

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

**Escalator Cladding Repair Gate 3**

Dated: October 17, 2023

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

Attention: Maureen Gorski, Director of Facilities

Mandatory Pre-Bid Meeting: Monday, October 23, 2023 at 1:00 PM

Due Date: Friday November 3, 2023 at 12:00 PM CDT

October 17, 2023

Re: Illinois Sports Facilities Authority  
**Escalator Cladding Repair Gate 3**  
Guaranteed Rate Field  
Chicago, Illinois

Bid Deadline:  
Friday November 3, 2023 at 12:00 PM CDT

E-Mailed Bids due To:  
[Maureen@isfaauthority.com](mailto:Maureen@isfaauthority.com)  
[Russell@isfaauthority.com](mailto:Russell@isfaauthority.com)  
[Aaron.Kellas@LerchBates.com](mailto:Aaron.Kellas@LerchBates.com)

Bid Documents  
**Escalator Cladding Repair Gate 3**

To All Bidders:

This information applies to ISFA Project – **Escalator Cladding Repair Gate 3**

Request For Proposal Manual, dated October 17, 2023

Specifications, dated October 17, 2023

Please ensure you have all these documents for this Request for Proposal and that the e-mailed bid is labeled “**Escalator Cladding Repair Gate 3**”.

Sincerely,

Maureen Gorski  
Director of Facilities  
Illinois Sports Facilities Authority

**NOTICE OF ILLINOIS SPORTS FACILITIES AUTHORITY  
REQUEST FOR PROPOSAL (“RFP”) FOR  
Escalator Cladding Repair Gate 3**

The Illinois Sports Facilities Authority (the “Authority”), Chicago, Illinois is seeking the removal and replacement of isolated steel supports of exterior escalator cladding at Gate 3 at Guaranteed Rate Field, located at 333 West 35th Street, Chicago, Illinois 60616.

Potential trade involvement includes the following:

- X Iron Workers
- X Ornamental Iron Workers

The bid documents will be posted Tuesday, October 17, 2023 and available for download via web site. Click on the following link to download the documents:

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

A mandatory pre-bid meeting will be held on Monday October 23, 2023 at 1:00 pm. Contractors interested in providing emailed bids for the project must attend. Bids will be e-mailed to [Maureen@isfauthority.com](mailto:Maureen@isfauthority.com), [Russell@isfauthority.com](mailto:Russell@isfauthority.com), and [Aaron.Kellas@LerchBates.com](mailto:Aaron.Kellas@LerchBates.com), and are due no later than 12:00 PM, central daylight time on Friday November 3, 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  
Escalator Cladding Repair Gate 3  
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 repair the Escalator Cladding at Gate 3 at Guaranteed Rate Field during 2023-2024, as outlined and detailed in the project Specifications dated October 17, 2023 and Specifications (collectively, the "Project"). The Owner hereby requests emailed 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, 328 South Jefferson Street, Suite#760, Chicago IL, 60661. The Contractor will be paid a stipulated sum for performance of the Project.

Bidders shall submit their e-mailed Bids to the Owner no later than 12:00 p.m. on November 3, 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, 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 product drawings prepared by the Consultant and available separately as Exhibit F (the "Drawings"), the specifications prepared by the Consultant, 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 on October 23, 2023 at 1:00 pm. 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](mailto:maureen@isfauthority.com), Russell Levine, Administrative Coordinator, Illinois Sports Facilities Authority, [russell@isfauthority.com](mailto:russell@isfauthority.com) and to Aaron Kellas, Consultant, Lerch-Bates, [Aaron.Kellas@LerchBates.com](mailto:Aaron.Kellas@LerchBates.com). Requests for interpretation will be referred to the Project Consultant as deemed appropriate. Requests for interpretations must be received no later than October 27, 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 October 31, 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 e-mailed proposals until 12:00 p.m. on November 3, 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 lower left-hand corner of the envelope 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 Architect/Engineer shall consider requests for substitutions in accordance with the Specifications.

### **Section 3.7 Withdrawals.**

Any Bidder may withdraw its Bid by email, with proper identification, at any time prior to 10:00 a.m. on November 6, 2023. 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.

- F.** Certificates must be provided for all MBE and WBE firms involved with the project when the bid is submitted. MBE and WBE participation will not be considered without valid certificates.

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.

One electronic copy shall be e-mailed to Maureen Gorski – [maureen@isfauthority.com](mailto:maureen@isfauthority.com), Aaron Kellas– [Aaron.Kellas@LerchBates.com](mailto:Aaron.Kellas@LerchBates.com) and cc: Russell Levine – [russell@isfauthority.com](mailto:russell@isfauthority.com) with the subject line identified as “Guaranteed Rate Field –“Escalator Cladding Repair Gate 3”

Bids must be received at the e-mail addresses listed in the previous paragraph, no later than 12:00 p.m. November 3, 2023.

### Section 4.2 Contents of Bid

Bids 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 any 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) Price. Price" shall consist of a completed Bid Form in the form set forth as Exhibit A hereto and a Schedule of Values. The Schedule of Values shall allocate the base Bid among the various portions of the Work and identify all Subcontractors and Suppliers included in the Work. The Bid Form and the Schedule of Values will be incorporated into the Contract as a schedule thereto.
- (c) Proposed Schedule. A detailed project schedule indicating the duration of time required for replacement of each item in the scope of work. The project completed in its entirety by December 22, 2023.
- (d) 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.
- (e) 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.
- (f) Non-Collusion Affidavit. A fully completed and properly executed Non-Collusion Affidavit attached as Exhibit D hereto.

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

(h) 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.

(i) 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 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 4.4 Billing Procedures / Schedule of Values / Applications for Payment:**

#### **Preparing an Application for Payment**

In addition to complying with the provisions of the Agreement, the following describes the requirements for submitting each Application for Payment.

If you do not submit the required documents accurately and on time, your payment will likely be delayed. If payment submission is incomplete, the entire payment may be deferred until the next payment application.

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

- a) List of subcontractors and consultants.
- b) Contractor's Daily Logs
- c) Schedule of Values
- d) MBE/WBE Subcontract Awards and all Certification Letters.
- e) Subcontractor's Construction Schedule (preliminary, if not final).
- f) List your company's commodity codes, as identified in the North America Industry Classification System (NAICS), which can be found at <http://www.census.gov/eos/www/naics/>.

- g) Schedule of Unit Prices.
- h) Submittals Schedule.
- i) Executed Contract.
- j) Certificate of Insurance.
- k) Performance and Payment Bonds.
- l) Surety Letter.
- m) W-9 Form.
- n) In the event a company seal is not utilized, a letter on company letterhead must be provided stating such.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month immediately preceding the month in which an Application for Payment is received by the Owner. Provided an Application for Payment is received by the Owner not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment. If the Owner or the Engineer have questions regarding an Application for Payment or needs additional information, they will use reasonable efforts to communicate any such requests to the Contractor within two (2) weeks following receipt of the relevant Application for Payment. The Contractor shall respond and provide any such additional information no later than five (5) days following any such request, or payment may be delayed.

#### **Pencil Copy (Draft Copy)**

Prior to your first payment application, a detailed Schedule of Values shall be submitted to the Owner for approval. This Schedule of Values should itemize your contract amount into various parts, separating material, equipment, labor, and subcontractors where applicable. Furthermore, the schedule must be in sufficient detail to allow accurate monthly reviews of completed work. You will need to submit this schedule immediately upon notice of award to the Owner.

The Engineer will meet with the Owner following receipt of the pencil draft of the Contractor's payment application. The Contractor will be contacted prior to the application deadline with any changes that may be required. If the Contractor does not receive instructions from the Engineer for required revisions to the submitted application, the Contractor will forward **one (1) original** notarized payment applications to:

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

The actual Payment Request Packet documents shall incorporate all changes agreed to on the draft copy.

#### **Payment Request Packet**

A complete Payment Request Package shall contain **one (1) originals** of the following documents with the exception of the certified payroll only **one sets of (1) originals** are required.

Include partial and/or final waivers of lien as applicable and similar attachments as required.

- Page 1: **AIA Document G702.** "Application & Certificate for Payment" (latest version).  
This form must be completely filled out, signed, and notarized.  
**NOTE:** Ten percent (10%) retainage shall be shown until otherwise authorized.  
**NOTE:** Only change orders that have been fully executed within the month are allowed for inclusion on such payment request.  
**NOTE:** Documents shall be executed in blue ink and be for work actually (not projected) completed within the prior month.
- Page 2: **AIA Document G703.** "Continuation Sheet" (latest version).  
This form must be completely filled out. Computerized versions of this document are acceptable.
- Page 3: **Waiver Submittal Summary Sheet.** This sheet should contain a list of all waivers, which are actually enclosed with the Payment Application.
- Page 4: **Partial/Final Waivers and Subcontractor supporting waivers:** Completed for all subcontractors and suppliers. The phrase "All Materials Taken From Fully Paid Stock" will not be accepted. Waivers must be provided from the Contractor and all subcontractors and sub-subcontractors on the forms included in Exhibit D.
- Page 5: **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.

Page 6:                   **Updated MBE/WBE Utilization Affidavit:** Showing actual subcontractor dollar amounts and percentages in accordance with current Schedule of Values and Payment Application.

Page 7:                   **Updated Performance and Payment Bonds.** If the amount of the original contract value and fully executed change orders exceeds the capacity of the surety on the original Performance and Payment Bond, an updated Performance and Payment Bond must be submitted to match the current contract value.

**Partial Payment Waivers:** All Waivers of Lien, including waivers from your subcontractors, sub-subcontractors and suppliers and subcontractors' suppliers, shall be on the Partial Lien Waiver forms attached to the "contract as Exhibit D". These waivers shall reflect the amounts from the current application for payment. Waivers must be for the actual (net) amount received, not the gross amount before retainage.

**Final Payment Waivers:** All Final Waivers of Lien, including waivers from your subcontractors, sub-subcontractors and suppliers and subcontractors' shall be on the forms attached to the contract as Exhibit D. Final waivers of lien from all parties must be included in your final payment request.

**PLEASE NOTE:** Late or incomplete payment applications will be held until the following month for processing.

You will be contacted by the Owner if there are missing or incorrect documents included in your application. It is ISFA's intent to release checks to the General Contractor on the date denoted in the above schedule. Checks will not be released without **one (1)** original notarized lien waiver with a company seal (or letter on company letterhead indicating no company seal is used by the entity) for the full amount of the check. Waivers should be sent in with the final copies and must identify all subcontractors and suppliers; and contain all supporting waivers. You must include waivers from all subcontractors, sub-subcontractors and suppliers and subcontractors' suppliers.

All documentation must be submitted for the preparation of a formal Change Order, issued by the Owner, before the work can be included in your monthly payment application. A Change Order must be issued by the Owner and executed by the Contractor, the Architect and the Owner before payment for extra work can be included in your payment application.

Any reduction in Contractor's retention requires prior approval from the Owner, and the Consultant. Requests for retention reductions should be submitted in writing to the Owner prior to being included on the General Contractor's payment application. The General Contractor must submit an Affidavit listing all monies due or to become due to other parties entering into the work.

## **Final Payment**

The Request for Final Payment shall include all the documents listed above and one (1) originals of the following:

1. Final sworn statement and all Final Waivers of Lien, on forms attached to the contract as Exhibit D.
2. Contractor's Affidavit of Payment of Debts & Claims, AIA Document G706.
3. Contractor's Affidavit of Release of Liens, AIA Document G706A.
4. Consent of Surety to Final Payment, AIA Document G707 (if applicable).
5. Final Certified Payroll (accompanied by apprentice certificates as applicable).
6. Final MBE/WBE Utilization Affidavit.

The Illinois Sports Facilities Authority is not obligated to make final payment until the Owner, Construction Manager and Architect agree that the work is complete.

## **Forms**

**Provide the requested information on the following forms and/or in a format as approved in advance by the Owner.** The AIA forms cited below can be found at <http://www.aia.org/contractdocs/aiab078909>.

- ☒ AIA A312-2010, Performance Bond and Payment Bond
- ☒ AIA G702/G702/CMa (G732-2009) - Application and Certification for Payment
- ☒ AIA G703 - Continuation Sheet aka Schedule of Values ☒ Partial Lien Waiver (see Exhibit D)
- ☒ Final Waiver of Lien (see Exhibit D)
- ☒ MBE/WBE Utilization Affidavit (see Exhibit C)
- ☒ Certified Payrolls
- ☒ W-9

## **ARTICLE V.**

### **QUALIFICATION CRITERIA**

The Owner and its consultants will evaluate 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 to the Owner no later than 12:00 PM on November 3, 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  
Escalator Cladding Repair Gate 3  
Guaranteed Rate Field - Chicago, IL**

ISFA Contact: Maureen Gorski, Director of Facilities

Emailed Bids Due: November 3, 2023 at 12:00 PM CDT

PROJECT: **Escalator Cladding Repair Gate 3**  
Guaranteed Rate Field  
333 West 35<sup>th</sup> Street  
Chicago, Illinois

BID TO: Maureen Gorski  
Illinois Sports Facilities Authority  
333 West 35<sup>th</sup> Street  
Chicago, Illinois  
Email: [Maureen@isfauthority.com](mailto:Maureen@isfauthority.com)

BID FOR: \_\_\_\_\_  
(Bidder's Name)

\_\_\_\_\_  
(Bidder's Address)

DATE: \_\_\_\_\_, 2023

**THE UNDERSIGNED:**

1. Acknowledges Receipt of:
  - a. Drawings and Technical Specifications:  
**Escalator Cladding Repair Gate 3**  
Guaranteed Rate Field  
Chicago, Illinois  
Dated: October 17, 2023
  - b. Addendum 1



2. Has examined the site and all Bidding Documents.
3. Agrees:
  - a. To hold the Bid open until 1 calendar year after the Bid Opening.
  - b. To be bound by the provisions of the Contract.
  - c. To provide to the Owner a Performance Bond and a Payment Bond in an amount equal to 100% of the Bid amount, or equal to the largest Bid amount submitted by Bidder if multiple Bids are submitted, and provide proof of insurance coverage to the owner for the entire Work in accordance with the Contract Documents within two (2) days of the execution of the Contract. The cost of these bonds and insurance is to be included in the Base Bid, or each of the Base Bids if multiple Bids are submitted.
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 electronically to Maureen Gorski, Russell Levine and Aaron Kellas via email at [Maureen@isfauthority.com](mailto:Maureen@isfauthority.com), [russell@isfauthority.com](mailto:russell@isfauthority.com) and [Aaron.Kellas@lerchbates.com](mailto:Aaron.Kellas@lerchbates.com) on the attached Bid.  
Form shall include Lump sum pricing for Base Bid and Alternates as well as requested Unit Pricing as defined on the bid form.
  - ☐ Certificate of Liability Insurance in accordance with the requirements stipulated in Section 8.1 of ISFA's Short Form Agreement between Owner and Contractor.
  - ☐ Payment and Performance Bond as outlined in Section 8.3 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 Work requires field measurement and verification of dimensions. Dimensions shall be measured at each location prior to installation of equipment and materials. The Contractor shall report any inconsistencies, variances, obstructions, and/or interferences to the Architect/Engineer prior to proceeding with installation. If field dimensions indicate that the work cannot be installed per the Drawings, notify the Engineer for design modifications. Do not scale Drawings.
  - ☐ The construction schedule and staging shall be coordinated with the Owner to minimize interference with scheduled events. The Contractor shall provide all temporary controls as necessary to accommodate the building operations.

- ☐ 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.
- ☐ The Contractor shall provide shoring, bracing, and support as required to maintain the structural integrity of the existing construction during the work. Construction debris shall be removed in a manner that avoids overloading adjacent structural members.
- ☐ Contractor shall be responsible for the restoration of finishes affected by work.

**A. BASE BIDS:**

**1. GENERAL CONDITIONS:**

This item shall consist of the mobilization, project management, supervision, subcontractor coordination, incidental damage, site restoration exclusive of landscaping, debris disposal, permits, temporary protection, and typical general costs that are not defined by a site specific trade.

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**2. ACCESS EQUIPMENT**

Cost of accessing all areas for escalator cladding repair work to be performed.

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**3. ESCALATOR CLADDING SUPPORT REPAIR**

Repair internal steel supports at nine (9) escalator landings, replace connections as shown on drawings, include removal and re-installation of materials as necessary to complete the cladding support repair work.

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**4. ESCALATOR CLADDING FASTENER INSTALLATION**

Remove existing adhesive at connections as shown on drawings, and install new fasteners through existing escalator truss frame, includes the cost of materials as necessary to complete the work.

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**5. FEES**

Total of charges fees (overhead, profit, permitting, etc.) associated with this work.

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

## **C. UNIT PRICES**

**Unit Price by Category if Applicable**

**D. AGREES TO THE FOLLOWING**

1. To obtain any and all building permits required to perform this work.
2. To complete the work in the time frame stipulated by the Owner.
3. To work at least five full working days per week, when weather permits, or as the schedule allows.
4. To work within the hours of 6:00 a.m. and 5:00 p.m unless otherwise stipulated.
5. To start work within 10 days after signing agreement.

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**

**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<br>MBE and/or WBE<br>Contractor/Vendor | Type of Work to be<br>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)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Fax:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print):

\_\_\_\_\_  
Telephone Number:

\_\_\_\_\_  
E-Mail:

|   |                      |   |     |                      |   |     |                  |  |  |  |  |  |
|---|----------------------|---|-----|----------------------|---|-----|------------------|--|--|--|--|--|
| Proposed Utilization                                  | <input type="text"/> | % | MBE | <input type="text"/> | % | WBE |                  |  |  |  |  |  |
| Actual Utilization                                    | <input type="text"/> | % | MBE | <input type="text"/> | % | WBE |                  |  |  |  |  |  |
| <b><u>Prime Contractor/Consultant Information</u></b> |                      |   |     |                      |   |     |                  |  |  |  |  |  |
| Name of Entity:                                       |                      |   |     |                      |   |     | Contract Number: |  |  |  |  |  |
| Address:  |                      |   |     |                      |   |     | Project Number:  |  |  |  |  |  |
| City, State, Zip Code:                                |                      |   |     |                      |   |     | Project Name:    |  |  |  |  |  |
| Telephone Number:                                     |                      |   |     |                      |   |     |                  |  |  |  |  |  |

|   |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|--|
| Prime Contractor/Consultant   |  |  |  |  |  |  |  |  |  |
| with in connection with the above caption contract and have furnished, or are furnishing and preparing materials for, and/or rendering services to the project above as per the the contract agreement. The MBE/WBE certification status has been verified. |  |  |  |  |  |  |  |  |  |

| CONTRACTOR/SUBCONTRACTOR   | GOOD/SERVICES PROVIDED | AMOUNT OF CONTRACT | MBE AMOUNT | MBE % | WBE AMOUNT | WBE % |
|--|------------------------|--------------------|------------|-------|------------|-------|
|  |                        |                    |            |       |            |       |
| Example  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
| (Please remove data in shaded area before entering your companies data.) |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
| General Contractor   | Description of Project | 500,000            |            |       |            |       |
|  |                        |                    |            |       |            |       |
| Subcontractor  | Trade                  | 169,000            | 169,000    | 33.8% |            |       |
| Subcontractor  | Trade                  | 47,000             |            |       | 40,000     | 8.0%  |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
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|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
| <b>TOTAL CONTRACT AMOUNTS AND PERCENTAGES</b>                            |                        | \$ 716,000         | \$ 169,000 |       | \$ 40,000  |       |

Date Signed:

**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.

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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;

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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 Sub-subparagraph 4.3.3: "4.3.3 Total bonding capacity is:  
\_\_\_\_\_,"
  11. 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."

## **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 - Escalator Cladding Repair Gate 3 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 Escalator Cladding Repair Gate 3.
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 35<sup>th</sup> Street  
Chicago, Illinois 60616  
Attn: Chief Executive Officer

and the Contractor:

*(Name and address)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Project is:

*(Name and location)*

Guaranteed Rate Field  
333 West 35<sup>th</sup> 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 construction and services, and shall include all labor, materials, equipment and other items necessary to complete such construction and 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. DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION & 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 achieve Substantial Completion of the entire Work not later than: **INSERT DATE**, subject to authorized adjustments of the Contract Time as provided in this Agreement.

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

### **III. PROGRESS PAYMENTS & FINAL PAYMENT**

**Section 3.1.** Based upon properly completed Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in this Agreement. The Contractor shall adhere to the Payment Procedures set forth in Exhibit B attached hereto, and all Applications for Payment shall conform to Exhibit B.

**Section 3.2.** Each Application for Payment must be accompanied by: (i) sworn statements in the form included in Exhibit D identifying all subcontractors, sub-subcontractors and suppliers (ii) lien waivers from the Contractor and all subcontractors, sub-subcontractors and suppliers in the forms attached hereto as Exhibit D; and (iii) all and any other information or documentation required by Exhibit B or otherwise reasonably requested by the Owner. Applications for Payment not properly completed and accompanied by all supporting documentation will not be processed by the Owner.

**Section 3.3.** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month immediately preceding the month in which an Application for Payment is received by the Owner. Provided a complete Application for Payment is received by the Owner no later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the complete Application for Payment. If the Contractor fails to submit a properly completed Application for Payment (accompanied by all necessary documentation) in sufficient time to make payments when due to subcontractors and suppliers, such failure shall be considered a breach of this Agreement by the Contractor.

**Section 3.4.** Applications for Payment shall indicate the percentage of completion of the Work as of the end of the period covered by the Application for Payment. The Contractor hereby warrants that title to all Work covered by an Application for Payment will pass to Owner no later than the time of payment for such Work.

**Section 3.5.** Subject to other terms and provisions of this Agreement, the amount of each progress payment shall be computed as follows:

- A. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of the Work by the total Contract Sum, less retainage of ten percent (10%);
- B. Subtract the aggregate of previous payments made by the Owner; and
- C. Subtract amounts, if any, which the Owner has withheld as provided in Paragraph 7.2.

**Section 3.6.** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work has been completed and the Agreement fully performed. Final payment shall not be made until the Owner has received a final sworn statement and final lien waivers from all subcontracts, sub-subcontractors and suppliers in the forms attached hereto as Exhibit D, the MBE/WBE Utilization Affidavit described in Section 10.6, certified payrolls as required by Section 10.9 and any other information or documentation required by

Exhibit B or otherwise reasonably requested by the Owner. Acceptance of final payment by the Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee.

#### **IV. CONTRACTOR**

**Section 4.1.** 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 4.2.** 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 4.3.** 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 4.4.** 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 4.5.** 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 4.6.** 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 4.7.** The Contractor shall not subcontract any Work, nor substitute any subcontractor previously approved by the Owner, without first securing the Owner's approval.

**Section 4.8.** 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., Illinois Sportservice, Inc., CWS Maintenance Company, Roclab Athletic Instruction LLC, Jerry Reinsdorf, Jerry M. Reinsdorf trusts, 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 4.9.** 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 4.10.** 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.

## **V. CHANGES IN THE WORK**

**Section 5.1.** The Owner, without invalidating this Agreement, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by a written "Change Order" signed by the Owner and Contractor. The cost or credit to the Owner from a change in the Work, and any resulting effect on the Contract Time, shall be determined by mutual agreement of the parties hereto. Notwithstanding anything to the contrary contained in this Agreement, the Contract Sum and Contract Time may only be adjusted by a Change Order.

**Section 5.2.** Mark-ups on Change Orders for overhead and profit will in no event exceed a total of 15% of the cost of the Work covered by the Change Order. The subcontractor(s) performing extra

Work is entitled to a 10% mark-up and the Contractor is entitled to a 5% mark-up on Work that is not self-performed, and a 15% mark-up on self-performed Work.

## **VI. TIME**

**Section 6.1.** Time limits stated in this Agreement are of the essence of this Agreement. The date of Substantial Completion is the date certified by the Owner in accordance with Paragraph 7.3.

**Section 6.2.** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes which are not caused by (or within the reasonable control of) the Contractor, fire, abnormal adverse weather conditions which cannot be reasonably anticipated, unavoidable casualties or any causes beyond the Contractor's reasonable control, then the Contract Time may be extended by Change Order for such reasonable time as the Owner may determine. The Contractor's sole and exclusive remedy for any such delay shall be an extension of the Contract Time.

## **VII. PAYMENTS AND COMPLETION**

**Section 7.1.** The Contractor shall pay all subcontractors and suppliers the amounts requested to pay such parties in any Application for Payment promptly upon receipt of the corresponding payment from the Owner (and in no event more than 7 days after receipt of such payment). The Contractor hereby agrees (in relation to payments made by the Owner to the Contractor) to indemnify, defend and hold harmless the Owner from and against any liens, claims, security interests or encumbrances filed by the Contractor, any subcontractor, any sub-subcontractor or anyone claiming by, through or under any of them.

**Section 7.2.** Payments to the Contractor may be withheld by the Owner on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner, (6) reasonable evidence that the Work will not be completed within the Contract Time or that the unpaid balance would not be adequate to cover actual damages for the anticipated delay, (7) failure to carry out the Work in accordance with this Agreement, or (8) failure to adhere to the payment procedures described in Exhibit B. In addition, the Owner may at its discretion pay amounts due to subcontractors or suppliers if it reasonably believes that the Contractor has not timely paid such parties, and the Owner may deduct any such amounts paid from the next payment due to the Contractor under this Agreement.

**Section 7.3.** When the Owner agrees that the Work is substantially complete, the Owner or its designee will issue a Certificate of Substantial Completion. Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with this Agreement so the Owner can utilize the Work for its intended use.

## **VIII. INSURANCE AND BONDS**

**Section 8.1.** 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., Illinois Sportservice, Inc., CWS Maintenance Company, Roclab Athletic Instruction LLC, Jerry Reinsdorf, Jerry M. Reinsdorf trusts, 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 \$10,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$10,000,000 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 \$ 10,000,000 for each occurrence of bodily injury and/or property damage, and an annual aggregate of liability of not less than \$ 10,000,000 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 8.2.** 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 8.3.** 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.

## **IX. TERMINATION OF THE AGREEMENT**

**Section 9.1.** 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 9.2.** 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 9.3.** 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.

## **X. MISCELLANEOUS PROVISIONS**

**Section 10.1.** 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 10.2.** 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.

**Section 10.3.** 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 10.4.** 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 10.5.** 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 et seq., as amended.
- (c) “Illinois Preference Act,” 30 ILCS 570/0.01 et seq., as amended, relating to the employment of Illinois residents.
- (d) “Steel Products Procurement Act,” 30 ILCS 565/1 et seq., 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 et seq., 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 et seq., as amended.

**Section 10.6.** 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

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.

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 10.7.** 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 10.8.** 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 10.9.** 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](http://www.state.il.us/agency/idol/rates/rates.HTM).

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

OWNER:

CONTRACTOR

By: \_\_\_\_\_  
*Signature*

Its: \_\_\_\_\_ Date: \_\_\_\_\_  
*Title*

By: \_\_\_\_\_  
*Signature*

Its: \_\_\_\_\_ Date: \_\_\_\_\_  
*Title*

## **CONTRACT EXHIBIT A**

### **SCOPE OF WORK**

REFER TO EXHIBIT F: DRAWINGS FOR FULL SCOPE

## **CONTRACT EXHIBIT B**

### **ILLINOIS SPORTS FACILITIES AUTHORITY (ISFA) PAYMENT PROCEDURES**

#### **Preparing an Application for Payment**

In addition to complying with the provisions of the Agreement, the following describes the requirements for submitting each Application for Payment.

If you do not submit the required documents accurately and on time, your payment will likely be delayed. If payment submission is incomplete, the entire payment may be deferred until the next payment application.

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

- a) List of subcontractors and consultants.
- b) Contractor's Daily Logs
- c) Schedule of Values
- d) MBE/WBE Subcontract Awards and all Certification Letters.
- e) Subcontractor's Construction Schedule (preliminary, if not final).
- f) List your company's commodity codes, as identified in the North America Industry Classification System (NAICS), which can be found at <http://www.census.gov/eos/www/naics/>.
- g) Schedule of Unit Prices.
- h) Submittals Schedule.
- i) Executed Contract.
- j) Certificate of Insurance.
- k) Performance and Payment Bonds.
- l) Surety Letter.
- m) W-9 Form.
- n) In the event a company seal is not utilized, a letter on company letterhead must be provided stating such.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month immediately preceding the month in which an Application for Payment is received by the Owner. Provided an Application for Payment is received by the Owner not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment. If the Owner or the Architect have questions regarding an Application for Payment or needs additional information, they will use reasonable efforts to communicate any such requests to the Contractor within two (2) weeks following receipt of the relevant Application for Payment. The Contractor shall respond and provide any such additional information no later than five (5) days following any such request, or payment may be delayed.

### **Pencil Copy (Draft Copy)**

Prior to your first payment application, a detailed Schedule of Values shall be submitted to the Owner for approval. This Schedule of Values should itemize your contract amount into various parts, separating material, equipment, labor, and subcontractors where applicable. Furthermore, the schedule must be in sufficient detail to allow accurate monthly reviews of completed work. You will need to submit this schedule immediately upon notice of award to the Owner.

The Owner and Engineer/Architect/Consultant will review following receipt of the pencil draft of the Contractor's payment application. The Contractor will be contacted prior to the application deadline with any changes that may be required. If the Contractor does not receive instructions from the Owner for required revisions to the submitted application, the Contractor will forward **one (1) original** notarized payment applications to:

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

The actual Payment Request Packet documents shall incorporate all changes agreed to on the draft copy.

### **Payment Request Packet**

A complete Payment Request Package shall contain **one (1) original** of the following documents with the exception of the certified payroll only **one set of (1) original** are required.

Include partial and/or final waivers of lien as applicable and similar attachments as required.

Page 1: **AIA Document G702. "Application & Certificate for Payment"**  
(latest version).

This form must be completely filled out, signed, and notarized.

**NOTE:** Ten percent (10%) retainage shall be shown until otherwise authorized.

**NOTE:** Only change orders that have been fully executed within the month are allowed for inclusion on such payment request.

**NOTE:** Documents shall be executed in blue ink and be for work actually (not projected) completed within the prior month.

Page 2: **AIA Document G703. "Continuation Sheet"** (latest version).  
This form must be completely filled out. Computerized versions of this document are acceptable.

- Page 3: **Waiver Submittal Summary Sheet.** This sheet should contain a list of all waivers, which are actually enclosed with the Payment Application.
- Page 4: **Partial/Final Waivers and Subcontractor supporting waivers:** Completed for all subcontractors and suppliers. The phrase “All Materials Taken From Fully Paid Stock” will not be accepted. Waivers must be provided from the Contractor and all subcontractors and sub-subcontractors on the forms included in Exhibit D.
- Page 5: **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.
- Page 6: **Updated MBE/WBE Utilization Affidavit:** Showing actual subcontractor dollar amounts and percentages in accordance with current Schedule of Values and Payment Application.
- Page 7: **Updated Performance and Payment Bonds.** If the amount of the original contract value and fully executed change orders exceeds the capacity of the surety on the original Performance and Payment Bond, an updated Performance and Payment Bond must be submitted to match the current contract value.

**Partial Payment Waivers:** All Waivers of Lien, including waivers from your subcontractors, sub-subcontractors and suppliers and subcontractors' suppliers, shall be on the Partial Lien Waiver forms attached to the contract as Exhibit D. These waivers shall reflect the amounts from the current

application for payment. Waivers must be for the actual (net) amount received, not the gross amount before retainage.

**Final Payment Waivers:** All Final Waivers of Lien, including waivers from your subcontractors, sub-subcontractors and suppliers and subcontractors' shall be on the forms attached to the contract as Exhibit D. Final waivers of lien from all parties must be included in your final billing package.

**PLEASE NOTE:** Late or incomplete payment applications will be held until the following month for processing.

You will be contacted by the Owner if there are missing or incorrect documents included in your application. It is ISFA's intent to release checks to the General Contractor on the date denoted in the above schedule. Checks will not be released without **one (1)** original notarized lien waivers with a company seal (or letter on company letterhead indicating no company seal is used by the entity) for the full amount of the check. Waivers should be sent in with the final copies and must identify all subcontractors and suppliers; and contain all supporting waivers. You must include waivers from all subcontractors, sub-subcontractors and suppliers and subcontractors' suppliers.

All documentation must be submitted for the preparation of a formal Change Order, issued by the Owner, before the work can be included in your monthly payment application. A Change Order must be issued by the Owner and executed by the Contractor, the Architect and the Owner before payment for extra work can be included in your payment application.

Any reduction in Contractor's retention requires prior approval from the Owner, the Construction Manager, and the Architect. Requests for retention reductions should be submitted in writing to the Construction Manager's prior to being included on the General Contractor's payment application. The General Contractor must submit an Affidavit listing all monies due or to become due to other parties entering into the work.

### **Final Payment**

The Request for Final Payment shall include all the documents listed above and **one (1) originals** of the following:

1. Final sworn statement and all Final Waivers of Lien, on forms attached to the contract as Exhibit D.
2. Contractor's Affidavit of Payment of Debts & Claims, AIA Document G706.
3. Contractor's Affidavit of Release of Liens, AIA Document G706A.
4. Consent of Surety to Final Payment, AIA Document G707 (if applicable).
5. Final Certified Payroll (accompanied by apprentice certificates as applicable).
6. Final MBE/WBE Utilization Affidavit.

The Illinois Sports Facilities Authority is not obligated to make final payment until the Owner, Construction Manager and Architect agree that the work is complete.



## **Forms**

**Provide the requested information on the following forms and/or in a format as approved in advance by the Owner.** The AIA forms cited below can be found at <http://www.aia.org/contractdocs/aia078909>.

- AIA A312-2010, Performance Bond and Payment Bond
- AIA G702/G702/CMa (G732-2009) - Application and Certification for Payment
- AIA G703 - Continuation Sheet aka Schedule of Values
- Partial Lien Waiver (see Exhibit D)
- Final Waiver of Lien (see Exhibit D)
- MBE/WBE Utilization Affidavit (see Exhibit C)
- Certified Payrolls
- W-9

## CONTRACT EXHIBIT C

### 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<br>MBE and/or WBE<br>Contractor/Vendor | Type of Work to be<br>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"><b>Illinois Sports Facilities Authority</b></p> <p align="center"><b>MBE / WBE UTILIZATION AFFIDAVIT</b></p> |
|--|

[illegible]

### Prime Contractor/Consultant Information

|                        |  |                  |  |  |  |
|------------------------|--|------------------|--|--|--|
| Name of Entity:        |  | Contract Number: |  |  |  |
| Address:               |  | Project Number:  |  |  |  |
| City, State, Zip Code: |  | Project Name:    |  |  |  |
| Telephone Number:      |  |                  |  |  |  |

certifies that the following Minority and Women Enterprises ("MBE/WBE") have been contracted

Prime Contractor/Consultant

with in connection with the above caption contract and have furnished, or are furnishing and preparing materials for, and/or rendering services to the project above as per the the contract agreement. The MBE/WBE certification status has been verified.

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

| CONTRACTOR/SUBCONTRACTOR   | GOOD/SERVICES PROVIDED | AMOUNT OF CONTRACT | MBE AMOUNT | MBE % | WBE AMOUNT | WBE % |
|--|------------------------|--------------------|------------|-------|------------|-------|
|  |                        |                    |            |       |            |       |
| Example  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
| (Please remove data in shaded area before entering your companies data.) |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
| General Contractor   | Description of Project | 500,000            |            |       |            |       |
|  |                        |                    |            |       |            |       |
| Subcontractor  | Trade                  | 169,000            | 169,000    | 33.8% |            |       |
| Subcontractor  | Trade                  | 47,000             |            |       | 40,000     | 8.0%  |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
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|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
|  |                        |                    |            |       |            |       |
| <b>TOTAL CONTRACT AMOUNTS AND PERCENTAGES</b>                            |                        | \$ 716,000         | \$ 169,000 |       | \$ 40,000  |       |

|  |  |              |  |
|--|--|--------------|--|
|  | Name of Project Manager ( <b>PRINT</b> ) |              |  |
|  | Signature of Project Manager             | Date Signed: |  |

EXHIBIT D

FORMS OF SWORN STATEMENT AND LIEN WAIVERS

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

PROJECT:

FROM CONTRACTOR:

VIA ARCHITECT:

APPLICATION NO:

PERIOD TO:

PROJECT NOS:

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 + 2)

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:

a. % of Completed Work (Column D + E on G703)

b. % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

1. OWNER

2. ARCHITECT

3. CONTRACTOR

CONTRACTOR:

By:

Date:

State of:

County of:

day of:

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT:

By:

Date:

CHANGE ORDER SUMMARY

Total changes approved in previous months by Owner

Total approved this Month

TOTALS

NET CHANGES by Change Order

ADDITIONS

DEDUCTIONS

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

## AIA DOCUMENT G703

PAGE OF PAGES 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Subcontractor's signed certification is attached.

INVOICE DATE:

SUBCONTRACTOR:

Only bill for change orders that have been approved by Contractor. Billing for unapproved change orders may result in invoice being kicked back for revision and eliminated from current billing to owner.

Attach all appropriate Supplier and Subcontractor lien releases with completed Application for Payment.

**FINAL WAIVER OF LIEN**STATE OF ILLINOIS    **SS**  
COUNTY OF Cook

Gty # \_\_\_\_\_

Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish

for the premises known as \_\_\_\_\_ of which  
\_\_\_\_\_ is the owner.

THE undersigned, for and in consideration of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises, INCLUDING EXTRAS.\*

**DATE:** \_\_\_\_\_ **COMPANY NAME :** \_\_\_\_\_**ADDRESS:** \_\_\_\_\_**SIGNATURE AND TITLE** \_\_\_\_\_

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

STATE OF ILLINOIS

COUNTY OF

**CONTRACTOR'S AFFIDAVIT****SS**

TO WHOM IT MAY CONCERN:

The undersigned, \_\_\_\_\_, Being duly sworn, eposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ who is the contractor furnishing \_\_\_\_\_ work on the building located at \_\_\_\_\_ owned by \_\_\_\_\_.

That the total amount of the contract including extras\* is \$ \_\_\_\_\_ on which he or she has received payment of \$ \_\_\_\_\_ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES  | Contract Amount | Amount Paid | THIS PAYMENT | BALANCE DUE |
|--|-----------------|-------------|--------------|-------------|
|  |                 |             |              |             |
|  |                 |             |              |             |
|  |                 |             |              |             |
|  |                 |             |              |             |
|  |                 |             |              |             |
|  |                 |             |              |             |
| <b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.</b> |                 |             |              |             |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

**DATE** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_, Owner

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**EXHIBIT F**

**DRAWINGS**

**Drawings Posted on ISFA Website**

<https://www.isfauthority.com/procurement-process/>

**EXHIBIT G**  
**SPECIFICATIONS**

**Specifications Located on Drawings Posted on ISFA  
Website**

<https://www.isfauthority.com/procurement-process/>



**EXHIBIT H**

**PROCEDURES MANUAL FOR CONTRACTORS**

**ILLINOIS SPORTS FACILITIES AUTHORITY  
Escalator Cladding Repair Gate 3  
Guaranteed Rate Field  
CHICAGO, ILLINOIS**

***PROCEDURES MANUAL FOR  
CONTRACTORS***

**October 17, 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"><li>▪ AIA G702 - Application and Certification for Payment (sample)</li><li>▪ AIA G703 - Schedule of Values (sample)</li><li>▪ Waiver of Lien to Date (sample) Final Waiver of Lien (sample)</li><li>▪ Waiver Submittal Summary (sample)</li><li>▪ MBE/WBE Utilization Affidavit</li><li>▪ W-9</li></ul> |
|                | 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 Escalator Cladding Repair Gate 3. 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, 31<sup>st</sup>, 32<sup>nd</sup> or 33<sup>rd</sup> 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:                 | Escalator Cladding Repair Gate 3 |
| 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  
Aaron.Kellas@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  
Aaron.Kellas@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 I**  
**PURCHASE REQUISITIONS**  
**SCOPE OF WORK**  
**Escalator Cladding Repair Gate 3**  
**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 October 17, 2023

- 1) Exhibit A - Bid Form dated October 17, 2023
- 2) Exhibit B - MBE/WBE / Affirmative Action / Local Contractors Commitment
- 3) Exhibit C - Contractors Qualifications
- 4) Exhibit D - Non-collusion Affidavit
- 5) Exhibit E - Contract
- 6) Exhibit F (separate sheets) - Drawings dated October 17, 2023
- 7) Exhibit G - Specifications (located on drawings) dated October 17, 2023
- 8) Exhibit H - Procedures Manual for Subcontractors dated October 17, 2023
- 9) Exhibit I - Scope of Work - Requisition
- 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**

Contract Awarded on or around November 10, 2023

Mobilization / Construction activities begin November 13, 2023

Contractor is to provide a schedule and map of the areas to be completed when the CWS are not using the facility. The extent and scope of the areas to be completed are at the discretion of the Contractor but at no time is any area to be unusable or unsafe for spectators and staff during an event at the stadium.

Substantial completion is to be done no later than December 22, 2023