.S. Cellular Field Management Company LLC, Standard Parking Corporation, Silver Chalice Ventures, LLC, Baseball Buffet, Inc., Guaranteed Rate, Inc., CWS Pershing LLC., Sox Media, LLC., Sox TV LLC., and each of their respective directors, owners, partners, members, employees and agents; and any subsidiaries or affiliates, or subsidiaries of affiliates thereof, or any activity under the control or supervision of any of the foregoing and such other parties as the Owner may designate as additional insureds to the insurance policies described below (excluding the Workers' Compensation Policy and the Professional Liability insurance, if required). The insurance coverage afforded under the policies described herein shall be primary and non-contributing with respect to any insurance carried independently by the additional insureds utilizing forms CG2010 and CG 2037 10/01 or equivalent. All such insurance policies shall indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests shall exist for all coverages provided thereunder. All policies of insurance required under this Paragraph 8.1 shall be written on an "occurrence" basis (excluding Professional Liability insurance, if required), shall be placed with insurance companies reasonably acceptable to the Owner, and shall include endorsements providing for the giving of notice to the additional insureds at least sixty (60) days prior to the cancellation, non-renewal or material modification of any such policies. Such insurance companies shall have at a minimum an A- rating or better with a minimum Class VIII financial size as rated by A.M. Best. The Contractor shall promptly furnish the Owner with certificates of insurance evidencing the coverages hereunder, and shall not commence any services under this Agreement until such insurance is obtained.

A. Commercial General Liability Insurance. A Commercial General Liability Insurance Policy using form CG001 12/07 or equivalent and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds, and appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability (with employee and contractual exclusions deleted); Broad Form Property Damage Liability; Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of the additional insureds; Independent Contractor's Protective Liability; Completed Operations and Products Liability for a period of not less than two (2) years following the date of final payment for all services provided under this Agreement. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability and include a per project aggregate.

B. Comprehensive Automobile Liability Insurance. A Comprehensive Automobile Insurance Policy in form and substance reasonably acceptable to the Owner and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Comprehensive Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage. If work involves pollutants, then form CA 99 48 10/01 or equivalent shall be included.

C. Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the Owner and in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$1,000,000 for bodily injury by accident, each accident, (ii) \$1,000,000 for bodily injury by disease, each employee, and (iii) \$1,000,000 aggregate liability for disease. The Workers' Compensation & Employer's Liability Insurance Policies must each include a waiver of subrogation endorsement in favor of the additional insureds.

(iv) Umbrella Liability Insurance. A Follow Form Umbrella Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in Paragraphs 8.1(i), 8.1(ii) and the Employer's Liability in 8.1(iii), in form and substance reasonably acceptable to Owner and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Umbrella Liability Insurance Policy must be written with a combined single limit not less than \$ 1,000,000 for each occurrence of bodily injury and/or property damage, and an annual aggregate of liability of not less than \$ 5,000,000 for bodily injury and/or property damage.

[Include if professional liability insurance is necessary: (v) Professional Liability Insurance. A Professional Liability Insurance Policy written with a limit of liability of not less than \$1,000,000 for each claim, and not less than \$1,000,000 in the aggregate, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder as an architect, engineer or construction manager. Such insurance shall cover work and services performed by any architects, engineers, construction management personnel and structural, mechanical, electrical, plumbing or other consultants, and shall include contractual liability coverage in support of the Contractor's indemnification agreements contained herein. All coverages provided in said policy shall be retroactive to the earlier of the date of the Agreement or the commencement of the services in relation to this Project (including, without limitation, design services). The Professional Liability Insurance Policy must be maintained for a period of not less than three (3) years following the date of final payment to the Contractor for all Work provided under this Agreement.]

If the Contractor fails to furnish and maintain insurance as required by this Subparagraph 8.1, the Owner may, at its sole option, purchase such insurance on behalf of the Contractor, and the Contractor shall pay the cost thereof to the Owner upon demand. Except as otherwise expressly provided herein, all insurance policies required by the terms of this Paragraph 8.1 shall be kept in full force and effect until the date of final payment to Contractor for the services designated hereunder.

Section 2.2. The Owner shall not insure nor be responsible for any loss or damage to tools, equipment or other property of any kind owned, rented or leased by the Contractor, subcontractors, or their respective employees or agents.

Section 2.3. The Contractor, upon execution of this Agreement, shall furnish and deliver to the Owner a payment bond and a performance bond (executed on AIA Document A312 or reasonably comparable forms approved by the Owner in advance) covering the faithful performance and completion of this Agreement and the payment of all obligations arising hereunder. Such bonds shall be issued by a surety licensed and authorized to do business in

Illinois. The surety shall also be listed on the latest “United States Department of the Treasury Federal Register of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds” and shall have a rating of A(X) or better by A.M. Best Company. Such bonds shall be issued in amounts equal to the Contract Sum, shall be written on a form acceptable to Owner and shall be issued by a surety satisfactory to the Owner. If the Contractor fails to furnish such bonds, the Owner may, at its sole option, purchase such bonds on behalf of the Contractor and the Contractor shall pay the cost thereof to the Owner upon demand. Such bonds shall be submitted to the Owner with a letter from the surety, specifying the percentage change in the Contract Sum such surety will cover without notice. The Contractor shall be responsible for providing updated bonds as necessary in order to ensure that the bonds secure the obligations of the Contractor up to the full Contract Sum at all times.

III. TERMINATION OF THE AGREEMENT

Section 3.1. If the Owner, through no fault of the Contractor, fails to make any payment required hereunder when the same is due and payable, or otherwise fails to perform any other obligation or duty hereunder, and such failure continues for thirty (30) days after the Owner’s receipt of written notice thereof from the Contractor, the Contractor may, upon fourteen (14) days prior written notice to the Owner, terminate this Agreement. If this Agreement is so terminated, the Contractor, as its sole and exclusive remedy hereunder, shall be entitled to receive payment for Work properly performed to the date of termination.

Section 3.2. If the Contractor fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, the Owner, after seven (7) days prior written notice to the Contractor and without prejudice to any other right or remedy the Owner may have at law and/or in equity, may terminate this Agreement. The Owner may, without prejudice to any other right or remedy, take possession of the Project site and of all materials, equipment, tools and machinery thereon owned by the Contractor, and may finish the Work by whatever method the Owner may deem expedient. In addition, if the Contractor fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, the Owner may, at its sole discretion and without prejudice to any other right or remedy, disqualify the Contractor from any or all future contracts with the Owner.

Section 3.3. The Contractor may not transfer, convey or assign this Agreement, or any interest therein, without the prior written consent of the Owner. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

Section 3.4. This Agreement represents the entire agreement between the Owner and Contractor with respect to the subject matter hereof, and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both the Owner and Contractor. As used herein, “day” shall mean calendar days unless otherwise expressly provided.

Section 3.5. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

Section 3.6. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified on the first page of this Agreement (or to such other addresses as either party may subsequently designate). All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail. All notices delivered to the Authority shall be addressed to the Chief Executive Officer.

Section 3.7. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. The Contractor shall pay, if applicable, not less than the prevailing rate of wages as established, to all laborers, workmen, and mechanics in the performance of Work under this Contract pursuant to an act of the General Assembly of the State of Illinois entitled, “An Act regulating wages of laborers, mechanics, and other workmen employed under contracts for public works,” 820 ILCS 130/0.01 et seq.” In addition, in performing the Work, the Contractor shall comply with the following:

- (a) “An Act to give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions,” 330 ILCS 55/0.01 et seq., as amended.
- (b) “An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or any political subdivision or by anyone under contract for public works,” regarding “Wages of Employees on Public Works,” 820 ILCS 130/0.01 etseq., as amended.
- (c) “Illinois Preference Act,” 30 ILCS 570/0.01 etseq., as amended, relating to the employment of Illinois residents.
- (d) “Steel Products Procurement Act,” 30 ILCS 565/1 etseq., as amended.
- (e) All applicable provisions of laws pertaining to nondiscrimination and equal employment opportunity including, but not limited to:
 - (i) The Illinois Human Rights Act, 775 ILCS 5/1-101 etseq., as amended.
 - (ii) Article VI of the regulations of the Illinois Department of Human Rights, which article is hereby incorporated herein by reference; and
 - (iii) An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment under contracts for public buildings or public works, 775 ILCS 10/0.01 etseq., as amended.

Section 3.8. The Contractor acknowledges that the Owner is committed to maximizing the participation on its projects of minority and women-owned businesses and of businesses certified by the approved certifying agencies cited below and to maximizing employment opportunities for

minorities and women. The Contractor shall use its best efforts to expend at least the following percentages of the dollar value of all subcontracts or purchase orders it enters into for the Work (including all change order Work) on subcontracts or purchase orders with certified Minority Business Enterprises (“MBEs”) and Women Business Enterprises (“WBEs”):

- MBE Participation: 25% of total contract amount as may be adjusted
- WBE Participation: 5% of total contract amount as may be adjusted

As evidence of MBE or WBE status, as applicable, the Owner shall accept current certifications from the following certifying agencies and authorities: the City of Chicago, the State of Illinois (Central Management Services), County of Cook, the Chicago Minority Supplier Development Council, the Women’s Business Development Center, and other entities and certifications approved in advance by the Owner.

Attached hereto as Exhibit C is the Contractor’s MBE/WBE Participation Plan, describing the MBE and/or WBE entities it has retained or intends to retain in performing the Work. Such MBE/WBE Participation Plan includes copies of current MBE or WBE certification letters for all entities identified on such MBE/WBE Participation Plan. With each Application for Payment, and at other times during the term of this Agreement upon reasonable advance notice from the Owner, the Contractor shall submit a completed original MBE/WBE Utilization Affidavit, in the form attached hereto as part of Exhibit C. Such MBE/WBE Utilization Affidavit shall describe the actual MBE/WBE entities retained and performing the Work and receiving payments. Such MBE/WBE Utilization Affidavit must also be accompanied by copies of current MBE or WBE certifications and partial or final waivers of lien for all entities identified on such MBE/WBE Utilization Affidavit (except for the certifications previously submitted to the Owner so long as such certifications remain current and in effect).

The Contractor shall also use its best efforts to ensure that at least the following percentages of minorities and women are employed under this Agreement to perform the Work:

- Minorities (skilled and unskilled labor, or any combination thereof): 25% of the total on site work hours
- Women (skilled and unskilled labor, or any combination thereof): 5% of the total on site work hours

During the course of performing Work, relative to filling vacant positions, Contractor agrees to hire and sponsor into the union, whenever practicable and if applicable, a mutually-agreed upon number of full time equivalent (FTE) minorities and women on the job site.

After all reasonable efforts have been exhausted to hire and sponsor into the union, if applicable, minorities and women, Contractor may, upon approval from the Owner, undertake hiring consideration of the minimum number of full time equivalent (FTE) minorities and women in non-trade areas including, but not limited to, technical assistants, clerical workers, security guards, and custodial workers for the purposes of meeting the minorities and women workforce goals.

All hires under these initiatives will be subject to the Contractor's customary and ordinary work rules and to applicable legal requirements. The minorities and women workforce goal is in addition to the MBE/WBE participation goals described above in this Section 10.6.

Section 3.9. Rights and remedies available to the Owner as provided in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to Owner at law and/or in equity.

Section 3.10. No course of dealing or failure of the Owner to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

Section 3.11. In accordance with the requirements of the Illinois Prevailing Wage Act (the "Prevailing Wage Act"), 820 ILCS 130/1 et seq., as amended in 2005 by Illinois House Bill 188, and as amended thereafter, the Contractor shall submit each month a certified payroll in hardcopy and/or electronic format as requested by the Owner, of all laborers, mechanics and other workers employed by the Contractor on the Project in the prior one month period, including each worker's name, address, telephone number if available, social security number, classification(s), hourly wages paid to each such worker in all pay periods in the prior one month period, the number of hours worked on each day in such one month period, and the start and end times of each such work day. To the extent the Contractor wishes to receive credit toward the minority and women participation goals outlined in Section 10.6 for particular workers, their gender and/or ethnicity, as applicable, shall also be identified on the certified payroll. The certified payroll should be accompanied with apprentice certificates as applicable. The certified payroll must be signed by an authorized officer of the Contractor, certifying that (i) the records are true and accurate, (ii) the hourly wage paid to each such worker is not less than that required by the Prevailing Wage Act, and (iii) the Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor under Illinois law. Current prevailing wages and classifications under the Prevailing Wage Act are available on the "Prevailing Rate" page of the Illinois Department of Labor's website which is located at www.state.il.us/agency/idol/rates/rates.HTM.

Section 3.12. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Chicago, Illinois. The prevailing party shall be entitled to an award of reasonable attorney fees.

This Agreement is made as of the day and year first written above.

OWNER:

CONTRACTOR

By: _____

By: _____

Signature

Signature

Its: _____

Its: _____

Title

Title

CONTRACT EXHIBIT A

Scope of Work

CONTRACT EXHIBIT B

MBE/WBE PARTICIPATION PLAN AND UTILIZATION AFFIDAVIT

Name of Project: _____

Contract Number: _____

Project Number: _____

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the (Title)_____ and duly authorized representative of (Name of Prime Contractor, Bidder and/or Vendor)_____ whose address is _____ in the City of _____ State of _____ and that I have personally reviewed the material and facts submitted regarding MBE/WBE participation for the above-referenced Contract, including the following statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Selected Contractor, Bidder and/or Vendor for the Project.

The Selected Contractor, Bidder and/or Vendor may count toward its MBE/WBE goal, work it performs in its area of certification if Selected Contractor, Bidder and/or Vendor is a certified MBE and/or WBE and/or a portion of the total dollar value of a contract with sub-subcontractors, suppliers of commodities and/or services directly or indirectly provided for this project as approved by the Illinois Sports Facilities Authority (ISFA) and/or its designated representative.

DIRECT / INDIRECT MBE/WBE PARTICIPATION

Name of MBE and/or WBE Contractor/Vendor	Type of Work to be Done	MBE Participation		WBE Participation	
		\$	%	\$	%
Total Net Direct / Indirect MBE/WBE Credit		\$	%	\$	%

Total MBE Participation \$ _____ or _____ % Total WBE Participation \$ _____ or _____ %

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE/WBE contract and/or subcontract will be sublet to non- MBE/WBE contractors.

_____ % of the dollar value of the MBE/WBE contract and/or subcontract will be sublet to MBE/WBE contractors.

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

The undersigned will enter into an agreement for the above work with their subcontractors, conditioned upon its execution of a contract with ISFA.

By: _____

Name of Prime Contractor, Bidder and/or Vendor (Print) Signature

(Date): _____ Name (Print): _____

(Address): _____ (Telephone Number): _____

(Fax): _____ (E-Mail): _____

<p align="center">Illinois Sports Facilities Authority</p> <p align="center">MBE / WBE UTILIZATION AFFIDAVIT</p>
--

Actual Utilization % MBE % WBE

Prime Contractor/Consultant Information

Project Name:

Prime Contractor/Consultant

The following schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to date.

[illegible]

Date Signed:

EXHIBIT C

DRAWINGS

N/A

EXHIBIT D
SPECIFICATIONS

Specifications Posted on ISFA Website

<https://www.isfaauthority.com/doing-business/construction/>

EXHIBIT E

PROCEDURES MANUAL FOR CONTRACTORS

**ILLINOIS SPORTS FACILITIES AUTHORITY
Freight & Service Elevator Modernization
Guaranteed Rate Field
CHICAGO, ILLINOIS**

***PROCEDURES MANUAL FOR
CONTRACTORS***

May 2, 2023

This document is supplemental information. In the event of any conflict between the terms of this manual and the terms of the Agreement between the Owner and Contractor, the Agreement between the Owner and Contractor shall take precedence.

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
1	Purpose and Intent
2	Project Goals
3	Special Jobsite Provisions
4	Special Administrative Provisions
5	Sample Forms/Attachments
	<ul style="list-style-type: none">▪ AIA G702 - Application and Certification for Payment (sample)▪ AIA G703 - Schedule of Values (sample)▪ Waiver of Lien to Date (sample) Final Waiver of Lien (sample)▪ Waiver Submittal Summary (sample)▪ MBE/WBE Utilization Affidavit▪ W-9
	Telephone Directory (TBD - To be sent after Contract Award)

SECTION 1 PURPOSE AND INTENT:

The Procedures Manual for Contractors is intended to be an information source and reference guide for personnel involved in the construction of the Freight & Service Elevator Modernization. The procedures set forth in this Manual are designed to:

1. Inform about jobsite-specific conditions and provisions.
2. Aid in the communication flow of the project.
3. Increase the efficiency of the construction process.
4. Show examples of standard forms used.

The Procedures Manual will be incorporated into each and every Contract covering the Work on this project. Nothing in this manual is intended to conflict with any of the other Contract Documents. If there are any questions regarding the information in this document, the Contractor must immediately contact the Owner.

The Contractor shall have copies of this manual made available at all times to its employees at both their office and at the jobsite. All Contractor's employees must be made aware of the policies outlined herein.

SECTION 2 PROJECT GOALS:

1. Operate a safe jobsite in compliance with all applicable regulations. Safety is a must. The Contractor and their subcontractors are required to be knowledgeable in the Project Safety Program.
2. Complete the project with no lost-time accidents or incidents.
3. Construct a quality facility in accordance with the Contract Documents.
4. Construct the project with no damage or theft to Guaranteed Rate Field property, facilities, or equipment.
5. Complete the project on time.
6. Build within budget constraints.

SECTION 3 SPECIAL JOBSITE PROVISIONS CONTENTS:

1. Contractor's Obligation to Meet Job Progress
2. Out-of-Sequence Work
3. Work Hours/Off Hours Work
4. Project Schedule
5. Material Deliveries
6. Contractor's Responsibility to Make Notification
7. Access to the Work
8. Protection of Existing Buildings/Structures/Underground Utilities
9. Expediting
10. Protection of Finished Work
11. Rubbish Removal and Clean Up
12. Street Cleaning
13. Scaffolding/Stairs/Ladders/Lifts
14. Parking
15. Construction Personnel Access
16. Areas Prohibited To Construction Personnel Access
17. Defined Construction Zone
18. Storage of Material and Equipment
19. Daily Construction /Manpower Reports
20. Job Meetings
21. Cutting and Patching
22. Utility Shut-Downs
23. Survey/Layout
24. Hoisting
25. Contractor's Supervisory Personnel
26. Identification Signs I Publicity
27. Jobsite Photos
28. Contractor's Offices and Shanties
29. Temporary Electric
30. Temporary Water and Plumbing
31. Temporary Sanitary Facilities
32. Iced Drinking Water
33. Smoking
34. Daily Cleaning
35. Final Cleaning
36. Hazardous Material Spills
37. Gasoline Engines
38. Radios
39. Visitor Registration and Authorization
40. Drugs, Alcohol, or Firearms
41. Contractor Site Communications
42. Food and Drink
43. Language
44. As-Builts
45. Security

SECTION 3 - SPECIAL JOBSITE PROVISIONS:

1. Contractor's Obligation to Meet Job Progress:

The full costs of standby services resulting from the Contractor working overtime or on weekends or holidays at his election or to insure completion of his Contract obligations to meet job progress shall be borne by the Contractor. These costs include, but are not limits to, all additional expenses incurred, such as: shop stewards, safety representatives, maintenance of temporary light and power, hoisting facilities, temporary water and sanitation, temporary heat, winter weather protection, Construction Manager supervision, and any and all other such services required by said overtime. The Contractor must provide a minimum of 24 hours' notice if standby services are required.

2. Out-of-Sequence Work:

The Contractor is expected to be experienced and familiar with the requirements and conditions encountered during the construction of phases of this project and one of these conditions is the necessary performance of "out-of-sequence" or "come-back" work. "Come-back" work is not limited to work that may be necessary for completion of work in occupied areas and out of sequence work for the separate bid packages. It shall also include a normal amount of work to complete each area or floor. "Out-of-sequence" work shall include phasing of the construction cycle to accommodate the installation of the work of the Contractor in a logical and orderly fashion or as directed by the schedule or Owner.

3. Work Hours / Off Hours Work:

The Project site will be accessible to construction workers 12 hours a day, 5 days a week, unless notified by the Owner. All Work performed is subject to compliance with all applicable City of Chicago laws and ordinances.

At no time shall Work interfere with building tenant activities. It is important to remember that Guaranteed Rate Field is an occupied building, and from time to time situations will arise that require coordinated activities in order to accommodate building occupants and/or activities. This work will be performed at no additional cost and with no overall impact to the project schedule.

4. Project Schedule:

The Contractor is expected to coordinate this work with all other Contractors who will be performing work simultaneously

5. Material Deliveries:

The Contractor shall schedule and ensure timely deliveries of all material so as not to delay the progress of the job. The Contractor shall schedule all deliveries with the Owner. In all cases, regardless of the source of the materials, the installing Contractor shall coordinate, receive, inventory, unload, uncrate, handle, relocate, hoist, distribute and store material delivered to the site. If the Contractor is not on site at the time of delivery, the delivery may be turned away, to be redelivered at a later date at the Contractor's expense.

6. Contractor's Responsibility to Make Notification:

Considering the Contractor's skills, general state of the art, and knowledge of his specialty, it shall be his responsibility upon discovery to immediately notify the Architect in writing of errors, omissions, discrepancies, and noncompliance with applicable codes and regulations within the documents or any work which will not fit or properly function if installed as indicated in the contract documents. This item is in no way intended to relieve the Architects and/or Engineers of their design responsibility. Should any discrepancies be discovered, the Architect shall be notified sufficiently in advance so that corrective action can be accomplished without affecting the progress of the condition of the Work. Once installation has begun, it is understood the Contractor has accepted the existing conditions.

7. Access to the Work:

The Owner, the Architect, Engineer, their employees or representatives of any other authority having jurisdiction over the work shall at all times be allowed access to the work. The Contractor shall provide safe and proper facilities for access and inspection, including standby personnel and equipment as required.

8. Protection of Existing Buildings / Structures / Underground Utilities:

The Contractor will take care to not disturb or damage the existing buildings, structures or underground utilities surrounding the project site. The Contractor will be responsible to properly protect these items when working nearby. These methods would include, but are not limited to: plywood protection, gypsum board protection, sheeting, dust protection, overhead protection and temporary feeds for interrupted utilities. (See "Utility Shut-Downs" section for more information pertaining to Utilities.)

9. Expediting:

The Contractor shall be responsible for the cost of expediting all fabrication and delivery of his materials, due to negligence by self. Should it become necessary, in Owner's opinion as advised by the Architect, to supplement the Contractor's expediting efforts in an effort to maintain the overall project schedule, then all costs incurred by the Owner may be back charged to the Contractor.

10. Protection of Finished Work:

The Contractor is responsible for protection of existing and new finished work until final acceptance. Any work or materials damaged by the Contractor's failure to provide proper protection shall be removed and replaced with new work at the Contractor's expense at no additional cost to the Ownership.

11. Rubbish Removal and Clean Up:

A. The Contractor shall be responsible for daily broom clean-up of its work areas and for transporting and depositing all of its rubbish, debris, cartons, crates, containers, etc., into dumpsters provided by the Contractor (to be located within the construction zone).

B. If, in the opinion of Owner as advised by the Architect, the job is not being maintained in a clean and safe condition, the Owner will have the condition corrected and back charge the responsible Contractor.

C. Contractors must legally dispose of steel drums, paint containers, oil drums, oil, paint or other hazardous fluids or materials at their own expense and shall not be disposed of in the dumpsters provided

by the Contractor. Violators shall be prosecuted. Likewise, no landscape wastes may be disposed of in the dumpsters.

12. Street Cleaning:

As it related to the Contractor's work including access to and from the site, deliveries, materials, equipment, packaging, and all operations related to their work, the Contractor must maintain the streets and parking lots adjacent to the site in a clean and safe condition (including, without limitation, temporary wheel wash arrangements and/or street sweeping by machine and hand if necessary). The Contractor shall be responsible for any and all street cleanup required as a result of its work.

13. Scaffolding / Stairs / Ladders / Lifts:

The Contractor shall provide and maintain any scaffolding, stairs, ladders or lifts required in connection with the Work. All of the above shall conform to the rules and regulations of all authorities having jurisdiction.

14. Parking:

The Contractor is to park their vehicles within designated parking assigned to them at the project site. Parking is not permitted on Shields Ave., Wells Street, 31st, 32nd or 33rd Streets; nor is personnel parking permitted in any of the Guaranteed Rate Field Parking Lots. Guaranteed Rate Field security will strictly enforce all facility parking regulations, including immediate ticketing and towing for violators.

15. Construction Personnel Access:

The Contractor is to access the project area through the service elevators located adjacent to the truck dock area.

16. Areas Prohibited To Construction Personnel Access:

- A. Except as permitted under Special Jobsite Provision **14 - Parking**, the Contractor shall not park, unload (personnel or materials), or congregate in areas outside the construction area.
- B. The Contractor will not be permitted to enter any existing space within Guaranteed Rate Field for any reason, including accessing cafeterias or restrooms, except as specifically authorized by Ownership personnel during the performance of contract work.

17. Defined Construction Zone:

The Contractor is to establish and maintain a perimeter barrier, defining the construction zone, and separating this area from the public.

18. Storage of Material and Equipment:

Storage of material and equipment at the site shall be permitted only to the extent approved in advance by the Owner, and if anything so stored obstructs the progress of any portion of work, it shall be promptly removed or relocated by the Contractor without reimbursement. If not removed or relocated within 24 hours, the Owner will do so with its own forces and back charge the responsible Contractor.

No storage facilities or watchmen will be provided by the Owner. Contractors are responsible for the protection, storage, and security of their own materials and equipment, including, without

limitation, the storage and protection of any and all materials which have been purchased and/or delivered, and have not yet been incorporated into the Work.

19. Job Meetings:

Monthly meetings will be necessary to ensure safe, satisfactory performance of work and proper coordination of all building trades. Should the Contractor fail to attend these meetings, the Contractor will be held responsible for any delay or expense incurred due to coordination conflicts or other problems related to the Work.

The Contractor shall have responsible representation at the following meetings:

- A. Contractor Pre-Bid Jobsite Visit - The Contractor warrants that prior to the submission of their lump sum proposal, they have visited the site for the purpose of fully understanding and accepting all conditions in and around the construction site. Site visits must be pre-arranged with the Owner, who must escort the Contractor on the jobsite.
- B. Pre-Mobilization Safety Meeting - To be held on-site for Contractor field foreman and workforce to discuss jobsite rules and regulations.
- C. Monthly Coordination and Safety meetings, held at the Jobsite. Contractor's field superintendent/foreman and project manager are required to attend.

21. Cutting and Patching:

The Contractor shall be responsible for all cutting which may be required in connection with the work. If the Contractor's work was not coordinated and installed at the appropriate time, the Contractor will be responsible for the cost associated with patching. No cutting should be performed without prior approval from the Owner, and, if applicable, the City of Chicago.

22. Utility Shut-Downs:

Guaranteed Rate Field requires a minimum of 2 weeks advance notice for shut-downs of utilities (I.e. water, gas, etc.), or as coordinated with the Owner. Fines for unscheduled utility disruption will be issued.

23. Survey/ Layout:

The Contractor shall be responsible for performing and confirming all layouts, work points for the Work, as Guaranteed Rate Field is an existing building, the Contractor is responsible for field verification of existing conditions prior to fabrication/installation of new work.

24. Hoisting:

No cranes are anticipated for the work as shown. If the contractor finds need for cranes to be used on the jobsite proper notification and reasoning is to be provided to the Owner for approval.

25. Contractor's Supervisory Personnel:

The Contractor shall provide full-time, competent supervisory personnel consistent with the size and complexity of the Work in order to: fully control their work force, coordinate their Work with that of related trades, and complete the Work in accordance with the Construction Documents and Schedule. The Contractor shall not remove such supervisory personnel from the site without Owner's written permission.

26. Identification Signs/Publicity:

No signs advertising the work or identifying any person, firm, or entity concerned with the work shall be allowed at the site unless approved in advance in writing by the Owner. No publicity or public relations releases are to be made without approval from the Owner.

27. Jobsite Photos:

No photographs will be required during the course of the work. The Contractor may choose to photograph certain conditions for review by the Ownership and the Design team as needed.

28. Subcontractor's Offices and Shanties:

Job trailers and offices will not be permitted on site. The Owner may choose to provide an unused area of the stadium for the Contractor's use during times of construction and storage of equipment.

29. Temporary Electric:

Power will be made available to the Contractor. Contractor is to coordinate requirements to the Owner prior to project start.

30. Temporary Water and Plumbing:

Water will be made available to the Contractor on site. Contractor is to coordinate requirements to the Owner prior to project start.

31. Temporary Sanitary Facilities:

Contractor will have use of designated sanitary facilities on site. Contractor is to advise the Owner if he needs additional areas for use.

32. Iced Drinking Water:

The Contractor shall furnish Iced drinking water during all working periods to his employees. The Contractor shall provide disposable large paper cups and a trash container for used cups. The Contractor shall be responsible for keeping the area clean. After notice by the Owner and failure by Contractors to comply, the Owner will clean up the area with its own forces and charge the costs to the Contractor.

33. Smoking:

Smoking will not be permitted on the construction site at any time. This rule will be strictly enforced.

34. Daily Cleaning:

The Contractor is responsible to maintain the construction site at all times. At the end of each day during construction operations, the Contractor is ensure that the areas of construction are clean, safe and accessible to stadium personnel.

35. Final Cleaning:

Upon completion of his work, the Contractor shall remove all marks, stains, smudges, etc., regardless of origin, including removal of all manufacturing and shipping labels and tags.

36. Gasoline Engines:

Gasoline or diesel powered engines are prohibited in any enclosed area. The Contractor utilizing hoists, lifts, and other pieces of equipment must provide LP gas or electric units to prevent any accumulation of carbon monoxide.

37. Radios:

Should Contractor consider using on-site communications by radio, the Owner must approve his choice of frequency.

38. Visitor Registration and Authorization:

The Contractor must receive Owner authorization to enter the project site. Access to the jobsite is limited to only individuals authorized by the Owner for specific construction needs. Families and friends of Contractors will not be allowed to enter the site.

39. Drugs, Alcohol, or Firearms:

No drugs, alcohol, or firearms will be allowed on the jobsite. Individuals caught with drugs, alcohol, or firearms on the jobsite will be removed from the jobsite and not allowed to return.

40. Contractor Site Communications:

The Contractor to provide a job foremen with the necessary office equipment and supplies to supervise their employees.

41. Food & Drink (Break & Lunch Accommodations):

Eating & drinking will be allowed only within the construction area. All debris must be deposited into covered containers on a daily basis.

42. Language:

The Contractor shall instruct its employees, each Sub-subcontractor's employees and all deliverymen to behave in a manner appropriate to the facility. Language and/or action that might be considered offensive to the staff or the public will not be tolerated. The Contractor shall take all possible measures to ensure that proper behavior is maintained.

43. As-Built:

Current as-built drawings must be maintained at the jobsite. If as-builts are not updated daily, the Design team will update the as-builts and the Contractor will be charged for staff time and a twenty-five percent (25%) administrative charge.

45. Security:

The Owner is not responsible for providing security service for the protection of the Contractor's tools, equipment, material, etc. Ownership will not accept liability for the loss of Contractors' tools, equipment, material, etc.

The Contractor will may choose to store equipment in the stadium overnight in an area designated to him by the Owner at his own discretion, but the owner is not responsible for loss or damage.

SECTION 4 - SPECIAL ADMINISTRATIVE PROVISIONS:

1. Drawings and Specifications
2. Proposals
3. Additional Work
4. Permits and Fees
5. Tax Exemption
6. Substitutions
7. Proof of Insurance
8. Communication
9. Back charges
10. Submittals
11. Requests for Information (RFI's)
12. Changes to the Work
13. Billing Procedures / Schedule of Values / Applications for Payment
14. Material Safety Data Sheets (MSDS's) and Safety Program
15. Information Required (Schedule, Manpower, Sub-subcontractor List, etc.)
16. Close-Out
17. Allowances

SECTION 4 - SPECIAL ADMINISTRATIVE PROVISIONS:

1. Drawings and Specifications:

The Contractor shall be responsible to review ALL drawings and specifications to identify the exact scope of the work. The issuance of selective portions of these drawings and specifications for bidding purposes shall not relieve the Contractor's responsibility for all the drawings and specifications. Additional contract drawings and specifications are available for purchase at the following company:

Blueprint Firm N/A
Address
Phone #

2. Proposals:

All bids or proposals shall be lump sum, and submitted in strict accordance with plans, specifications, and contract documents. Proposals shall be firm throughout the life of the project and shall include all escalation expenses.

3. Additional Work:

It should be understood that award of a Contract for a portion of the work shall in no way obligate the Owner to extend the Agreement to cover additional work throughout the Project; however, at the Owner's option, such additional work may be included in accordance with the terms and conditions of the Contract, or awarded to another contractor.

4. Permits and Fees:

Except for the basic building permits, Contractor proposals shall include all permits and inspection fees that may be directly applicable to the Work, including any necessary x-rays and inspections of existing precast concrete.

5. Tax Exemption:

This project is tax exempt. A Tax Exempt Status Letter from the Illinois Department of Revenue is included at the end of this section. This letter contains the Illinois Sports Facilities Authority tax exemption identification number.

6. Substitutions:

The contract price shall be in strict accordance with plans, specifications, and other contract documents, except for voluntary substitutions identified by the Contractor and accepted by the Owner prior to award. Post bid substitutions are not encouraged as they disrupt the orderly flow of the project. If substitutions are necessary, the Contractor must propose all substitutions prior to submittal. The Contractor shall be responsible for all delays caused by extended time required to review the substitution. The Contractor shall be responsible to coordinate all building components affected by the substitution and pay costs incurred by other contractors as a result of the substitution.

7. Proof of Insurance:

It is the Contractor's responsibility to submit and keep one current copy of their company's Certificate of Insurance for the work on this project. Original and renewal certificates must be sent to the Owner. Field work may not commence until adequate proof of insurance is received. Furthermore, no payments will be made to the Contractor after the expiration date of the latest Certificate of Insurance on file with the Owner.

8. Communication:

Direct communication to the Design team shall be allowed but any and all communications coming from or going to the Design team shall be copied to the Owner.

9. Back charges:

All Contractor back charges will be marked up 20% by the Owner to cover administrative costs. The Owner, will notify the Contractor, in writing, of all impending back charges.

10. Submittals:

The Contractor shall provide submittals in accordance with the project specifications.

For identification, all submittals shall be accompanied by a letter of transmittal and each shop drawing, sample, brochure, etc., submitted for the Consultant's review must bear the following identification on the item itself:

Project:	Vertical Transportation Maintenance Agreement
Consultant:	Lerch Bates
Contractor	<i>(filled in by Contractor)</i>
Specification Reference:	<i>(filled in by Contractor)</i>
Submittal Description:	<i>(filled in by Contractor)</i>
Submittal Number:	<i>(filled in by Contractor)</i>

The "Submittal Number" item will be in accordance with the submittal log prepared by the Contractor and approved by the Engineer. Any item not labeled per the above will be returned to the Contractor for labeling with no schedule extension. The Contractor shall bubble or highlight all revisions to indicate changes from the previous submittal. If all changes are not bubbled, the submittal will not be reviewed. Note that approval of a submittal is not to be interpreted as approval of a change in the contract price or recognition of a claim for a change in contract price.

All submittals must be submitted electronically to:

maureen@isfauthority.com
Charlie.Geist@LerchBates.com
russell@isfauthority.com

Submittals will be returned electronically after Consultant's Review.

11. Requests for Information (RFI's):

The Contractor shall submit questions and clarifications related to the contract documents electronically to:

maureen@isfauthority.com
Charlie.Geist@LerchBates.com
russell@isfauthority.com

RFI responses will be returned electronically.

12. Changes to the Work:

A. Document Revisions

If the Engineer issues drawings, specifications, and other document revisions affecting the scope of work then a transmittal cover letter notifying the Contractor of the change, requesting a proposal for the cost and schedule impact of the change, and indicating whether or not to proceed with the work. Each change is assigned a Control "PCO" number. The Contractor shall submit within 7 days unless otherwise indicated on the cover letter, a proposal containing the following information:

- 1) The Control "PCO" Number reference
- 2) Breakdown for labor material and equipment costs with overhead and profit shown separately. (Reference the Formula for Changes, located in Exhibit A, for allowable percentage mark-ups).
- 3) The schedule impact of the change, if any.

Failure by the Contractor to provide the Owner a written proposal for the change within the response time shall indicate the Contractors confirmation that the change has no cost or schedule impact on the work and shall release the Owner from any and all claims for additional cost and time of completion related to this change.

After the Engineer reviews the Contractor's proposal for correctness with the Owner, the Owner will then issue a formal Change Order revising the contract price by the appropriate amount. The Owner will not release payment to a Contractor/Material vendor for extra work performed until a Change Order or Purchase order is fully executed with signatures from both the Contractor and the Owner.

B. Field Work Orders:

Field work orders will not be issued on this project and all additional work must be approved through the Change Order process.

13. Material Safety Data Sheets (MSDS's) and Safety Program:

The Contractor shall submit Material Safety Data Sheets (MSDS's) for all materials to be used during the performance of their Work on the project, as well as a copy of the Subcontractor's Safety Program. Work will not be permitted to commence without these items having been submitted to and reviewed by the Engineer.

14. Information Required (Schedule, Manpower, Sub-subcontractor List, etc.):

The Contractor shall furnish the Owner with the following information pertaining to his work within seven (7) days of contract award. No payment application will be accepted until all information is received.

A. A schedule which combines both manpower and time requirements including:

- 1) Work areas or scope items clearly broken down as required by the Owner, as advised by the Engineer, for schedule planning.
- 2) Total man days required to perform each of the major items of work.
- 3) Estimated weeks required to complete the work in each of the Contractor's major areas of work. Include crew sizes.
- 4) Schedule of values for all construction activities and equipment.

B. List of Sub-Subcontractors to be employed on the jobsite.

C. A schedule detailing the fabrication sequence and time required for fabrication and delivery of major material and equipment.

D. List of vendors, schedule of submission of shop drawings, time allowed for approval, and fabrication times.

E. All of the above must conform to the Owner's master schedule.

15. Close-Out:

Project close-out requirements shall include, but not necessarily be limited to, the following items, in accordance with the Specifications:

- A. Record drawings – CAD updated as-builts
- B. Instruction, maintenance, and operations manuals
- C. Warranties and guarantees
- D. Attic stock materials
- E. Final Lien Waivers

16. Allowances:

NONE

SECTION 5 - SAMPLE FORMS/ ATTACHMENTS:

- AIA G702/CMA - Application and Certification for Payment (refer to contract)
- AIA G703 - Schedule of Values (refer to contract)
- Waiver of Lien to Date (sample) Final Waiver of Lien (refer to contract)
- MBE/WBE Utilization Affidavit (refer to contract)
- W-9 (refer to contract)

EXHIBIT H

PURCHASE REQUISITIONS

SCOPE OF WORK

Vertical Transportation Maintenance Agreement CONTRACTOR

This Scope of Work Document is being provided for your use as a general guideline. Please note, this Document is not all-inclusive; it is the contractor's responsibility to provide a complete bid.

1. Contractor Work as described in the following documents:

A. Notice To Bid Letter dated

B. Requests for Bids Manual dated May 3, 2023

- 1) Exhibit A - Bid Form dated May 3, 2023
- 2) Exhibit B - MBE/WBE
- 3) Exhibit C - Contractors Qualifications
- 4) Exhibit D - Non-collusion Affidavit
- 5) Exhibit E - Contract
- 6) Exhibit F (separate sheets) - Drawings N/A
- 7) Exhibit G - Specifications dated May 3, 2023
- 8) Exhibit H - Procedures Manual for Subcontractors dated May 3, 2023
- 9) Exhibit I - Scope of Work - Purchase Requisitions
- 10) Exhibit J – Completion Dates and Milestone Schedule

2. The Scope of Work includes, but is not necessarily limited to providing the following:

- 1) All the Drawings as per Exhibit F and all the Specification Sections as per Exhibit G. Refer to the separately bound documents.
- 2) The Contractor Bid Package shall include all demolition; and all trades and materials required to complete the scope of the project as outlined in the drawings and specifications.
- 3) All work to be furnished and installed per the contract documents and specifications.
- 4) Provide all warranties, including manufacturer and contractor warranties, as indicated for each portion of the work.

- 5) Provide construction barricades as necessary for the areas affected during construction to ensure safe operation of the facility.
- 6) Contractor shall include all permits and inspection fees that may be directly applicable to the Work. Contractor to coordinate.
- 7) Contractor shall include all mobilizations and de-mobilizations required to complete the work.
- 8) Warranty effective date shall be based on Substantial Completion from Architect/Engineer.
- 9) Remove ceiling, lights, piping, ductwork and conduits as required to access waste piping to be replaced. Store all removed items for reinstallation following unit replacement. Maintain operation of fire alarm and sprinkler systems during construction.
- 10) Provide demolition of waste pipe as shown and scheduled on the drawings.
- 11) Provide new waste pipe and new vent pipe of scheduled materials as shown on the drawings.
- 12) Reinstall piping, ductwork, conduits, lights and ceiling removed to provide access to waste piping. Replace items damaged from removal, storage and reinstallation. Restore all finishes to match existing.

3. This Scope of Work specifically excludes the following:

- 1) Sales Tax

4. The Scope of Work includes, but is not necessarily limited to the following understanding and stipulations:

- 1) The Contractor shall coordinate all sequence of operation activities with the Owner. Coordination and field sequencing with other trades will be required. The successful Contractor will be required to attend and participate in the preparation of "Contractor Coordination Drawings" and weekly coordination meetings with trade contractors where requirements, conflicts, and coordination issues will be discussed and resolved. Attendance when requested is mandatory. Dimensions outlined on drawings or other Contract Documents require field verification and adjustment as necessary to accomplish coordinated and workable layout without additional compensation.
- 2) The Contractor understands the contract documents, has visited the site, and understands the site logistics, accessibility and coordination requirements of the project in order to perform a complete job.
- 3) The Contractor acknowledges and represents that the Contractor has examined and fully understands the Plans, Specifications, and Reports listed in the Contract Documents.

- 4) Maintain the parking lots and streets adjacent to the site in a clean and safe condition.
- 5) Material deliveries shall be limited to times and areas as coordinated with the Owner. The Owner is to be advised of all deliveries for equipment and material twenty-four (24) hours in advance. Encroachment on mobilization and staging areas designated for other Subcontractors will not be permitted.
- 6) The Owner will provide a small area for storage which the Contractor can use at his discretion. Owner will not be liable for any equipment stored at the facility.
- 7) The Owner will provide temporary power for small tools and for lighting.
- 8) Should at any time the safety of any existing or new construction, utilities, etc. appear to be endangered, the Contractor shall at their own expense take all proper means including any additional bracing and/or shoring necessary to safeguard and prevent any such movement or settlement, and to support such structures until such time as is no longer necessary.
- 9) The documents incorporated as part of this Contract are not 100% complete documents. Where information is lacking, the Contractor has made reasonable assumptions based upon document intent, industry standards and applicable codes, and maintained sufficient monetary budget holds to provide a 100% complete job.
- 10) The Contractor Bid Package shall include, but not be limited to any/all materials, labor, equipment, tools, supplies, access, samples, shop drawings, as built documentation, engineering, mock-ups, layout, plant costs associated with fabrication and transportation, contributions, insurance as applicable, compliance with any/all governing agencies, including City, Count, State, Federal as may be required, and any/all other services and facilities, and other requirements as necessary to complete the work detailed, and/or implied by the Contract Documents and as listed in the Invitation To Bid and as defined herein.
- 11) Schedule dates included in Exhibit J are to be used as a guideline for bidding purposes. Note that the Owner reserves the right to select and coordinate the start or completion dates at their discretion within the defined Milestone Schedule.
- 12) The Contractor must include crews as necessary to maintain the project schedule and work within the designated times when the facility is not in use.
- 13) Within two weeks of the award of the contract, the Contractor will be responsible for providing comprehensive Job Hazard Analysis (JHAs) for hazardous tasks associated with the project. This submission shall include but not be limited to provisions for managing hazards to workers, pedestrians, vehicular traffic and building occupants. These JHAs shall also be provided with the contractors Written Project Safety Program.
- 14) The Contractor shall participate in compiling one single coordinated master set of Project Record Drawings that will be maintained on site.
- 15) The Contractor is responsible for maintaining a record set of approved shop drawings to be turned over to the Owner at the completion of the Project.

- 16) All vehicles working on concrete slabs and decks in the facility must have non scuffing/non-marking tires. The Contractor is responsible for cleaning any blemishes on the concrete deck or carpet as the result of construction activities.
- 17) If any conflicts arise between these general notes and the Drawings and Specifications, contractor shall alert and qualify the Owner upon submission of bid. Otherwise, the contractor shall provide as deemed to be in the best interest of the project at the Owner's discretion.
- 18) The Contractor shall provide all testing required for the project.
- 19) Inspections may be required by the City of Chicago. The Contractor shall give proper notice to the City of Chicago and the Owner when any work is ready for inspection. The Contractor shall comply with all requirements and requests of the City of Chicago.
- 20) The Contractor shall weigh or tie down all materials subject to high winds before leaving the project site for the day.
- 21) Where additional work outside the scope of the construction documents is required, the Contractor is to provide the Owner with tickets for allowance items, or labor hours every day for signature. The Contractor is responsible for acquiring these signatures.
- 22) Ensure proper barriers are maintained for any area under construction and not safe to the general public or staff.
- 23) On days when the Chicago White Sox Baseball has games, no construction activities or deliveries are allowed. For schedule dates refer to Exhibit J and to the Official Chicago White Sox Baseball Schedule.

5. Allowances

The following are established Allowances that are to be included within the Contract price. The Contractor must receive the Owner's written approval on behalf of the Owner to charge time or spend against the allowances. All unused/unspent Allowance dollars will revert back to the Owner 100%.

1) NONE

6. Alternates

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

1) NONE

END OF PURCHASE REQUISITION

EXHIBIT J

COMPLETION DATES AND MILESTONE SCHEDULE

MILESTONE SCHEDULE

Vertical Transportation Maintenance Agreement Timeline

Contract Awarded on or around June 1, 2023

Mobilization / Construction activities begin approximately June 1, 2023