

SECTION 00 73 00 SUPPLEMENTAL CONDITIONS

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1. TIME FOR PERFORMANCE

- 1.1. The Board will issue a Notice of Award which will determine the Base Contract Price, and establish the date from which the time of performance by the General Contractor begins to run. Within seven (7) days following the issuance of the Notice of Award, the Contractor is to furnish the specified Performance and Payment Bond and insurance certificates to the Board. Any delay by the Contractor in returning the signed Contract, together with the required Performance and Payment Bond and evidence of insurance coverage, does not extend the time for performance.
- 1.2. The Contractor must under no circumstances commence the Work until the Contractor has been issued the Notice to Proceed by the Board.
- 1.3. Following Notice to Proceed, Contractor shall not mobilize on-site until the date indicated in Section 01 14 11 Construction Operations Plan unless given prior written authorization from the Board or Board's Representative.
- 1.4. Contractor must achieve Preliminary Acceptance of all Work by the date indicated in Section 01 14 11 Construction Operations Plan.
- 1.5. Contractor must achieve Final Acceptance of all Work no later than by the date indicated in Section 01 14 11 Construction Operations Plan.

2. LIQUIDATED DAMAGES

- 2.1. Contractor acknowledges that TIME IS OF THE ESSENCE under this Contract. The date specified for completion of Work to be done under the Contract is an essential condition of this Contract. Contractor must begin the Work specified in this Contract immediately upon receipt of a Notice to Proceed.
- 2.2. The Contractor must execute the Work regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion of the Work by the date specified. Contractor represents that the specified time for the completion of the Work is reasonable and achievable. If the Contractor neglects, fails or refuses to complete the Work within the time specified under the Contract, or any proper extension of it granted by the Board, Contractor acknowledges that the Board will suffer damages that are difficult to calculate, including but not limited to delays in opening the school(s), additional supervisory and administrative expenses, and therefore,

the Contractor acknowledges and accepts, as a part consideration to the Board for the awarding of this Contract to pay to the Board the amount of \$1,000 a day, not as a penalty but as liquidated damages for Contractor's breach for each and every day that the Contractor neglects, fails, or refuses to timely complete the Work.

- 2.3. The Board may recover these liquidated damages by deducting the amount of them out of any monies due or that may become due the Contractor.

3. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

- 3.1. The Board will furnish an electronic copy of the Drawings and Specifications to the Contractor for the execution of the Work. The Contractor shall obtain printed copies by paying the printing cost for those copies.

4. ASSIGNED CONTRACTS

- 4.1. Separate bids for work to be assigned may be taken by the Board and such work may be assigned to the Contractor.
- 4.2. Upon an assignment, the Contractor is responsible for progress of the Work and as fully responsible to the Board for acts and omissions of the assigned Subcontractors and all persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of Subcontractors with whom it has directly entered into subcontracts for other portions of the work.
- 4.3. The Contractor is responsible for advising the Board in processing progress and final payment requests of the assigned Subcontractor.

5. CONTRACTOR/SUBCONTRACTOR INSURANCE

- 5.1. The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the minimum insurance coverages and requirements specified in General Contracting Services Agreement between the Board and General Contractor dated as of January 1, 2017, insuring all operations related to the Contract. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Contractor shall submit to the Board satisfactory evidence of insurance coverage and, upon request, shall promptly provide a certified copy of any applicable policy of insurance.
- 5.2. At no additional cost to the Board, the Board's Representatives, Construction Managers, Program Managers, Architect/Engineer of Record, and other consultants may request to be named as additional insureds to Contractor's policy and must be responsible for monitoring their additional insured compliance. In accordance with the General Contracting Services Master Agreement, the Contractor shall have its Commercial General Liability Insurance, Automobile Liability, and Umbrella/Excess Insurance policies endorsed to provide that the following are named as additional insureds on a primary basis without recourse or right of contribution from these same parties. The Contractor agrees that insurers waive their right of subrogation against the named additional insureds.

Arcadis Design & Consultancy	Infrastructure Engineering Inc.
Bauer Latoza Studio Ltd. dba Arda Design	Jacobs Project Management Company
bKL Architecture LLC	K+P Advisory
Burnham Nationwide	Kristine Fallon Associates, Inc. dba KFA
Clarity Partners	LCM Architects
Comprehensive Construction Consulting, Inc.	McKissack & McKissack
Cotter Consulting, Inc.	Onyx Architectural Services, Inc.
DSR Group, Inc.	Perry & Associates, LLC

Primera Engineers, Ltd.
SP Murphy Business Consulting

Technologica Consulting

6. GENERAL SAFETY GUIDELINES

- 6.1. Contractor shall be solely responsible for safety on the Site. Contractor shall adhere to any and all safety related requests by the Board and the Board's Representatives, including submission of Contractor's Safety Manual and a Site specific safety plan.
- 6.2. Contractor, both directly and indirectly through its Subcontractors, shall continuously protect the Work and the Board's property from damage, injury or loss arising in connection with operations under the Contract Documents. Contractor shall make good any such damage, injury or loss. Contractor is responsible for Site security. Dogs or other animals are not allowed.
- 6.3. Contractor, both directly and indirectly through its Subcontractors, shall take all necessary precautions to ensure the safety of the public and workers on the Site, and to prevent accidents or injury to any persons on, about, or adjacent to the Site where the Work is being performed.
- 6.4. Contractor shall comply with all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents. Contractor, and its Subcontractors, shall cooperate with any other contractor that may be performing work on the Site, including, but not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Contractor and its Subcontractors, shall provide the Board with their Exposure Control Plan, Hazard (HazMat) Communications Plan and other safety related documents and programs.
- 6.5. Contractor shall erect and properly maintain, at all times, as required by laws and regulations and the conditions and progress of the Work, proper safeguards for the protection of workers, staff, students, and the public. Proper safeguards include, but are not limited to, eight (8) foot tall temporary chain link fencing around all areas of demolition activity, warning signage, protective scaffolding, temporary partitions around areas of work and all other actions necessary to protect workers, staff, students, and the public. If such proper safeguard are not taken by the Contractor, the Board reserves the right (without incurring any obligation whatsoever and without limiting any other right or remedy which the Board may have under this Agreement or at law or equity) to take such action as necessary to so protect workers, staff, students and the public and to back-charge the Contractor for the cost thereof. Work must be coordinated with school staff. Appropriate precautions must be taken when Work is performed when school is in session and/or students are on a Site. Extra hazardous work shall not be performed when school is in session and/or students are on a Site.
- 6.6. In an emergency affecting the safety of life, the Work, or adjoining property, Contractor, without special instructions or authorization from the Architect/Engineer of Record or the Board, is permitted to act, at its discretion, to prevent the threatened loss or injury.
- 6.7. Contractor shall protect private and public property adjacent to the Work, including all streets, sidewalks, landscape and planting areas, trees, light poles, hydrants and concealed or exposed utilities of every description affected by or adjacent to the Work. If the items are damaged by Contractor or its Subcontractors, Contractor shall make all necessary repairs to or replacements of them at no cost to the Board.
- 6.8. If, in the opinion of the Board, Contractor's Work endangers adjoining property or persons, upon written notice from the Board to the Contractor, the Work shall be stopped and the method of operation changed in a manner acceptable to the Board. Contractor acknowledges and agrees that it shall be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.
- 6.9. When performing the Work, Contractor shall comply with the Construction Operations Phasing Plan and Schedule included in the Contract Documents.
- 6.10. Contractor shall remove all snow and ice as may be required for the proper protection and/or prosecution of the Work. Contractor shall, at all time, provide and maintain adequate protection

against weather (including, but not limited to rain, winds, storms, snow, sleet, frost or heat) so as to preserve and keep all Work, material, equipment, apparatus and fixtures free from injury or damage.

- 6.11. Adequate precautions shall be taken against fire throughout all Contractors and Subcontractors operations. Flammable material shall be kept at an absolute minimum and, if any, shall be properly handled and stored. Except as otherwise provided in the Contract Documents, Contractor shall not permit fires to be built or open salamanders to be used in any part of the Work.
- 6.12. Contractor shall provide and maintain adequate protection for all properties adjacent to the Site. When required by law or for the safety of the Work, Contractor shall shore up, brace, underpin and protect as necessary, adjacent pavements, foundations and other portions of existing structures that are in any way affected by the operations under the Contract Documents. Contractor, before beginning any part of the Work, shall give any required notices to any adjoining landowner or other parties.
- 6.13. Contractor shall cooperate with any other contractor that may be performing work in the Site in connection with the compliance with regulations of OSHA and all other federal, state, and municipal laws, rules and regulations relating to job site safety and practice including, as may be relevant, appealing decisions, correcting work within abatement periods, appealing or requesting extension on abatement periods when work has been done by other contractors and furnishing the supporting information or material as may be necessary to fully protect the rights of the Board, its representatives and other contractors on pending or prospective violation orders.
- 6.14. Contractor shall keep work site in a broom clean condition, free of dust and debris at all times. Failure to provide adequate daily cleaning of the jobsite will result in back-charges to the Contractor should CPS decide to have another company perform required daily cleaning.
- 6.15. Unless otherwise noted, all existing fixtures, furniture, and equipment, shall be carefully removed by Contractor to a nearby area, protected from damage of any kind, before Work begins in that area. Contractor shall return the items to the originally designated place at the finish of the Work in same condition.
- 6.16. For electronic or utility hook-ups, the Board shall be notified a minimum of 72 hours in advance, and allowed sufficient time to disconnect items before removal. Hook-ups shall be reconnected by the Board after replacement of furniture and equipment by Contractor.
- 6.17. The Contractor shall employ one competent superintendent and necessary assistant personnel consistent with the size and complexity of the bid package.
- 6.18. The Contractor shall maintain a written policy regarding drug and/or alcohol testing of employees and shall implement such policy at any time that the Contractor, or any of the Contractor's supervisory personnel, forms a reasonable suspicion that such testing may have a positive result. The said policy shall also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to ensure that all subcontractors on the Project maintain and implement similar testing policies, the Contractor shall require a similar written policy in each subcontract.
 - 6.18.1. If the results of any test described hereinabove are positive, the Board reserves the right to require the removal from the work site, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

7. ILLINOIS PREVAILING WAGE ACT

- 7.1. The Contractor must adhere to the Illinois Prevailing Wage Act.

8. CPS STUDENT INTERNSHIP INITIATIVES

- 8.1. As indicated in the General Contracting Services Agreement between the Board and General Contractor dated as of January 1, 2017, this project will be required to meet the following Job Shadow and Internship minimums:
 - 8.1.1.CPS Student Internship Job Shadow Initiative: 0 Job Shadow Days
 - 8.1.2.CPS Student Internship Initiative: **XX** Internship positions at **XXX** hours each
 - 8.1.3.CPS at its discretion may elect to pay the CPS student directly. In the case that CPS does elect to pay the student directly, a credit Bulletin / Change Order will be processed in the amount of \$20 x 160 hours or \$3,200 per student intern position. All other terms and conditions of the General Contracting Service Master Agreement as it pertains to the CPS Student Internship Initiative would remain unchanged.

~~~~~ PROJECT NOTE ~~~~~

"ILLINOIS WORKS JOBS PROGRAM ACT" ARTICLE BELOW ONLY APPLIES TO PROJECTS RECEIVING ILLINOIS DCEO GRANT FUNDS. TEXT TO BE REMOVED FOLLOWING REVIEW BY THE DESIGN MANAGER/CONSTRUCTION MANAGER FOR THE PROJECT. AOR/EOR TO COORDINATE ACCORDINGLY.

~~~ END OF PROJECT NOTE ~~~

9. ILLINOIS WORKS JOBS PROGRAM ACT

- 9.1. The Contractor must adhere to the Illinois Works Jobs Program Act.
- 9.2. **STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) GRANT – ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS**
- 9.3. The definition of apprentice and apprentice program are as intended on the Illinois Works Jobs Program Act and the follows:
 - 9.3.1."**Apprentice**": a participant in an apprenticeship program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
 - 9.3.2."**Apprentice program**": an apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
- 9.4. The contractor shall meet all requirements of the Illinois Works Jobs Program Act (30 ILCS 559/ 20-20 to 20-25), the applicable administrative rules at 14 Ill. Admin. Code Part 680, and as set forth herein.
 - 9.4.1.The contractor and all subcontractors are required to utilize apprentices to perform 10% of the labor hours per Wage Classification worked on the project.

~~~~~ PROJECT NOTE ~~~~~

INDICATE "FULL" OR "PARTIAL" BELOW. IF "PARTIAL," CONFIRM AFFECTED TRADES WITH GRANT MANAGER LEAD.

~~~ END OF PROJECT NOTE ~~~

- 9.4.2.IL Works 10% Apprenticeship Requirement: **XX** project.
- 9.5. At the time of the bid, the contractor shall submit a table showing the breakdown of all labor hours organized according to the state Prevailing Wage Classifications for Cook County and as required by the IL Department of Labor. Prevailing wage classifications can be found from the

IL Department of Labor. Please visit: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> for classification information.

9.5.1. The table submitted by the contractor shall follow the format shown on the table below:

Prevailing Wage Classification	Estimated Total Hours
Classification X	XX # of hours
Classification Y	YY # of hours

Please note that the table above should contain the TOTAL estimated number of hours per wage classification and not the apprenticeship hours.

9.6. The Contractor is required to submit monthly performance reports as required by CPS and on a format acceptable to CPS as shown below:

Illinois Works Apprenticeship Initiative Periodic Grantee Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project. Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

[illegible]

~~~~~ **PROJECT NOTE** ~~~~~

“UTILITY INCENTIVE INITIATIVE” ARTICLE BELOW ONLY APPLIES TO PROJECTS INSTALLING INCENTIVIZED MEP EQUIPMENT AND PURSUING UTILITY REBATES. TEXT TO BE REMOVED FOLLOWING REVIEW BY THE DESIGN MANAGER/PROJECT MANAGER FOR THE PROJECT. AOR/EOR TO COORDINATE ACCORDINGLY.

~~~ **END OF PROJECT NOTE** ~~~

10. UTILITY INCENTIVE INITIATIVES

- 10.1. The Board participates in incentive programs executed by public utilities that issue rebates for energy efficient measures funded by regulatory fees and assessments.
- 10.2. Where energy efficient measures are required, the Contractor shall comply with all requirements of the Illinois Public Utilities Act (220 ILCS 5/16-128B), the applicable administrative rules at 83 Ill. Admin. Code Part 462, and as set forth herein.
- 10.3. Definitions per the Illinois Public Utilities Act are as follows:
 - 10.3.1. **"Commission"**: the Illinois Commerce Commission is the regulatory agency responsible for oversight.
 - 10.3.2. **"Installer"**: a company or individual contracted by the Contractor and registered with the Illinois Commerce Commission to perform installations of energy efficiency measures.
 - 10.3.3. **"Energy Efficiency Measure"**: Work that reduces the amount of electricity or natural gas required to achieve a given end use.
 - 10.3.4. **"Qualified Person"**: person licensed to do business in the State of Illinois who will comply with applicable building, electrical codes (including NEC), and manufacturer's installation instructions.
- 10.4. The Contractor is responsible for ensuring that only a qualified person that is certified by the Commission performs energy efficiency measures installations.
 - 10.4.1. At the time of the Bid, the Contractor shall identify the Installer proposed to perform the incentivized Work. Documentation of current certification shall be submitted with the Bid.
 - 10.4.2. The Contractor shall ensure the Installer maintains good standing with the Commission through Final Acceptance of all Work. Annual recertification, including submission of Recertification Report and payment of applicable fees, is required by June 1 of each year and shall be the responsibility of the Contractor.
 - 10.4.3. If the Contractor's chosen Installer fails to provide certification documentation at the time of Bid or to maintain good standing with the Commission through Final Acceptance of all Work, the Board reserves the right to require the Installer to obtain recertification at no additional cost to the Board or direct the Contractor to retain, at its own expense, another Installer holding a currency certification to perform the energy efficiency measure.
- 10.5. For application and installer requirements, please visit:
<https://www.icc.illinois.gov/authority/energy-efficiency-measures-installer>.

END OF SECTION