



**Volume II – Bid #MWJ2101**  
**Electrical Low Voltage Services**  
**Job Order Contracting (JOC)**  
**Standard Terms and Conditions**

# **CITY COLLEGES BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**

## **JOB ORDER CONTRACT**

This Contract, hereinafter defined, is effective when approved by the City Colleges of Chicago Board of Trustees and executed by all parties, as of the (day of date) **2021**, and is entered into by and between the Board of Trustees of Community College District, No. 508, a body politic and corporate, having its principal offices at 180 N. Wabash, Chicago, IL 60601 and **Contractor**, an Illinois corporation, having its principal offices at address.

### **PART A – JOB ORDER CONTRACTING GENERAL CONDITIONS**

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## **PART B – JOC SPECIAL CONDITIONS**

## ARTICLE 1. GENERAL

### 1.1 Abbreviations.

Common abbreviations used in the Contract:

ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AISC	American Institute for Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWS	American Welding Society
CCC	City Colleges of Chicago
CDOT	Chicago Department of Transportation
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
CRSI	Concrete Reinforcing Steel Institute
EEO	Equal Employment Opportunity
ENR	Engineering News Record
IDOT	Illinois Department of Transportation
ILCS	Illinois Compiled Statutes
NSC	National Safety Council
NEMA	National Electrical Manufacturers Assn.
NFPA	National Fire Protection Assn.
UL	Underwriters' Laboratories, Inc.
USC	United States Code

### 1.2 Definitions.

When the following terms are used in this document, the intent and meaning is as follows:

**Accelerated Schedule** is defined as Work that is to take place between the hours of 5:00 PM to 6:00 AM weekdays and any times during Saturday, Sunday, and Holidays as well as any Work during Normal Working Hours utilizing double shifts or as determined by City Colleges of Chicago for projects in which CCC requires normal construction schedule to be accelerated for the purposes of completing the Work in an expedited manner.

**Addendum.** The documents issued prior to the Proposal Due Date that clarify, correct, or change the Request for Sealed Bids or the Contract Documents. Each Addendum is uniquely numbered. The plural form, Addenda, refers to all uniquely numbered Addenda.

**Adjustment Factor** is the Contractor's competitively bid price adjustment to the Unit Prices as published in Volume II, the Construction Task Catalog® (CTC®).

**Award.** The decision by the CCC to accept the Proposer's Proposal subject to the execution and approval of a satisfactory Contract. The date of the Award is the date of execution of the Contract by the CCC.

**Base Term.** The initial twenty-four (24) month term of the Contract and does not include any Option Terms.

**Bond.** Any types of bonds that may be required for performance under the Contract.

**Calendar Day.** See Day or Days.

**Changed Work.** A material change (either an increase or decrease) in the quality, quantity, or programmatic requirements of the Work specified in the Job Order. Incidental work does not include Work that is reasonably inferable from the Job Order as being necessary for the proper, timely, and orderly completion of the Work or functioning of the Work in accordance with the requirements of the Contract and the Job Order. Also referred to as "Supplemental Job Order."

**Combined Adjustment Factor** is the weighted average of the three (3) Adjustment Factors according to the table in Volume I, Document 00100, Article 1.17.B – Bid Pricing. The lowest bidder will be determined by the lowest Combined Adjustment Factor.

**Contract Documents** is Volume I – Request for Sealed Bids, Volume II – Standard Terms and Conditions, Volume III -The Construction Task Catalog®, Volume IV– Technical Specifications, Volume V – CCC Cabling Standards, Performance Bonds, Certificates of Insurance, Addenda, the Job Order, any other Job Order Related Documents and the Purchase Orders.

**Construction Task Catalog®** is Volume III of this Contract; the comprehensive listing of specific construction related tasks together with a specific unit of measurement and a fixed Unit Price. (Also referred to as "CTC®").

**Contract.** The contract between the CCC and the Contractor, comprised of the Contract Documents.

**Contractor.** The individual, partnership, firm, corporation, joint venture, or other entity identified in the Contract.

**Contractor's Sworn Statement.** A CCC Walker Form 589, 590 or 591.

**Construction Task Catalog®.** Appendix A of this Contract; the comprehensive listing of specific construction related tasks together with a specific unit of measurement and a fixed Unit Price. (Also referred to as "CTC®").

**Day, day, Days or days.** Calendar day or days. A day contains 24 hours, begins at midnight, and includes every day shown on the calendar including all days Monday through Friday and all Saturdays, Sundays, and all Holidays.

**Delay.** Any delay to the Schedule.

**Detailed Scope of Work.** The written scope of Work for a particular Job Order prepared by either the Contractor or the CCC and agreed to by the Contractor and the CCC. For some projects the Detailed Scope of Work will be drawings and specifications prepared specifically for a Job Order.

**eGordian®** is CCC's management software package used to generate the Job Order related documents including, but not limited to, the Detailed Scope of Work, Request for Price Proposal, Price Proposal. The eGordian® software can also track M/WBE participation for each Job Order and can produce a variety of management summary reports

**Excusable Delay.** Delay to the Schedule, arising from events beyond the Contractor's control, as more fully set forth herein, Section 8.2.

**Fabricated.** Items specifically assembled or made out of selected materials to meet individual design requirements.

**Final Acceptance Certificate.** The certificate issued by CCC for Final Acceptance of the Work.

**Final Acceptance of the Work.** The last date on which all of the following events have occurred on a Project: CCC determined that all Punch List Work and any other remaining Work has been completed in accordance with the Contract Documents and the Job Order; final inspections have been completed and operations systems and equipment testing have been completed; final occupancy certificates have been issued; all deliverables have been provided to CCC; and all contractual requirements for final payment have been completed in accordance with Section 9.2. CCC will issue a Final Acceptance Certificate upon occurrence of all the foregoing.

**Incidental Work.** Any materials, equipment, parts, or labor that are necessary for the proper, timely, and orderly completion of the Work or functioning of the Work.

**Holidays** – New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day (4th Thursday in November), Christmas Day (December 25th).

**Job Order.** is a written order requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time and setting forth the Job Order Amount. A Job Order includes all the related documents including: the Detailed Scope of Work, the Request for Price Proposal, Request for Design, a Price Proposal, CCC's Purchase Order, Job Order Completion Time, Progress Schedule, Payment Packages, Subcontracting Plan, Schedule A, Schedule Cs, Certification Letters and any other documents or special conditions that might apply to that Project.

**Job Order Amount** is the lump sum price to be paid to the Contractor for completing the Detailed Scope of Work within an acceptable manor and within the Job Order Completion Time.

**Job Order Completion Time.** is the period of time in calendar days set forth in the Job Order within which the Contractor must substantially complete the Detailed Scope of Work for that Job Order.

**JOC Coordinator.** The CCC representative that will oversee the execution of the Contract. The JOC Coordinator will manage and administer the JOC program on behalf of the CCC. The JOC Coordinator shall assign Projects and provide overall guidance to the Contractor in the execution of the Job Order Contract. The JOC Coordinator shall evaluate the overall performance of the Contractor and report program status and progress to the CCC.**Job Order Documents.** Job Order Documents consists of the Job Order, Job Order Drawings, Specifications, RFPP, Price Proposal, Job Order Proposal Package, Purchase Order and Notice to Proceed and other documents, if any, made a part of the Job Order Documents.

**Job Order Drawings.** The graphic and pictorial portions of the Job Order that show the design, location, and dimensions of the Work. The Job Order Drawings generally include plans, elevations sections, details, schedules, and diagrams and incorporated in the Job Order as the Work progresses. The terms "Plans" and "Drawings" are synonymous with the term "Job Order Drawings."

**Job Order Price.** The total lump sum amount payable by the CCC to the Contractor for completion of the Work according to the Job Order.

**Job Order Proposal Package.** A package prepared by the Contractor and submitted to the CCC after the Price Proposal is accepted. See Part B- Job Order Contracting Special Conditions, Article III for a list of documents contained in the Job Order Proposal Package.

**Joint Scope Meeting.** A meeting either at the Project Site or a location of the JOC Coordinator's choice in which the Contractor and the JOC Coordinator discuss the Work that is to be performed before the Detailed Scope of Work is finalized.

**Key Personnel.** Those job titles and the persons assigned to those positions in accordance with the provisions of this Contract.

**M/WBE.** A Minority or Woman Owned Business Enterprise approved by the CCC in accordance with Appendix C.

**Manufactured.** The term applies to standard units usually mass produced.

**Maximum Contract Amount.** The maximum contract value that can be ordered under this Contract during any term of the Contract.

**Minimum Contract Amount.** The minimum dollar value that will be ordered under this Contract the Contractor is guaranteed the opportunity to perform under this Contract.

**Modification.** A written amendment to the Contract that is signed by both parties.

**Non Pre-Priced Task or NPP.** A task required to complete the Detailed Scope of Work for an individual Job Order, but which is not contained in the Construction Task Catalog®. The formula for determining the price of a Non Pre-Priced Task is included in the Part B- Job Order Contracting Special Conditions, Article III- Preparation of the Price Proposal.

**Non Pre-Priced Adjustment Factor.** The factor the Contractor shall apply to the cost of the Non Pre-Priced Task as determined by the Request for Sealed Bids. The Non Pre-Priced Adjustment Factor shall not be adjusted for the duration of the Contract.

**Non Pre-priced Adjustment Factor or NPP** is the factor the Contractor shall apply to the cost of the Non Pre-priced task as determined by the JOC Special Conditions, Article III.B. – Preparation of the Price Proposal.

**Non Pre-priced Task** is defined as those tasks required to complete the Scope of Work for an individual Job Order, but are not contained in the Construction Task Catalog®. The formula for determining the price of a Non Pre-Priced Task is included in the JOC Special Conditions, Article III. – Preparation of the Price Proposal.

**Notice of Proposal Acceptance.** The written notice issued by the CCC to the Contractor that the Price Proposal submitted by the Contractor for a Job Order has been accepted.

**Normal Working Hours.** are defined as Work that is to take place between the hours of 6:00 AM and 5:00 PM on non-holiday weekdays

**Notice to Proceed.** The written notice issued by the CCC to the Contractor authorizing the Contractor to begin the Work on a Project on a certain date. The Notice to Proceed date is the first day of Job Order Completion Time.

**Option Term.** is an additional term added to the Contract extending the Contract time and increasing the potential Maximum Value by the amount stated in Volume I of these Contract Documents.

**Other than Normal Working Hours.** The period between the hours of 5:00 PM to 6:00 AM, weekdays and any times during Saturday, Sunday, and Holidays

**Owner's Representative.** is the Architect, Engineer and/or CCC's Representative as designated by CCC.

**Plans.** See Job Order Drawings.



**Pre-Priced Task.** A construction task required to complete the Detailed Scope of Work that is included in the Construction Task Catalog®.

**Price Proposal.** The document prepared by the Contractor in the eGordian® software using the Construction Task Catalog®, Adjustment Factors, and appropriate quantities.

**Punch List.** A formal comprehensive list of incomplete or deficient Work on a Project, prepared by JOC Coordinator and attached to the Substantial Completion Certificate.

**Punch List Work.** The remaining tasks required of the Contractor to complete the Work set forth on the Punch List.

**Purchase Order.** is the written authorization from CCC notifying the Contractor the Job Order Price Proposal Package is accepted and will set forth a lump sum amount for the compensation of completing the Scope of Work.

**Record Documents.** The final As-Built Drawings and Specifications and Shop Drawings.

**Regulation.** Any law, ordinance, statute, or lawful order issued by authorities having jurisdiction.

**Request for Price Proposal (RFPP).** CCC's written request for the Contractor to prepare and submit a Price Proposal for a Job Order. (Also referred to as the RFPP)

**Site** is the location or facility at which the Work for individual Job Order will be performed. The extent of the Site is shown in the Job Order Drawings and/or Detailed Scope of Work and may include additional equipment and material storage areas. (Also referred to as "Project Site" or "Job Site").

**Schedule.** See Job Order Completion Time.

**State.** The State of Illinois.

**Subcontractor.** is the person or entity with whom the Contractor contracts with to perform any part of the Detailed Scope of Work for a Job Order and all Subcontractors of any tier, suppliers, and material suppliers, whether or not in privity with the Contractor.

**Substantial Completion.** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Job Order Contract so CCC can occupy or utilize the Work for its intended use, as evidenced by issuance of a Substantial Completion Certificate.

**Substantial Completion Certificate.** The certificate issued by CCC notifying the Contractor that the Work is in Substantial Completion.

**Supplemental Job Order** is a Job Order issued to add or delete Work from an existing related Job Order.

**Technical Specifications** is Volume IV of this Contract and is a comprehensive list dictating the quality of workmanship and materials setting the standard for the required quality of the Work and any additional specifications specific to the Job Order.

**Testing Laboratories.** Recognized independent entities engaged to perform specific inspections or tests, either at the Project Site, or elsewhere, and to report on, and, if required, to interpret results of those inspections or tests.

**Unit Price.** The price published in the Construction Task Catalog® for a specific construction or construction related work task. The Unit Prices are fixed for the

duration of the Contract. Each Unit Price is comprised of the labor, equipment, and material costs to accomplish that specific task.

**Work.** The furnishing of labor or material undertaken by the Contractor pursuant to a Project. Work includes the furnishing of all material, labor, equipment, supplies, tools, scaffolding, transportation, superintendence, temporary construction of every nature, and all costs and other services and facilities necessary for the full performance and completion of the requirements of the Contract. Work also means that which is produced, constructed, or built pursuant to the Contract. The Work may constitute the whole or a part of a Project.

### **1.3 The Scope of Work for the Project.**

The scope of work for Projects shall be determined by individual Job Orders issued by the JOC Coordinator for each Project. The Contractor shall provide all pricing, management, design drawings, documents, materials, supplies, equipment, tools, parts (to include system components) transportation, labor, temporary light and power, shop drawings, installation drawings, working drawings, and incidentals needed to complete the Job Order. The Contractor shall provide quality assurance as specified in strict accordance with the Contract and shall also be responsible for Project Site safety as well as site preparation and cleanup. The Work that the Contractor must provide under this Contract includes, but is not limited to, the Work described in Request for Sealed Bid No. MWJ2101 as well as the Job Order Drawings and Specifications. The Contractor must provide the Work strictly in accordance with the standards of performance set forth in the Contract.

### **1.4 Joint Scope Meeting.**

Before starting Work on a Project, the JOC Coordinator will call a Joint Scope Meeting to discuss the Detailed Scope of Work for a particular Job Order. The Joint Scope Meeting is further defined in Part B- Job Order Contracting Special Conditions, Article III.

### **1.5 Review Required Prior to the Start of Work; Field Measurements; Verification.**

Before preparing any Price Proposal, Job Order Proposal Package, or ordering any material or doing any Work, the Contractor must check the Job Order Drawings and Specifications and shall verify all measurements and conditions including, but not limited to spot checking elevations, or other measurements and conditions. Should any errors, discrepancies, ambiguities or omissions be found in the Job Order Drawings, Specifications, and the physical conditions at the Project Site, the Contractor must notify the CCC, immediately in writing.

The Contractor must also confirm the accuracy of on-site grade elevations, dimensions, and locations and all dimensions relating to existing work. The Contractor must promptly rectify errors caused by Contractor's failure to verify such information, at no additional cost to the CCC.

As required for individual Job Orders, the Contractor shall establish on the Project Site all necessary reference lines and permanent bench marks from which he shall establish building lines and elevations and notify the CCC in writing of any discrepancies found before proceeding with the Project. A registered land surveyor shall be employed by the Contractor for this purpose and to lay out the Work, determine all lines and elevations and shall verify same from time to time as the Work progresses, and to take settlement readings as hereinafter specified. The CCC has the right to check the Contractor's layout and measurement during the course of the Work.

The Contractor must locate and preserve all geodetic control survey monuments. If it is determined that a survey monument may be disturbed or destroyed as a result of construction activity, the Contractor must contact the CCC immediately in order to

arrange with the U.S. Geological Survey office for a temporary monument relocation site. Upon termination of construction activity, the U.S. Geological Survey office will determine an appropriate permanent location for the displaced geodetic control survey monument.

#### **1.7 Contract Interpretation.**

Any headings of this Contract are for convenience of reference only and do not define or limit the provisions. Words importing persons will include firms, associations, partnerships, trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. Words of gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this Contract. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract.

Material, equipment, supplies, components, other products, and workmanship specified by reference to the number, symbol, or title of a published standard must comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of Request for Sealed Bids for this Contract, except where a specific issue is specified. In case of a conflict between the Specifications and the standard referred to, the Specifications will govern. The CCC will not give consideration to any claimed ignorance of a cited standard. The Contractor is responsible for being knowledgeable and familiar with its own trade's generally accepted published standards of quality and workmanship.

The words "as shown," "as indicated," "as detailed," and all words of similar import refer to the Job Order Documents and Drawings, unless otherwise expressly provided.

#### **1.8 Severability.**

If any provision of this Contract is held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, or any constitution, statute, ordinance, rule of law, public policy, or any other reason, the circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provision herein contained invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract will not affect the remaining portions of this Contract or any part thereof.

#### **1.9 Interpretations/Rules.**

A. The intent of the Job Order Drawings and Specifications and the Detailed Scope of Work are to describe the Work that the Contractor must undertake to fulfill the requirements of the Job Order according to the Contract. The Contractor must perform all Work as provided in the Contract and the Job Order and all Incidental Work in accordance with the Contract and the Job Order.

B. Because the Job Order Drawings and Specifications are not intended to cover every detail of materials, parts, or construction, the Contractor must furnish all Incidental Work, whether or not these details are shown or specified, all at no additional cost to the CCC. For example: A Job Order may be "Erect with Metal Studs and Paint Gypsum Wallboard Wall." The anchoring of the wall to the floor and ceiling, proper installation of the vertical studs, attaching the wallboard, taping and finishing with joint compound are standard construction procedures which are the responsibility of the Contractor.

C. Wherever the imperative form of address is used, such as "perform the excavating," "provide equipment required," "remove obstructions encountered," and "furnish and install reinforcing steel bars," it is understood and agreed that such direction is addressed to the Contractor.

D. It is the responsibility of the Contractor, in preparation of its Price Proposal, to select the proper items from the CTC® related to the Detailed Scope of Work to complete the Detailed Scope of Work, even though Incidental Work as related to the overall Detailed Scope of Work are not specifically identified in the Detailed Scope of Work. Extra payment requested by the Contractor based on the contention that the Job Order or Detailed Scope of Work failed to itemize tasks which are considered Incidental Work to common construction practice will not be permitted.

E. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or subcontractor. The Contractor is responsible for all segregation of Work between trade or craft jurisdictional limits.

F. The Contractor must keep on hand at the Project Site, for reference, a copy of the Contract, a complete set of Specifications for the Work, a complete set of all Job Order Drawings of the Work, copies of all Plans furnished by the Contractor, and all orders issued to the Contractor by the CCC that relate to the Work.

G. Except as otherwise specified, the definitions applicable to this Contract are provided in Section 1.2.

#### **1.10 Entire Contract.**

This Contract, which incorporates by reference all bid document (including any RFP proposals and responses), constitutes the entire agreement between Contractor and the CCC with regard to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are part of the Contract.

#### **1.11 Order of Precedence.**

The various Contract Documents are intended to be complementary, and to describe the tasks necessary to complete a Project. Anything mentioned in the Specifications but not shown on the Job Order Drawings, or shown on the Job Order Drawings but not mentioned in the Specifications, will be of like effect as if mentioned in and shown on both. Omissions from the Specifications or the Job Order Drawings or the misdescription of details of Work that are necessary to carry out the intent of the Project, or that are customarily performed, will not relieve the Contractor from the obligation to perform such Incidental Work. The Contractor must perform the omitted Work as if it were fully and correctly set forth and described in the Job Order Drawings and/or Detailed Scope of Work.

In case of any conflict or inconsistency that cannot otherwise be resolved, the governing order of precedence of the Contract Documents are as set forth in 0.06 of Volume I is as follows:

1. Contract Modifications;
2. Addenda;
3. Volume II – Standard Terms and Conditions;
4. Job Order including the Detailed Scope of Work, Plan Drawings, the Job Order Proposal and Supplemental Job Orders;
5. Volume IV – Technical Specifications;
6. Volume III – Construction Task Catalog;

7. Volume V – CCC Cabling Standards;
8. Volume I – Request for Sealed Bid;
9. Standard Specifications of City Colleges of Chicago, State or Federal Government if any;
10. Surety Statement of Qualifications;
11. Advertisement

In case of differences between small and large-scale Job Order Drawings, the larger scale Job Order Drawing will govern. In case of a discrepancy between a picture or diagram in a Job Order Drawing and the dimensions written thereon, the written dimensions will govern.

The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the CCC.

#### **1.12 Confidentiality.**

Contractor, its employees and any Subcontractors or suppliers shall keep confidential all information furnished to it by the CCC or otherwise learned by it in the performance of the Work. Except as may be required by law, the Contractor shall not make any announcements or release any information concerning this Contract, the Work, or any part thereof, to any member of the public, press, or any official body, unless prior written consent is obtained from the CCC.

#### **1.13 Personal Liability of Public Officials.**

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to them thereby, there will be no liability imposed upon the CCC, the CCC Board of Trustees, their authorized representatives, the District Director of Procurement and Business Services, the JOC Coordinator, the Owner's Representative or any other employee or officer of the CCC, either personally or as officials of the CCC; it being understood that in such matters they act as representatives of the CCC.

#### **1.14 No Waiver of Legal Rights.**

Neither the acceptance by the CCC, or any representative of the CCC, nor any payment for, or acceptance of, the whole or any part of the Work, nor any extension of time, nor any possession taken by the CCC, will operate as a waiver by the CCC of any portion of the Contract, or of any power herein reserved, or any right of the CCC to damages or other relief herein provided. A waiver of any breach of the Contract will not be held to be a waiver of any other or subsequent breach. The CCC may only waive its rights in writing.

Whenever under this Contract the CCC by a proper power waives the Contractor's performance in any respect, or waives a requirement or condition to either the CCC's or the Contractor's performance, the waiver so granted will only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver will be construed as a Modification of this Contract, regardless of the number of times the CCC may have waived the performance, requirement, or condition.

#### **1.15 Counterparts.**

This Contract is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

**1.16 Amendments.**

No changes, amendments, modifications, cancellation, or discharge of this Contract, or any part thereof, will be valid unless in writing and signed by the authorized representatives of the parties hereto, or their respective successors and permitted assigns, in accordance with all applicable laws.

**1.17 Governing Law.**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

**1.18 Consent to Service of Process and Jurisdiction.**

The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the CCC, either by registered or certified mail addressed to the applicable office as provided on the signature page of the Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor.

**1.19 Assigns.**

All of the terms and conditions of this Contract will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

**1.20 Cooperation by Parties.**

The parties hereby agree to use their good faith in the performance of this Contract and to cooperate with each other in the completion of the Work hereunder. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract.

**1.21 Joint and Several Liability.**

In the event that the Contractor, or its successors or permitted assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

**1.22 No Third Party Beneficiaries.**

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Subcontractors or other third parties.

**1.23 Notices.**

All communications and notices, except for process served pursuant to Section 1.18, herein provided for shall be in writing, delivered personally or mailed first class, postage prepaid, to the name and address of the Contractor as provided on the signature page of the Contract, or to the CCC at the following addresses:

General Counsel  
City Colleges of Chicago  
180 North Wabash, Suite 200  
Chicago, IL 60601

Associate Vice Chancellor, Administrative Services

City Colleges of Chicago  
3901 S. State Street, Room 216  
Chicago, IL 60609

Associate Vice Chancellor of Business and Procurement Services  
City Colleges of Chicago  
3901 S. State Street, Room 102  
Chicago, IL 60609

Notices delivered by mail will be deemed effective three (3) days after mailing in accordance with this section. Notices delivered personally will be deemed effective upon receipt. The addresses stated herein may be revised without need for Modification of this Contract, provided written notification is given in accordance with this Section.

**1.24 Authority.**

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, the Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

**1.25 Consents and Approvals.**

Unless otherwise expressly stated herein, any consents and approvals to be given by the CCC will be made in writing by the District Director of Procurement and Business Services.

**1.26 Cooperation Among Contractors.**

Unless otherwise provided in Part B- Job Order Contracting Special Conditions, if separate contracts are let for Work within or adjacent to the Project Site, Contractor must conduct its Work so as not to interfere with, or hinder, the progress or completion of the Work being performed by other contractors.

The Contractor shall indemnify the CCC Indemnitees, as hereinafter defined, consistent with Section 15.1 for any failure to perform in accordance with this Section.

The Contractor must arrange its Work and place and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the Project Site. The Contractor must coordinate its Work with that of the others in an acceptable manner and must perform it in proper sequence to that of the other contractors.

**1.28 Setoff.**

The CCC shall have the right of setoff of any claim of the CCC against any payments due or to become due to the Contractor or the retention under this Contract..

**1.29 Independent Contractor.**

The Contractor must perform the Work under this Contract as a non-exclusive independent contractor, and nothing herein is intended or shall be construed to create any partnership, agency, or joint venture relationship between the CCC and the Contractor. Neither the Contractor nor its Subcontractors, or the employees of any of them, shall be deemed for any purpose to be employees of the CCC. The Contractor is solely responsible for the withholding or payment of all applicable Federal, State, and

local personal income taxes, social security taxes, unemployment and disability insurance, and other payroll taxes with respect to the Contractor's employees.

### **1.30 Taxes**

Sales Tax does not apply to materials purchased by the CCC by virtue of our tax exempt status. These taxes must not be included in any of the prices quoted in the Proposal. If required, CCC will provide the tax exempt certificate to the Contractor(s).

## **ARTICLE 2. - PROPERTY**

### **2.1 Ownership of Job Order Drawings and Specifications.**

All Job Order Drawings and Specifications, including copies thereof, furnished by the CCC are the property of the CCC. The Job Order Drawings and Specifications may not be used for any purpose other than the Project and must be returned to the CCC at Project completion.

### **2.2 Right of Entry.**

- A. The Contractor, and any of its officers, employees, agents, and Subcontractors, will be permitted to enter upon any part of the Project Site in connection with the performance of the Work, subject to the terms and conditions contained herein. Consent to enter upon all or any part of the Project Site given by the CCC will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the CCC.
- B. The Contractor will use, and will cause each of its officers, employees, agents, and Subcontractors to use, the highest degree of care when entering the Project Site. The Contractor must comply and will cause each of its officers, employees, agents, and Subcontractors to comply, with any and all instructions and requirements for the use of CCC property. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry will be treated in accordance with the applicable terms and conditions of the Contract, including without limitation the indemnification provisions contained in this Contract.
- C. If the Contractor causes damage to CCC property, the Contractor shall, at the option of the CCC either, 1) pay the cost of repair of the damage, or 2) repair or replace the damaged property.
- D. The Contractor must not erect signs or advertising media of any nature on the Project Site without written approval of the CCC.

## **ARTICLE 3. - SUBCONTRACTING AND ASSIGNMENT**

### **3.1 No Assignment of Contract.**

The Contractor may not assign this Contract in whole or in part without the written approval of the CCC. In no case shall such written approval relieve the Contractor of its obligations or change the terms of the Contract.

### **3.2 No Assignment of Contract Funds.**

No contract shall be assigned or any part of the same, subcontracted without the written consent of CCC; but in no case shall such consent relieve the Contractor from his obligations or change the terms of the contract. The Contractor shall not transfer or assign any Contract funds or claims due, or to become due, without first obtaining the written approval of the CCC.

The transfer or assignment of any Contract funds either in whole or in part, or any interest therein, which shall be due or to become due to the Contractor, shall not be effective against or binding on the CCC.



### **3.3 Subcontractors.**

The Contractor shall submit a list of all Subcontractors that will be used on a Job Order to the CCC for approval on AIA Document G705 (Latest Edition) prior to award of a subcontract by Contractor. No Subcontractor will be allowed access to the Project Site without prior approval. The CCC will not pay for Work performed by Subcontractors without prior approval.

If it is necessary to change a Subcontractor after submittal of the original list, the Contractor shall submit the change to the CCC for approval, with an explanation of why the change is necessary, before a new subcontract is signed.

An executed copy of all subcontracts with M/WBE Subcontractors on this Contract shall be sent to the JOC Coordinator within five (5) days of receiving a Notice to Proceed.

A copy of all purchase orders to M/WBE material suppliers on this Contract shall be supplied to the JOC Coordinator prior to the first payment request.

The Contractor shall ensure that all applicable provisions of the Contract are incorporated in the subcontracts with Subcontractors.

Any Subcontractors used on a Job Order authorized by CCC shall not exceed a mark-up of 10% of that which is charged to the Contractor.

## **ARTICLE 4. - QUALITY OF WORKMANSHIP, EQUIPMENT, AND MATERIALS**

### **4.1 Standards of Performance.**

The Contractor must:

1. The Contractor must supervise and direct the Work, whether performed by Contractor, Subcontractors or others, competently and efficiently, devoting such attention thereto and applying such skills and expertise as are necessary to perform the Work in accordance with the Contract. It is the Contractor's responsibility to see that the Work complies with the Contract.
2. Provide and pay for all pricing, management, Work, Shop Drawings, Samples, and Incidental Work needed to complete the Job Order..
3. Make no substitutions of materials, articles, or processes required under the Job Order without obtaining written approval from the CCC.
4. At all times enforce strict discipline and good order among employees.
5. Employ only methods of construction or erection, and hoists, rigging, forms, scaffolding, cribbing, tools, structures, etc., at the Project Site which conform to the requirements of ANSI, NSC, and of Local, State and Federal laws and building codes.
6. Confine its construction equipment, the storage of materials and the operations of workmen to the limits indicated by laws, ordinances, and rules as may be established by the CCC, and shall not unreasonably encumber the premises with construction equipment or materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the structure's safety.
7. Enforce the CCC's instructions regarding signs, advertisements, fires and smoking.
8. Remove from the Project, upon notice from the CCC, personnel whose work is unsatisfactory to the CCC for reasons of carelessness, incompetence, lack of skill, or otherwise objectionable behavior.

9. Ensure the performance by each trade of all cutting and patching necessary for the installation of that portion of Work for which that trade is responsible. If case sleeves or hangers are not placed in line or are improperly placed, each trade shall be responsible for forming or drilling openings in the Work where required and for any patching or corrective work necessary.
  - i. All cutting shall be done promptly and all repairs shall be made as necessary to leave the entire Work in good condition, including all cutting, fitting and drilling of masonry, concrete, metal, wood, plaster and other materials as specified or required for proper assembly, fabrication, installation and completion of all Work under the Contract, and including any patching as may be necessary.
  - ii. Structural members shall not be cut except by written authority of the CCC. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its Contractor's expense if so directed by the CCC.

#### 4.2 Guarantees and Warranties

- A. Contractor shall guarantee all work installed by him or his Subcontractors to be free from defect in material and workmanship for a period of one year following the date of final acceptance of the work, unless a longer period is stipulated under specific headings, and he shall repair or replace at no additional cost to CCC, any material or equipment developing defects and shall also make good any damage caused by such defects or the correction of defects. Repairs or replacements shall bear additional (12) month guarantee, as originally called for, dated from the final acceptance of the repair or replacement. This requirement shall be binding, even though it will exceed product guarantees normally furnished by some manufacturers.
- B. Contractor shall submit his own and each equipment manufacturer's written certificates, warranting that each item of equipment furnished complies with all requirements of the drawings and specifications. If warranties are required for Work performed by Subcontractors, the Contractor must secure warranties from the Subcontractors in favor of the CCC and deliver them to the CCC.
- C. Delivery of said warranties will not relieve the Contractor of any obligation assumed under any other provision of the Contract.
- D. Note that guarantee shall run from **date of substantial completion of the work**, NOT from date of installation of a device or piece of equipment
- E. Should defects develop in any Work within warranty periods due to faults in materials or workmanship or both, the Contractor must make repairs and do necessary work to correct the defects so that the Work fully complies with the Contract, to the satisfaction of the CCC. The Contractor must perform such repairs and corrective work, including replacing of other work damaged by, or otherwise affected by making said repairs or corrective work that may have been damaged by defective work, at its own expense and without extra cost to the CCC. Repairs or replacements shall bear additional (12) month guarantees, as originally called for, dated from the Final Acceptance of the Work of the repair or replacement. This requirement shall be binding, even though it will exceed product guarantees normally furnished by some manufacturers. The Contractor shall execute such repairs, replacements or corrective work within five (5) days after written notice to the Contractor by the CCC, and the Contractor shall bear all costs in connection therewith. The CCC will give notice of observed defects with reasonable promptness.

- F. The Contractor must deliver all warranties required by the Contract and the Job Order for that portion of the Work that has attained Final Acceptance of the Work in quadruplicate (four copies) to the CCC no later than ten (10) days after Final Acceptance of the Work. Contractor shall submit its own and each equipment manufacturer's written certificates, warranting that each item of equipment furnished complies with all requirements of the Job Order Drawings and Specifications. All warranties must be delivered to the CCC before the CCC issues final payment.
- G. The Contractor shall ensure that all required Manufacturer's Warranties are assignable, and assigned, to the CCC and submit all applicable Manufacturer's Warranties to the JOC Coordinator.
- H. The Contractor shall ensure that all warranty forms have been completed in the CCC's name and registered with the appropriate manufacturers

#### **4.3 Correction of Work.**

All Work found to be defective or not in strict conformity with the Job Order Drawings or Specifications, or defaced or injured through negligence of the Contractor or its Subcontractors, or through the action of fire or weather or any other cause, will be rejected and shall immediately be removed from the Project Site by the Contractor and satisfactory material and Work substituted therefore without delay.

If the Contractor fails to remove such non-conforming Work within a reasonable time, as determined by the CCC and communicated to the Contractor by written notice, the CCC may remove the non-conforming Work and store the materials. If the CCC removes such non-conforming Work and stores the materials, the CCC shall have the right of setoff as detailed in Section 1.28 and all other rights provided by the Contract or by law.

Neither final payment nor any provision in the Contract will relieve the Contractor of responsibility for faulty materials and workmanship and, unless otherwise specified in the Contract, the Contractor must remedy any defects due thereto and pay for any damage to other work resulting therefrom, that appears within a period of one (1) year from date of final payment, unless the defect is a latent defect, in which case the longest period allowed by law will apply. If guarantees are required by the Contract for longer periods, then such longer periods shall apply. The CCC will give notice of observed defects with reasonable promptness.

#### **4.4 Failure to Proceed with Correction of Work.**

If the Contractor fails to execute Work including repair, replacement, correction, and removal of damaged or defective Work, ordered in writing by the CCC, the CCC may, at the expiration of 48 hours, give written notice to the Contractor, and proceed to execute the Work as deemed necessary, and the CCC shall have the right of setoff as detailed in Section 1.28.

#### **4.5 Materials.**

The Contractor must ensure that all material and equipment furnished under the Contract is new, unless otherwise specifically stated, and that the material and equipment is subject to inspection by the CCC at all times during the manufacture, fabrication, and construction to assure the CCC that the terms of the Job Order Drawings and Specifications are complied with in all respects.

The materials specified in the Job Order are the basis of the Contract. However, substitutions may be submitted to the CCC for approval and acceptance by the CCC, subject to compliance with all requirements in this Section and the Contract. The CCC's decision on acceptance or rejection is final. The Contractor must submit a

request for substitution in writing, with all pertinent technical and cost data. The request must include complete data on the proposed substitution that substantiates compliance with the Contract and Job Order, such as product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified. The request for substitution must also include data relating to Job Order Completion Time, design, and artistic effect where applicable.

Requests for substitution when submitted to the CCC are understood to mean that:

1. The proposed substitution has been completely investigated by the Contractor.
2. The substitute carries the same or better guarantee as the specified item.
3. All claims of the Contractor for additional costs related to the substitution that subsequently become apparent are waived.
4. The installation of the approved substitute will be coordinated with all related trades, and, such changes as may be required will be made so that the Work is complete in all respects in accordance with the Contract.

Substitutions will be considered only under any of the following conditions:

1. They are required for compliance with subsequent interpretation of code requirements.
2. The products specified in the Job Order are unavailable through no fault of the Contractor.
3. Subsequent information discloses the inability of the products specified in the Job Order to perform properly or to fit in the designated space.
4. The manufacturer/fabricator refuses to certify or guarantee performance of the product specified in the Job Order.

#### **4.6 Nameplates.**

Manufacturers or Contractors nameplates shall not be permanently attached to ornamental and miscellaneous metal work, furnishings and equipment, doors, frames, millwork and similar factory-fabricated products on which, in the CCC's opinion, the nameplate would be objectionable if visible after installation of the work. This does not apply to UL' labels where required.

#### **4.7 Asbestos Containing Materials**

All materials used on a Project shall be 100% asbestos-free and contain no asbestos fibers of any type in their composition. Any asbestos containing material that is discovered, either during the Project or after the Project's completion, regardless of the length of time since completion, shall be totally removed under EPA Rules & Regulations and replaced with new asbestos-free material at the Contractor's expense, if it was installed by the Contractor or its Subcontractors.

#### **4.8 Testing Laboratory Labels.**

All equipment containing electrical wiring must conform to all applicable laws, including, without limitation, the Electrical Code of the jurisdiction where the equipment is installed. All such items of equipment furnished and installed or assembled by the Contractor under this Contract will be approved and so labeled by a testing laboratory acceptable under such Electrical Code. Any unit comprised of a number of components assembled at the factory and considered custom made will have a label

of a testing laboratory acceptable under the Electrical Code for the entire unit as well as for each component.

All costs in obtaining a testing laboratory label will be paid by the Contractor with no additional charge to the CCC.

Any delays in completion of the Work caused by delays by the manufacturer of equipment in obtaining the required testing laboratory labels and CCC approval will not be grounds for an extension of time beyond the Job Order Completion Time indicated on the Job Order.

#### 4.9 Sustainable Strategies - Construction

City Colleges of Chicago by example is advancing the nation's energy security and environmental performance by complying with the following Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings:

- **Energy Efficiency:** Reduce energy intensity.
- **Greenhouse Gases:** Reduce greenhouse gas emissions through reduction of energy intensity.
- **Renewable Power:** Renewable energy purchases must come from new renewable sources.
- **Building Performance:** Construct or renovate buildings in accordance with sustainability strategies, including resource conservation, reduction, and use; siting; and indoor environmental quality.
- **Water Conservation:** Reduce water consumption intensity.
- **Pollution Prevention:** Reduce use of chemicals and toxic materials and purchase lower risk chemicals and toxic materials.
- **Procurement:** Expand purchases of environmentally sound goods and services, including bio-based products.
- **Electronics Management:** Electronic products purchased must meet Electronic Product Environmental Assessment Tool standards where applicable; enable Energy Star® features on 100 percent of computers and monitors; and reuse, donate, sell, or recycle 100 percent of electronic products using environmentally sound management practices.

We have integrated into our Job Order Contracting program the requirement that all construction projects require the use of sustainable materials, means and methods. To assist this effort, City Colleges of Chicago has developed specific guidance on which products are considered environmentally preferable.

Products that do not contain any of the 17 targeted chemicals, EPA priority chemicals, or ozone-depleting substances; 17 targeted EPA priority chemicals:

##### Benzene

- Carbon tetrachloride
- Chloroform
- Dichloromethane
- Methyl ethyl ketone
- Methyl isobutyl ketone
- Cadmium and cadmium compounds
- Chromium and chromium compounds
- Cyanide compounds
- Lead and lead compounds
- Mercury and mercury compounds
- Nickel and nickel compounds
- Tetrachloroethylene
- Toluene
- 1,1,1-Trichloroethane
- Trichloroethylene

- Xylenes

Products that contain recycled materials from post-consumer sources;  
 Products made of renewable bio-based materials (i.e. designated BioPreferred by USDA);  
 Energy-efficient (i.e., Energy Star qualified products) or water-efficient products (i.e., WasteSense certified); or  
 Products that meet or exceed Ecolabel certification standards set by a reputable third-party organization (e.g., GreenSeal, EcoLogo, and Cradle to Cradle).  
 Examples include retread tires, recycled antifreeze, re-refined oil, recycled content paper, non-hazardous aqueous parts cleaning solutions, and bio-based adhesives.  
 Products that are made or assembled locally (i.e. within 250 miles or in-state)

The City Colleges of Chicago promotes the responsible separation and recycling of construction and demolition (C&D) debris to help contractors and City Colleges of Chicago save on costly disposal fees while protecting the environment. Under the Construction and Demolition Site Waste Recycling Ordinance, contractors must:

1. Keep track of the amount of C & D debris that is generated on project sites.
2. Recycle at least 50% of the recyclable debris that is generated.
3. Submit a [Recycling Compliance Form](#) to the City Colleges of Chicago at the end of each project, along with an [affidavit from the waste hauler or recycler](#).

### **What is C&D Debris?**

C&D debris is non-hazardous, non-contaminated solid waste resulting from construction, remodeling, repair or demolition projects on pavement, buildings and other structures. It may include:

- Bricks, concrete, rock and other masonry materials
- Wood, including non-hazardous painted, treated, and coated wood
- Scrap metal
- Plaster & Gypsum drywall
- Plumbing fixtures and piping
- Non-asbestos insulation
- Roofing shingles and other roof coverings
- Reclaimed asphalt pavement
- Glass and plastics
- Landscape waste

This clause applies to all construction projects that offer opportunities (determined by CCC) for designating energy efficient or environmentally sustainable products or services in the materials selection process. The Contractor will comply with the procedures in this clause regarding the collection of all data necessary to generate the reports required of this clause.

To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product—

- (1) Is not available;
- (2) Is not life cycle cost effective or exceeds 110% of the price of alternative items (if life cycle cost data is unavailable);
- (3) Does not meet performance needs; or,
- (4) Cannot be delivered in time to meet a critical need.

When developing the cost proposal for approval by CCC, the Contractor shall specify energy efficient and environmentally sustainable materials to the extent possible within the constraints of the general design specifications. Compliance with the Guiding

Principles for Federal Leadership in High Performance and Sustainable Buildings (Guiding Principles) shall be measured under the LEED rating system most suited to the project type.

In complying with the requirements of the paragraph (d) of this clause, the Contractor shall coordinate its activities with and submit required reports through the CCC Project Manager. Reporting under this clause is required on all contract opportunities for energy efficient and environmentally sustainable products or services.

The Contractor will advise the Company if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph (d) of this clause apply.

- i) Reports shall be submitted before submittal of the final invoice;
- j) Failure to comply with these reporting requirements may be considered a breach of contract with consequences up to, and including termination.

## **ARTICLE 5. – TESTING AND INSPECTION**

### **5.1 General Inspection.**

- A. The CCC will at all times have access to the Project Site. Accordingly, the Contractor shall provide proper facilities for safe access to allow proper inspection of the Work.
- B. If the Job Order, Specifications, or any public authority require certain Work to be tested or approved, the Contractor must give the CCC timely notice of its readiness for inspection and notify the CCC of the inspection date.
- C. If any Work is covered up without the CCC's approval or consent, the Contractor will, if the CCC requires, uncover the work for examination at no expense to the CCC.
- D. The Contractor must uncover for re-examination questioned Work as ordered by the CCC. If this uncovered Work is found to be in accordance with the Contract and the Job Order, the CCC will pay the cost of re-examination and replacement. If this Work is not in accordance with the Contract and the Job Order, then the Contractor must pay all costs involved.
- E. For Work requiring inspection or approval before continuing with subsequent Work, the Contractor must notify the proper authorities and agencies that have jurisdiction over the Project Site and secure the necessary inspections and approvals.
- F. The Contractor must maintain a written record of deficiencies observed as the Work progresses, and during periodic inspections. The Contractor must make this written record available for the CCC's inspection. The Contractor must correct deficiencies before any particular trade leaves the Project.
- G. The CCC has full power to reject any and all material or equipment that fails to meet the requirements of the Job Order Drawings and Specifications. The Contractor must promptly remove all such material or equipment from the Work under the Project, without additional cost to the CCC. In addition, the Contractor must remove and replace all material or equipment that proves defective during the life of the Project, before or after completion, but in no circumstance later than one (1) year from the date of Final Acceptance of the Work or portion of the Work, unless a longer warranty period is specified by the CCC; notwithstanding that it may have passed the specified inspection and tests.

## **ARTICLE 6. - CONTRACTOR'S QUALITY PROGRAM REQUIREMENTS**

### **6.1 General.**

The Contractor must establish, implement, and maintain an effective quality program to manage, control, and document the Work and to assure that the Work conforms to the requirements of the Contract and Job Order.

## **ARTICLE 7. - PERSONNEL**

### **7.1 General.**

The Contractor must, immediately upon receiving a fully executed copy of the Contract, assign and maintain during the term of the Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified, and assigned to perform the Work. The Contractor must include among its staff such Key Personnel and positions as identified below in the Part B, Article V, Personnel Special Conditions.

### **7.2 Unacceptable Personnel.**

If, in the CCC's opinion, the performance of Contractor personnel is at an unacceptable level, upon request by the CCC such personnel will no longer be assigned to this Project in addition to all other rights and remedies available under the Contract, and if the Contractor is required to remove any Key Personnel, the Contractor must furnish to the CCC the name of the substitute Key Personnel.

## **ARTICLE 8. - TIME**

### **8.1 Schedule.**

**TIME IS OF THE ESSENCE OF THIS CONTRACT.** The Contractor agrees to begin the Work in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to achieve Substantial Completion of the Work within the Job Order Completion Time and achieve Final Acceptance of the Work within thirty (30) days thereafter.

#### **A. Schedules.**

The Schedule must be in a format and at a level of detail that is acceptable to the CCC. The Schedule must be submitted in electronic form utilizing software approved by the CCC. The Schedule must include, at a minimum, the following items:

- 1) Duration of all major activities included in Project;
- 2) Identification of all precedent relationships between the Contractor's activities, as well as those of Subcontractors, utilities, and the CCC;
- 3) Diagrams, as requested by the CCC, indicating the proposed sequencing of the Project;
- 4) Estimated crew sizes, equipment, production rates, and similar data used to arrive at adequate durations and sequences;
- 5) Activity descriptions and durations for preparation and processing of shop drawings; obtaining product data and samples; and fabrication, delivery and installation/erection of products, materials and equipment; and
- 6) Budget cost allocation per activity totaling to the Job Order Price.

#### **B. Acceptance of Schedule by CCC.**



Upon issuance of the Purchase Order, the Contractor shall within ten (10) days submit a Schedule showing actual dates for scheduled activities. The Notice to Proceed will not be issued until such Schedule is received and accepted by the CCC. The Contractor's Schedule must be acceptable to the CCC. No Work may be done at the Project Site until the Schedule is accepted by the CCC which will accept or reject the submitted Schedule within two (2) days.

By accepting the Schedule, the CCC is not assuming any of the Contractor's responsibility for the timely and orderly completion of the Project and the coordination of the performance of the Contractor's Work with that of other contractors. The Contractor's Schedule must be for the overall Project.

**C. Schedule Updates and Revisions.**

If the Contractor requests a revision to the Schedule, the Contractor must submit the requested revision to the CCC. If, and only if, the CCC accepts the proposed revision, will the revised schedule become the Schedule. Any revisions made in the Schedule, necessitated by any error or inconsistency in the Schedule or by reason of the requirements of the orderly performance of the Work, shall be made and the Work performed by the Contractor without additional compensation or extension of the Job Order Completion Time.

**D. Failure to Perform the Work in Accordance with the Schedule**

If the Contractor is behind in the Work, based on the Schedule, the CCC may direct the Contractor to promptly submit a plan to bring the Work back into compliance with the Schedule. The plan must include both a narrative and a proposed recovery schedule. The Contractor must take such action as necessary to bring the general progress of the Work into compliance with the Schedule. The Contractor shall bear the entire cost of such action. The Contractor will also be liable for any increased costs or damages incurred by the CCC related to such action. The CCC shall have the right of setoff at specified in Section 1.28 in addition to all other rights and remedies available under the Contract.

**8.2 Delay and Damages Related to Delay.**

**A. Extension of Time for Excusable Delay.**

When applicable, the Contractor must have fully and completely performed as per the terms and conditions of this contract within the calendar days specified in the Job Order Completion Time from the agreed upon construction date with the installation, plus any extensions of time to which the Contractor is entitled.

1. CCC shall determine whether the request is justified under the foregoing paragraph and shall give written notice of the extension granted. Compliance by the Contractor with the requirement set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor shall not be entitled to an extension of time.
2. CCC will determine the number of days, if any, that the Contractor has been delayed.
3. It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from CCC or be reimbursed for any loss of expense on account of any delay or delays resulting from delay caused by CCC and extensions of time shall be the Contractor's only remedy.

**Excusable Delay**

An Excusable Delay is a Delay arising from area-wide labor disputes, acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, extraordinarily severe weather (as provided in Section 8.2 (D)), unforeseen conditions encountered at the project site which differ materially from those indicated in the contract documents or other cause beyond the control of the Contractor, but only if all of the following four elements are present:

- a) The Delay was not reasonably expected to occur in connection with or during the performance of the Project;
  - b) The Delay was in no way directly or indirectly caused by an act or omission of the Contractor, a Subcontractor or supplier of any tier, or any of their agents;
  - c) The Delay must in fact have caused and necessarily delayed the Work; and
  - d) The Delay could not have been adequately guarded against by contractual or legal means
2. An extension of Job Order Completion Time will be granted for an Excusable Delay only if the Contractor has given notice as required in Section 8.2 (B).
  3. An extension of Job Order Completion Time will not be granted for a Delay caused by a shortage of materials, except CCC-furnished materials, unless the Contractor furnishes to the CCC documented proof of such shortage that materials from every known source within reasonable reach of the Work, and that the Contractor has attempted to substitute materials. The Contractor must also submit proof, in the requested form, that the inability to obtain such materials as originally planned did in fact cause a Delay which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material, and not the cost to the Contractor, will be considered under these provisions as a cause for extension of Job Order Completion Time.
  4. If the Contractor is delayed as to a portion of the Work, it must nevertheless proceed continuously and diligently with the prosecution of the remainder of the Work.

**B. Notice of Delay.**

A request for extension of Job Order Completion Time due to an Excusable Delay must be made in writing and submitted to the CCC within seven (7) days after the Delay commences. Within fourteen (14) days after such Delay, the Contractor must furnish detailed information concerning the circumstances of the Delay, the number of days actually delayed, and the measures taken to prevent or minimize the Delay. Failure to submit such information will be sufficient cause for denying the request for an extension of Job Order Completion Time. No Job Order Completion Time extension will be granted for the period between the time when notice was required and the time when notice was given. Requests for an extension of Job Order Completion Time must specify the cause of the Delay, an approximation of the length of the Delay, and such other proofs as are reasonably related to the cause of the Delay, and any reasonable proofs requested by the CCC. The CCC will examine the request and all documents supplied by the Contractor and will determine if the Contractor is entitled to an Job Order Completion Time extension. The CCC will determine the number of days, if any, that the Contractor has been delayed and will notify the Contractor of the decision in writing and that decision will be final and binding, subject only to the disputes provision in Article 16.

**C. CCC Delay**

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the CCC or be reimbursed for any loss of expense on account of any Delay caused by the CCC. The Contractor's only remedy shall be an extension of Job Order Completion Time.

**D. Weather Delays.**

The Contractor must provide time in the Schedule for all foreseeable delays due to seasonal weather conditions and include the delays in the planning and scheduling of all Work. Seasonal weather conditions will be determined by an assessment of average historical climatic conditions based on the preceding five-year records published for the locality by the National Ocean and Atmospheric Administration (NOAA) and entitled "Local Climatological Data." In the event of severe weather significantly in excess of the seasonal average, the Contractor may be entitled to a Job Order Completion Time extension. If the Contractor submits a request for an extension to the Job Order Completion Time due to adverse weather conditions, the request must clearly demonstrate that the adverse weather caused a Delay and that the weather was significantly more extreme than the five-year average. Any requests for additional Job Order Completion Time due to weather are subject to the notice requirements in this Section.

**ARTICLE 9. - PAYMENTS**

**9.1 General.**

Neither the acceptance by the CCC, or any representative of the CCC, nor any payment for, or acceptance of, the whole or any part of the Work, nor any extension of time, nor any possession taken by the CCC, will operate as a waiver by the CCC of any portion of the Contract, or of any power herein reserved, or any right of the CCC to damages or other relief herein provided.

**9.2 Progress Payments and Final Payment.**

The Contractor will not be entitled to demand or receive payment for a Job Order until all of the stipulations, provisions and conditions set forth in the Contract and in the Job Order have been complied with, and the Work has been accepted by the CCC, whereupon the CCC will, as soon as possible but no later than 60 calendar days after such completion and acceptance, pay in part or the whole, the amount due the Contractor under the Contract.

Partial payments will be subject to 10% retention of the monies due. Upon 95% completion of the Job Order, CCC at its option, may reduce this retention to 5% until such time as the Project is fully completed.

All payment requests shall include certified, detailed payroll reports including, but not limited to names, classifications, pay scales and hours worked related to each Project. All certified payroll shall be submitted on an Illinois form, or through LCP Tracker, unless otherwise approved by CCC.

All payment requests are to be on Contractor's standard invoice form. Each invoice shall be accompanied by a Contractor's Sworn Statement (AIA document G702,G703), certified payrolls from all contractors and subcontractors of any tier working on the Job Order, M/WBE Payment Status Report and the following backup material:

**First Partial Payment:**

1. Partial Waiver of Lien from Contractor for total amount of the payment request (Cole 365P 4/80).

**Second & Succeeding Partial Payments:**

1. Partial Waiver of Lien from Contractor for total amount of this payment request (Cole 365P 4/80).
2. Partial Waiver of Lien from each Subcontractor for the total amount of the previous payment (Cole No. 3363 4/80)

**Final or Lump Sum Payment:**

1. Final Waiver of Lien from Contractor for total amount of the Project (Cole 3HP 4/80).
2. Final Waiver of Lien from each Subcontractor for the total amount of their work (Cole No. 363P 4/80).
3. All Waiver of Liens are to be in the full amount of monies requested with no deduction for retention.

Final Acceptance of the Work by the CCC shall not occur until written notification of such acceptance is provided to the Contractor by the CCC. Tests or use of the completed work by the CCC shall not constitute final acceptance. Final Acceptance of the Work by the CCC shall not be withheld or delayed unreasonably.

Notwithstanding any other provision of this Contract, final payment to the Contractor shall not be made until Final Acceptance of the Work by the JOC Coordinator, and the Contractor has provided the required full waivers of lien by all Subcontractors, persons or corporations evidencing waiver of such lien rights, and all Record Drawings, Operation and Maintenance Manuals and other materials as specified in Part B- Job Order Contracting Special Conditions are provided to the CCC.

**9.3 No Payment for Stored Material.**

Unless specifically authorized in the Contract, the CCC will not pay for stored materials.

**9.4 Withholding Payments.**

The CCC may withhold payment from the Contractor, in whole or in part, as appropriate, if:

- A. the Work is defective;
- B. the CCC determines that the Contractor has fallen behind the Schedule;
- C. the Contractor has failed to pay any Subcontractors promptly;
- D. the Contractor has made false or inaccurate certifications;
- E. the Contractor is in material breach of the Contract; or
- F. any other basis authorized under the Contract or applicable law.

The CCC will not be liable for interest on amounts withheld pursuant to this Section.

**9.5 Prompt Payment to Subcontractors.**

- A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) days after the Contractor has received payment from the CCC.
- B. In addition, all retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) days after the Subcontractor has, in the opinion of the CCC, satisfactorily completed its portion of the Work, including Punch List Work, whether or not the CCC has paid the Contractor for that portion of the Work. All of the Contractor's subcontracts must state that the Subcontractor will receive payment of retainage within fourteen (14) days of the date that the Subcontractor has, in the opinion of the CCC, satisfactorily completed its portion of the Work.

- C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the District Director of Procurement and Business Services.
- D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E. The CCC will not pay the Contractor for Work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the Work they performed under all previous payment requests, as evidenced by the filing with the CCC of Waivers of Lien, canceled checks (if requested), and the Contractor's Sworn Statement.
- F. Failure to comply with these prompt payment requirements is a material breach of the Contract which may lead to any remedies permitted under this Contract and applicable law, including but not limited to termination of the Contract. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

#### **9.6 Payment for Changed Work.**

If during the course of the performance of the Work, the CCC decides to change the Detailed Scope of Work, the Contractor will be requested to submit a Price Proposal according to the procedures in Part B- Job Order Contracting Special Conditions Article III for the changes and upon agreement, the CCC will issue a new Purchase Order.

#### **9.7 Prevailing Wages**

- A. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
- B. As a condition of making payment to the Contractor, CCC will request the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois law.

### **ARTICLE 10. - CHANGES IN THE WORK**

#### **10.1 Contractor's Notice to CCC of Claims.**

- A. The Contractor shall provide immediate oral notification to the CCC upon discovering any conditions or circumstances that may require an adjustment to the Job Order Price and/or Job Order Completion Time (a "Claim"). Upon notification of a Claim, the CCC will attempt to resolve the Claim as promptly as possible. The Contractor shall deliver written notice of such Claim to the CCC within fourteen (14) days of oral notice. The written notice shall include the following information:

- 1) Documents to substantiate costs for Changed Work;
  - 2) Documents to support any delays that are relevant to the Claim;
  - 3) Accounting records and statements and any other applicable documentation to support the claimed costs;
  - 4) Data and information used to assemble the Job Order Proposal Package, if the Job Order Proposal Package preparation is relevant to the disputed issue.
  - 5) The Claim shall include a sworn certification signed by the Contractor. The Contractor must certify that it has fully reviewed the Claim and has determined that the supporting data is current, accurate, and complete and, to the best of the Contractor's knowledge and belief, reflects the amount for which the Contractor believes the CCC to be responsible under the terms of the Contract. In addition, the certification must include a statement that the signatory is authorized to certify the Claim on behalf of the Contractor and must be signed by the Contractor's president, vice-president, or other officer who is authorized to bind the Contractor.
- B. The CCC will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the CCC determines that additional documentation is required to evaluate the Claim, the CCC will advise the Contractor of claimed costs for which insufficient documentation has been provided to support the claimed costs, and will state the time for providing additional documentation. If the CCC requires additional time to evaluate the Claim, the CCC will advise the Contractor in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The CCC's determination of the Claim will be sent to the Contractor in writing.
- C. If the Contractor accepts the CCC's determination of the Claim, then the Claim will be handled through the issuance of an additional Job Order, whose price will be determined in accordance with Part B - Job Order Contracting Special Conditions, Article III. If the Contractor does not accept the CCC's decision with respect to the Claim, then the Contractor may submit a dispute to the District Director of Procurement and Business Services in accordance with Article 16, within thirty (30) days after receipt of the CCC's response to the Claim unless the District Director of Procurement and Business Services extends the time, in writing. By failing to meet the time limits specified in this Section 10.1 1-A, the Contractor waives the right to seek relief for the Claim. The Contractor's compliance with this process is a condition precedent to filing suit.
- D. The Contractor further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this Section shall not be subject to or diminished by any claim on the part of the Contractor that the CCC or any person acting on behalf of the CCC directed the Contractor to make changes in a Project or had actual or constructive knowledge of any changes in a Project. The Contractor further acknowledges that the time requirements and notice requirements of this Section have the purpose, among others, of allowing the CCC and District Director of Procurement and Business Services, to evaluate claims related to changes in a Project, contemporaneously with a Project that is the subject of the Claim and to be able to make decisions that may mitigate the cost of such changes.

## **10.2 Suspension of Work.**

In addition to the right of the CCC to suspend the Work under any other provision of the Contract or applicable law, the CCC may require the Contractor to suspend all or a part of the Work called for by this Contract at any time for up to ninety (90) days after a written suspension order is delivered to the Contractor, and for any further period to which the parties may agree. The suspension order will include the following: 1) a clear description of the Work to be suspended; 2) guidance as to the action to be taken on subcontracts; and 3) other requests for minimizing costs. Upon receipt of a suspension order, the Contractor shall comply with its terms immediately and take all reasonable steps to minimize cost allocable to the Work covered by the suspension order during the period of work stoppage. Within the period specified by the suspension order, or within any extension of that period to which the parties may agree, the CCC may: 1) terminate the Work covered by the suspension order as set forth in this section; 2) cancel the suspension order; or 3) allow the period of the suspension order to expire.

The Contractor shall resume Work upon cancellation or expiration of a suspension order. If appropriate, an adjustment will be made in the Detailed Scope of the Work, Job Order Price (to the extent allowed hereinafter), or Job Order Completion Time and an additional Job Order will be issued. An additional Job Order will be issued if:

1. The suspension order results in an increase in the Job Order Completion Time, and
2. The Contractor requests an adjustment within thirty (30) days after the end of the period of Work stoppage in accordance with this Section, and
3. The suspension order was not caused by the Contractor's default or other act or omission within control or responsibility of the Contractor.

The Contractor shall not be entitled to any damages or compensation, or be reimbursed for any loss on account of, any delay resulting from the suspension order under this Section, except that the Contractor may be entitled to compensation solely and exclusively for: 1) extra premiums paid by the Contractor on the Contractor's bond and insurance; and 2) wages and salaries of employees and other expenses of the Contractor that, in the opinion of the District Director of Procurement and Business Services and the CCC, are necessary for and attributable exclusively to the proper storage and protection of materials and equipment prepared or in the process of being prepared by the Contractor solely for use on the Project during or on account of a delay.

In preparation for and during suspensions of the Work, the Contractor shall take every reasonable precaution to prevent damage to or deterioration of the Work. The Contractor shall repair or replace, at no cost to the CCC, Work that has been damaged or that has deteriorated during a work suspension due to the Contractor's failure to comply with this duty. If the CCC determines that the Contractor is not taking reasonable precautions and the Contractor fails to take the corrective action required within five (5) days after written notice from the CCC, the CCC may cause such action to be taken and recover the cost thereof from the Contractor as specified in Section 1.28 or applicable law.

## **ARTICLE 11. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

### **11.1 Shop Drawings.**

The term "shop drawings" as used herein includes fabrication, erection, layout and setting drawings; manufacturers' standard drawings; schedules and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems; and methods of construction as may be required to show that the materials, equipment or systems and the position thereof conforms to the Contract requirements. As used herein, the term "manufactured"

applies to standard units usually mass produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.

Shop Drawings shall establish the actual detail of all manufactured or fabricated items; indicate proper relation to adjoining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.

## **11.2 Samples.**

The term "samples" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications, and any other samples as may be required by CCC or Architect to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the Contract Documents.

Samples approved by the CCC or Architect shall establish the kind, quality and other required characteristics of the various parts of the Work, and all Work shall be in accordance with the approved Samples.

## **11.3 Contractor's Responsibilities and Submittal Procedures.**

The Contractor shall submit all required Shop Drawings and/or Samples in accordance with this Section and with such promptness as to cause no delay in the Work or in that of any other contractor or Subcontractor. No extensions of Job Order Completion Time will be granted to the Contractor because of failure to have Shop Drawings and/or Samples submitted in ample time to allow for checking and approval.

The Contractor is required to keep an updated submittal log and provide a copy to the JOC Coordinator when requested.

All Shop Drawings and/or Samples shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the CCC or Architect for approval and shall bear the Contractor's stamp of approval certifying that they have been checked. Any Shop Drawings and/or Samples submitted without this stamp of approval and certification, and Shop Drawings and/or Samples which, in the CCC or Architect's opinion are incomplete, contain numerous errors or have not been checked or only checked superficially, will be returned unchecked by the CCC or Architect for resubmission by the Contractor.

### **Shop Drawing Submittal Process**

All Shop Drawings must be complete in every detail, properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the specification paragraph number and drawing number for identification of each item, and stating qualifications, departures or deviations from the Contract Documents, if any. Shop Drawings for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each Shop Drawing shall have a clear space for the approval stamps of the Contractor and the CCC or Architect.

Submit electronic copy in PDF format of all Shop Drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final approval is obtained. Submit six copies of manufacturers' descriptive data for materials, equipment and fixtures, including catalog sheets, showing dimensions; performance characteristics and capacities; wiring diagrams and controls; schedules; and other pertinent information as required.

In checking Shop Drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the Shop Drawings of any section or trade



with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the Work. The CCC will review and approve Shop Drawings for design intent, however, approval of such drawings shall not be construed as a complete check, nor shall it relieve the Contractor from responsibility for any departures or deviations from the requirements of the Contract Documents unless he has, in writing, called the CCC or Architect's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in Shop Drawings, nor from responsibility for proper fitting of the Work, nor from the necessity of furnishing any Work required by the Contract Documents which may not be indicated on Shop Drawings when approved. The Contractor shall be solely responsible for any quantities which may be shown on the Shop Drawings.

A full scale hard copy of all Shop Drawings should be immediately available at the project site for the duration of the Work.

#### Sample Submittal Process

All Samples shall be in duplicate and shall be marked, tagged, or otherwise properly identified with the name of the Contractor, the name of the Project, the purpose for which the Samples are submitted, and the date, shall be accompanied by a letter of transmittal containing similar information together with the Specification paragraph number and drawing number for identification of each item. Each tag or sticker shall have clear space for the approval stamps of the Contractor and CCC or Architect.

Samples of materials which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions shall, if not submitted in the standard containers, be supplied with such labels and application instructions.

The CCC or Architect will review and approve Samples for aesthetics and general design, however, approval of such Samples shall not relieve the Contractor from responsibility for any departures or deviations from the requirements of the Contract Documents unless he has, in writing, called the CCC or Architect's attention to such departures or deviations at the time of submission.

All Samples should be immediately available at the project site for the duration of the Work.

#### **11.4 CCC/ Architect's Approval Process.**

The CCC will pass upon the Shop Drawings and/or Samples with reasonable promptness and will return them to the Contractor with the CCC's stamp and signature applied thereto, indicating the appropriate action as described below.

A. The CCC or Architect will return Submittal stamped as follows:

1. "No Exceptions" means no changes are necessary on the reviewed Submittal. The Contractor may proceed with the Work for that Submittal. Re-submittal is not required.
2. "Exceptions as Noted" indicates that the Submittal is accepted subject to the corrections and/or comments noted. The Contractor may proceed with the Work for that Submittal if the Contractor incorporates the Architect's comments, and/or corrections. Re-submittal is not required.
3. "Revise and Resubmit" means that the Submittal does not meet all the requirements necessary to proceed with the Work associated with the Submittal. The Contractor must resubmit in accordance with the reviewer's comments and/or corrections. Submittal marked in this manner must not be released for fabrication, delivery, or construction.

4. "Rejected" means the submittal does not meet the requirements set out in the Contract Documents. The Contractor must resubmit in accordance with the Contract Documents and any corrections and/or comments made regarding the Submittal by the reviewer. Submittals marked in this manner shall not be released for fabrication, delivery, or construction.
5. "Retain for Records" means the submittals are being retained for informational purposes only or were submitted to comply with an administrative requirement of the contract.

**B. Submission and Review of Samples:**

If a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials must be furnished by the Contractor to indicate the full range of such characteristics which will be present in the finished products. Any products delivered or erected without submittal and review of full range Samples will be subject to rejection. Each tag or sticker will have clear space for the stamps of the Contractor and CCC/Architect. Notice of the result of the review will be provided to the Contractor with one of the stamps indicated in Paragraph 3 above. Rejected samples will be returned. Accepted samples will be retained by the Commission and become the property of the Commission. Where color samples are required to be submitted, color samples must be submitted on the actual material which will finally be installed in the Work.

## **11.5 Completion of Project.**

Upon completion of the Project, the Contractor shall furnish to the CCC electronic copies in PDF format of complete Shop Drawings for all trades, as finally approved, bearing the CCC's stamp and signature and indexed and assembled by trade. See Part B- Job Order Contracting Special Conditions Article III D for additional requirements.

## **ARTICLE 12. - AS-BUILT DOCUMENTS AND PROJECT ACCOUNT RECORDS**

### **12.1 As-Built Drawings.**

A. As the Work progresses, the Contractor and Subcontractor for each trade or division of Work, under the direction of the Contractor, must keep a complete and accurate record of the following:

1. Changes and deviations between the Work as shown on the Job Order Drawings and the Shop Drawings indicating the Work as actually installed;
2. The specific locations of piping, valves, ductwork, equipment, and other such Work that were not located, or that changed location from that shown on Job Order Drawings; and
3. Equipment schedules indicating manufacturers' names and model numbers installed.

B. Changes, deviations, and other information must be neatly and correctly recorded on a full-sized set of the Job Order Drawings. This recorded set of Job Order Drawings must be kept at the Project Site, for inspection by the JOC Coordinator.

C. At the completion of the Work, the Contractor shall review the "As-Built" Drawings make the necessary corrections and certify that the "As-Built" drawings and specifications are complete and accurate. The Contractor must submit the Record Documents as specified in Part B- Job Order Contracting Special Conditions Article III D.

## **12.2 Project Account Records.**

- A. The Contractor must keep books, documents, papers, records and accounts related to the Contract open for inspection by the CCC or any of their duly authorized representatives. The Contractor agrees to permit the authorized representatives to reproduce by any means whatsoever excerpts and transcriptions as reasonably needed.
- B. The Contractor must furnish the CCC with certified copies of payrolls in such number as may be required, promptly following the preparation of said payrolls.
- C. The Contractor must maintain an accurate record showing the names and occupation of all laborers, employees and mechanics employed in connection with the Work, and showing also the actual hourly wages paid to each worker.
- D. The Contractor must, if requested, furnish to the CCC a written statement, verified by affidavit, giving the names and addresses of all persons, firms, and corporations who have, up to the date thereof, furnished labor or material in or about the performance of the Contract, and the amounts due or to become due to said parties.
- E. The Contractor must, if requested, furnish the CCC with information requested relating to the progress and execution of the Work and the character of the materials including all information necessary to determine the cost of the Work, such as the number of employees, their pay, the distribution of labor into Work items, equipment time distribution, delivery tickets, invoices, and any other information that the CCC may require.

## **12.3 Audit, Inspection, and Retention of Records.**

The Contractor agrees to cooperate with the authorized representatives of the CCC, the City of Chicago and the State of Illinois, who may inspect and audit all data and records of the Contractor relating to the Contract and its Subcontracts under this Contract, from date of this Contract through and until the expiration of five (5) years after completion of last Project. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain the same until all such litigation, appeals, claims or exceptions related thereto have been disposed of.

The Contractor must maintain all Project Account Records as described in Section 12.3 , and any other books, records, documents, and other evidence, and adopt accounting procedures and practices sufficient to properly reflect all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with this Contract for five (5) years after the final payment made in connection with the final Project. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

No provision in this Contract granting the CCC a right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents that the CCC would have had in the absence of such provisions.

## **ARTICLE 13. - SUBSTANTIAL COMPLETION AND CLOSEOUT PROCEDURES**

### **13.1 Substantial Completion of the Work on a Project.**

- A. The Contractor must notify the CCC, in writing, that the Work or a portion of the Work will be ready for inspection on a definite date for the CCC to determine whether the Work has reached substantial completion. The Contractor must give notice at least seven (7) days in advance of that date. If the CCC concurs that the Work is expected to be ready for inspection or testing or both on the date stated, the CCC will arrange for such inspection within a reasonable period of time. The scheduling of the inspection will not relieve the Contractor

of its responsibilities under the Contract to complete the Work. The Contractor must furnish access to all parts of the Work for the inspection.

- B. Within a reasonable period of time after the inspection, the CCC will inform the Contractor either (a) that the Contractor has reach Substantial Completion of the Work for all or portion of the Work by issuing a Substantial Completion Certificate with an attached list of remaining Work referred to as Punch List or (b) that the Contractor has not reached Substantial Completion of the Work and the items that are not substantially complete.

### **13.2 Completion of Punch List.**

- A. The Contractor must begin Punch List Work immediately after receipt of the Punch List, must prosecute the Punch List Work continuously, and must complete all Punch List Work within thirty (30) days after the CCC sends the Substantial Completion Certificate to the Contractor. The CCC may, but is not obligated, to complete Punch List Work not performed by the Contractor within the thirty (30) days, and the CCC will deduct the cost of such work from the Job Order Price, as setoff those amount pursuant to Section 1.28 or otherwise be entitled to recover such amounts under applicable law.
- B. The issuance of the Punch List in no way relieves the Contractor from guarantee/warranty work or from incomplete or deficient Work that may be found after the issuance of the Punch List
- C. If the Contractor interprets the Punch List Work as Changed Work, then the Contractor must submit a Claim in accordance with and otherwise comply with all the requirements of Article 10 no later than seven (7) days after the issuance of the Punch List.
- D. The CCC will schedule an inspection to take place thirty (30) days after issuance of the Substantial Completion Certificate. The inspection will be used to determine whether all Punch List items have been completed.

### **13.3 Final Acceptance of the Work on a Project.**

Final Acceptance of the Work or any particular discrete portion of the Work deemed complete, will occur after successful completion of all testing and Punch List Work, and the receipt by the CCC of all deliverables under the Contract and the Job Order, and the CCC's determination that the Work conforms in all respects to all the Contract and Job Order requirements. The CCC will inform the Contractor of such acceptance of the Work by issuing a Final Acceptance Certificate to the Contractor stating that the Work has been completed in accordance with the Contract and Job Order requirements and is accepted under the terms and conditions thereof. After the CCC has formally accepted the Work, the CCC will relieve the Contractor of the duty of maintaining and protecting the accepted Work and of the requirement to perform any further Work thereon. Such Final Acceptance of the Work does not relieve the Contractor from responsibility for errors, improper fabrication, non-conformance to a Contract or Job Order requirements, latent defects or other deficiencies in the Work unknown to the CCC as of Final Acceptance of the Work.

## **ARTICLE 14. - PROTECTION OF PERSONS AND PROPERTY**

### **14.1 Protection of the Project Site and all Adjacent Property.**

The Contractor must properly protect the CCC's Project Site and all adjacent property and must take all necessary precautions for the safety of all persons on or near the Project Site.

The Contractor must promptly remedy all damage or loss to the original condition of the Project Site at no additional cost to the CCC.

The Contractor must not commence any excavation work without the prior approval of the CCC. In making any excavation, the Contractor must exercise reasonable care and take such precautions as are necessary to sustain adjoining land as such, without regard to any building or other structure which may be thereon. The Contractor will be liable for any damage to the land and building occasioned by the Contractor's failure to exercise reasonable care or take the necessary precaution to sustain the adjoining land and buildings.

Unless otherwise indicated in the Contract or Job Order, the Contractor will be responsible, in the event excavation in excess of eight feet is required, for the protection of adjoining land and all buildings or other structures thereon by furnishing lateral and subjacent support to said adjoining land and all buildings and structures thereon in such a manner so as to protect the same from any damage by reason of the excavation. The Contractor will be liable for all damage to the land and all buildings or other structures thereon.

The foregoing reference to excavation in excess of eight feet means a depth of eight feet below the established grade of a street, highway, or other public way upon which such land abuts, or if there is not established grade, below the surface of adjoining land.

The Contractor must furnish all temporary work required to keep in operation all requisite lights, guards, temporary heat to prevent freezing, temporary scaffold, sidewalks, fences, and other safeguards for the protection of the Work and safety of the premises and the public.

The Contractor must keep a daily log of all existing structures and property adjacent to any excavation (in excess of a depth of eight feet) to monitor elevations and any settlements to existing structures and property. The format for the log, structures, and properties monitored, and procedures to obtain the information, will be approved in advance by the CCC. The Contractor must immediately notify CCC when any changes in the elevation or settlement are detected for any structure or property.

#### **14.2 Protection of Work and Persons.**

The Contractor must maintain adequate protection of all Work under construction, and protect all persons affected by the Work. In particular, the Contractor must protect all Work and materials and equipment to be incorporated into the Work, whether in storage, on or off the Project Site, that is under the care, custody, or control of the Contractor.

The Contractor must take all precautions to render all portions of the Work secure in every respect, and to decrease the possibility of, or liability for, accidents from any cause, and to avoid contingencies that are liable to delay the completion of the Work. The Contractor must furnish and install, subject to the CCC's approval, all necessary facilities to provide safe means of access to all points where the Work is being performed, and make all necessary provisions to ensure the safety of workers, CCC personnel, and inspectors during the performance of the Work.

#### **14.3 Health and Safety.**

The Contractor must take all necessary precautions for safety of the employees on the Project Site and must take all actions to prevent accidents or injury to persons on, about, or adjacent to Project Site. The Contractor must keep on the Project Site completely equipped first aid kits readily accessible at all times. The Contractor must designate responsible employees, in such numbers as are necessary, whose duties will be prevention of accidents and to be in charge of first aid and must cause such person to receive proper instructions therein. The Contractor must report the name(s), position(s), and qualifications of person(s) so designated to the CCC.

The Contractor has sole and complete responsibility for safety on the Project Site. Although the CCC may observe construction and give the Contractor opinions and suggestions about safety defects and deficiencies, the CCC will not be responsible for any unsafe working conditions. The CCC's suggestions on safety, if any, will in no way relieve the Contractor of its responsibility for safety on the Project. In case of accident, the Contractor must immediately furnish the CCC with full data relative to the accident.

The Contractor must comply with all applicable federal, state and local health and safety and building laws and codes. Such laws, codes, acts and rules and the applicable parts thereof are considered part of this Contract.

#### **14.4 Environmental Matters.**

##### **A. Compliance with Environmental Laws.**

The term "Environmental Laws" is hereby deemed to mean all federal, state and local statutes, ordinances, regulations and rules, as now existing, relating to environmental quality, health, safety, contamination and cleanup, including, without limitation, the Clean Air Act, 42 U.S.C. §7400 *et seq.*, the Clean Water Act, 33 U.S.C. §1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 *et seq.*; the Marine Protection, Research and Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the National Environmental Policy Act, 42 U.S.C. §4321 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §10101 *et seq.*, and all similar or like statutes and/or ordinances in effect in the State of Illinois and/or in the City of Chicago or in any other municipality in which the project is located. Contractor must comply with all Environmental Laws and with any amendments to Environmental Laws in connection with its performance of the Work.

##### **D. Permits and Approvals.**

Contractor must obtain and pay for all permits, manifests, easements, licenses, inspections and any other approvals or authorizations required by Environmental Laws in order to perform or complete the Work. Contractor must provide copies of all such documents to the CCC. Contractor must give all notices required by Environmental Laws to perform the Work. Non-compliance with this requirement shall entitle the CCC to terminate this Contract and, exercise all other rights pursuant to this Contract or applicable law.

##### **E. Fines and Penalties.**

Contractor will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work in compliance with Environmental Laws.

##### **F. Disposal of Materials, Construction Debris, Soil and Waste.**

During the process of Work, the premises shall be kept reasonably free of all debris and waste materials resulting from the Work under this Contract. All such debris and rubbish shall be removed from the Project Site and legally disposed.

Upon loading Debris into any vehicle for removal from the Project Site, such Debris will be deemed the property and responsibility of Contractor.

Contractor will be responsible for the transport of Debris from the Project Site, and the selection of the transport route (subject to any applicable traffic management plan of a public authority), to a disposal facility selected by Contractor; provided, however, that for any Hazardous Material removed by Contractor, the disposal facility selected by Contractor must be (i) legally permitted to accept the type of waste and materials contained in the Debris; (ii) fully licensed to receive the Debris and otherwise in good standing under applicable law; (iii) not a party to, or the subject of, any litigation pertaining to the operation or safety of the disposal site; (iv) not identified on the CERCLIS list; and (v) financially solvent and able to pay all debts as they become due. Contractor must designate by name and location the disposal site(s). Failure to identify disposal site(s) for materials, construction debris, soil and other wastes, or failure to submit this information when requested by the CCC, may constitute a default under this Contract in accordance with Article 17. If the CCC requests, the Contractor must provide to the CCC copies of all contractual agreements, sanitary landfill permits, and licenses for those disposal site(s) selected by the Contractor.

Contractor must (i) leave the Project Site clean of Debris as reasonably required by the CCC, and (ii) clean all streets and sidewalks from Debris caused by the performance of the Work to the extent required by public authorities.

In the case of multiple contracts the general work Contractor shall be responsible for rubbish removal from the Project Site, but each Contractor shall be responsible for cleanup of rubbish generated by his work daily.

Failure of the Contractor(s) to clean up as required by the CCC will be cause for the CCC to order this work done by others and the cost of this cleanup work deducted from monies due the Contractor.

#### **Hazardous Material.**

Contractor must remove from the Project Site any fill material that contains any Hazardous Material, unless the CCC gives specific written approval for on-site reuse of fill.

Contractor must not bring on the Project Site any item that contains any Hazardous Material in violation of any Environmental Laws.

"Hazardous Material" means the following, including mixtures thereof: any hazardous substance or material, pollutant, contaminant, hazardous waste, special waste, universal waste, hazardous by-product or hazardous constituent as now or hereinafter defined in any Environmental Laws; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides; asbestos and asbestos-containing material; polychlorinated biphenyls; source material, special nuclear material, by-product material, and any other radioactive materials or radioactive wastes, however produced, as defined in the Clean Air Act, the Atomic Energy Act or the Nuclear Waste Policy Act; and chemicals subject to the OSHA Hazard Communication Standard, 29 CFR §1910.1200 *et seq.*

The Work must be performed to avoid and prevent any adverse effect on any condition involving Hazardous Materials that may currently exist at, on or beneath the Project Site and as necessary to avoid and prevent any new contamination of any portion of the Project Site by Hazardous Materials.

#### **Unforeseen Environmental Impairments.**

It is possible that "Unforeseen Environmental Impairments" (as defined below) may exist on the Project Site, which may be discovered by the Contractor in connection with its performance of the Work. As used herein, the term "Unforeseen Environmental Impairments" means and includes the following: (a) any subsurface conditions that evidence or exhibit (visually or otherwise) contamination by Hazardous Material; (b) any underground storage tanks or evidence of any contamination that may be associated with or caused by any underground storage tanks; (c) any utility conduits or drains that evidence or exhibit (visually or otherwise) contamination by Hazardous Materials; and (d) any Hazardous Material on any portion of the Project Site (including, but not limited to, Hazardous Materials in building components, drums, storage containers, items of personal property, and other materials) that (i) are or may be subject to any Environmental Laws or (ii) may give rise to any liability on the part of the CCC or the Contractor.

Contractor must comply with the following requirements with respect to any actual or potential Unforeseen Environmental Impairments: if Contractor discovers any conditions which may constitute Unforeseen Environmental Impairments, other notice provisions in this Contract notwithstanding, Contractor must immediately, but in all cases within 24 hours, notify the CCC of the Unforeseen Environmental Impairments by telephone (without leaving a voicemail message) or in person and Contractor must comply with all Environmental Laws and all directions issued by the CCC with respect to such Unforeseen Environmental Impairments.

In the event of discovery of an Unforeseen Environmental Impairment at the Project Site, the Contractor must proceed in accordance with Section 10.1.

#### **14.6 Services and Use of Site.**

The Contractor must not use the existing utilities at the Project Site for its own purposes in connection with the Work, including electric power, lighting, gas, water, sewers, and toilet facilities.

The Contractor must provide:

- A. Electric power for the Contractor's own use including extensions and fixtures. This must include any necessary electric power and equipment needed for Project Site lighting during the course of the Project.
- B. Water for the Contractor's own use including fittings and hoses required for conveyance to the point of use.
- C. Gas for the Contractor's own use including required fittings.
- D. Suitable facilities for the discharge of wastewater acceptable to the CCC and in compliance with all laws.

The Contractor must provide and maintain in neat and serviceable condition, a temporary construction office as headquarters for conduct of the Work. It must locate the construction office where directed by the CCC. It must also provide the construction office with heating, air conditioning, and an adequate number of operating screened windows, doors with cylinder locks, telephone, and electric lights, all as directed by the CCC. The cost for such facilities must be borne exclusively by Contractor.

The Contractor must provide portable chemical toilet facilities for all employees on the Project Site as soon as operations commence and ensure that toilet facilities are serviced at least twice weekly and maintained in a clean and sanitary condition. Service must include draining the tank and refilling and disinfecting the interior for each toilet unit, and keeping each unit stocked with toilet paper. The Contractor must



maintain the toilet facilities during the term of the construction period and remove them upon completion of the Work. The Contractor must provide an adequate number of separate toilets for men and women.

#### **14.7 Storage.**

- A. The CCC may assign material storage, shed, and field office areas. The Contractor must relocate and move the materials and facilities when directed by the CCC at no additional cost to the CCC. The Contractor must coordinate, supervise and control these activities for the various Subcontractors in the assigned areas.
- B. The Contractor must maintain storage areas in a neat, clean, and orderly condition and must remove equipment not being used in the Work from the property.
- C. The Contractor must store and handle all materials and equipment in a manner that prevents the inclusion of foreign substances or damage from weather; remove damaged or rejected materials from the premises; and furnish new material of specified quality and type before proceeding with the Work.

#### **14.8 Equipment and Falsework.**

- A. Temporary Stairs, Ladders and Equipment:
  - 1. The Contractor must furnish and maintain all equipment such as temporary ladders, ramps, runways, hoists, scaffolding, and similar items required for proper execution of the Work. All such apparatus, equipment and construction must meet all requirements of Federal, State and local laws concerning the safety and protection of employees.
  - 2. The Contractor must not erect hoists, scaffolding, or other equipment at such locations as interfere with, or affect general construction or progress of other trades.
  - 3. The Contractor must locate hoists, scaffolding, or other equipment at sufficient distance from exterior walls to prevent staining or marring of any permanent Work.
  - 4. The Contractor must lower all suspended scaffolding and staging to ground level at the end of each day that the Contractor works.
- B. Temporary Barricades and Enclosures:
  - 1. The Contractor must provide temporary barricades or enclosures as required during the progress of the Work.
  - 2. The Contractor must provide temporary work screens or enclosures, erected and maintained by the Contractor, to separate pedestrian or vehicular traffic and building areas free of noise, debris, dirt, etc. resulting from the Work, including provision of all required protection for passersby and building occupants against all danger of injury, including all night and warning lighting.
  - 3. The Contractor must erect and maintain all protective measures in accordance with the requirements of Federal, State and local authorities.

#### **14.9 Fire Protection.**

- A. The Contractor must comply with local fire regulations and with specific requirements of the CCC.

- B. The Contractor must provide an ample number of fire extinguishers rated for the specific potential fire hazards present on the Project Site.
- C. The Contractor must not bring onto the Project Site more than one (1) day's supply of flammable liquids including oil, gasoline, paint or solvent for use that day. The Contractor must provide and use UL approved safety cans for all liquids with flash point 110 degrees F or below. It must also store bulk supplies of flammable liquids away from structures and storage yards.
- D. The Contractor must not allow any open fires.

#### **14.10 Street Closures and Sidewalks.**

- A. The Contractor must conduct the Work so as not to render dangerous or unnecessarily obstruct any public way, street, alley, any bus movement, or any other vehicular movement.
- B. The Contractor must provide all materials, labor, and perform all work necessary for the diversion of traffic and the construction and maintenance of alternate roadways for the diversion of traffic. The Contractor must submit traffic control plans and procedures to the CCC for approval prior to the commencement of any street closures.
- C. The Contractor must provide signs, barricades, lights, and other necessary devices, meeting requirements of CDOT and/or IDOT.
- D. In the event of street closures, the Contractor must provide the CCC with a minimum of two (2) weeks' advance notice of the locations, dates, and times for which street and/or other public way closing is required. The Contractor must make every effort to keep street and public way closures to a minimum.
- E. The Contractor must obtain, at its own expense, all permits from the CDOT, or agencies of other municipalities in which the Project is located before any streets are closed to carry out the Work described in the Contract. Prior to submitting plans and procedures to CDOT or other agencies, the Contractor must receive approval of the plans and procedures from the CCC.
- F. Before reopening a closed street, or other public way the Contractor must clean all debris resulting from the conduct of Contractor's Work.

#### **14.11 Welding.**

- A. The Contractor must not perform welding, flame cutting, or other operations involving use of flame, arcs, or sparking devices, without adequate protection, subject to the CCC's approval.
- B. The Contractor must remove all combustible or flammable material from the immediate area of the Work. If removal is impossible, the Contractor must protect all flammable or combustible materials with a fire blanket or suitable non-combustible shield to prevent sparks, flames or hot metal from reaching flammable or combustible materials.
- C. The Contractor must provide necessary personnel and equipment to control fires resulting from welding, flame cutting, or other sources involving use of flame, arcs, or sparking devices.
- D. The Contractor must ensure that all welders have been certified within eighteen months prior to performing any Work.

## **ARTICLE 15. - INSURANCE, INDEMNITY, AND BONDS**

### **15.1 Indemnity.**

The Contractor or its Subcontractors, or both, as the case may be, shall indemnify to the maximum extent permitted by law the CCC and its officers, directors, shareholders, officials, managers, members, trustees, commissioners, employees, or agents, including the Associate Vice Chancellor of Business and Procurement Services and the JOC Coordinator (collectively, the "CCC Indemnitees") for any claim, loss, liability, damage, or expense (including reasonable attorney fees, costs of defense and court costs), the CCC Indemnitees incur, suffer or sustain resulting or in any way relating to any Work in connection with this Contract by Contractor, any Subcontractor, or any of their respective employees, agents or representatives. To the maximum extent permitted by law, any limit on such liability that would otherwise be available by virtue of the Worker's Compensation Act or any other law or judicial decision is expressly waived as to the CCC Indemnitees. However, nothing in this Section is intended to be, and shall not be, construed as an agreement to indemnify or hold harmless the CCC Indemnitees on account of their own negligence. The Contractor acknowledges that any performance bond or insurance provided under this Contract in no way limits Contractor's responsibility to indemnify the CCC Indemnitees as provided in this Section.

The Contractor, where separate contractors or its subcontractors are employed on the Project Site, shall not hold the CCC responsible for loss or damage or injury caused by any fault or negligence of any other contractor or subcontractor and Contractor shall look to the contractors or subcontractors for recovery from them for any such damage or injury.

If any separate contractor or its subcontractor suffers loss or damage through any acts or omissions on the part of Contractor, or any of its Subcontractors, Contractor shall reimburse the other contractor or its subcontractor by agreement or arbitration, if they shall so settle. If the separate contractor or its subcontractor asserts any claim against the CCC on account of any damage or loss alleged to have been so sustained, the CCC shall notify Contractor, and Contractor shall indemnify and hold the CCC harmless from and against those claims as provided herein.

### **15.2 Performance and Payment Bonds.**

- A. Before award of the Contract, the Contractor will deliver to CCC a Performance and Payment Bond in the amount set forth in the Job Order. The estimated maximum amount of a Job Order is \$500,000 but the Contractor must obtain a Performance and Payment Bond exceeding that amount. The surety or sureties issuing the bond must be acceptable to CCC. The bond must cover the warranty period required by the Contract.
- B. In case of neglect, failure, or refusal of Contractor to provide satisfactory sureties when so directed within seven (7) days after such notification, CCC may declare this Contract forfeit, but such forfeiture will not release Contractor or its surety or sureties from any liability which may have accrued prior to the date of such forfeiture.
- C. If at any time the surety or sureties, or any one of them, upon such bond become insolvent, or are, in the sole opinion of CCC, unsatisfactory, or unable to respond to damages in case of liability on such bond, CCC will notify the Contractor and direct that a bond issued by a satisfactory surety or sureties be provided forthwith.
- D. Surety for Bond. The Performance and Payment Bond required by the Contract must be secured by a guarantee or surety company listed in the latest issue of U.S. Treasury Circular 570.

### 15.3 Insurance.

- A. The Contractor shall procure and maintain at all times, at Contractors own expense, until final acceptance of the Work covered by this Contract, and if required to return during the warranty period, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Contract, whether performed by the Contractor or by subcontractors.
- B. The kinds and amounts of insurance required are as follows:
  - 1. Worker's Compensation and Occupational Disease Insurance  
Workers Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this contract. Employer's liability coverage with limits of not less than \$1,000,000 each accident or illness shall be included.
  - 2. Commercial Liability Insurance (Primary and Umbrella)  
Commercial Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverage are to be included. City Colleges of Chicago is to be named as an additional insured without recourse or right of contribution for any liability arising from this work. A provision for Fidelity must also be recited within the Policy.
  - 3. Automobile Liability Insurance  
When any motor vehicles are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage. CCC is to be named as an additional insured.
  - 4. All Risk Builders Risk Insurance
    - a. When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility.
    - b. The required policy limits shall be determined at the time of a specific project assignment and shall be based upon the nature, scope, and value of the assignment.
    - c. Coverage extensions shall include earthquake, flood, off site, in transit and right to partial occupancy of building if facility or building is being constructed and, if applicable, boiler/machinery and testing based on scope of work involved.
  - 5. Certificates and Other Conditions
    - a. The Contractor will furnish City Colleges of Chicago original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage have an expiration or renewal date occurring

during the term of this contract. The Contractor shall submit evidence of insurance prior to contract award. The failure of City Colleges of Chicago to obtain such evidence from Contractor before permitting Contractor to commence work shall not be deemed to be a waiver by City Colleges of Chicago, and the Contractor shall remain under continuing obligation to maintain the insurance coverage.

- b. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force may constitute a violation of the Contract, and City Colleges of Chicago maintains the right to stop work until proper evidence of insurance is provided.
- c. The insurance shall provide for 30 days prior written notice to be given to City Colleges of Chicago in the event coverage is substantially changed, canceled, or non-renewed.
- d. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.
- e. Any and all deductibles on referenced insurance coverage shall be borne by Contractors.
- f. Contractor expressly understands and agrees that any insurance coverage and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the contract documents or by law.
- g. The Contractor and each subcontractor agree that insurer shall waive their rights of subrogation against City Colleges of Chicago.
- h. The Contractor expressly understands and agrees that any insurance maintained by City Colleges of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under the contract.
- i. If Contractor or its subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and each of its subcontractors, shall be responsible for the acquisition and cost of such additional protection.
- j. City Colleges of Chicago maintains the right to modify, delete, alter or change these Requirements at no additional cost to CCC.

## **ARTICLE 16.- DISPUTES**

### **16.1 Disputes.**

Any dispute concerning an adjustment to Job Order Price or Job Order Completion Time, or otherwise arising in connection with Work under this Contract, that is not resolved by the execution of a Job Order by both the CCC and the Contractor will be decided by the District Director of Procurement and Business Services. The District Director of Procurement and Business Services will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Contractor. The decision of the District Director of Procurement and Business Services will be final and binding on the Contractor unless, within thirty (30) days after receipt of a copy of a decision, the Contractor sends by certified mail, return receipt requested, a written appeal to the CCC's Associate Vice Chancellor of Administrative Services or designee.

In connection with such an appeal, the Contractor will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Associate Vice Chancellor of Administrative Services or designee will be final and binding on the Contractor unless the Contractor files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Contractor does not commence such an action for judicial review within 60 days after the Contractor receives a copy of the decision of the Associate Vice Chancellor of Administrative Services or designee, the Contractor waives all right to seek judicial review. Nothing in this Section relieves the Contractor from diligently proceeding with the Work under and in accordance with the Contract.

## **ARTICLE 17. - DEFAULT AND TERMINATION**

### **17.1 Notice of Default and Termination.**

If the Contractor fails to perform any of its obligations under the Contract, the CCC at its sole discretion may notify the Contractor and its surety in writing, "Notice of Default", that the Contractor is in default. The Notice of Default may allow a cure period of up to seven (7) days. If the default cannot be cured within the cure period, and the Contractor requests additional time to cure, the CCC may extend the cure period in writing. If the Contractor fails to cure within the cure period (or if extended, the extended cure period), the CCC may terminate the Contract by sending a Notice of Termination for Default. Termination for default will be effective upon Contractor's receipt of the written Notice of Termination for Default. The CCC's declaration of termination will be final.

### **17.2 CCC's Remedies upon Default.**

Upon Notice of Default, the CCC may invoke any or all of the following remedies, in addition to any other remedies available under the Contract, at law or in equity, or otherwise:

- A. The right to stop payment to the Contractor;
- B. The right to terminate the Contract;
- C. The right of money damages, including but not limited to, all expert witness or other consultant fees, court costs, and reasonable attorney's fees that the CCC may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, a Notice of Default; and
- D. The right to deem the Contractor non-responsible in future contracts to be awarded by the CCC.

### **17.3 CCC's Remedies upon Termination.**

Upon Notice of Termination for Default, the CCC may invoke any or all of the following remedies that are consistent with the terms of the payment and performance bonds. These remedies are in addition to the remedies available upon Notice of Default, and any other remedies available under the Contract at law or equity:

- A. The CCC may complete the Work, or any part of it, either directly or through others.
- B. The CCC, either directly or through another contractor, may use the Contractor's Subcontractors, material and equipment to complete the Work. Upon the CCC's notification to the Contractor that it intends to invoke this remedy, any and all rights that the Contractor may have in or under its Subcontracts will be assigned to the CCC. The sole obligation accepted by the CCC under such Subcontracts will be to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor will promptly execute, or cause to be executed, any assignment,

agreement, or other document that may be required by the CCC for compliance with this provision. For any subcontract so assigned and accepted by the CCC, the Contractor shall remain liable to the Subcontractors for any payment already invoiced to and paid by the CCC, and for any claim, suit, or cause of action based on or the result of any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of contract by the Contractor, its officers, employees, agents, and other Subcontractors, arising prior to the date of assignment to the CCC, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. The Contractor will notify its Subcontractors of these requirements.

- C. The CCC may hire a new contractor to complete the Work.
- D. The CCC may call upon the surety to complete the Work in accordance with the terms of this Contract.
- E. The CCC may setoff, as described in Section 1.28, against any payments due or to become due to the Contractor under any other contract that the Contractor may have with the CCC.

The Contractor will be liable for all costs incurred by the CCC because of the termination, including the cost of completing the Work. If the cost of completing the Work exceeds the Job Order Price, the Contractor shall be liable for the excess cost and shall pay such sum immediately upon demand. In the event of termination, all costs and charges incurred by the CCC, together with the cost of completing the Work, will be deducted from any moneys due or which may become due to the Contractor.

#### **17.4 Nonexclusivity.**

The remedies under the terms of this Contract are not exclusive of any other remedy. Each and every remedy is cumulative and in addition to any other remedy, existing now or hereafter, at law, or in equity, or otherwise.

#### **17.5 Court Determination.**

If the Contract is terminated by the CCC for default, and it is subsequently determined by a court that such termination was not justified, such termination will be deemed a termination for convenience as provided in Section 17.7, effective as of the date the Contractor received the original Notice of Termination for Default, and the provisions applicable to termination for convenience will apply.

#### **17.6 Discretion of CCC.**

Whether to declare the Contractor in default and whether to terminate this Contract are within the sole discretion of the CCC and neither those decisions, nor the factual basis for them is subject to review or challenge under Article 16, "Disputes."

#### **17.7 Termination for Convenience.**

In addition to any other rights and remedies available to the CCC, the CCC may terminate this Contract, in whole or in part, at any time, when it is in the CCC's best interest. If the CCC decides to terminate the Contract under this Section, the CCC will send a written Notice of Termination for Convenience to the Contractor specifying the extent to which performance of Work under the Contract is terminated. Such Notice will be effective on the date of receipt. The Contractor shall then restrict its activities, and those of its Subcontractors, to winding down its Work. No payment will be made for Work performed after the Notice becomes effective, except for winding down activities specified in the Notice and as provided in this Section.

- A. Obligations of the Contractor Upon Termination for Convenience.** After receipt of a Notice of Termination for Convenience, except as otherwise directed by the CCC, the Contractor must do the following:
1. Transfer title and deliver to the CCC in the manner, at the times, and to the extent directed by the CCC, parts, work in process, completed work, supplies and other material procured as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination for Convenience, as well as the completed or partially completed Job Order Drawings, Plans, Shop Drawings, information, and other property, which if the Contract had been completed, would have been required to be furnished to the CCC;
  2. Use its best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the CCC, property of the types referred to in (a) above; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the CCC; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the CCC to the Contractor under the Contract or will otherwise be credited to the price or cost of the Work covered by the Contract or paid in such other manner as the CCC may direct;
  3. Complete performance of each part of the Work as shall not have been terminated by the Notice of Termination for Convenience in accordance with the Contract;
  4. Take such action as may be necessary, or as the CCC may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the CCC has or may acquire an interest; and
  5. Comply with all other requirements of the CCC as may be specified in the Notice of Termination for Convenience.
- B. Termination Claim.** After receipt of a Notice of Termination for Convenience, the Contractor shall submit to the CCC its termination Claim, in accordance with Section 10.1 A-5, in the form and with certification prescribed by the CCC. Such Claim shall be submitted promptly, in accordance with Section 10.5, but an additional time period of 150 days will be allowed for submission of the Claim.
- C. Agreement As to Amount to be Paid.** Subject to the provisions of Section 17.2, the Contractor and the CCC may agree upon the whole or part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work for convenience, which amount or amounts may include an allowance for profit solely on Work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the portion of the Job Order Price related to the Work completed by the Contractor immediately prior to the Notice of Termination for Convenience, adjusted to account for defective work not remedied as reduced by the amount of payments otherwise made. Another Job Order will be issued pursuant to Section 10.1 and the Contractor will be paid the agreed amount. Nothing in subsection C of this Section (prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the CCC to agree upon amount to be paid to the Contractor by reason of the termination of Work pursuant to this Section) shall be deemed to limit, restrict, or otherwise determine or affect the amount or



amounts which may be agreed upon to be paid to the Contractor pursuant to this subsection C.

- D. **Determination As to Amount to be Paid.** In the event of failure of the Contractor and the CCC to agree, as provided in subsection C, upon the whole amount to be paid the Contractor by reason of the termination of Work for convenience pursuant to this Section, the CCC will pay the Contractor the amounts determined by the CCC as follows, but without duplication of any amounts agreed upon in accordance with subsection C, with respect to Work performed prior to the effective date of the Notice of Termination for Convenience, the total (without duplication of any items) of:
1. The portion of the Job Order Price related to the Work completed by the Contractor immediately prior to the Notice of Termination for Convenience, adjusted to account for defective work not remedied;
  2. The cost of settling and paying claims arising out of the termination of Work under Subcontracts or orders, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractors prior to the effective date of the Notice of Termination for Convenience under the Contract, which amounts shall be included in the cost on account of which payment is made under (1) above;
  3. The reasonable cost of the preservation and protection of property incurred pursuant to subsection A and any other reasonable cost incidental to termination of Work under the Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of Work under the Contract.

In no event shall the CCC be responsible for unabsorbed or underabsorbed overhead as part of termination claims under this sub-section.

- E. **Cap on Amount to be Paid.** The total sum to be paid to the Contractor under subsection D above will not exceed the Job Order Price, as reduced by the amount of payments otherwise made. Except for normal spoilage, and except to the extent that the CCC will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under subsection D above, the fair value, as determined by the CCC, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the CCC, or to a buyer pursuant to subsection A of this Section.
- F. **Deductions from Amount to be Paid.** In arriving at the amount due the Contractor under this Article, there will be deducted, (1) any claim which the CCC may have against the Contractor in connection with the Contract including but not limited to a credit for defective work and (2) the agreed price for, or the proceeds of sale of, materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of this Article, and not otherwise recovered by or credited to the CCC.
- G. **Payments on Account of Termination Payment.** The CCC may from time to time, under such terms and conditions as it may prescribe and in its sole discretion, make partial payments on accounts against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the CCC the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Contractor to the CCC upon demand together with interest at a rate equal to the highest rate permitted by applicable law.

- H. **Preservation of Records.** Unless otherwise provided for in the Contract or by applicable statute, the Contractor, from the effective date of termination under this Section and for a period of five (5) years after final settlement under the Contract, shall preserve and make available to the CCC at all reasonable times at the office of the Contractor but without direct charge to the CCC, all its books, records, documents, electronic data, and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the Work terminated hereunder, or to the extent approved by the CCC, microfilm, microfiche, or other authentic reproductions thereof.
- I. **No Other Payments; No Damages.** Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Section. The payment to the Contractor determined in accordance with this Section constitutes its exclusive remedy for a termination hereunder.
- A. **No Waiver.** Anything contained in the Contract to the contrary notwithstanding, a termination under this Section 17.7 shall not waive any right or claim to damages that the CCC may have and the CCC may pursue any cause of action that it may have under the Contract, at law or in equity, or otherwise.

#### **17.8 Flow Through to Subcontractors.**

The Contractor shall insert in all subcontracts that the Subcontractor shall stop Work on the date of and to the extent specified in any Notice of Termination from the CCC and shall require that any tier Subcontractors insert the same provision in any tier subcontracts. The Contractor shall communicate, immediately upon receipt thereof, any Notice of Termination issued by the CCC to the affected Subcontractors of any tier.

### **ARTICLE 18. - COMPLIANCE WITH ALL LAWS**

#### **18.1 Contractor Must Comply With All Laws.**

The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board of Trustees of Community College District 508 which may in any manner affect the performance of the Contract. Provision(s) required by law, ordinances, codes, rules, regulations, or executive orders to be inserted in this Contract are deemed inserted, whether or not they appear in this Contract. In no event does the failure to insert such provisions(s) prevent the enforcement of such provision(s) of this Contract.

#### **18.2 Permits and Licenses.**

Unless otherwise provided in this Contract, all permits and fees required by law for completion of individual Job Orders shall be obtained and paid for by the Contractor.

#### **18.3 Civil Rights.**

- A. **Nondiscrimination.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, and Section 202 of the Americans with Disabilities Act of 1990, the Contractor agrees that it will not discriminate against any worker, employee or applicant or any member of the public on the basis of race, color creed, national origin, sex, age, or disability, nor otherwise commit an unfair employment practice.

Contractor further agrees that this Section will be incorporated by Contractor in all contracts entered into with supplier of materials or services, and into contracts with Contractors and Subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform

any such labor or services in connection with this Contract. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Sees. 13-3 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Sees. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Sees. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Sees. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 to the Journal of the Proceeding.

When requested to demonstrate compliance, the Contractor and Subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

**B. Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:

1. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations,
2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
3. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities.

**C.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, national origin or ancestry. The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the District Director of Procurement and Business Services setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, disability, age, ancestry or national origin.
3. The Contractor will send to each labor union or representative of workers with whom the representative has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CCC's District Director of Procurement and Business Services, advising the labor union or workers' representative of the Contractor's commitments

under Section 202 of Executive Order No. 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CCC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be terminate in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies applied as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor must comply with the provisions of 330 ILCS. 55/0.01 et. seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except in executive, administrative, and supervisory positions), preference should be given to "Vietnam-era veterans" and "disabled veterans" as defined in 49 U.S.C. § 47112 (c). However, this preference will apply only where the individuals are available and qualified to perform the Work to which the employment relates. The Contractor will ensure that this provision is inserted in all contracts entered into with any subcontractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with this Contract.

#### **18.4 Illinois Human Rights Act.**

During the Base Term and Options Terms of this Contract, the Contractor must:

- A. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- B. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action;
- C. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request from time to time;
- D. Have written sexual harassment policies that must include, at a minimum, the following information: (1) a statement that sexual harassment is illegal; (2) the definition of sexual harassment under Illinois law; (3) a description of sexual harassment, utilizing examples; (4) the Contractor's internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (IDHR) and the

Illinois Human Rights Commission (IHRC); (6) directions on how to contact the IDHR and IHRC; and (7) protection against retaliation for reporting suspected sexual harassment. See Illinois Human Rights Act 775 ILCS 5/2-105. A copy of the Bidder's sexual harassment policy shall be provided to the CCC upon request.

- E. The Contractor must include verbatim or by reference, the provisions of this Section in every subcontract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, Contractor must be liable for such Subcontractor's compliance with applicable provisions of this subsection; Contractor will promptly notify the CCC and the Illinois Department of Human Rights in the event that any Subcontractor fails or refuses to comply with this subsection.

#### **18.5 State Energy Conservation Plan.**

The Contractor agrees to comply with all standards and policies relating to energy efficiency which are contained in the State of Illinois Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, which are incorporated into this Contract by reference.

#### **18.6 CCC Ethics Ordinance.**

The Contractors shall comply with the CCC Ethics Policy. The Contractor is expected to work on behalf of the CCC in a manner that always complies with laws, regulations and policies. By doing so and by always acting with honesty and integrity the Contractor is allowing established values to guide its actions and decisions. The Contractor has read and signed the CCC Ethics Policy Acknowledgement and submitted a copy to the District Director of Procurement and Business Services

#### **18.7 Steel Products**

This Contract will be subject to all provisions of the "Steel Products Procurement Act," 30 ILCS 565/1 *et seq.* as it may be amended from time to time. Steel Products issued or supplied in the performance of this Contract or any subcontract will be manufactured or produced in the United States.

For purposes of this provision, "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this provision may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and will subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

#### **18.8 Conflict of Interest.**

- A. No board member, officer or employee of the CCC or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Work to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.
- B. The Contractor covenants that it, its officers, directors and employees, its joint ventures and the officers, directors, and employees of its joint venture, and its Subcontractors and the officers, directors and employees of its Subcontractors presently have no interest and will not acquire any interest, direct or indirect, in the Work to which this Contract pertains, which would conflict in any manner or

degree with the performance of the Work hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by the Contractor.

- C. The Contractor is prohibited from performing any Work for the CCC under this Contract that conflict with work that the Contractor performs under any other contract with the CCC. The restrictions in this subsection are applicable to all Subcontractors. The Contractor has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for Notice of Termination as described in Article 17.

## **PART B - JOC SPECIAL CONDITIONS**

### **I. GENERAL PROVISIONS**

#### **A. Interpretation of Plans and Specifications**

1. Intent of Plans and Specifications:
  - a. The Contractor's Adjustment Factor includes, and the Contractor shall provide and furnish, all items necessary and incidental to the Work and the Project, including but not limited to all materials, parts, labor, supervision, coordination, administration, equipment (except as otherwise stated in the Contract Documents) tools, power, shop plans, working drawings, design drawings including architectural and engineering services in support of the Job Order, and incidentals required by the Contract Documents and desirable for the full completion of the Work, whether or not particularly shown, described, or specified in the Contract Documents; and the Contractor's bid price(s) includes all cost relating to, or associated with, the foregoing including but not limited to all direct costs, overhead and profit.
2. Architectural and Engineering Services:
  - a. Under this Contract it is expected that the level of A/E services and design, if any will be incidental to the Contract and therefore included in the Contractor's Adjustment Factors.
  - b. As part of the Job Order, CCC may require professional architectural and or engineering services in order to define the Scope of Work. The Contractor may be requested to retain these services. If requested to provide A/E services as part of the Detailed Scope of Work, the Contractor shall provide the price and proposals from the A/E for the A/E services to CCC prior to preparing a design. The Contractor shall be compensated for the cost of the A/E services through the Reimbursable Fee work task in the Construction Task Catalog®. The quantity for the Reimbursable Fee work task shall be equal to the amount of the A/E's fee. The cost for managing the A/E firm is considered to be incidental. Therefore, the Contractor shall apply a 1.0000 to the Reimbursable Fee work task rather than applying the Contractor's competitively bid Adjustment Factor.
  - c. The design shall conform to CCC'S Design Standards. The Contractor will be required, as on any construction project to provide shop drawings, as-built drawings, project layout drawings and sketches as required and the cost of those items shall be included in the Contractor's Adjustment Factors.
  - d. Approval by CCC of plans and drawings prepared by the Contractor does not relieve the Contractor from the responsibility of performing the work according to applicable codes, laws, and ordinances. Comments on or approvals given to any plans, drawings, schedules, or means and methods shall not relieve the Contractor from the responsibility of performing the work to achieve the objectives of the Job Order.
  - e. When CCC requires the Contractor to prepare stamped A/E drawings, CCC will issue a Request for Design (RFD) to the Contractor. The RFD will establish the design requirements and due dates for the submission of partial and completed drawings. Failure to meet due dates, consistent rejection of inadequate design submissions, or continual tardiness on design delivery at any stage without advance notification may constitute default of the Contract. The design shall conform to the RFD and City Colleges of Chicago's Building Standards.
  - f. Unless the Contractor receives prior approval from CCC, the Contractor is not to be the "lead" firm for A/E design work.

- g. The preparation and submittal of LEED documentation, drawings/plans, specifications, safety plans, shop drawings, product data and samples, as-builts and all other documentation required herein by the Contractor as required by individual Job Orders is part of the Scope of Work of this Contract and the cost there of shall be included in the Contractor's Adjustment Factors.

## **II. PROJECT ORGANIZATION**

### **A. The JOC Coordinator**

1. CCC will assign a JOC Coordinator to oversee the execution of the Job Order Contract. The JOC Coordinator will manage and administer the JOC program on behalf of CCC and supervise and oversee the work of the Project Managers.
2. The JOC Coordinator shall assign JOC projects and provide overall guidance to the Project Managers and the Contractor in the execution of Job Order Contracting. The JOC Coordinator shall intervene in disputes or disagreements between the Project Manager and the Contractor.
3. The JOC Coordinator shall evaluate the overall performance of the Contractor and report program status and progress to CCC.

### **B. The Owner's Representative**

1. The Owner's Representative, assigned by CCC, will be responsible for determining and documenting the Scope of Work, visiting the Project site with the Contractor, ordering Work from the Contractor, providing field supervision, and recommending payments and Job Order Completion Time.
2. The Owner's Representative shall be CCC's representative in charge of the supervision of the Work. The Owner's Representative shall have authority to stop the Work whenever such stoppage may be necessary in the Owner's Representative's reasonable opinion to insure the proper execution of the Contract. The Owner's Representative shall within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

## **III. PROCEDURE FOR ORDERING WORK**

### **A. Initiation of a Job Order.**

1. As the need exists, the Owner will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
2. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non Pre-priced Task.
3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - a) the general scope of the work;
  - b) alternatives for performing the work and value engineering;
  - c) access to the site and protocol for admission;
  - d) hours of operation;
  - e) staging area;
  - f) requirements for catalog cuts, technical data, samples and shop drawings;
  - g) requirements for professional services, sketches, drawings, and specifications;
  - h) construction duration;
  - i) liquidated damages;
  - j) the presence of hazardous materials;



- k) date on which the Job Order Proposal is due.
- 4. Upon completion of the joint scoping process, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 5. The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 6. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Price Proposal, the Contractor will make such request quickly so that the Price Proposal can be submitted on time.

## **B. Preparation of the Job Order Price Proposal.**

- 1. The Contractor's Job Order Proposal shall include, at a minimum:
  - a) Job Order Price Proposal;
  - b) Required drawings or sketches;
  - c) List of anticipated Subcontractors and Materialmen;
  - d) Construction schedule;
  - e) Other requested documents.
- 2. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 4. The Contractor will prepare Job Order Price Proposals in accordance with the following:
  - a) Pre-priced Task: A task described in, and for which a unit price is set forth in, the Construction Task Catalog®.
  - b) Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog®.
  - c) Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
    - 1) Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
    - 2) If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or

subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the Owner with a written explanation. If the explanation is accepted by the Owner, the Contractor may provide less than three quotes.

- 3) The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

**For Non Pre-priced Tasks Performed with Contractor's Own Forces:**

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

**Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor**

**For Non Pre-priced Tasks Performed by Subcontractors:**

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

**Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor**

- d) After a Non Pre-priced Task has been approved by the Owner, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification..
- e) The Owner's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up.
6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
7. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental

engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
9. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Owner. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.
10. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

### **C. Review of the Job Order Proposal and Issuance of the Job Order**

1. The Owner will evaluate the entire Job Order Price Proposal and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
2. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
  - a) Will constitute or create a hazard to the work, or to persons or property;
  - b) Will not produce finished Work in accordance with the terms of the Contract; or
  - c) Unnecessarily increases the price of the Job Order when alternative means and methods are available.
3. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.
4. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.
5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered

under the standard procedures.

#### **D. Close Out Submittals**

1. Record Documents
  - a. Within 30 days after completion and acceptance of the project and prior to the Contractor's Application for Final Payment, and as a condition to its review by CCC, the Contractor shall deliver to CCC, in suitable transfer cases clearly marked "Record Documents", the "As-Built" drawings (if applicable), Record Shop Drawings and Product Data arranged in proper order, and indexed.
2. Procedures
  - a. The Contractor shall provide the "As-Built" documentation.
  - b. The Project Manager will monitor the "As-Built" process.
3. Content of the "As-Built" Drawings
  - a. The "As-Built" drawings shall reflect the actual condition of the constructed facility or work.
  - b. The project specifications shall be revised to reflect the final "As-Built" condition.
  - c. As the work progresses, the Contractor shall keep a complete and accurate record of the following:
    - 1). Changes and deviations between the work as shown on the contract drawings and the shop drawings, indicating on the "As-Built" documents the work as actually installed.
    - 2). The specific locations of piping, valve duct work, equipment, and other such work, which were not located or changed location from that shown on the Contract Documents,
    - 3). Equipment schedules indicating the actual manufacturer's names and model numbers.
  - d. Changes and deviations and other records shall be recorded on prints of the contract drawings. This record set of drawings shall be kept at the job site by the Contractor for periodic inspection by the Resident Engineer.
  - e. At the completion of the work, the Contractor shall review the "As-Built", make the necessary corrections and certify that the "As-Built" documents (drawings and specifications) are complete and accurate.
4. Preparation and Submittal of "As-Built" Drawings, Record shop drawings and Product Data
  - a. The preparation of "As-Built" drawings is the responsibility of the Contractor.
  - b. Manufacturer shop drawings shall reflect the as-manufactured or "As-Built" conditions. Any drawings or sketches of sizes other than 8-1/2X11, 11X17, or 32" X 42" must be transferred to one of the sizes above drawings for proper storage and record keeping.
  - c. The "As-Built" drawings shall be transmitted by the Contractor to CCC and shall show the same drawing number as the original submittal, with any revision noted and with the proper revision number shown.
  - d. The Record Shop Drawing and/or working Drawing are to be stamped and signed by the Contractor.
  - e. The Record submittals shall be the same size as the original approved submittal.
  - f. Record Shop Drawings shall be submitted for all items previously reviewed as

shop drawings except information as specified under "Instruction and Parts Lists".

- g. The Contractor shall furnish three (3) record copies of Record Submittals in loose-leaf binders. Loose leaf binders shall be subdivided by submittal numbers and shall contain an index of all items. All As-Built floor plans shall be submitted in CAD and PDF format.

5. Operation and Maintenance Manuals

- a. Contractor shall submit three (3) copies of Operating and Maintenance Manuals. Each complete copy may utilize several binders to contain the materials.
  - 1). Provide the proposed Operating and Maintenance Data format, including a table on contents not less than 90 days prior to acceptance test and Final Inspection.
  - 2). Provide completed Operating and Maintenance Data manuals in final form 30 days prior to acceptance tests and Final Inspection.
  - 3.) Contractor must furnished proof that appropriate training of CCC personnel has been completed.
- b. Accuracy of information and compliance with other requirements are the exclusive responsibility of the Contractor.
- c. Continuous Updating Program. Furnish one copy of letter indicating that suppliers have been notified to provide updated operation and maintenance data, service bulletins and other information pertinent to the equipment, as it becomes available and for a period of at least 5 years from Final Project Completion.
- d. Submittal Procedure
  - 1). All O&M manuals shall include definite and specific information and instructions on materials, Apparatus, equipment and systems provided under the Contract and include only latest standard commercial data. Maintenance period to be represented by maintenance data is 5 years.
  - 2). Include for each item the following data, as applicable, edited to include items specific to the Contract. Make data, including notations, completely legible - typewritten or printed.
    - a) Manufacturer's operating instructions, maintenance and repair manuals that set forth the manner of operation, precautions care to be followed, and periodic preventative maintenance requirements.
    - b) Final accepted Shop Drawings, Product Data and catalog cuts, including final comments and responses.
    - c) Printed Data: Manufacturer's original catalogue cuts, brochures, operating and maintenance data.
    - d) Manufacturer's recommended maintenance and cleaning procedures, methods and materials for exposed finish.
    - e) Manufacturer's product specifications including performance curves, wiring diagrams, and tabulation of sizes and identifying numbers.
    - f) Complete and detailed materials list and parts list of assembly drawing.
    - g) Recommended inventory of spare parts and emergency parts, sources of purchase, and quantities and prices for 5 years of operation.

- h) Governing agency and manufacturer test certificates, permits and inspection reports, including pressure test, insurance inspections and approvals, and shop or field performance tests.
- i) Certified factory or field performance report as required by each Specification Section .
- j) Final compliance certificates as required by each Specification Section.
- k) Manufacturer's Guarantee or Warranty as normally provided and as specifically required by each Specification Section.
- l) An index, in and for each volume. List and combine the literature, for each system, in the sequence of operation.
- m) Name, address, telephone numbers of Contractor, suppliers, installers, service representatives and part vendors.
- n) Anticipated date City Colleges of Chicago assumes responsibility for maintenance.
- o) Procedures for starting, operating and stopping equipment, including checklists and all tools or equipment required for operating.
- p) Inspection and adjustment procedures.
- q) Emergency schedules and procedures.
- r) One copy of each wiring, piping and/or duct diagram.
- e. Binding: Assemble each group of documents for materials, apparatus, equipment or systems in binders. Organize the contents in binders as follows:
  - 1). Group documents for each item in the order listed above.
  - 2). Index group of documents for each item in accordance with the filing system of CSI master format.
  - 3). Fold drawings and other documents larger than 8-1/2" X 11" to properly fit in binders so that they can be fully unfolded without removal from the binder. Reinforce edges of large drawings.
  - 4). Provide each binder with a table of contents.

#### **E. Electronic Copy of Drawings, Plans and Sketches**

- 1. When City Colleges of Chicago provides to the Contractor electronic copies of plans, drawings and sketches for the Contractor's use in completion of designs or in preparing As-Built Drawings, the Contractor will be required to provide to CCC an "Electronic Copy" of drawings, plans, and sketches which reflect the scope of work of the Work Order at close out of the Work Order in a format acceptable to CCC. Electronic drawings, plans and sketches shall be on USB flash drive using AutoCad release 2007 or newer, when and if available.

### **IV. ENR CCI Adjustment of the Adjustment Factors**

- 1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the bid due date to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary of the bid due date, that the Adjustment Factors be updated. Such request shall be delivered to the Owner and to Gordian. In the event the Contractor fails to deliver the request timely, then the Owner shall determine the date on which the Adjustment Factors will be updated, but in no event will such date

be later than thirty days after the written request to update the Adjustment Factors is received by the Owner. Thereafter, the Contractor's Adjustment Factors will be adjusted according to the following:

- a) The Contractor's Normal Working Hours and Other than Normal Working Hours Adjustment Factors will be adjusted according to the following:
  - 1) A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).
  - 2) A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
  - 3) The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
  - 4) The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
  - 5) Averages shall be obtained by summing the 12 month indices and dividing by 12.
  - 6) All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
  - 7) The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
  - 8) The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- b) ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- c) Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.
- d) The Contractor cannot delay submission of the Job Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.
- e) The Adjustment Factor for Non Pre-priced Tasks will remain constant for the duration of the Contract.

## **V. PERSONNEL**

### **A. General**

The Contractor shall, immediately upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, qualified and

assigned exclusively to perform the Work. The positions listed below are Key Personnel. The Contractor shall provide CCC with the qualifications of the individuals who will serve in those positions as part of the Contractor's Qualification Form. If CCC determines that the Contractor's staffing level will require adjustments, those changes will be made to the satisfaction of CCC prior to the issuance of additional Job Orders. Any changes made to the Contractor's staff during the course of the Contract is considered to be part of the Contractor's adjustment factor, no additional payments or compensation will be made.

**B. Key Personnel**

1. Contractor's Project Manager:

The Contractor shall employ and assign to Work on this Contract, at all times, a qualified Project Manager ("Contractor's Project Manager") satisfactory to CCC to act as contact person with CCC, to ensure: the quality, completeness and timeliness of Price Proposals, Job Order Proposal Packages; timely completion of Job Orders within the Job order Completion Time; that the Job Orders are being constructed in accordance with the Contract Documents and technical specifications. Contractor's Project Manager shall have experience commensurate with the work required under this Contract such as but not limited to: Designer; Construction Engineer; Architect; Estimator. The Contractor's Project Manager shall be assigned for the duration of the Job Order Contract.

2. Contractor's Assistant Project Manager/Estimator

The Contractor shall employ and assign to Work on this Contract, at all times, a qualified Assistant Project Manager/Estimator satisfactory to CCC to develop high quality JOC proposals utilizing CCC's Construction Task Catalog® and Technical Specifications and coordinate and participate in CCC's review of proposal packages, prepare and track submittals and approvals, superintend the mechanical and electrical components of construction projects, and assist the project manager in the overall management and operations of the project. The Contractor's Assistant Project Manager/Estimator shall be assigned for the duration of the Job Order Contract

3. Project Superintendents:

The Contractor shall employ full time, and at all times, for the entire length of the Contract, superintendent(s) to properly and adequately superintend the Job Orders on a daily basis to facilitate the smooth progress of the Work and to ensure that construction is according to the conditions of the Job Order and technical specifications. The Contractor's Superintendents shall have experience commensurate with the work required under this Contract such as experience in construction materials, operations, and methods to oversee subcontractor work, manage and coordinate the activities of subcontractors and own forces, and verify the quality of materials, construction and workmanship.

The Contractor's superintendents and the Owner's Representatives shall coordinate Work activities and review Job Order progress and quality.

The Contractor's superintendents shall represent the Contractor in the Contractor's absence and all directions given to the Contractor's superintendent shall be as binding as if given to the Contractor. The Owner's Representatives shall not be responsible for the acts or omissions of the Contractor's superintendents or assistants.

4. Administrative Assistant:

The Contractor shall employ one administrative assistant with experience in the administration of public construction projects, to submit payment requests, prevailing wage rates, tracking and reporting local contracting utilization, and other administrative tasks.

5. Staffing Levels:

As a minimum staffing level, the Contractor shall assign to the Contract at all times one Project Manager, one Assistant Project Manager/Estimator, and Project



Superintendents in sufficient numbers to ensure that the Work progress according to schedule and the Contract Documents. At no time shall one Project Superintendent be assigned to more than six (6) Job Orders. Be aware that larger, complex Job Orders will require that a full time project superintendent be assigned exclusively to those types of projects.

6. The Contractor shall assign additional staff, as determined by CCC, to properly manage and superintend the work. No separate payment will be made to the Contractor for the cost of the Contractor's Project Manager, the superintendents or other staff deemed necessary for the execution of the Contract. Such cost will be deemed to be included in the Contractor's adjustment factor.

## **VI. EVENTS OF DEFAULT**

### **A. Events of Default**

In addition to the "Events of Default" specified in Article 17, Default and Termination of Volume II, , the following event will also be considered "Events of Default"

1. Failure to meet any or all of the performance standards identified in Article VIII of these JOC Special Conditions.

## **VII. EXTENSION OF CONTRACT PERFORMANCE**

### **A. Option Periods**

1. The initial term of the Contract is twenty-four (24) months or when the maximum value of \$4,000,000 is achieved. At the conclusion of the initial term, the Contract shall expire or CCC may choose to exercise an option term.
2. CCC shall have the right and option to extend this Contract for a maximum of two (2) additional twenty-four (24) month terms. Each option term shall be twenty-four (24) months from the expiration of the previous term or until the achievement of the maximum value of the term, whichever occurs first. The maximum value of each option term shall be \$4,000,000 plus any carry over amounts from the initial term or any option term(s). The maximum value of the contract shall not exceed \$12,000,000 over a six (6) year period.
3. An option term shall be exercised by written notice to the Contractor.
4. If, at the expiration of a Contract term, any money remains, that money will be carried over to the next term.

## **VIII. STANDARDS OF PERFORMANCE**

1. Job Order Contracting is a performance based contracting system. Once the Contractor has been issued Job Orders equal to the Minimum Contract Amount, CCC is under no further obligation to issue additional Job Orders. If the need exists and the Contractor has met the following performance standards CCC may continue to issue Job Orders up to the potential Maximum Contract Amount. The continuation of the Contract and execution of option terms will depend upon the Contractor's performance in the following performance standards.
  - a. Submission of the Contractor's Price Proposal and Job Order Proposal Package: The Contractor shall submit Price Proposals in accordance with Article III.B.5 of these JOC General Conditions and the Job Order Proposal Package in accordance with Article III.B.7 of these JOC General Conditions. The Contractor shall submit Price Proposals on or before the date so indicated on the RFPP and the Job Order Proposal Package within the time period so indicated in Article III.B.7. Failure to submit the above Proposals within the time so stipulated by CCC will be considered an event of non-performance.
  - b. Quality of the Contractor's Price Proposal and Job Order Proposal: The

Contractor, in preparation of its Price Proposal, shall select only those tasks from the CTC® that are required to accomplish the project's Scope of Work at the required quantity. Failure of the Contractor to justify its selection of tasks at the selected quantities will be considered an event of non-performance. The Contractor is expected to submit Price Proposals correct the first time. However CCC recognizes that some adjustments might have to be made to the Price Proposal after review by CCC. Therefore, CCC will consider a quality Price Proposal as one that can be approved on the first or second submission. If corrections are not made to the satisfaction of CCC after the second submitted Price Proposal, this will be considered an event of non-performance. The Contractor, in preparation of its Job Order Proposal Package, shall include all the documents in accordance with Article III.B.7 of these JOC General Conditions. Failure to submit complete and accurate Job Order Proposal Packages the first time will be considered an event of non-performance

- c. Quality of Construction: The Contractor shall perform the construction work in accordance with the Contract Documents and perform any Work according to the Specifications. Failure of the Contractor to perform the construction work in accordance with the Contract Documents and to the level of CCC's satisfaction will be considered an event of non-performance.
- d. Timely Construction: As requested by CCC, the Contractor shall mobilize all trades and subcontractors so construction starts in a by CCC's requested start date. During the course of construction, the Contractor shall perform the work in a manner so that the agreed upon schedule and completion date remain intact. If, for any reason, delays are incurred, the Contractor shall take necessary steps to expedite construction as to make up for any lost time. The Contractor shall perform any punch list Work in a timely manner. Failure of the Contractor to perform all construction related activities in a timely manner will be considered an event of non-performance.
- e. Achievement of M/WBE Goals: The Contractor shall follow the M/WBE Participation Plan, Appendix I and meet or exceed the Contract's M/WBE goals. The Contractor is required to export all proposed subcontractors to City Colleges of Chicago in eGordian® with M/WBE status of each subcontractor and an actual dollar amount. The Contractor is required to export all MWBE subcontractors dollar amounts to the City Colleges of Chicago in eGordian® at the time the submission of their price proposal. As requested by CCC, the Contractor shall submit a monthly report of accumulative and monthly M/WBE performance. Failure of the Contractor to make a good faith effort to meet the Contract's M/WBE goals will be considered to be an event of Non-performance.

## **IX. MODIFICATIONS TO THE M/WBE CONTRACT PARTICIPATION PLAN**

### **A. Submission of Schedules and Letters of Certification**

- 1. Schedule A, Schedule C (1 & 2) and Schedule D, and the Letters of Certification are to be submitted with each Job Order Proposal Package rather than with the Bidder's Bid.

### **B. Reporting M/WBE Participation**

- 1. As requested by CCC, the Contractor shall provide CCC a report using CCC's JOC software, eGordian®, showing the accumulative percentage of M/WBE participation accomplished. CCC will provide the report format to the Contractor. Failure to provide the report may result in immediate termination of the Contract.

### **C. Determining Compliance**

- 1. Contract compliance with the M/WBE participation goals will be continuously monitored based on the current value of contract expenditures through the report in paragraph B above.

2. If the monthly report reveals that the M/WBE participation goals are not being achieved, the Contractor shall submit with the report the various schedules required in the M/WBE Contract Participation Plan contained in Appendix I, and a letter describing how the Contractor intends to achieve compliance.
3. Failure to correct deficiencies may result in a Chief Procurement Officer's determination to suspend issuance of future Job Orders, termination of the Contract and suspension of the Contractor's eligibility to enter into future contracting opportunities with CCC,

**D. M/WBE Commitment**

1. The successful bidder must make a good faith effort to comply with M/WBE goal of no less than 25% subcontracted to MBE firms and no less than 7% subcontracted to WBE firms.

**X. LICENSING AGREEMENT**

- A.** Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their statewide JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software Applications, construction cost data, and Construction Task Catalog®, which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, subcontractor lists, and other requirements specified by Owner. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee (License Fee) on all Job Orders issued to obtain access to the Gordian JOC Solution™. The License Fee is to be included in the Contractor's Adjustment Factors.

**END OF SECTION**