REQUEST FOR PROPOSAL FOR RATE FIELD CHICAGO, ILLINOIS

Waste/Vent Piping FY2026

Dated: November 20, 2025

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

Attention: Maureen Gorski, Director of Facilities

Mandatory Pre-Bid Meeting: Monday November 24, 2025 at 10:00am

Due Date: Wednesday December 10, 2025 @ 10:00 AM CDT

November 20, 2025

Re: Illinois Sports Facilities Authority

Waste/Vent Piping FY2026

Rate Field Chicago, Illinois

Bid Deadline:

Wednesday December 10, 2025, 10:00 AM CDT

E-Mailed Bids due to:

maureen@isfauthority.com russell@isfauthority.com cfrauens@elaraeng.com frank@isfauthority.com marias@isfauthority.com

Bid Documents
Waste/Vent Piping FY2026

To All Bidders:

This information applies to ISFA Project -Waste/Vent Piping FY2026

Request For Proposal Manual, dated November 20, 2025

Specifications, Refer to Drawings and material noted dated November 14, 2025. General notes and administrative relief are noted on these drawings.

Drawings, dated November 14, 2025

Please ensure you have all these documents for this Request for Proposal and that the E-Mailed bid has the subject line labeled "Waste/Vent Piping FY2026"

Sincerely,

Maureen Gorski Director of Facilities Illinois Sports Facilities Authority

NOTICE OF ILLINOIS SPORTS FACILITIES AUTHORITY REQUEST FOR PROPOSAL ("RFP") FOR Waste/Vent Piping FY2026

The Illinois Sports Facilities Authority (the "Authority"), Chicago, Illinois is seeking to replace to replace waste/sanitary piping, sump pump, domestic water pipes and various other waste and vent piping elements around the ballpark that is at the end of their useful life at Rate Field, located at 333 West 35th Street, Chicago, Illinois 60616.

Potential trade involvement includes the following:

- X Plumbing
- X Electrical
- X Insulation
- X General Contractor (Janitorial)

The bid documents will be posted Thursday November 20, 2025 and available for download via web site. Click on the following link to download the documents:

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

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

N/A

A mandatory pre-bid meeting will be held on Monday November 24, 2025 at 10:00am at Rate Field. Contractors interested in providing bids for the project should plan on attending and staff accordingly to the various trades involved. E-Mailed bids will be sent to maureen@isfauthority.com, russell@isfauthority.com,frank@isfauthority.com,marias@isfauthority.com,and frauens@elaraeng.com and are due no later than 10:00 AM, central daylight time Wednesday December 10, 2025.

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 Waste/Vent Piping FY2026 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 Rate Field, located at 333 West 35th Street, Chicago, Illinois (the "Stadium"). The Owner and the Chicago White Sox Baseball Team (the "Team") have entered into a long-term agreement providing that the Team will play all of its regular season and post season home games at the Stadium.

The Stadium was completed in 1991. The Owner now desires to undertake replacement of waste/sanitary piping and domestic water piping serving various areas at Rate Field during 2025-2026, as outlined and detailed in the project Drawings dated November 14, 2025 and Specifications (collectively, the "Project"). The Owner hereby requests e-mailed bids from Contractor to perform the work for the Project, pursuant to this Contractor Bid Package.

The Owner hereby invites interested Contractors to submit e-mailed electronic 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 Engineer is Elara Engineering, 30 North Wolf Road, Hillside IL 60162. The Contractor will be paid a stipulated sum for performance of the Project.

Bidders shall submit their electronic Bids to the Owner no later than 10:00 a.m. on December 10, 2025. 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 the Bid will contain the pricing information set forth in Exhibit A (Bid Form). The Owner will award a Contract for the Work to the qualified Bidder who submits the lowest responsible base Bid.

ARTICLE II. THE WORK.

Section 2.1 Scope of the Work.

The Contractor shall furnish all materials, labor, equipment, supplies, tools, scaffolding, transportation, superintendence, coordination, insurance as applicable, taxes, permits, weather protection, bonds and all other services, facilities and items (collectively, the "Work") necessary for the performance of the Project (as described in the relevant Scope of Work in Exhibit I), whether specified herein or not, which are necessary or appropriate, for the full, proper and timely performance and completion of the obligations described in the Contract (including the schedules attached thereto) for such portion, the drawings prepared by the Architect/Engineer and available separately as Exhibit F (the "Drawings"), the specifications prepared by the Architect/Engineer, available separately on the drawings 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. <u>INSTRUCTIONS TO BIDDERS</u>

Section 3.1 Inspection of Site and Pre-Bid Conference.

There will be a Mandatory Pre-Bid Conference at the Stadium at Monday November 24, 2025 at 10:00 am. The site will be available for inspection immediately following the Pre-Bid Conference. Should additional inspection of the site be required, an appointment shall be coordinated with the Owner to allow access to the project site.

Section 3.2 Addenda and Interpretations.

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

No Bidder shall be entitled to rely upon any oral interpretation of the meaning of this Request for Bids or any other related documents. Bidders shall make requests for interpretations in writing, via email, to Maureen Gorski, Director of Facilities, Illinois Sports Facilities Authority, maureen@isfauthority.com and Chris Frauens, Project Engineer, Elara Engineering, cfrauens@elaraeng.com russell@isfauthority.com, with cc: frank@isfauthority.com, and Requests marias@isfauthority.com. interpretations must be received no later than December 4, 2025. 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 December 8, 2025.

Section 3.3 <u>Bidder's Responsibility.</u> 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 electronic proposals until 10:00 a.m. on December 10, 2025. The review and consideration of any bid received after the stated deadline is strictly at the Owner's discretion.

Section 3.5 Modifications.

Modifications of Bids must be e-mailed and will be considered only if received prior to the time stated for receipt of Bids. "Modifications to Bid" shall be marked in the subject line.

Section 3.6 Substitutions.

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

Section 3.7 Withdrawals.

Any Bidder may withdraw its Bid by letter, facsimile or in person, with proper identification, at any time prior to 10:00 a.m. on December 12, 2025. 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 <u>Minority Business Enterprise (MBE); Women-Owned Business Enterprise (WBE) Commitment</u>

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

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

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

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

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

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

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

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

Section 3.10 Taxes.

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

Section 3.11 Compliance with Laws.

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

Section 3.12 Public Records and Requests for Confidential Treatment.

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

Section 3.13 AIA Forms and Contract Execution.

Certain American Institute of Architects ("AIA") form documents will be used for the Project. Where an AIA document is specified, the Contractor shall be responsible for obtaining such document. Original copies of all AIA documents will be required. One original with additional photocopies will be acceptable where allowable under the copyright provisions of the documents. AlA 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. <u>SUBMISSION OF BIDS</u>

Section 4.1 Bid Format.

One electronic copy shall be e-mailed to Maureen Gorski – maureen@isfauthority.com and Chris Frauens—cfrauens@elaraeng.com and cc: Russell Levine – russell@isfauthority.com, Frank Bilecki- frank@isfauthority.com, and Maria Saldan- marias@isfauthority.com with the subject line identified as "Rate Field – Waste/Vent Piping FY2026".

Bids must be received at the e-mail addresses listed in the previous paragraph, no later than 10:00 a.m. December 10, 2025.

Section 4.2 Contents of Part 1 - Qualifications.

"Part 1 - Qualifications" shall include the following:

- (a) <u>Cover Letter.</u> 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) <u>Price.</u> 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) <u>Proposed Schedule</u>. A detailed project schedule indicating the duration of time required for replacement of each item in the scope of work. All work related to each item must be completed on dates when CWS are not scheduled to have a home game and the project completed in its entirety by March 13, 2026.
- (d) <u>MBE / WBE Utilization</u>. 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, AlA Document A305, 1986 Edition, as modified pursuant to Exhibit C attached hereto, and complete responses to the additional information requested in Exhibit C.
- (f) <u>Non-Collusion Affidavit</u>. 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) <u>Insurance Program</u>. 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 <u>Signatories.</u>

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 <u>Billing Procedures / Schedule of Values / Applications for Payment:</u>

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.
- 1) 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) **original** of the following documents with the exception of the certified payroll **email copies** are acceptable.

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

Page 1: AlA 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: AlA 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.

<u>Partial Payment Waivers</u>: All Waivers of Lien, including waivers from your subcontractors, subsubcontractors 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 prior 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 exchanged for your final payment.

<u>PLEASE NOTE:</u> 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 Engineer. 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 one (1) original 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 <u>Exception emailed copies are acceptable</u> (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
- · AlA G702/G702/CMa (G732-2009) Application and Certification for Payment
- · AlA 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 Part 1 of the Bids for completeness and responsiveness and will determine whether Bidders are qualified based upon their expertise, experience and financial qualifications in accordance with criteria, including, without limitation, the following: feasibility of proposed schedule; ability to meet MBE/WBE goals, qualifications as set forth in the Contractor's Qualification Statement and the other information required in Exhibit C; safety and loss control data; experience in projects of a similar type and magnitude; bonding ability and bid security; capability of meeting insurance requirements; financial strength; and good standing as a business entity. The Owner will take into consideration all information available relating to the Bidder's history of completing work on time and reputation for proceeding with jobs in a prompt, efficient manner without conflict with the Owner and, in that regard, will consider all of the information provided by the Bidder and by others.

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

ARTICLE VI. SELECTION PROCESS

Bidders shall submit their Bid to the Owner no later than 10:00 PM on December 10, 2025. Bids will be reviewed by ISFA. Bidders will be notified of the results thereof.

EXHIBIT A

BID FORM

EXHIBIT A

BID FORM

Illinois Sports Facilities Authority Waste/Vent Piping FY20256 Rate Field - Chicago, IL

Maureen Gorski, Director of Facilities

Emailed Bids Due:	Wednesday, December 10, 2025 10:00 AM CDT
Pre-Bid Date:	Monday, November 24, 2025 10:00 AM CDT
PROJECT:	Waste/Vent Piping FY2026 Rate Field 333 West 35 th Street Chicago, Illinois
BID TO:	Maureen Gorski Illinois Sports Facilities Authority 333 West 35 th Street Chicago, Illinois Email: maureen@isfauthority.com
BID FOR:	(Bidder's Name)
	(Blader 3 Maine)
	(Bidder's Address)
2023	DATE:,
THE UNDERSIGNI	ED:

1. Acknowledges Receipt of:

ISFA Contact:

a. Drawings and Technical Specifications:

Waste/Vent Piping FY2026

Rate Field Chicago, Illinois

Dated: Friday, November 14, 2025

2. Has examined the site and all Bidding Documents.

3. Agrees:

6.

- 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 via email at maureen@isfauthority.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.

dimensions indicate that the work cannot be installed per the Drawings, notify the Engineer for design modifications. Do not scale Drawings. \square 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.

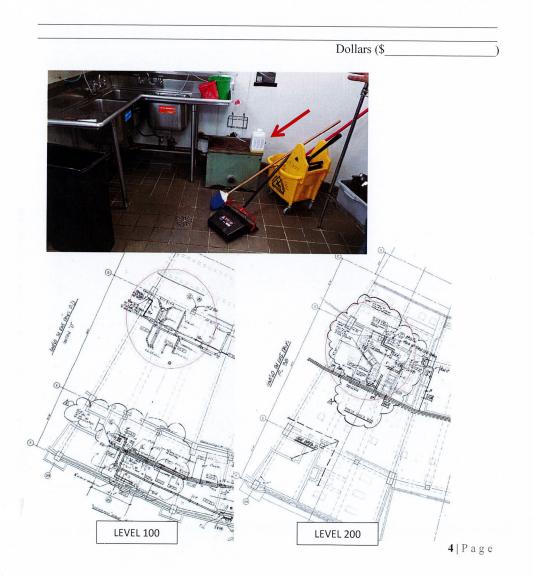
The Contractor shall report any inconsistencies, variances, obstructions, and/or interferences to the Architect/Engineer prior to proceeding with installation. If field

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. GREASE INTERCEPTOR REPLACEMENT

Grease interceptor replacement base bid scope shall consist of all work associated with demolition of existing and installation of new replacement grease interceptor and localized piping upstream, downstream, inside wall cavities, at ceiling space of level 100, etc.



2. SUBMERSIBLE PUMPS REPLACEMENT:

Submersible pumps replacement base bid scope shall consist of all work associated with the removal and replacement of the submersible pump systems, their piping, valving, floats, controls, etc. as identified in the plans. Contractor to include a licensed electrical contractor sub-contractor to perform all electrical and control work necessary.

Price indicated below for this b equipment necessary, for comp described on the drawings:	ase bid shall include all labor, materials letion of the work indicated above and	s, services, and shown and
	Dollars (\$	
Breakouts:	Sumps in Storage 1.51.1A, Dollars: Sump in Batting Cages, Dollars:	
	Total, Dollars:	

3. OWNER SUITE VIDEO SCOPING:

The base bid scope shall include all work associated with video scoping of the drainage and vent piping within the Owner's Suite, as identified on the drawings.

The scope shall include:

- a) A typed report summarizing findings, accompanied by video footage and photographs.
- b) Coordination with the engineer regarding any failed or impaired piping.
- c) Sketches of all underground piping included in the scoping.
- d) Contractor recommendations for the piping scoped.

A draft report shall be submitted for every 20 hours (or fewer) of on-site work performed each week. The report must identify any obstructed areas that require jetting or rodding to clear blockages and allow for full visual inspection of piping conditions, epoxy lining, and related components. Report shall include the location of each recommendation on the sketches.

The prime contractor shall ensure that draft reports are submitted at the required intervals. No additional scoping shall be performed until the corresponding draft report has been submitted. Any rescheduling resulting from a failure to submit required reports shall be at the contractor's expense. This requirement is intended to ensure consistent communication and documentation throughout the project.

The prime contractor shall also provide weekly updates during coordination meetings, identifying any instances where draft reports have not been submitted and where additional scoping is therefore suspended. Failure by the prime contractor to provide such updates may result in increased meeting frequency, up to daily (Monday through Friday). Both the prime contractor and the subcontractor performing the underground scoping shall attend all coordination meetings while scoping work is ongoing.

The prime contractor shall supervise and provide oversight for sub-contractors work to ensure work is performed, cleanout tops are restored and secured, and areas of work can be described and discussed during coordination meetings.

A preliminary summary report of all work performed shall be submitted one month after completion of scoping, with a final summary report due two months after completion.

Dollars (\$	

4. UNDERGROUND VIDEO SCOPING:

Underground video scoping base bid scope shall consist of all work associated with the video scoping all the underground drainage piping in the sections of the building as identified on drawings. The scoping shall cover connecting portions of prior year's scoping and reverify lining condition of portions of the existing piping.

The scope shall include:

- a) A typed report summarizing findings, accompanied by video footage and photographs.
- b) Coordination with the engineer regarding any failed or impaired piping.
- c) Sketches of all underground piping included in the scoping.
- d) Contractor recommendations for the piping scoped.
- Utilize a locator to find the pipe routing accurately and represent the location on the sketches.

A draft report shall be submitted for every 20 hours (or fewer) of on-site work performed each week. The report must identify any obstructed areas that require jetting or rodding to clear blockages and allow for full visual inspection of piping conditions, epoxy lining, and related components. Report shall include the location of each recommendation on the sketches.

The prime contractor shall ensure that draft reports are submitted at the required intervals. No additional scoping shall be performed until the corresponding draft report has been submitted. Any rescheduling resulting from a failure to submit required reports shall be at the contractor's expense. This requirement is intended to ensure consistent communication and documentation throughout the project.

The prime contractor shall also provide weekly updates during coordination meetings, identifying any instances where draft reports have not been submitted and where additional scoping is therefore suspended. Failure by the prime contractor to provide such updates may result in increased meeting frequency, up to daily (Monday through Friday). Both the prime contractor and the subcontractor performing the underground scoping shall attend all coordination meetings while scoping work is ongoing.

The prime contractor shall supervise and provide oversight for sub-contractors work to ensure work is performed, cleanout tops are restored and secured, and areas of work can be described and discussed during coordination meetings.

A preliminary summary report of all work performed shall be submitted one month after completion of scoping, with a final summary report due two months after completion.

Dollars (\$

5. LAVATORY FAUCET REPLACEMENT

Lavatory faucet replacement base bid scope shall consist of all work associated with demolition of existing and installation of new replacement lavatory faucet and localized piping/tubing upstream, downstream, etc. For past lavatories that have been replaced already (prior to the project) the existing wall stops, thermostatic mixing valves, etc. are reused. New water supply tubing, connections, drain/water piping ADA insulation, etc. is to be included.

At this time, it has been identified there are perhaps less than a dozen lavatory faucets relaced; where newer Symmons models are found in the field, they shall be noted and discussed in weekly coordination meetings. The appearance difference between the obsolete model and replacement model is readily noticeable.

	Dollars (
Breakouts:	At Service Level, Dollars: At Level 100, Dollars: At Level 200, Dollars: At Level 300, Dollars: At Level 400, Dollars: At Level 500, Dollars:
	Total, Dollars:







REPLACEMENT MODEL SYMMONS S6960B

6. PIPE REPLACEMENT/REPAIR

Pipe replacement/repair base bid scope shall consist of all work associated with demolition of existing and installation of new replacement of piping either due to current failure or impending failure based upon experience at the facility.

	Dollars (\$
Breakouts:	Area #1, Dollars:
	Pipe Crack at concession stand 141
	Area #2, Dollars:
	Men's Restroom 158 urinal drain tee cracked
	Area #3, Dollars:
	6" CI pipe suspended at center field pump room
	Area #4, Dollars:
	Beer stand 117 at 100/Service Level
	Area #5, Dollars:
	Beer stand 129 at 100/Service Level
	Area #6, Dollars:
	Beer stand 135 at 100/Service Level
	Area #7, Dollars:
	Beer stand 147 at 100/Service Level
	Area #8, Dollars:
	8" CI pipe 1/4 bend cracked fitting near Gate 4
	Area #9, Dollars:
	HWR pipe improvement at Stadium Club on Level 300
	Total, Dollars:

EXHIBIT B

7. LARGE VOLUME DOMESTIC HOT WATER STORAGE TANK REPLACEMENT

Pipe replacement/repair base bid scope shall consist of all work associated with demolition of existing and installation of new replacement of piping either due to current failure or impending failure based upon experience at the facility.

impending faili	ire based upon experience at the facility.	
Price indicated below for this base bid shall include all labor, materials, services, and equipment necessary, for completion of the work indicated above and shown and described on the drawings:		
	Dollars (\$	
valve replacement intended to be a require all scopand up) would be	wide the following ADDERS for cases where isolation valves do not hold, an ent(s) is(are) necessary. The 1st through 5th and 6th through 10th valve are associated with tank #1 and tank #2 respectively. The 1st and 6th valve would be to replace a valve (more scope); the following valves (2nd and up and 7th performed concurrently with 1st and 6th value respectively (less scope, i.e. of the scope of the initial valve).	
ADDERS	Tank #1 Only Valves: 1st Isolation Valve, Dollars: + 2nd Isolation Valve, Dollars: + 3rd Isolation Valve, Dollars: + 4th Isolation Valve, Dollars: + 5th Isolation Valve, Dollars: Tank #2 Only Valves: 6th Isolation Dollars: + 7th Isolation Valve, Dollars: + 8th Isolation Valve, Dollars: + 9th Isolation Valve, Dollars: + 10th Isolation Valve, Dollars:	
	Tank #1  Valves: All Isolation Dollars:	

8. RAMP DRAIN VERIFICATION AND RESTORATION

Ramp drain verification and restoration base bid scope shall consist of all work associated with the following:

- A) Unscrew each top-grate of Ramp 5 and 6 and verify the existing top-grate is secured with minimum of two screws which are actually threaded into and hold to the drain body. Where screws are unsecured, follow step B).
- B) Where top-grates are unsecured, re-tap the screw holes to provide a minimum of two securing screws.
- C) While grate-top is open, verify the lining material is not installed in such a matter that a lip is present at the inlet of the drain opening of the existing drain body. Where lip is present, follow step D).
- D) Lining material lip shall be removed and existing lining material left intact and functional.

		Dollars (\$	
Please also provide the following	ng breakouts:		
Breakouts	Ramp 5:		
	Ramp 6:		
	Total, Dollars:		

B. UNIT PRICES

1. Sanitary Piping: (Include Removal, Installation, Pressure Testing, and Final Cleaning)

TTD 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4				
UP 1A: 1-1/4" Type				
	Straight Time	Price	Overtime Price	e
	\$	Per LF	\$	Per LF
	\$	Per Fitting	\$	
UP 1B: 1-1/2" Type	e 'M' Copper Pip	ing (solder joints).		
	Straight Time	Price	Overtime Price	2
	\$	Per LF	\$	Per LF
		Per Fitting	\$	
UP 1C: 2" Type 'M				_ 0
	Straight Time		Overtime Price)
	\$		\$	
	\$		\$	
UP 1D: 4" Service (Class Cast Iron Pi	ping (lead and oaku	ım joints).	
	Straight Time I			<u>}</u>
		Per LF	\$	Per LF
		Per Fitting		
UP 1E: 6" Service C				
	Straight Time I			;
	\$		\$	
		Per Fitting	\$	
UP 1F: 8" Service C				_1 or 1 itting
	Straight Time I		Overtime Price	
	\$		\$	
	\$	Per Fitting	\$	

	Vent Piping: (In	clude Removal	, instanation, r ressui	re 1 esting, ai	id Final Cleaning)
	UP 2A: 1-1/4" Ty	ype 'M' Copper	Piping (solder joints).		
	•	Straight Ti		Overtime	e Price
			Per LF	\$	Per LF
		\$	Per Fitting	\$	Per LF Per Fitting
	UP 2B: 1-1/2" Ty		Piping (solder joints).		
		Straight Ti	me Price	Overtime	e Price
		\$	Per LF	\$_	Per LF
		\$	Per LF Per Fitting	\$	Per LF Per Fitting
	UP 2C: 2" Type '				
		Straight Ti	me Price	Overtime	Price
		\$	Per LF	\$	Per LF
		\$	Per Fitting	\$	Per Fitting
	UP 2D: 4" Servic		n Piping (lead and oak		
		Straight Ti	ne Price	Overtime	Price
		\$	ne PricePer LFPer Fitting	\$	Per LF
		\$	Per Fitting	\$	Per LF Per Fitting
	UP 2E: 6" Service		n Piping (lead and oak		-
		Straight Tir	ne Price		
		\$	ne PricePer LFPer Fitting	\$	Per LF
		\$	Per Fitting	\$	Per Fitting
	UP 2F: 8" Service	e Class Cast Iror	Piping (lead and oak)	ım ioints)	
		Straight Tir	ne Price	Overtime	Price
		\$	ne Price Per LF Per Fitting	\$	Per LF Per Fitting
		\$	Per Fitting	\$	Per Fitting
3.	Acid Resistant W Final Cleaning)		nclude Removal, Inst		
	UP 3A: 2" Fused	Flame Retardan	t Polypropylene Acid l	Resistant Was	ste Piping (i.e. Wat
	UP 3A: 2" Fused Orion Rionfuse Cl	F Electrofusion	Piping System).		
	UP 3A: 2" Fused Orion Rionfuse Cl	F Electrofusion	Piping System).		
	UP 3A: 2" Fused Orion Rionfuse Cl	F Electrofusion	Piping System).		
	Orion Rionfuse Cl	F Electrofusion Straight Tir \$ \$	Piping System). ne PricePer LFPer Fitting	Overtime \$ \$	Price Per LF Per Fitting
	Orion Rionfuse Cl	F Electrofusion Straight Tir \$ \$ Flame Retardam F Electrofusion	Piping System). ne Price Per LF Per Fitting Polypropylene Acid I Piping System	Overtime \$ \$	Price Per LF Per Fitting
	Orion Rionfuse Cl UP 3B: 4" Fused 1	F Electrofusion Straight Tir \$ \$ Flame Retardant F Electrofusion Straight Tir	Piping System). ne Price Per LF Per Fitting Polypropylene Acid I Piping System ne Price	Overtime \$ \$ Resistant Was	Price Per LF Per Fitting te Piping (i.e. Watt
	Orion Rionfuse Cl UP 3B: 4" Fused 1	F Electrofusion Straight Tir \$ \$ Flame Retardant F Electrofusion Straight Tir \$	Piping System). ne Price Per LF Per Fitting Polypropylene Acid I Piping System	Overtime \$ \$ Resistant Was Overtime \$	Price Per LF Per Fitting tte Piping (i.e. Watt

4.	Scoping of Drainag and sketching pipe	e and Vent Pipi routing, equipm	ng: (Include electro tent costs, travel cos	nic video record sts, etc.)	ling, locating,
	UP 4A: Additional 1	00-lineral feet			
		Straight Time l	Price	Overtime Pric	e
			Per 100-LF		
	UP 4B: Jetting/Flush	ning/Rodding, Cl	earing the Line, Etc.	Activities (when	required).
		Straight Time I	Price	Overtime Price	е
		\$	Price Per Hour	\$I	Per Hour
5.	Storm Piping: (Incl	ude Removal, Ir	nstallation. Pressure	e Testing, Insula	ntion, and
	Final Cleaning)	,	, , , , , , , , , , , , , , , , , , , ,		, with
	UP 5A: 4" Service C	Class Cast Iron Pi	ping (lead and oakun	n joints).	
		Straight Time F	Price	Overtime Price	e
		\$	PricePer LFPer Fitting	\$	Per LF
		\$	Per Fitting	\$	Per Fitting
	UP 5B: 6" Service C	lass Cast Iron Pi	oing (lead and oakun	n joints).	
		Straight Time F	Price	Overtime Price	•
		\$	Price Per LF Per Fitting	\$	Per LF
		\$	Per Fitting	\$	_Per Fitting
	UP 5C: 8" Service C	Class Cast Iron Pi _l	ping (lead and oakun	n joints).	
		Straight Time F	Price	Overtime Price	
		\$	Price Per LF Per Fitting	\$	Per LF
		\$	Per Fitting	\$	_Per Fitting
	UP 5C: 10" Service	Class Cast Iron P	iping (lead and oaku	m joints).	
		Straight Time P	rice	Overtime Price	
		\$	Price Per LF	\$	Per LF
		\$	Per Fitting	\$	Per Fitting
	UP 5C: 12" Service	Class Cast Iron P	iping (lead and oaku	m joints).	
		Straight Time P		Overtime Price	;
		\$	Per LF	\$	Per LF
		\$	Per LF Per Fitting	\$	_Per Fitting
	UP 5C: 15" Service O	Class Cast Iron P	iping (lead and oaku	m joints).	
		Straight Time P	rice	Overtime Price	,
		\$	Per LF	\$	Per LF
		\$	Per Fitting	\$	

6. Domestic Water Piping: (Include Removal, Installation, Pressure Testing, Insulation, and Final Cleaning)

UP 6A: 1-1/4" T	ype 'L' Copper	Piping (solder joints).			
		Straight Time Price		Overtime Price	
	\$	Per LF	\$	Per LF	
		Per Fitting		Per Fitting	
UP 6B: 1-1/2" Ty	ype 'L' Copper l	Piping (solder joints).			
	Straight Ti	me Price	Overtime	Overtime Price	
	\$	Per LF		Per LF	
		Per Fitting		Per Fitting	
UP 6C: 2" Type '					
	Straight Ti	me Price	Overtime	Price	
	\$	Per LF	\$	Per LF	
		Per Fitting	\$	Per Fitting	
UP 6D: 2-1/2" Ty		Piping (solder joints).			
		Straight Time Price		Price	
	\$	Per LF		Per LF	
		Per Fitting		Per Fitting	
UP 6E: 3" Type '	L' Copper Pipin	ng (solder joints).			
	Straight Tir		Overtime	Price	
	\$	Per LF		Per LF	
		Per Fitting		Per Fitting	
UP 6F: 4" Type 'I					
	Straight Tir	ne Price	Overtime	Price	
	\$	Per LF	\$	Per LF	
	\$	Per Fitting	\$	Per Fitting	

7. Domestic Water 'Lead-Free' Ball Valves: (Include Removal, Installation, Pressure Testing, Insulation, and Final Cleaning)

TID #4 2/40 D					
UP 7A: 3/4" Bal		•			
	_	Straight Time Price		Overtime Price	
		Per LF		Per LF	
		Per Fitting	\$	Per Fitting	
UP 7B: 1" Ball Y	•	, , , , , , , , , , , , , , , , , , ,			
	Straight Ti		Overtime Price		
		Per LF		Per LF	
		Per Fitting	\$	Per Fitting	
UP 7C: 1-1/4" B	Sall Valve (solde:	r ends).			
	Straight Ti	me Price	Overtime	e Price	
	\$	Per LF	\$	Per LF	
	\$	Per Fitting		Per Fitting	
UP 7D: 1-1/2" B	all Valve (solder	r ends).			
	Straight Ti	me Price	Overtime	Price	
	\$	Per LF	\$	Per LF	
	\$	Per Fitting		Per Fitting	
UP 7E: 2" Ball V					
	Straight Ti	me Price	Overtime	Price	
	\$	Per LF	\$	Per LF	
		Per Fitting		Per Fitting	
UP 7F: 2-1/2" Ba					
	Straight Ti	me Price	Overtime	Price	
	-	Per LF		Per LF	
		Per Fitting		Per Fitting	
UP 7G: 3" Ball V					
	Straight Ti	,	Overtime	Price	
	_	Per LF		Per LF	
		Per Fitting		Per Fitting	
UP 7H: 4" Ball \			Ψ	rerrenng	
	Straight Ti	·	Overtime	Price	
	_	Per LF		Per LF	
	\$	Don Eitting		Per Fitting	

8.	Domestic Water 'Lead-Free'	Butterfly	Valves: (Include Removal, Installation,
	Pressure Testing, Insulation,		

UP 8A: 2" Butter	rfly Valve (flang	ged ends).			
	Straight Ti	Straight Time Price		Overtime Price	
	\$	Per LF	\$	Per LF	
	\$	Per Fitting	\$		
UP 8B: 3" Butter	fly Valve (flang	ed ends).			
	Straight Ti	me Price	Overtime	e Price	
	\$	Per LF	\$	Per LF	
	\$		\$	Per Fitting	
UP 8C: 4" Butter	fly Valve (flang				
	Straight Ti	me Price	Overtime	e Price	
	\$	Per LF	\$	Per LF	
	\$		\$		
UP 8D: 6" Butter					
	Straight Tir	me Price	Overtime	Price	
	\$	Per LF	\$	Per LF	
	\$	Per Fitting		Per Fitting	
UP 8E: 8" Butter	fly Valve (flange	ed ends).			
	Straight Tir	ne Price	Overtime	Price	
	\$	Per LF	\$	Per LF	
	\$	Per Fitting	\$	Per Fitting	

9. Ramp Storm Drainage Vertical Piping, Without Insulation: (Include Removal, Installation, Pressure Testing, and Final Cleaning)

UP 9A: 4" Service C	lass Cast Iron Pipi	ng (lead and oakum	ı joints).	
	Straight Time Price		Overtime Price	:
	\$	_Per LF	\$	Per LF
	\$	_Per Fitting	\$	
UP 9B: 6" Service C	lass Cast Iron Pipi	ng (lead and oakum		
	Straight Time Pri		Overtime Price	
	\$	_Per LF	\$	Per LF
	\$	_Per Fitting	\$	Per Fitting
UP 9C: 8" Service C	lass Cast Iron Pipi	ng (lead and oakum	joints).	_
	Straight Time Price		Overtime Price	
	\$	_Per LF	\$	Per LF
	\$	_Per Fitting	\$	Per Fitting
UP 9D: 10" Service 0	Class Cast Iron Pip	ing (lead and oakur		_
	Straight Time Pri	ce	Overtime Price	
	\$	_Per LF	\$	Per LF
	\$	_Per Fitting	\$	Per Fitting
UP 9E: 12" Service (Class Cast Iron Pip	ing (lead and oakur		-
	Straight Time Price		Overtime Price	
	\$	_Per LF	\$	Per LF
	\$	Per Fitting	\$	Per Fitting

Without Insulation: (Include Removal, Installation, Pressure Testing, and Final Cleaning) UP 10A: 4" Service Class Cast Iron Piping (existing). Straight Time Price Overtime Price Per 10 LF Per LF Per Fitting Per Fitting UP 10B: 6" Service Class Cast Iron Piping (existing). Straight Time Price Overtime Price Per 10 LF Per LF Per Fitting \$____ Per Fitting UP 10C: 8" Service Class Cast Iron Piping (existing). Straight Time Price Overtime Price _____Per 10 LF Per LF Per Fitting Per Fitting UP 10D: 10" Service Class Cast Iron Piping (existing). Straight Time Price Overtime Price \$_____ Per 10 LF Per LF Per Fitting Per Fitting UP 10E: 12" Service Class Cast Iron Piping (existing). Straight Time Price Overtime Price Per 10 LF Per LF Per Fitting Per Fitting 11. Epoxy Lining Existing Ramp Storm Drainage Vertical Piping, 10-ft Sections, Without Insulation: (Include Removal, Installation, Pressure Testing, and Final Cleaning) UP 11A: (2) new wall stops at lavatory as part of lavatory faucet replacement scope. Straight Time Price Overtime Price Per Pair Per Pair UP 11B: (1) p-trap at lavatory as part of lavatory faucet replacement scope. Straight Time Price Overtime Price

Per P-trap

10. Epoxy Lining Existing Ramp Storm Drainage Vertical Piping, 10-ft Sections,

Per P-trap

C. 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, 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.

BASE BID (ITEMS 1-8) TOTAL \$			
BASE BID WRITTEN AMOUNT			
FIRM NAME:			
BUSINESS ADDRESS:			
_			
TELEPHONE:			
BY:			
21.	(Signature)		
TITLE:			

CORPORATE SEAL (If bidder is a corporation)

EXHIBIT B

MBE/WBE PARTICIPATION PLAN AND UTILIZATION AFFIDAVIT

Name of Project:	D.	naiaat Namaham			
Contract Number:	P	roject Number:			
In connection with the above (Title) and duly author address is in the City of facts submitted regarding I statement of the extent to who Contractor, Bidder and/or Votate Selected Contractor, Bid certification if Selected Contract who provided for this project a representative.	orized representative of (Nan State MBE/WBE participation for ich MBE/WBE firms will partendor for the Project. dder and/or Vendor may countractor, Bidder and/or Vendor vith sub-subcontractors, sup	ne of Prime Contract of and that I ha or the above-referer rticipate in this Contr nt toward its MBE/V or is a certified MBE pliers of commoditi	or, Bidde ave person aced Con ract if awa WBE goal and/or W es and/or	r and/or Vendor)nally reviewed the stract, including the properties of the stract and the stract are stract. The stract is the stract are stracted as the stracted	material and ne following the Selected in its area of n of the total or indirectly
	DIRECT / INDIRECT M	BE/WBE PARTIC	IPATIO	N .	
Name of MBE and/or WBE Contractor/Vendor	Type of Work to be Done	MBE Particip	ation	WBE Partic	ipation
		\$	%	\$	%
		\$	%	\$	%
		\$	%	\$	%
		\$	%	\$	%
Total Net Direct / Indirec	t MBE/WBE Credit	\$	%	\$	%
Total MBE Participation \$	or	Total WBE Partici	pation \$	or	<u>%</u>
contractors.	e of the MBE/WBE contract and/or subcontractor(s) will not blank line above. If more	and/or subcontract work be sub-subcontrace than 10% percent or	ill be subl ting any o	et to MBE/WBE confirmed the work describes of the MBE/WB	ontractors. bed herein, a \underline{E} contractor
The undersigned will enter execution of a contract with By:		above work with the	eir subco	ntractors, condition	ned upon its
Name of Prime Contractor, I Date: Address: Fax:		Name (Print): Telep		mber:	_

	IIIi	nois Sports	Facilities A	uthorit	V		
		E / WBE UTIL			_		
	IVIDL	I / WDL OIIL			7 1 1		
Proposed Utilization	% MBE	% WBE					
Actual Utilization	% MBE	% WBE					
Prime Contractor/Consulta	nt Inform	ation					
Name of Entity:	iit iiiioiiii	<u>auon</u>	Contract Number:				
Address:			Project Number:				
City, State, Zip Code:			Project Name:				_
Telephone Number:			i roject rame.				
Total Training							
		a artifica that the fallowin	a Minarity and Mana	on Cutomicas	/"NAD = /\A/F	25"\ baya baa	
Prime Contractor/Cons	ultant	certifies that the following	ig wilhority and wome	en Enterprises	(IVIDE/VVE	o⊏) nave bee	en contracte
with in connection with the a							endering
services to the project above	as per the	the contract agreement.	The MBE/WBE cert	tification statu	s has been	verified.	
The following schedule accur	ately refle	cts the value of each MBI	 F/WBF sub-agreeme	nt and the am	ounts of mo	onev paid to d	late
The lenewing coneduce accur	atory rono	Sto the value of each MB		in and the am		noy para to a	
CONTRACTOR/SUBCONT	RACTOR	GOOD/SERVICES PROVIDED	AMOUNT OF CONTRACT	MBE AMOUNT	MBE %	WBE AMOUNT	WBE %
Example							
·							
(Please remove data in shad							
before entering your compan	les data.)						
General Contractor		Description of Project	500,000				
Subcontractor		Trade	169,000	169,000	33.8%		
Subcontractor		Trade	47,000			40,000	8.0%
TOTAL CONTRACT A	MOUNTS	AND PERCENTAGES	\$ 716,000	\$ 169,000		\$ 40,000	
			Name of Project Ma	anager (PRIN	Т)		

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:	ADDITIONS AND DELETIONS: The author of this document has
ADDRESS:	added information needed for its completion. The author may also have revised the text of the original
SUBMITTED BY:	AlA standard form. An Additions and Deletions Report that notes added information as well as revisions to the
NAME:	standard form text is available from the author and should be reviewed. A
ADDRESS:	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.
PRINCIPAL OFFICE:	This document has important legal
Corporation Partnership	consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
l Individual	This form is approved and
Joint Venture	recommended by the American
[] Other	Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating
NAME OF PROJECT (if applicable):	the qualifications of contractors. No endorsement of the submitting party or verification of the information is
TYPE OF WORK (file separate form for each Classification of Work):	made by AIA or AGC.
[] 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?	

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User Notes: (3633154100)

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

- § 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 las	t five years,	has any off	icer or prin	ncipal of you	ır organiza	tion ever bee	en an office	r or principal of
another organization	n when it fai	iled to comp	olete a cons	struction con	ntract? (If	the answer is	s ves, please	e 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;

- A. Please complete the above AlA 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 work "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

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Please indicate the an	nronriate categ	ory if the firm	is a minority	i hiisiness e	nternrice
Please indicate the ap	propriate catego	or y ir the inin	is a minorit	y Dusiness C	interprise.

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() 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

()An	the Indian Subcontinerican Indian or A America.			the original peoples of
Please	indicate if the firm	is a female owner	ed business.	
() Ye	S			
III. <u>S</u>	AFETY AND LOSS	CONTROL DA	<u>ΓΑ</u>	
Provi				ne past three years and current year. (on their letterhead,
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2024			2023	
2023			2021	
logs.]		ou do not com	plete OSHA 300	
Ifyes,	for what? _			
List t		incident frequencts. Name of Site	cy rates, and lost	ill be assigned to this project. time frequency rates for each
5.Will	your insurance com	pany's loss contro	ol specialist visit tl	ne projectsite?
Yes_		No		
6. Do y A. B. C.	you require documen Field supervisors Employees New hires	YES YES YES YES	s be held for: NO NO NO	Frequency Frequency Frequency
D.		YES	NO	
υ.	Subcontractors	1 E3	NU	Frequency

7.Do you condu	ct documented safety in	spections?	
NO	_YES	How Often?	
8.Do you have h	nome office safety repre	sentatives who visit/audit the job?	
NO	_YES	How Often?	
The undersigned in all respects.	d warrants and represen	ts the data provided pursuant to thi	s Exhibit C is accurate
Name of Firm			_
Prepared by:			
Title: D	ate:		

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 Rate Field -Waste/VentPiping FY2026

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 thisday of,20	
My commission expires	
Notary Public	

EXHIBIT E

CONTRACT

SHORT FORM CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made a	as of the day of in the year of	
BETWEEN the Owner:	Illinois Sports Facilities Authority 333 West 35 th Street Chicago, Illinois 60616	
and the Contractor: (Name and address)		
The Project is: (Name and location)	Rate Field 333 West 35 th 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 <u>identifying all</u> 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., CWS Maintenance Company, Roclab Athletic Instruction LLC, Jerry Reinsdorf, Jerry M. Reinsdorf and related family trusts, Levy Premium Foodservice Limited Partnership, GRG – US Cellular Field Management Company LLC., Standard Parking Corporation IL, 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., CWS Maintenance Company, Roclab Athletic Instruction LLC, Delaware North Companies Sports Service, Inc., Jerry Reinsdorf, Jerry M. Reinsdorf and related family trusts, Levy Premium Foodservice Limited Partnership, GRG - U.S. Cellular Field Management Company LLC., Standard Parking Corporation IL, 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), crossliability and severability of interests shall exist for all coverages provided thereunder. All policies of insurance required under this Paragraph 8.1 shall be written on an "occurrence" basis (excluding Professional Liability insurance, if required), shall be placed with insurance companies reasonably acceptable to the Owner, and shall include endorsements providing for the giving of notice to the additional insureds at least sixty (60) days prior to the cancellation, non-renewal or material modification of any such policies. Such insurance companies shall have at a minimum an A- rating or better with a minimum Class VIII financial size as rated by A.M. Best. The Contractor shall promptly furnish the Owner with certificates of insurance evidencing the coverages hereunder, and shall not commence any services under this Agreement until such insurance is obtained.

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

limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Comprehensive Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage. If work involves pollutants, then form CA 99 48 10/01 or equivalent shall be included.

- C. Workers, Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the Owner and in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$1,000,000 for bodily injury by accident, each accident, (ii) \$1,000,000 for bodily injury by disease, each employee, and (iii) \$1,000,000 aggregate liability for disease. The Workers' Compensation & Employer's Liability Insurance Policies must each include a waiver of subrogation endorsement in favor of the additional insureds.
- (iv) <u>Umbrella Liability Insurance</u>. 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 \$5,000,000 for each occurrence of bodily injury and/or property damage, and an annual aggregate of liability of not less than \$5,000,000 for bodily injury and/or property damage.

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

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

Section 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.

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

CONTRACT EXHIBIT A

SCOPE OF WORK

(EXECUTED BID FORM TO BE ATTACHED HERE)

CONTRACT EXHIBIT B

ILLINOIS SPORTS FACILITIES AUTHORITY (ISFA) <u>PAYMENT PROCEDURES</u>

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.
- 1) 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 Construction Manager will meet with the Owner and Architect 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 Construction Manager 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 email copies are acceptable.

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

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

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

<u>NOTE:</u> Ten percent (10%) retainage shall be shown until otherwise authorized.

<u>NOTE:</u> 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: AlA Document G703. "Continuation Sheet" (latest version). This form must be completely filled out. Computerized versions of this document are acceptable.

Page 3:

Page 5:

Page 6:

Page 7:

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.

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 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

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

Illinois law.

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.

<u>Partial Payment Waivers</u>: All Waivers of Lien, including waivers from your subcontractors, subsubcontractors 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 prior application for payment. Waivers must be for the actual (net) amount received, not the gross amount before retainage.

<u>Final Payment Waivers:</u> 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 exchanged for your final payment.

<u>PLEASE NOTE:</u> 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 an 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 <u>and</u> **one** (1) **original** 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, AlA Document G706.
 - 3. Contractor's Affidavit of Release of Liens, AlA Document G706A.
 - 4. Consent of Surety to Final Payment, AlA Document G707 (if applicable).
- 5. Final Certified Payroll <u>email copies are acceptable</u> (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

CONTRACT EXHIBIT C

MBE/WBE PARTICIPATION PLAN AND UTILIZATION AFFIDAVIT

Name of Project:					
Contract Number:	P	roject Number:			
In connection with the abore (Title) and duly autwhose address is in the material and facts su including the following st awarded to this firm as the The Selected Contractor, its area of certification if a portion of the total doll services directly or indirect (ISFA) and/or its designated	chorized representative of the City of	(Name of Prime C State of State of WBE participation hich MBE/WBE filder and/or Vendor y count toward its er and/or Vendor i th sub-subcontract	ontractor and that for the irms will for the I MBE/W a certificors, supp	r, Bidder and/o the I have perso above-reference participate in Project. BE goal, work ed MBE and/o bliers of comm	or Vendor)nally reviewed need Contract, this Contract if it performs in or WBE and/or nodities and/or
D	IRECT / INDIRECT M	BE/WBE PARTI	CIPATI	ON	
Name of MBE and/or WBE Contractor/Vendor	Type of Work to be Done	MBE Participation		WBE Participation	
		\$	%	\$	%
Total Net Direct / Indir	rect MBE/WBE Credit	\$	%	\$	%
Total MBE Participation S	or	76 Total WBE I	Participat	ion \$	or %
	of the MBE/WBE contract and of the MBE/WBE contract and and/or subcontractor(s) we filled in each blank line and/or subcontractors' scc	and/or subcontract whill not be sub-subce above. If more ope of work will	ill be subl contractir than 10%	et to MBE/WB ag any of the vorcent of the	E contractors. work described ne value of the
The undersigned will ente its execution of a contract By:	with ISFA.		their subc	contractors, co	nditioned upon
By:	r, Bidder and/or Vendor (Print) Signature	··· +) ·		
(Date):(Address):		Name (Prii (Telephor	nt): ne Numbe	er):	
(Fax):		(E-Mail):		,	

Illi	nois Sports l	Facilities A	uthorit	y		
MBE	E / WBE UTIL	IZATION A	FFIDA	/IT		
Proposed Utilization	% WBE					
Actual Utilization % MBE	% WBE					
/totadi otilization	70 VVDL					
Prime Contractor/Consultant Inform	ation					
Name of Entity:		Contract Number:				
Address:		Project Number:				
City, State, Zip Code:		Project Name:				
Telephone Number:						
	certifies that the followin	│ □ Minority and Wome	en Enterprises	("MBE/WE	BE") have bee	n contracte
Prime Contractor/Consultant						
with in connection with the above caption						endering
services to the project above as per the	the contract agreement.	The MBE/WBE cer	tification statu	s has been	verified.	
The following schedule accurately refle	cts the value of each MBI	E/WBE sub-agreeme	nt and the am	ounts of mo	oney paid to d	late.
	GOOD/SERVICES	AMOUNT OF	мое		WDF	
CONTRACTOR/SUBCONTRACTOR	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				
	T 1	400,000	400.000	00.00/		
Subcontractor Subcontractor	Trade Trade	169,000 47,000	169,000	33.8%	40,000	8.0%
		,,,,,,			-,	
TOTAL CONTRACT AMOUNTS	AND PERCENTAGES	\$ 716,000	\$ 169,000		\$ 40,000	
		Name of Project M	anager (PRIN	T)		
		Signature of Project	t Manager	Date Signed:		

CONTRACT EXHIBIT D

FORMS OF SWORN STATEMENT AND LIEN WAIVERS

APPLICATION AND CERTIFICATION FOR PAYMENT	ICATION FOR PAYMENT	AIA DOCUMENT G702 PAGE ONE OF	PAGES
TO OWNER:	PROJECT:	APPLICATION NO: Distribution to:	
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	OWNER ARCHITECT CONTRACTOR
		PROJECT NOS:	
CONTRACT FOR:		CONTRACT DATE:	
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.	TION FOR PAYMENT in connection with the Contract. thed.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Douments, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	odge, been yeen paid by ecd and now due.
1. ORIGINAL CONTRACT SUM 2. Not change by Change Orders 3. CONTRACT SUM TO DATE (Line 1 ± 2) 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) DATE (Column G on G703)	nnnn	CONTRACTOR: By:	
		State of: Subscribed and swom to before me this day of Notary Public: My Commission expires:	
Total in Column I of G703) 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PA YMENT (Time 6 from ming Continuous)	\$ \$ \$	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,	IT the data of the cated,
8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	NAGE s 0.000	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	Contractor
CHANGE ORDER SUMMARY Total changes approved in previous months by Owner	ADDITIONS DEDUCTIONS	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified, ARCHITECT:	all figures on this e amount certified.)
Total approved this Month		By:	
TOTALS NET CHANGES by Change Order	80.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named heren. Issuance, payment and acceptance of payment are without	to the thout
		prejudice to any rights of the Owner of Contractor under this Contract	

AN DOCUMENT G722 - APPLICATION AND CERTRICATION FOR PAYMENT - 1982 EDITION - ALL - 61982
USERS may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AIA DOCUMENT G703

CONTINUATION SHEET

AIA D.

AI

SUBCONTRACTOR:

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APPLICATION NO: INVOICE NO: INVOICE DATE: PERIOD TO:

PAGE OF PAGES 2 of 2

	AGE	買	Ë	Œ	Œ	追	Æ	Ē	Œ	Æ	Æ	追	즲	Œ	追	Œ	Œ	Ē
I	RETAINAGE	#VALUE!	#VALUE!	#VALUE	#VALUE	#VALUE	#VALUE	#VALUE	#VALUE!	#VALUE!	#VALUE	#VALUE!						
Н	BALANCE TO FINISH (C - G)	#VALUE!																
	(C ÷ C)																	0.00%
Ů	TOTAL COMPLETED AND STORED TO DATE (D+E+F)																	\$0.00
F	MATERIALS PRESENTLY STORED (NOT IN D OR E)																	\$0.00
Е	APLETED THIS PERIOD																	\$0.00
D	WORK COMPLETED FROM PREVIOUS THIS P APPLICATION (D + E)																	\$0.00
S	VALUE																	\$0.00
В	DESCRIPTION OF WORK																	GRAND TOTALS
A	NO.																	

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 #	_		
TO WHOM IT MAY CONCERN:			Escrow #		
WHEREAS the undersigned has	been employed by		to furnish		
for the premises known as	is	the owner	of which		
the State of Illinois, relating to m fixtures, apparatus or machinery	sideration of reof is hereby acknowled nechanics' liens, with res y furnished, and on the m ratus or machinery, here		mises, and the improvements the e or to become due from the own	to, lien, under the statutes reon, and on the material, ner, on account of all labor,	
DATE:	_ COMPANY NAME :				
	ADDRES				
		SIGNATURE AND TITLE			
*EXTRAS INCLUDE BUT ARE NO	T LIMITED TO CHANGE	ORDERS, BOTH ORAL AND WRITTEN, T	TO THE CONTRACT		
STATE OF ILLINOIS	CONTRACTOR'S A	EEIDAVIT			
COUNTY OF	SS	WHIDAVII			
	}				
TO WHOM IT MAY CONCERN:	J				
The undersigned,is the contractor furnishing	, Being duly swo	orn, eposes and says that he or she is work on the buildi	ing located at	wh	0
		owned by on which he or she has re		nrior to this payment	
That all waivers are true, correct waivers. That the following are contracts or sub contracts for sp	t and genuine and delive the names and addresses pecific portions of said wo	red unconditionally and that there is no s of all parties who have furnished mater ork or for material entering into the cons material required to complete said work	claim either legal or equitable to rial or labor, or both, for said wor struction thereof and the amount	defeat the validity of said k and all parties having due or to become due to	
NAMES AND ADD		Contract Amount	Amount Paid	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIA	L INCLUDING EXTRAS* 7	TO COMPLETE.			
		ling, and that there is nothing due or to b said work other than above stated.	pecome due to any person for ma	aterial, labor or other work	cof
DATE	SIGNATURE:	, Owner			
SUBSCRIBED AND SWORN TO B	EFORE ME THIS	DAY OF	,20		
EXTRAS INCLUDE BUT ARE NOT ORDERS, BOTH ORAL AND WRI		T.			

EXHIBIT F

DRAWINGS

Drawings dated November 14, 2025 by Elara Engineering.

Drawings can be found at the Website Below

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

EXHIBIT G

SPECIFICATIONS

THE SPECIFICATIONS CAN BE FOUND ON THE PAGES OF THE DRAWINGS DATED November 14,2025

EXHIBIT H

PROCEDURES MANUAL FOR CONTRACTORS

ILLINOIS SPORTS FACILITIES AUTHORITY
Waste/Vent Piping FY2026
Rate Field
CHICAGO, ILLINOIS

PROCEDURES MANUAL FOR CONTRACTORS

November 20, 2025

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

Section	<u>Title</u>
1	Purpose and Intent
2	Project Goals
3	Special Jobsite Provisions
4	Special Administrative Provisions
5	Sample Forms/Attachments
	 AIA G702 - Application and Certification for Payment (sample) AIA G703 - Schedule of Values (sample) Waiver of Lien to Date (sample) Final Waiver of Lien (sample) Waiver Submittal Summary (sample) MBE/WBE Utilization Affidavit W-9 Telephone Directory (TBD - To be sent after
	Contract Award)

SECTION 1 PURPOSE AND INTENT:

The Procedures Manual for Contractors is intended to be an information source and reference guide for personnel involved in the replacing of certain waste and vent piping work throughout the park. 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 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
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- 33. Smoking
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- 36. Hazardous Material Spills
- 37. Gasoline Engines
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- 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 6am to 4pm Monday through Friday, unless Owner is notified. 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 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 work to schedule deliveries of all material on Monday's and Thursday's from 7am – 11am 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, un crate, 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/Engineer 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 in lot E south of Gate 3 or within designated parking assigned to them at the project site. Parking is not permitted on Shields Ave., Wells Street, 31st, 32nd or 33rd Streets; nor is personnel parking permitted in any of the 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 or in the employee entrance located south of Gate 3.

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:

Weekly/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. Weekly/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:

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 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-Builts:

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.

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 preparation using the Substitution Request Form included with Specification Section 016000. 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 Engineer's review must bear the following identification on the item itself:

Project:	Waste/ Vent Piping Phase FY2026
Engineer:	Elara Engineering
Contractor	(filled in by Contractor)
Specification Reference:	(filled in by Contractor)
Submittal Description:	(filled in by Contractor)
Submittal Number:	(filled in by Contractor)

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_russell@isfauthority.com_cfrauens@elaraeng.com

Submittals will be returned electronically after Engineer'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 russell@isfauthority.com cfrauens@elaraeng.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
- 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:

- AlA G702/CMa Application and Certification for Payment (refer to contract)
- AlA 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 Waste/ Vent Piping FY2026 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 November 20, 2025
- B. Requests for Bids Manual dated November 20, 2025
 - 1) Exhibit A Bid Form dated November 20, 2025
 - 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 November 14, 2025
 - 7) Exhibit G (located on the drawings) Specifications dated November 14, 2025
 - 8) Exhibit H Procedures Manual for Subcontractors dated November 20, 2025
 - 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 Engineer.
- 9) As described in exhibit A- Bid form and associated drawings

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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 December 17, 2025

Mobilization / Construction activities begin December 22, 2025

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 March 6, 2026

Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

If not, contact us immediately.

✓ Do not discard - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

