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REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF CHICAGO

AND

SPERTUS COLLEGE OF JUDAICA,
dba SPERTUS INSTITUTE OF JEWISH STUDIES

This agreement was prepared by
and after recording return to:
Adam R. Walker, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

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LIST OF EXHIBITS

Exhibit A	*Redevelopment Area
Exhibit B	*Property
Exhibit C	*TIF-Eligible Improvements
Exhibit D#	Redevelopment Plan
Exhibit E#	Construction Contract
Exhibit F	n/a
Exhibit G	*Permitted Liens
Exhibit H-1	*Project Budget
Exhibit H-2	*MBE/WBE Budget
Exhibit I#	Approved Prior Expenditures
Exhibit J	Opinion of Developer's Counsel
Exhibit K	n/a
Exhibit L	Requisition Form
Exhibit M	n/a
Exhibit N	*Public Benefits Program
Exhibit O	Form of Subordination Agreement

* indicates which exhibits are to be recorded.

indicates which exhibits will not be included in the ordinance packet

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SPERTUS COLLEGE OF JUDAICA,
dba SPERTUS INSTITUTE OF JEWISH STUDIES
REDEVELOPMENT AGREEMENT

This Spertus College of Judaica, dba Spertus Institute of Jewish Studies Redevelopment Agreement (this “**Agreement**”) is made as of this 21st day of December, 2007 by and between the City of Chicago, an Illinois municipal corporation (the “**City**”), through its Department of Planning and Development (“**DPD**”), and Spertus College of Judaica, dba Spertus Institute of Jewish Studies, an Illinois not-for-profit corporation (the “**Developer**”).

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the “**State**”), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants and, pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the **Tax Increment Allocation Redevelopment Act**, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the “Act”), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the “City Council”) originally adopted various ordinances on November 28, 1990 creating the Central Station Area Tax Increment Redevelopment Project Area (the “Original Redevelopment Project Area”) and adopting tax increment allocation financing for said Area. The Original Redevelopment Project Area was amended, expanded and renamed in the following ordinances adopted on August 3, 1994: (1) “An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Near South Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act”; (2) “An Ordinance of the City of Chicago, Illinois Designating the Near South Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act”; and (3) “An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Near South Redevelopment Project Area” (the “TIF Adoption Ordinance”) (all of the above collectively referred to herein as the “TIF Ordinances”). The redevelopment project area referred to above (the “Redevelopment Area”) is legally described in **Exhibit A** hereto.

D. The Project: The Developer has purchased (the “Acquisition”) certain property located within the Redevelopment Area at 610 S. Michigan Avenue, Chicago, Illinois 60605 and legally described on **Exhibit B** hereto (the “Property”), and, within the time frames set forth in **Section 3.01** hereof, shall commence and complete construction of a new, approximately 10-story, 138,000 square foot college, museum and library building (the “Facility”) thereon.

The Facility will include, at minimum, the following components:

- Green Roof (as defined herein) covering at least 50% of the gross roof area, less skylights, elevator penthouse, mechanical penthouse, and roof-mounted air-handling equipment (approximately 6,250 square feet)
- Lower Level: utility, electrical, mechanical and other non-public building support and infrastructure
- Ground floor: Lobby and bookstore
- 2nd and 3rd Floors: approximately 400-seat auditorium
- 3rd, 4th, and 7th floors: Spertus College classrooms and the Learning Center (part of the Museum)
- 5th, and 6th Floors: administration for College, Museum and Library
- 7th and 8th Floors: Asher Library
- 9th and 10th floors: Spertus Museum and multi-purpose spaces

The Facility and related improvements (including but not limited to those TIF-Eligible Improvements as defined below and set forth on **Exhibit C**) are collectively referred to herein as the “**Project**.” The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Near South Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the “**Redevelopment Plan**”) attached hereto as **Exhibit D**.

F. City Financing: The City agrees to use, in the amounts set forth in **Section 4.03** hereof, (i) a portion of the proceeds (“**Bond Proceeds**”) of its Near South Tax Increment Allocation Bonds, Series 1999A and B, or its Near South Junior Lien Tax Increment Allocation Bonds, Series 2001A and B (the “**Bonds**”) issued pursuant to ordinances adopted by the City Council on November 18, 1998 and March 28, 2001 (the “**Bond Ordinances**”), and/or (ii) Available Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Eligible Improvements pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

“**Act**” shall have the meaning set forth in the Recitals hereof.

“**Actual residents of the City**” shall have the meaning set forth in **Section 10.02** hereof.

“**Acquisition**” shall have the meaning set forth in the Recitals hereof.

“**Affiliate**” shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Available Incremental Taxes" shall mean an amount equal to the Incremental Taxes on deposit in the Near South Special Tax Allocation Fund as of June 30 in the calendar year during which the Requisition Form is received by the City, less the sum of the amounts of any Bond repayment obligations arising during the same calendar year and the amounts of any other obligations affecting the Incremental Taxes during the same calendar year.

"Bond Ordinances" shall have the meaning set forth in the Recitals hereof.

"Bond Proceeds" shall have the meaning set forth in the Recitals hereof.

"Bonds" shall have the meaning set forth in the Recitals hereof.

"Certificate" shall mean the Certificate of Completion of Construction described in **Section 7.01** hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in **Sections 3.02 and 3.03**.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds described in **Section 4.03(b)** hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Commissioner" shall mean the Commissioner of the City's Department of Planning and Development.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as **Exhibit E**, that has been entered into between the Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in **Section 10** hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 *et seq.*); (ii) any so-called **"Superfund"** or **"Superlien"** law; (iii) the Hazardous Materials Transportation Act (49 U.S.C.

Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago, including but not limited to the Municipal Code of Chicago, Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560.

“**Equity**” shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in **Section 4.01** hereof, which amount may be increased pursuant to **Section 4.06** (Cost Overruns).

“**Event of Default**” shall have the meaning set forth in **Section 15** hereof.

“**Facility**” shall have the meaning set forth in the Recitals hereof.

“**Financial Statements**” shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

“**General Contractor**” shall mean W.E. O’Neil Construction Co. or such other contractor as may be approved by the City.

“**Green Roof**” shall mean an approximately four-inch deep modular system consisting of a root anti-penetration layer, a drainage layer, a water filter mat, a growing medium and drought-tolerant plants, located on top of and covering at least 50% of the main roof of the Facility, and that is designed to be low-maintenance and to provide living plants thereon.

“**Hazardous Materials**” shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

“**Human Rights Ordinance**” shall have the meaning set forth in **Section 10** hereof.

“**Incremental Taxes**” shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Near South Special Tax Allocation Fund for the Area established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

“**Lender Financing**” shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in **Section 4.01** hereof.

“**MBE(s)**” shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

“**MBE/WBE Budget**” shall mean the budget attached hereto as **Exhibit H-2**, as described in **Section 10.03**.

“**Municipal Code**” shall mean the Municipal Code of the City of Chicago.

“**Net Project Costs**” shall have the meaning set forth in **Section 4.03(b)** hereof.

“**Near South TIF Fund**” shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

“**New Mortgage**” shall have the meaning set forth in **Section 16** hereof.

“**Non-Governmental Charges**” shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

“**Occupancy Period**” shall mean the period of time commencing on the Closing Date and continuing for 10 years thereafter.

“**Permitted Liens**” shall mean those liens and encumbrances against the Property and/or the Project set forth on **Exhibit G** hereto.

“**Permitted Mortgage**” shall have the meaning set forth in **Section 16** hereof.

“**Plans and Specifications**” shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

“**Prior Expenditure(s)**” shall have the meaning set forth in **Section 4.05(a)** hereof.

“**Project**” shall have the meaning set forth in the Recitals hereof.

“**Project Budget**” shall mean the budget attached hereto as **Exhibit H-1**, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with **Section 3.03** hereof.

“**Property**” shall have the meaning set forth in the Recitals hereof.

“**Redevelopment Area**” shall have the meaning set forth in the Recitals hereof.

“**Redevelopment Plan**” shall have the meaning set forth in the Recitals hereof.

“**Redevelopment Project Costs**” shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

“**Requisition Form**” shall mean the document, in the form attached hereto as **Exhibit L**, to be delivered by the Developer to DPD pursuant to **Section 4.04** of this Agreement.

“**Scope Drawings**” shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

“**Survey**” shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

“**Term of the Agreement**” shall mean the period of time commencing on the Closing Date and ending on December 31, 2014.

“**TIF Adoption Ordinance**” shall have the meaning set forth in the Recitals hereof.

“**TIF-Eligible Improvements**” shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. **Exhibit C** lists the TIF-Eligible Improvements for the Project.

“**TIF Ordinances**” shall have the meaning set forth in the Recitals hereof.

“**Title Company**” shall mean Chicago Title Insurance Company.

“**Title Policy**” shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with

respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

“**WARN Act**” shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

“**WBE(s)**” shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. The Developer has commenced construction of the Project and intends to complete construction and conduct business operations therein no later than December 31, 2007, subject to the provisions of **Section 18.17** of this Agreement. The Project shall be carried out substantially in accordance with the Plans and Specifications for the Project.

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to **Section 3.04** hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$57,700,000. The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs, and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to **Section 3.04** hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to DPD concurrently with the progress reports described in **Section 3.07** hereof; provided, that any Change Order (or combination of Change Orders) relating to any of the following must be submitted by the Developer to DPD for DPD's prior written approval: (a) a cumulative reduction of 5% or more in the gross or net square footage of the Facility; (b) a cumulative increase of 5% or more in the

Project Budget; (c) a change in the use of the Property to a use other than museum, college and library, and administrative offices for same; or (d) a delay in the completion of the Project (including the Green Roof) by more than six months past December 31, 2007. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval (to the extent required in this section).

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of **Section 5.03** (Other Governmental Approvals) hereof. The Developer warrants hereby that it has obtained all necessary permits and approvals for the commencement of construction of the Project (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date beyond June 30, 2008 being considered a Change Order, requiring DPD's written approval pursuant to **Section 3.04**). The written quarterly progress reports shall include duplicates of applicable support documentation verifying the disbursement and receipt of overall Project funds (i.e. invoices, canceled checks, partial and final waivers-of-lien, etc.). Also, Developer shall provide, or cause its general contractor to provide, monthly reports to DPD on MBE/WBE utilization, prevailing wage and City residency based on expenditures to-date, which report shall include, if applicable, a plan by the Developer to address any shortfalls. The City retains the right to review construction-related draw requests which must be accompanied by, among other things, invoices, canceled checks, lien waivers owner's sworn statement, general contractor's sworn statement and MBE/WBE subcontractor contract amounts and certification letters as a prerequisite to disbursement. The Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project.

3.09 Barricades. The Developer has installed a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project (“Total Project Cost”) is estimated to be not less than Fifty Seven Million Seven Hundred Thousand and 00/100 Dollars (\$57,700,000) to be applied in the manner set forth in the Project Budget. Such Total Project Cost shall be funded from the following sources only:

Equity (subject to Section 4.05(a))	\$20,000,000
Lender Financing	\$37,700,000
ESTIMATED TOTAL PROJECT COST	\$ 57,700,000

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) **Uses of City Funds.** City Funds may only be used to reimburse the Developer for costs of TIF-Eligible Improvements that constitute Redevelopment Project Costs. **Exhibit C** sets forth, by line item, the TIF-Eligible Improvements for the Project, and the maximum amount of

costs that may be reimbursed from City Funds for each line item therein (subject to **Section 4.03(b)**), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to the Developer hereunder prior to the issuance of a Certificate.

(b) **Source and Amount of City Funds.** Subject to the terms and conditions of this Agreement, including but not limited to this **Section 4.03** and **Section 5** hereof, the City hereby agrees to provide City funds from the sources and in the maximum amount described directly below (the “**City Funds**”) to pay for or reimburse the Developer for the costs of the TIF-Eligible Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Bond Proceeds or Available Incremental Taxes	\$3,000,000

provided, however, that if actual total Net Project Costs (which is defined for the purpose of this **Section 4.03(b)** to be the Total Project Cost less the furniture, fixtures and equipment and artwork of the Project and the fixturing, equipment and interior construction for the Spertus Store) are less than \$55,065,986, then the Maximum Amount of City Funds provided under this Redevelopment Agreement shall be reduced by 75 cents for every one dollar reduction in Net Project Costs below \$55,065,986.

(c) **Disbursement of City Funds.** Within 60 days following the issuance of the Certificate, the City shall pay the City Funds in a lump sum to Developer as reimbursement for any TIF-Eligible Improvements. The payment of City Funds shall be contingent upon the following:

(i) the receipt by DPD of a Requisition Form and documentation satisfactory in form and substance to DPD (and the parties hereby agree that Developer will in good faith strive to render the documentation of cancelled checks, lien waivers and related schedules in ways that match the budget categories set forth on **Exhibit H-1** hereof) evidencing such cost and its eligibility as a Redevelopment Project Cost;

(ii) the City shall have issued the Certificate;

(iii) the City shall have determined that the Developer has satisfied the MBE/WBE requirements applicable to the Project as set forth in **Section 10.03** hereof;

(iv) the City shall have determined that the Developer has satisfied the City resident hiring and prevailing wage requirements applicable to the Project (as set forth in **Sections 10.02 and 8.09** hereof, respectively) or, if the City determines that the City resident hiring requirements were not satisfied, the City shall have been paid all amounts due under **Section 10.02**; and

(v) the Developer shall have complied with all other requirements of **Section 4.05**.

4.04 Requisition Form. After the Certificate is issued to Developer, the Developer shall provide DPD with a Requisition Form, along with the documentation described therein, in order to request disbursement of the City Funds.

4.05 Treatment of Prior Expenditures; Allocation Among Line Items.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the “**Prior Expenditures**”). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. **Exhibit I** hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Eligible Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to **Section 4.01** hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to TIF-Eligible Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another requiring the prior written consent of DPD; provided, however, that such transfers among line items, in an amount not to exceed \$25,000 or \$100,000 in the aggregate, may be made without the prior written consent of DPD.

4.06 Cost Overruns. If the aggregate cost of the TIF-Eligible Improvements exceeds City Funds available pursuant to **Section 4.03** hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Eligible Improvements in excess of City Funds and of completing the Project.

4.07 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer’s compliance with the provisions of this Agreement.

4.08 Cost of Issuance. The Developer shall be responsible for paying all costs relating to the recordation of this Agreement and for the opinion described in Section 5.09 hereof.

SECTION 5. CONDITIONS PRECEDENT TO CLOSING

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. The Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer has submitted to DPD, and DPD previously has approved pursuant to Section 3.02, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project. The Developer has delivered to DPD a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developer's name, as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search

Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, has insured the Property in accordance with **Section 12** hereof, and has delivered certificates required pursuant to **Section 12** hereof evidencing the required coverages to DPD.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as **Exhibit J**, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in **Exhibit J** hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of **Section 4.05(a)** hereof.

5.11 Financial Statements. The Developer has provided Financial Statements to DPD for its most recent fiscal year and the two prior fiscal years thereto, and audited or unaudited interim financial statements for the current fiscal year.

5.12 Documentation. The Developer shall have provided evidence satisfactory to DPD, in its sole discretion, with respect to its ability to satisfy MBE/WBE and City resident employment standards. Such documentation shall include, without limitation, an MBE/WBE utilization plan, including Schedules C and D, and evidence of the General Contractor's having met with, and having provided bid documents to, applicable MBE/WBE contractors and subcontractors.

5.13 Environmental. The Developer has provided DPD with copies of that certain Phase I Environmental Assessment completed with respect to the Property dated September 9, 1999 and prepared by Mostardi Platt Associates, Inc. and that certain Phase II Letter Report dated September 6, 2001 and prepared by Mostardi Platt environmental, as well as other environmental information prepared by Mostardi Platt Associates, Inc. during the period between the issuance

of the Phase I and Phase II documents. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s) authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Leases. The Developer has provided DPD a copy of any leases (executed or proposed) for the Facility.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. The Developer has entered into an agreement with W.E. O'Neil Construction Company as its General Contractor for construction of the Project. The Developer hereby covenants that it shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. For the TIF-Eligible Improvements, the Developer shall cause the General Contractor to select the subcontractors submitting the lowest responsible bids that can complete the Project in a timely manner. If the General Contractor selects any subcontractor submitting other than the lowest responsible bid for the TIF-Eligible Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. The Developer shall submit copies of the Construction Contract to DPD in accordance with **Section 6.02** below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Eligible Improvements shall be provided to DPD within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

6.02 Construction Contract. The Developer has delivered to DPD a copy of the Construction Contract with the General Contractor selected to handle the Project in accordance with **Section 6.01** above, and DPD has approved same.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of **Section 10** hereof.

6.05 Other Provisions. In addition to the requirements of this **Section 6**, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to **Section 3.04** (Change Orders), **Section 8.09** (Prevailing Wage), **Section 10.01(e)** (Employment Opportunity), **Section 10.02** (City Resident Employment Requirement), **Section 10.03** (MBE/WBE Requirements, as applicable), **Section 12** (Insurance) and **Section 14.01** (Books and Records) hereof. For those subcontracts already let by Developer or General Contractor prior to the Closing Date, Developer will use best efforts to cause those subcontracts to be amended to include the provisions set forth in the prior sentence. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Eligible Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction. Upon proof provided to DPD's satisfaction of:

- (i) completion of the construction of the Project (including the Green Roof) in accordance with the terms of this Agreement;
- (ii) certificate of occupancy for the Facility;
- (iii) the establishment of operations by Developer in the Facility in accordance with the terms of this Agreement;
- (iv) Developer having met or exceeded the MBE, WBE, prevailing wage and City residency requirements of this Agreement;
- (v) the actual Total Project Costs of the Project;
- (vi) the actual total Net Project Costs of the Project;

(vii) the actual total TIF-Eligible Improvements expenditures incurred by Developer;

(viii) cancelled checks and lien waivers for all amounts referenced in subsections (v), (vi) and (vii) above; and

(ix) upon the Developer's written request,

then DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project and, upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement (and, as for the covenant to operate the Project, will continue to remain in full force and effect throughout the Occupancy Period) as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at **Section 8.02** (Project completion) and **Section 8.06** (operation of Project) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Occupancy Period notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in **Section 8.02** shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to **Section 18.15** of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project by the date set forth for completion in **Section 3.01** hereof (e.g., December 31, 2007) or any date beyond this in the sole discretion of the Commissioner of DPD in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Eligible Improvements that are public improvements and to pay for the costs of TIF-Eligible Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Eligible Improvements exceeds the amount of City Funds available pursuant to **Section 4.01**, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Eligible Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the Bonds.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is an Illinois not-for-profit corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-

governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of DPD: (1) enter into any transaction outside the ordinary course of the Developer's business; (2) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; (3) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; and, in addition, during the entire Term of this Agreement, Developer shall not do any of the following without the prior written consent of DPD: (4) be a party to any merger, liquidation or consolidation; or (5) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto), except to a wholly-owned subsidiary of the Developer;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City

treasury or pursuant to City ordinance, for services to any City agency (“**City Contract**”) as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term “affiliate,” when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in **Sections 3.02** and **3.03** hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Bond Ordinances, the Scope Drawings, the Plans and Specifications, the Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes (including the current DX-16 zoning) applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to reimburse the Developer for its payment for the TIF-Eligible Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Eligible Improvements (“**Other Bonds**”); provided, however, that any such amendments shall not have a material adverse effect

on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Covenant to Operate the Project. From the first day of its occupancy of the Facility, and continuing for the Occupancy Period, the Developer hereby covenants and agrees to continuously occupy and operate the Facility as an integral part of the Spertus Institute, the Spertus College, the Spertus Museum and the Ascher Library. Each January during the Occupancy Period, the Developer shall provide DPD an affidavit certifying to its continuing observance of the above covenant. (The affidavit may be combined with the public benefits compliance report required at **Section 8.20** hereof.) The covenant set forth in this Section shall run with the land and be binding upon any transferee; provided that, notwithstanding any provision of this Agreement to the contrary, the obligations set forth in this section shall be fully discharged and shall not be applicable if The Northern Trust Company, its successor and assigns, individually and as agent for Harris N.A., or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage following the issuance of the Certificate.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in **Section 10** hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of **Sections 8.09, 10.02 and 10.03** of this Agreement. Such reports shall be delivered to the City monthly until the Project is fully completed. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "**Department**"), to all Project employees engaged in the construction of the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this **Section 8.09**.

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Eligible Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest.

(a) Except as set forth in **Section 8.11(b)** hereof, the Developer represents, warrants and covenants that, pursuant to Section 5/11-74.4-4(n) of the Act, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

(b) Developer's consultant, U.S. Equities, has no direct or indirect ownership or controlling interest in any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for the Developer's fiscal year ended 2005 and each fiscal year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of **Section 12** hereof.

8.15 Non-Governmental Charges. (a) **Payment of Non-Governmental Charges.** Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD,

within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this **Section 8.15**); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or, if one or more such mortgages exist, then the Subordination Agreement set forth in Exhibit O hereto shall be executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recordings. Upon making the recordings, the Developer shall immediately transmit to the City executed

originals of this Agreement and the Subordination Agreement showing the dates and recording numbers of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create, a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) the Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or

releasing any obligation or liability of the Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

8.20 Public Benefits Program. From the first day of its occupancy of the completed Facility, and continuing for the Occupancy Period, the Developer shall provide, free of charge to the City or the general public, the public benefits programs as set forth on **Exhibit N**. Each January during the Occupancy Period, the Developer shall provide DPD a status report describing in detail the Developer's compliance with the public benefits program. (The report may be combined with the annual operations affidavit required at **Section 8.06** hereof.)

8.21 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this **Section 8** and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in **Section 7** hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement (and, as for the covenant to operate the Project, will continue to remain in full force and effect throughout the Occupancy Period).

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this **Section 9** or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors,

subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the “**Employers**” and individually an “**Employer**”) to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the “**Human Rights Ordinance**”). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: 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. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of

these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this **Section 10.01** shall be a basis for the City to pursue remedies under the provisions of **Section 15.02** hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

“**Actual residents of the City**” shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. **Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.**

Nothing herein provided shall be construed to be a limitation upon the “**Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246**” and “**Standard Federal Equal Employment Opportunity, Executive Order 11246**,” or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this **Section 10.02** to be included in all construction contracts and subcontracts related to the Project.

10.03 MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 *et seq.*, Municipal Code of Chicago (the “**Procurement Program**”), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 *et seq.*, Municipal Code of Chicago (the “Construction Program,” and collectively with the Procurement Program, the “**MBE/WBE Program**”), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this **Section 10.03**, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in **Exhibit H-2** hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 24 percent by MBEs.
- (2) At least four percent by WBEs.

(b) For purposes of this **Section 10.03** only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a “**contractor**” and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a “**contract**” or a “**construction contract**” as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, *inter alia*, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment.

The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five Business Days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the Bond Ordinances and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Prior to execution and delivery of this Agreement:

1) Workers Compensation and Employers Liability. Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation

endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) All Risk Property. All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

B. Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

1) Workers Compensation and Employers Liability. Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Railroad Protective Liability. When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

5) All Risk /Builders Risk. When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

6) Professional Liability. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers. When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Contractors Pollution Liability. When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

C. Post Construction:

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

Other Requirements: The Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide

insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an

“Indemnitee,” and collectively the “Indemnitees”) harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer’s failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer’s or any contractor’s failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Eligible Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate of Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer’s failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this **Section 13.01** shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an

authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an “Event of Default” by the Developer hereunder:

- (a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;
- (b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;
- (c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- (d) except as otherwise permitted hereunder, and except for liens or other encumbrances that may arise in the ordinary course of doing business (i.e., UCC filings in connection with office furniture or equipment leases), the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;
- (e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an

Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer that is not dismissed within thirty (30) days, or the indictment of the Developer for any crime (other than a misdemeanor).

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief, the recovery of City Funds already disbursed to Developer, or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period

and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on **Exhibit G** hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the “Existing Mortgages.” Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a “**New Mortgage.**” Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a “**Permitted Mortgage.**” It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with **Section 18.15** hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with **Section 18.15** hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of “the Developer” hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to **Section 7** hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

(d) Notwithstanding any provision hereof to the contrary, the City agrees as follows:

(i) In the event that any mortgagee, prior to the date of issuance of the Certificate, shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, the City agrees that such mortgagee shall have the right to terminate this Agreement, and the City will cooperate with such mortgagee in the recording of a declaration to that effect.

(ii) In the event that any mortgagee, subsequent to the date of issuance of the Certificate, shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, the City agrees that the obligations of **Section 8.06** hereof shall be fully discharged and shall not be binding upon the mortgagee or any transferee and the City will cooperate with such mortgagee or transferee in the recording of a declaration to that effect.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

With Copies To:

City of Chicago
Department of Law
Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, IL 60602

If to the Developer: Spertus Institute
618 S. Michigan Avenue
Chicago, Illinois 60605
Attention: President

With Copies To: Rick Ingram, Esq.
Shefsky & Froelich Ltd.
111 E. Wacker Drive - Ste 2800
Chicago, Illinois 60601

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement **Exhibit D** hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this **Section 18.01** shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in **Sections 10.02 and 10.03** hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the the Bond Ordinances, such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "**Business Relationship**" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

**SPERTUS COLLEGE OF JUDAICA, DBA SPERTUS
INSTITUTE OF JEWISH STUDIES**

By: _____

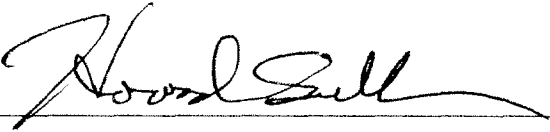
Its: _____

CITY OF CHICAGO, by and through its Department of
Planning and Development

By: Arnold L. Randall
Arnold L. Randall, Commissioner *AR*

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

**SPERTUS COLLEGE OF JUDAICA, DBA SPERTUS
INSTITUTE OF JEWISH STUDIES**

By: 

Its: President

CITY OF CHICAGO, by and through its Department of
Planning and Development

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, BONNIE SOHN, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that HOWARD SULKIN, personally known to me to be the PRESIDENT of Spertus College of Judaica, dba Spertus Institute of Jewish Studies, an Illinois not-for-profit corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

2007 GIVEN under my hand and official seal this 17 day of Dec,

Bonnie Sohn
Notary Public

My Commission Expires 4-11-11

(SEAL)



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, RONALD MOHAMMED, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Arnold L. Randall, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21stth day of DECEMBER,
2007.

Ronald Mohammed
Notary Public

My Commission Expires 6-21-09

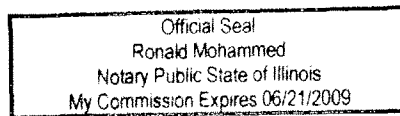


EXHIBIT A

Near South Redevelopment Area

[see attached]

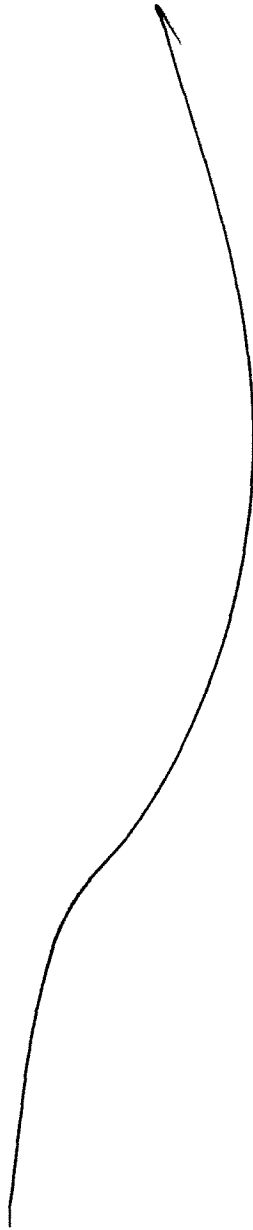


Exhibit "A".

Legal Description.

A tract of land comprised of a part of each of Sections 15, 16, 21 and 22, all in Township 39 North, Range 14 East of the Third Principal Meridian in the

City of Chicago, Cook County, Illinois, which tract of land is bounded and described as follows:

beginning at the intersection of the west line of South Michigan Avenue with the north line of East 11th Street being also the southeast corner of Block 20 in the Fractional Section 15 Addition to Chicago and running; thence east along the eastward extension of said north line of East 11th Street, a distance of 130.00 feet, more or less, to the east line of South Michigan Avenue as improved and occupied; thence north along said east line of South Michigan Avenue to an intersection with the eastward extension of the north line of East 8th Street; thence west along said eastward extension and along the north line of East 8th Street to an intersection with the east line of South Wabash Avenue; thence north along said east line of South Wabash Avenue to an intersection with the south line of East Balbo Avenue; thence east along said south line of East Balbo Avenue and along the eastward extension thereof to an intersection with said east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue and along the northward extension of said east line to an intersection with the eastward extension of the north line of East Congress Parkway; thence west along said eastward extension and along the north line of said East Congress Parkway to the intersection with the east line of South State Street; thence west along a straight line to an intersection with the west line of South State Street and the north line of West Congress Parkway; thence west along the north line of West Congress Parkway to an intersection with the northward extension of the west line of South Plymouth Court; thence south along said northward extension and along the west line of South Plymouth Court to an intersection with the westward extension of the south line of Lot 8 in C.L. & I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago in Section 16, aforesaid; thence east along said westward extension and along the south line of said Lot 8 to an intersection with the west line of the public alley, 12 feet wide, as opened by the City Council Proceedings in said Block 137; thence south along the west line of said public alley and the southward extension thereof to an intersection with the south line of West Harrison Street; thence east along the south line of West Harrison Street to an intersection with the west line of South State Street, said intersection being also the northeast corner of Lot 1 in the subdivision of Block 136 of said School Section Addition to Chicago in Section 16; thence south along said west line of South State Street to an intersection with the westward extension of the south line of Sublot 2 of Lot 3 in Block 15 in Canal Trustees Subdivision of lots in Fractional Section 15 Addition to Chicago; thence east along said westward extension and along said south line of Sublot 2 to an intersection with the west line of the strip of land, 30 feet wide, which runs north and south through said Block 15; thence south along said west line of the strip of land, 30 feet wide, to an intersection with the north line of East 8th Street; thence west along the north line of East 8th Street and along the westward extension thereof to an intersection with the west line of South State Street; thence south

along the west line of South State Street to an intersection with the westward extension of the south line of East 21st Street; thence east along said westward extension and along said south line of East 21st Street to the northwest corner of Lot 1 in Block 28 in Curley's Subdivision of Block 28 of the Assessor's Division of the southwest fractional quarter of said Section 22; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Curley's Subdivision to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and the north line extended east of said south 25 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue being the west line of Block 27 in Curley's Subdivision, aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and the north line extended east of said south 30 feet of Lot 19 to the centerline of the north and south public alley, 12 feet wide, lying east of and adjoining said Lot 19; thence south along said north and south centerline to the centerline extended west of the east and west 25.8 foot wide public alley; thence east along said westward extension and along said centerline of the east and west 25.8 foot wide public alley, and also along the eastward extension thereof, to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line of Lot 6 in said Block 27 and along said north line extended east to the east line of South Michigan Avenue (said east line of South Michigan Avenue being also the west line of Block 26 in said Curley's Subdivision); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the south 25 feet of Lot 12 to the centerline of the north and south public alley, 18 feet wide in said Block 26; thence north along said centerline to the westward extension of the north line of Lot 3 in said Block 26; thence east along said westward extension and along the north line of said Lot 3 and also along the eastward extension thereof, to the east line of South Indiana Avenue (said east line of South Indiana Avenue being also the west line of Block 25 in said Curley's Subdivision); thence north along said east line of South Indiana Avenue to the north line of the south 10 feet of Lot 17 in Block 25 in said Curley's Subdivision); thence east along said north line of the south 10 feet of Lot 17 and along the eastward extension thereof to the east line of the north and south public alley, 18 feet wide in said Block 25; thence south along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line of the south 24.8 feet of Lot 3 and along the eastward extension thereof to the east line of South Prairie Avenue (said east line of South Prairie Avenue being the west line of Block 24 in Curley's Subdivision, aforesaid); thence north along said east line of South Prairie Avenue to the south line of East 21st Street; thence east along the south line of East 21st Street and along the eastward extension thereof to an intersection with the east

line of South Calumet Avenue; thence north along said east line of South Calumet Avenue to an intersection with the original westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said north line extended west, a distance of 186.00 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue, a distance of 84.00 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago, aforesaid; thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20.00 foot wide alley; thence north along said east line of said alley, a distance of 92.00 feet, more or less, to the south line of East 16th Street; thence west along the south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,459.00 feet, more or less, to an intersection with the north line of the south 10.00 feet of Sublot 1 of Lot 12 in Block 21 in Canal Trustee's Subdivision of lots in Fractional Section 15 Addition to Chicago; thence west along said north line of the south 10.00 feet of Sublot 1, a distance of 171.00 feet, more or less, to the east line of the public alley, 20.00 feet wide, in said Block 21; thence north along said east line, a distance of 350.00 feet, more or less, to the south line of Original Lot 1 in Block 21 in the Fractional Section 15 Addition to Chicago; thence east along said south line, a distance of 171.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line and the northward extension thereof, a distance of 146.00 feet, more or less, to the point of beginning.

EXHIBIT B

Legal Description of the Property

[see attached]

THE SOUTH 3.0 FEET OF LOT 1 IN BLOCK 13 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO;

ALSO

SUB-LOTS 1 AND 2 OF LOT 4 IN CANAL TRUSTEES' SUBDIVISION OF LOTS 2, 3, 4, 6 AND 7 IN BLOCK 13 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO;
ALL IN TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
(EXCEPTING FROM SAID PREMISES THE WEST 8.0 FEET TAKEN AND USED FOR ALLEY) ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT C

TIF-ELIGIBLE IMPROVEMENTS

<u>Line Item</u>	<u>Cost</u>
Acquisition (including, but not limited to, acquisition of land, demolition of buildings, site preparation, site improvements that serve as an engineered barrier and the cleaning and grading of land) and environmental remediation	\$6,361,201
TOTAL	\$6,361,201

Notwithstanding the total of TIF-Eligible Improvements shown here, the assistance to be provided by the City is limited to the maximum amount of City Funds calculated pursuant to Section 4.03 herein.

EXHIBIT D

Redevelopment Plan for Near South

[see attached]

[will not be included in the ordinance packet]

EXHIBIT E

Construction Contract

[see attached]

[will not be included in the ordinance packet]

JK

RECEIVED
APR 11 2007
ARW

AIA Document A201/Cma

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a *STIPULATED SUM*

1992 CONSTRUCTION MANAGER-ADVISER EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1992 Edition of AIA Document A201/Cma, General Conditions of the Contract for Construction, Construction Manager-Advisor Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT

made as of the 14th day of October in the year of 2005
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name and address)

Spertus College of Judaica d/b/a Spertus Institute
of Jewish Studies
618 South Michigan Avenue
Chicago, Illinois 60605

and the Contractor
(Name and address)

W.E. O'Neil Construction Company
2751 N. Clybourn Avenue
Chicago, Illinois 60614

For the following Project:
(Include detailed description of Project, location, address and scope)

The construction of the Spertus Institute building at
612 South Michigan Avenue, Chicago, Illinois

The Construction Manager is:
(Name and address)

U.S. Equities Development, LLC
20 North Michigan Avenue
Suite 400
Chicago, Illinois 60602

The Architect is:
(Name and address)

Krueck & Sexton
221 West Erie Street
Chicago, Illinois 60610

The Owner and Contractor agree as set forth below.

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ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in Article 9 of this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. The Contractor represents and agrees that it has carefully examined and understands this Contract and the other Contract Documents, has investigated the nature, locality, and site of the Work and the conditions and difficulties under which it is to be performed, and that it enters into this Contract on the basis of its own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of the Owner, Construction Manager, Architect, or any of their respective officers, agents, servants, or employees. The Contract Documents do not include any other documents, including, but not limited to, soils, geotechnical, or other reports, surveys, or analyses, which may be printed, bound, or assembled with the Contract Documents or otherwise made available to the Contractor for review or information under this Contract, unless specifically enumerated and directly incorporated by reference in Article 9 of this Contract.

ARTICLE 2
THE WORK OF THIS CONTRACT

2.1 The Contractor shall execute the entire Work described in the Contract Documents and all work incidental or reasonably inferable that is necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Owner, through the Construction Manager, shall have the right to approve of Contractor's key staff for the Project, including without limitation, key on-site personnel; such approval shall not be unreasonably withheld. Any denial of approval must specify in writing the reasons therefor. Contractor and Owner agree that Dennis Garlick, Hans Thilenius, Patrick Kerrigan, Joe Kadow and Oleh Karawn shall be considered "Key Personnel." Contractor shall not remove or reduce the level of participation of such Key Personnel prior to the completion of the Work without Owner's prior written approval, which shall not be unreasonably withheld. Contractor shall, however, promptly remove any Key Personnel with whom Owner is dissatisfied.

2.2 The Contract Documents are complementary and are intended to be interpreted together as a single, unified contract. In the event of inconsistencies or discrepancies within or between parts of the Contract Documents, the Contractor shall immediately seek clarification from the Project Architect and notify the Construction Manager that clarification has been requested. In the event of inconsistencies or discrepancies between parts of the Contract Documents and applicable standards, codes and ordinances, the Contractor shall immediately seek clarification from the Project Architect and notify the Construction Manager that clarification has been requested, in which event the Project Architect shall clarify such discrepancy within a reasonable time. In the event that the Project Architect fails to clarify any such discrepancies, within a reasonable time the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order or priority:

- (1) Addenda and modifications issued after execution of the Contract, with the instrument bearing the latest date taking precedence
- (2) the Contract and Building Permit to the extent applicable to the scope of Work
- (3) the General Conditions
- (4) Drawings and Specifications

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Date of Commencement of the Work is the date established in a written notice to proceed. The written notice to proceed shall be issued by the Owner no less than fifteen (15) days prior to the date of commencement; provided, however, that Owner shall not issue a Notice to Proceed and no Notice to Proceed shall be valid unless: (a) Contractor and Owner are parties to a signed agreement with respect to the Work; (b) Owner has provided Contractor with evidence, reasonably acceptable to Contractor, that Owner has obtained financing with respect to the Work; and (c) Owner has obtained such permits as are necessary for Contractor to proceed, and in connection therewith the Contractor shall use all commercially

reasonable efforts to assist the Owner in securing such permits in an expedited manner; provided, however that the Contractor shall not be obligated to expend any of its own funds for which it will not be reimbursed.

The Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

In the event the Notice to Proceed has not been issued prior to or on October 15, 2005, the Contractor shall be permitted to charge as a Cost of the Work its actual out-of-pocket expenses incurred with respect to the items described in Section 4.4, subject in all events to the Guaranteed Maximum Price. Such costs shall be funded from the contingency and the Contractor's general conditions shall be increased by these additional costs. In the event the Notice to Proceed has not been issued on or before December 15, 2005, Owner and Contractor shall negotiate in good faith for a period of not less than ten (10) days for an adjustment in the Contract Time and the Guaranteed Maximum Price. If, after such good faith negotiations, the parties have failed to agree on such adjustments: (a) the Contractor shall have the right, as its sole and exclusive remedy, to terminate the Contract and receive payment from Owner in accordance with the provisions of Section 8.3 hereof; and (b) the Owner shall have the right, as its sole and exclusive remedy, to terminate the Contract in accordance with the provisions of Section 8.3 hereof.

3.2 The Contractor shall promptly commence and diligently prosecute the Work and shall achieve Substantial Completion of the entire Work not later than the date which is the last day of the twenty-first (21st) calendar month following the month in which the Notice to Proceed was issued, subject to adjustments of this Contract Time as provided in the Contract Documents.

3.3 All times stated in the Contract Documents, including, without limitation, those for the commencement, prosecution, interim milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are of the essence in this Contract.

3.3.1 The date of substantial completion of the Work or a designated portion thereof is the date, certified by the Owner, when construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purposes for which it was intended.

3.3.2 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following daily amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work:

- (a) From and including the first (1st) day following expiration of the Contract Time through and including the thirtieth (30th) day following expiration of the Contract Time, there shall be no liquidated damages;
- (b) From and including the thirty-first (31st) day following expiration of the Contract Time through and including the sixtieth (60th) day following expiration of the Contract Time, the sum of Five Hundred and no/100 Dollars (\$500.00) per day;
- (c) Thereafter, the sum of Three Thousand and no/100 Dollars (\$3,000) per day.

3.3.3 The Owner may deduct liquidated damages as described in Subparagraph 3.3.2 from any unpaid amounts then or thereafter due the Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at a rate equal to the lower of the Treasury Bill rate or the highest lawful rate of interest payable by the Contractor.

3.4 The Contractor shall begin the Work on the Date of Commencement and shall perform the Work diligently, expeditiously, and with adequate resources so as to complete all the Work within the Contract Time. The Contractor shall use best efforts to reschedule or resequence the Work, to the extent possible, to avoid or minimize any delay to the Contract Time. The Contractor shall not, without the Owner's prior approval which shall not be unreasonably withheld, reschedule or re-sequence the Work so that an action, approval, or activity of the Owner moves onto the critical path or otherwise becomes critical to the Contract Time. The Owner may direct the Contractor to reschedule or resequence the Work and in such event the Contractor shall provide a notice to the Owner stating whether or not such rescheduling or resequencing shall result in the necessity for an adjustment to the Contract Sum or the Contract Time. If the Contractor notifies Owner that such rescheduling or resequencing will result in an adjustment in the Contract Sum, Owner may choose to revise or rescind its

direction to reschedule or resequence. Unless Owner agrees in writing to an adjustment in the Contract Sum, and then only to the extent of such adjustment, neither the Owner, its representatives, nor its agents shall be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against them, or any of them, on account of, any damages, costs, or expenses of any nature whatsoever that the Contractor, its subcontractors, or sub-subcontractors or any other person may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequences, congestion, disruptions, or the like arising from or out of any act or omission of the Owner, its representatives, or agents, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time but only in accordance with the provisions of the Contract Documents; provided, however, that in the event such delays exceed fourteen (14) consecutive days, the Contractor shall be entitled to a reasonable adjustment in the Contract Sum to cover Contractor's increase in overhead costs.

The time during which the Contractor is delayed in the performance of the Work by the acts or omissions of the Owner, the Owner's representatives, or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, or other conditions beyond the Contractor's control and that the Contractor could not reasonably have foreseen and provided against shall be added to the time for completion of the Work (i.e., the Contract Time) stated in the Contract.

Whenever, in the opinion of the Owner, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, Sunday, and/or holiday work, and shall have each subcontractor do likewise, and the costs associated therewith shall be considered a Cost of the Work, but only to the extent the same do not cause the Contract Sum to exceed the Guaranteed Maximum Price; provided, however, that in lieu of an adjustment to the Contract Sum, Owner may elect to extend the date of Substantial Completion to the extent reasonably necessary to avoid the necessity of any such measures.

ARTICLE 4 CONTRACT SUM

4.1 In consideration of the timely and complete performance of the Work and all obligations of Contractor hereunder, Owner shall pay to Contractor the Contract Sum, which shall be the lesser of:

- (a) The sum of Thirty-Four Million One Hundred and no/100 Dollars (\$34,100,000) (which sum is conditioned upon Owner's acceptance of not less than One Million Seven Hundred Sixty-Thousand One Hundred Seven and No/100 Dollars (\$1,760,107) in savings with respect to the Cost of the Work identified by Contractor, and is herein referred to as the "Guaranteed Maximum Price" or "GMP"), as adjusted by Change Orders, if any, in accordance with the Contract Documents; and,
- (b) The total of:
 - (i) the Cost of the Work, as adjusted by Change Orders, if any, in accordance with the Contract Documents;
 - (ii) Contractor's Fee, as adjusted by Change Orders, if any, in accordance with the Contract Documents;
 - (iii) the sum of: (x) the positive difference, if any, achieved by subtracting the Contractor's GMP Savings Payment (as defined below) from One Hundred Forty-Five Thousand and no/100 Dollars (\$145,000); and (y) thirty percent (30%) of the amount, if any, by which the Guaranteed Maximum Price, as adjusted by Change Orders (if any) exceeds the total of (A) the Cost of the Work, and (B) Contractor's Fee (such sum is herein referred to as the "Savings").

The Breakdown and Clarifications to the GMP are attached as Exhibit "1".

Owner and Contractor acknowledge that the Guaranteed Maximum Price has been based on Drawings and Specifications that are not yet complete. Upon completion of the Drawing and Specifications, Owner will submit the same to Contractor and Contractor shall, within twenty (20) business days of receipt, propose to Owner a new Guaranteed Maximum Price (the "Proposed GMP") that is not more than the Guaranteed Maximum Price set forth in Section 4.1(a) (herein referred to as "GMP-1"). In the event Owner fails to accept the Proposed GMP, the Guaranteed Maximum Price shall be GMP-1 based upon the Breakdown and Clarifications attached as Exhibit "1". In the event Owner accepts the Proposed GMP in writing, the Proposed GMP will be the GMP-2.

The difference between GMP-1 and GMP-2 is herein referred to as the "GMP Savings Amount." Upon the establishment of GMP-2, the "Guaranteed Maximum Price" for all intents and purposes under the Contract Documents shall be equal to: (i) GMP-2, plus (ii) fifty percent (50%) of the GMP Savings Amount up to One Million and no/100 Dollars (\$1,000,000), and seventy percent (70%) of the GMP Savings Amount in excess of such amount. The Contractor shall be entitled to include on the first (1st) Application for Payment following the establishment of GMP-2, and thereafter receive payment for, subject to the provisions of the Contract Documents, an amount equal to fifty percent (50%) of the GMP Savings Amount up to One Million and no/100 Dollars (\$1,000,000) and thirty percent (30%) of the GMP Savings Amount in excess of such amount (such amount is herein referred to as the "Contractor's GMP Savings Payment").

4.2 Contractor shall provide Owner and Construction Manager, on a monthly basis, a report detailing (i) the Cost of the Work incurred to date; and (ii) Contractor's estimate of the Cost of the Work at completion of the Work. Detailed job cost reports, accounting records, copies of invoices, purchase orders, and evidence of payments to Subcontractors shall be filed at the Project site and available for review and shall be furnished if requested.

4.3 The Contractor's Fee for performance of all of the Work required by this Construction Contract shall be Six Hundred Fifty Thousand and no/100 Dollars (\$650,000) for the Cost of the Work up to \$32,500,000, plus two percent (2%) of the Cost of the Work in excess of such amount, which Contractor's Fee shall be paid in accordance with and subject to the Guaranteed Maximum Price provisions of Paragraph 4.1 and the provisions of Article 5 of this Contract.

4.4 As used in this Contract, the term "Cost of the Work" shall mean a sum of money equal to the cost incurred by Contractor in connection with the performance of the Work and paid by Contractor for the following items:

- (a) All labor directly on Contractor's payroll used to provide the general conditions items and used in the performance of the Work on the Project, including social security, old age benefit taxes and statutory employee benefits. Contractor represents that its rate for benefits is 55% of its direct labor payroll and agrees that if any party to a construction agreement now or hereafter obtains a lower or higher rate, the benefit rate shall be adjusted to the same level for Owner. Labor charges shall not include bonuses. The General Conditions shall be performed as a lump sum amount of \$930,977, subject to adjustment in accordance with the Contract, and as shown in Exhibit "9" attached hereto and made a part hereof, and the Contractor shall be permitted to commence charging its costs to the General Conditions as of September 26, 2005.
- (b) Salaries of Contractor's employees stationed at the field office, in whatever capacity employed, including employees engaged at shops or on the road, in expediting the production or transportation of material to be used in the performance of the Work;
- (c) Sales and use taxes, permit fees, royalties, and deposits lost for causes other than Contractor's negligence;
- (d) Losses, approved claims and expenses not compensated by insurance or otherwise sustained by Contractor in connection with the Work. Such losses shall include settlements only with the written consent and approval of the Construction Manager;
- (e) Minor expenses incurred at the Project site, such as telephone service and other electronic communications, express mail and delivery services and similar petty cash items;
- (f) Hand tools furnished by Contractor and consumed in the performance of the Work;
- (g) Actual amounts paid (inclusive of discounts) for materials, supplies, equipment, transportation and all other costs required for the proper execution of the Work;
- (h) The amounts paid by Contractor to all approved Subcontractors pursuant to this Contract for Work performed; provided that such amounts shall be based on the initial Subcontract amounts approved by the Construction Manager and any amounts required by any approved Change Order under this Contract;
- (i) Premiums on all bonds as described in Paragraph 11.4 of the General Conditions and insurance policies as described in Paragraph 11.1 of the General Conditions obtained by Contractor in the discharge of its obligations under this Contract, less all refunds of such premiums;

- (j) Actual rentals and insurance paid for all construction equipment rented by Contractor from third parties;
- (k) Cost of removal of all trash and debris;
- (l) Costs incurred due to an emergency affecting the safety of persons or property;
- (m) Travel expenses incurred by Contractor's employees in connection with the Work and as previously approved in writing by the Construction Manager;
- (n) Other costs incurred in the performance of the Work if and to the extent expressly approved in writing by the Construction Manager;
- (o) General liability insurance costs calculated at \$9,300 per \$1,000,000 of the Cost of the Work;

Notwithstanding anything to the contrary in this Contract, the Cost of the Work shall not include any of the following:

- (p) The salary of any officer or executive of Contractor, other than the Project Executive and VP of Estimating to the extent of work actually performed for the Project, or any of Contractor's affiliates;
- (q) The salary of any person employed, during the execution of the Work, in any office other than Contractor's office at the Project site, other than the salaries of estimating, scheduling, accounting, safety and technology personnel to the extent of work actually performed for the Project;
- (r) Personnel costs relating to profit sharing, deferred compensation, bonuses, incentives and training;
- (s) Overhead or general expenses of any kind in any office other than Contractor's office at the Project site;
- (t) Interest on capital employed either in equipment or in expenditures on the Work;
- (u) Costs incurred due to the negligence or failure to fulfill a specific responsibility by the Contractor, Subcontractor, suppliers, or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable to the extent Contractor has used its best efforts first to recover from the negligent or defaulting party and has been unsuccessful;
- (v) Any costs noted in the Contract Documents as non-reimbursable by the Construction Manager.

4.5 Unit prices shall be set forth in the "Schedule of Unit Prices" to be delivered by Contractor and approved by Owner (such approval not to be unreasonably withheld) upon the establishment of GMP-2. Such Schedule of Unit Prices shall be attached hereto at Exhibit "2". Such unit prices shall be considered complete and include: (1) all materials, equipment, labor, delivery, installation, overhead and profit, and (2) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply.

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment including all supporting documentation submitted by the Contractor to the Architect, Owner, and the Construction Manager, and upon Project Applications and Certificates for Payment approved by Owner's lender and issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as otherwise specified by the Lender (as defined in Section 7.4).

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the first (1st) day of a month, the Owner shall, subject to approval by the Lender (as defined in Paragraph 7.4), make payment to the Contractor not later than the thirtieth (30th) day of the month (other than February). If an Application for Payment is received by the

Construction Manager after the application date fixed above, payment shall, subject to approval by the Lender, be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

5.4 Prior to any payment being made, the Contractor shall submit for approval a Schedule of Values with respective quantities. The Schedule of Values shall allocate the contract amount among the various portions of the Contractor's work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Illinois:

- (1) A current sworn statement from the Contractor seeing forth all Subcontractors and material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment.
- (2) Commencing with the second (2nd) Application of Payment submitted by the Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, when appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and previously paid, plus sworn statements from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, covering all amounts described in this Paragraph 5.5(2).
- (3) Such other information, documentation, and materials as the Owner or the Architect may reasonably require, or as the title insurer may require.
- (4) If at any time there shall be evidence of a lien for which, if established, the Owner might become liable, and that is chargeable to the Contractor, or if the Contractor shall incur any liability to the Owner, whether reduced to judgment or award, the Owner shall have the right to retain out of any payment due, or to become due under this Contract or any other agreement between the Owner and the Contractor, an amount sufficient to indemnify the Owner against such lien, or to fully satisfy such liability. The Owner shall also be entitled to charge against or deduct from any such payment all costs of defense or collection with respect thereto, including reasonable attorneys' fees. Should any claim or lien develop after all payments are made hereunder, the Contractor shall refund to the owner within ten (10) days of demand therefor all monies that the latter may be compelled to pay in discharging such claims or liens and all costs, including reasonable attorneys' fees incurred in collecting said monies from the contractor or may furnish a bond or other form of insurance protecting Owner from 100% of any and all costs, expenses and other liability arising out of such claims or liens. Notwithstanding the foregoing, Contractor shall not indemnify Owner for any lien arising directly out of Owner's failure to make payments as required by the Contract.
- (5) No progress payments made under this Contract shall be conclusive evidence of the performance of this Contract either in whole or in part, and no such payment shall be construed to be acceptance of defective work or improper materials.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-eight percent (98%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Except as hereinafter provided, the Owner shall not withhold any further retention after the work is fifty (50%) complete, and shall allow early release of retention for the foundation subcontractors provided there are no performance issues with Contractor or such foundation subcontractor. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of: (a) any of the Owner's rights to retainage in connection with other payments to the Contractor, or (b) any other right or remedy that the Owner has under the Contract Documents at law or in equity.

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; (3) Owner's prior receipt for the Contractor of all as-built drawings, certifications, maintenance manuals, operating instructions, written guarantees, warranties, and bonds relating to the Work, and (4) assignments of all guarantees and warranties from subcontractors, vendors, suppliers, or manufacturers, all as required by the Contract Documents. Such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the prime rate announced from time to time by the Lender.

7.3 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as a material inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract and the final completion of the Work:

- (1) the Contractor is financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (2) the Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

- (3) the Contractor and all subcontractors hired by Contractor are and shall be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work and the Project;
- (4) the Contractor's execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
- (5) the Contractor's duly authorized representative has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and
- (6) the Contractor is a large, sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of this particular Project, and will perform the Work with the care, skill and diligence of such a contractor.

7.4 The Contractor acknowledges that the Owner will be financing the Work with a third party loan from an institutional lender ("Lender"). In order to perform under the Contract Documents, the Owner must comply with certain terms and conditions embodied in Lender's construction loan agreement. The Contractor agrees to use its best efforts to comply with the requirements of Lender which bear upon the performance of the Work and provided Contractor has accepted the reasonable requirements of the Lender notified to the Contractor. The Contractor shall also correspondingly:

- (1) cooperate with and make the site of the Work available at all times for inspection by Lender or Lender's representatives;
- (2) consent to and execute all documents reasonably requested by the Owner in connection with the assignment of this Contract and the Drawings and Specifications to Lender for collateral purposes. Such assignment shall provide that the Contractor agrees that notwithstanding a default by the Owner under the provisions of this Contract, which would give the Contractor the right to terminate this Contract, the Contractor will continue to perform its obligations hereunder (on the same terms and conditions as are set forth herein) for and on account of the Lender if the Lender shall agree to pay the Contractor all amounts due and owing the Contractor under the Contract and shall agree in writing to perform all obligations of the Owner hereunder accruing from and after the date of such default by the Owner; and
- (3) promptly furnish the Owner with information, documents and materials that the Owner may reasonably request from time to time in order to comply with the requirements of Lender.

7.5 If any of the sureties on any bonds to be supplied by Contractor hereunder at any time fail financially, or are deemed to be insufficient security for the penalty of said bond, then the Owner may, upon reasonable prior written notice (considering commercial standards of availability), require the Contractor to furnish a new or additional bond with such sureties and in such amounts as shall be satisfactory to Owner and Lender and as required by this Contract against relinquishment of the rights of the beneficiary and the return of the bond to be substituted.

7.6 Any notice which any party hereto gives to any other party hereunder shall be in writing and shall be deemed given when evidentially delivered in person to a designated representative of the party (or when such delivery is refused), when received by facsimile or other electronic transmission, or five (5) business days after deposited with a recognized international courier, return receipt requested, addressed to the other party, at the address of such party set forth below, or at such address as the party to whom notice is to be given has specified by notice hereunder to the party seeking to give such notice:

To Owner:

Spertus Institute of Jewish Studies
 618 South Michigan Avenue
 Chicago, Illinois 60605
 Attention: Marv Cutler
 Facsimile: 312 922 6406

with a copy to the Construction
Manager:

U.S. Equities Development, L.L.C.
20 North Michigan Avenue
2nd Floor
Chicago, Illinois 60602
Attention: Roark Frankel
Facsimile: 312 456 0054

and:

Perkins Coie LLP
131 South Dearborn Street
Suite 1700
Chicago, Illinois 60603
Attention: Daniel G.M. Marre
Facsimile: 312 324 9400

To Contractor:

W.E. O'Neil Construction Company
2751 North Clybourn Avenue
Chicago, Illinois 60614
Attention: Michael J. Faron
Facsimile: 773 327 4784

Correspondence, submittals and other written communications shall be delivered via facsimile or recognized courier or by hand.

7.7 Contractor shall comply with usual and customary safety requirements of the insurers of the Project without increase in the Contract Sum.

7.8 Telephone and other utilities used by the Contractor shall be arranged and paid by the Contractor as part of the Cost of the Work. The Contractor shall be responsible for the maintenance of this area and shall provide housekeeping and utilities for the Owner's, Project Architect's, and Construction Manager's, if any, space or containers.

7.9 The Contractor shall be responsible for and pay for all services, utilities and utility usage for the Project, including such services, utilities and utility usage by the Owner and the Construction Manager and consultants during construction; provided however, Owner shall pay when due any one-time fees for the availability of permanent utility service to the Building. Usage charges shall be the Owner's responsibility starting at the earlier to occur of Substantial Completion or possession by Owner. The Contractor shall make all necessary arrangements for these services and pay all fees and charges during the construction directly to the utility.

7.10 The Contractor shall provide security of the site by the use of security personnel and a key watch system and by any other means in accordance with insurance requirements or good construction practices. All access and gates used for construction shall be guarded by security personnel when unlocked at any time. The Contractor shall provide site security lighting. It is understood that in addition to site security, security shall be provided in specific areas of the building construction as deemed necessary. The lobby shall have 24 hour security once the finish work of the lobby starts and until the Work is complete.

7.11 Contractor shall provide a complete set of coordinated (composite) shop drawings showing all services and necessary architectural items. These drawings shall be the same size as the Contract Drawings and format and lettering shall be similar. It is expected that all subcontractors will prepare the shop drawings concurrently and all at the appropriate scale for such areas or elevations. Contractor will then make the required amount of blueprints and reproduces and distribute to both the Owner and all subcontractors. The original mylars are to be signed by the Contractor, each subcontractor or its subcontractor and are to remain on file at the Contractor's field office. Contractor shall hold meetings to complete this process and included in these meetings are to be the necessary Contractor's and Owner's consultants.

The results of these coordinated drawings shall be transferred to the specific trade shop drawings. Further, all coordinated drawings shall be distributed to all subcontractors.

7.12 Upon receipt of a "Punch List" for any given area, Contractor shall assign a sufficient number of separate "punchlist teams" to complete the work as per the Owner's scheduling requirements. Any and all costs to repair damages caused by the

Contractor during the performance of this, or any other work, shall be repaired at Owner's cost, but only to the extent Contractor has used its best efforts first to recover from the party causing such damage and has been unsuccessful, and then only up to and not in excess of the Guaranteed Maximum Price.

7.13 Contractor shall furnish all necessary temporary heating and water protection measures for this Project, to avoid delays due to adverse weather. These temporary measures shall include any heat tracing and any necessary temporary protection including temporary roofs as part of the Cost of the Work.

7.14 Only equipment and material intended for use for this Project shall be stored on this site.

7.15 The Contractor prior to the start of construction for the project shall make a survey of existing buildings adjacent to the site as outlined in the Contract Documents. In addition, photographs and a description of both the exterior and interior of the buildings shall be enclosed. Any items found shall be noted. A copy of the report shall be given to the Owner.

7.16 Upon Notice to Proceed the Contractor shall deliver to the Owner within thirty (30) days a list of long lead items. This plan shall indicate the scheduled tendering, purchasing and delivery dates of these items. These items shall include but shall not be limited to the following:

- (a) Elevators
- (b) Major Electrical Equipment
- (c) Chillers, Cooling Towers, Pumps
- (d) Major Mechanical Equipment
- (e) Curtain Wall
- (f) Fire Pumps
- (g) Bus Duct.

7.17 All product submissions shall be original manufacturers literature or reproductions of the original literature. The Contractor is not to place this content of the manufacturer's literature on its or its subcontractors letterhead or title block.

7.18 The parties hereto shall keep this contract and its terms confidential. Contractor shall not issue any press releases, erect any signs or make any other publicity statements regarding the Project without the prior written consent of Owner.

7.19 Contractor certifies that it will provide a drug- and alcohol-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, the use of alcohol, and appearing in the workplace under the influence of either a controlled substance or alcohol is prohibited in Owner's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug- and alcohol-free awareness program to inform employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) Owner's policy of maintaining a drug- and alcohol-free workplace;
 - (iii) Any available drug or alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug or alcohol abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the Work be given copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- (e) Notifying the Owner, in writing, within ten (10) days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d)(ii) with respect to any employee who is so convicted:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

Provided, however, that to the extent the Contractor is a party to any collective bargaining agreement and there is a conflict or inconsistency between the terms and provisions of such collective bargaining and the terms and provisions of subparagraph (f), the terms and provisions of such collective bargaining agreement shall control to the extent necessary to resolve such conflict or inconsistency.

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

7.20 The Concrete Work shall be performed by Contractor for a lump sum amount of \$3,375,000 as described in Exhibit "1".

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

8.3 In addition to the matters set forth in Paragraph 8.1 and Paragraph 8.2 above, Owner may terminate the Contract without cause:

- (a) Prior to the Date of Commencement, in which event the Owner shall pay to the Contractor the sum of One Hundred Thousand and no/100 Dollars (\$100,000), plus One Hundred Forty-Five Thousand and no/100 Dollars (\$145,000) for additional preconstruction services, plus the actual general conditions incurred as of September 26, 2005, plus the actual Cost of the Work after October 15, 2005, the sum of which shall be deemed liquidated damages and not a penalty, as Contractor's sole and exclusive remedy; or,
- (b) On or after the Date of Commencement, in which event the Owner shall pay to the Contractor the sum of: (i) the Cost of the Work incurred to the date of termination, plus (ii) an amount equal to Contractor's Fee multiplied by a fraction, the numerator of which is the number of days from the Date of Commencement through the effective date of termination and the denominator of which is the number of days comprising the Contract Time; plus (iii) reasonable and identifiable decommissioning and cancellation costs.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa, 1992 Construction Manager-Adviser Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMa, 1992 Construction Manager-Adviser Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those identified on Exhibit "3" attached hereto.

9.1.4 The Specifications are those identified on Exhibit "4" attached hereto.

9.1.5 The Drawings and dates of such Drawings, are identified as Exhibit "5" attached hereto.

9.1.6 The Addenda, if any, identified on Exhibit "6" attached hereto.

9.1.7 Other documents, if any, forming part of the Contract Documents are identified on Exhibit "7" attached hereto.

9.1.8 The Construction Schedule, as referenced in Section 3.10.5 of the General Conditions, shall be attached as Exhibit "8" attached hereto.


This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

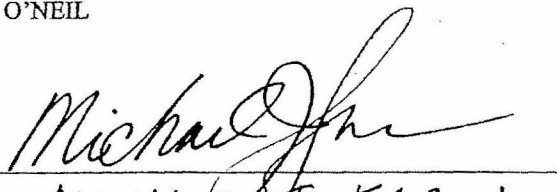
OWNER

CONTRACTOR

SPERTUS COLLEGE OF JUDAICA d/b/a
SPERTUS INSTITUTE OF JEWISH STUDIES,
an Illinois not-for-profit corporation

W.E. O'NEIL

By: 
Name: HOWARD A. SULKIN
Title: President & CEO

By: 
Name: MICHAEL J. FARON
Title: PRESIDENT

By: _____

Name: _____

Title: _____



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

LIST OF EXHIBITS

- EXHIBIT 1 -- GMP Breakdown and Clarifications
- EXHIBIT 2 -- Schedule of Unit Prices
- EXHIBIT 3 -- Supplementary and Other Conditions of the Contract
- EXHIBIT 4 -- Specifications
- EXHIBIT 5 -- Drawings
- EXHIBIT 6 -- Addenda
- EXHIBIT 7 -- Other Contract Documents
- EXHIBIT 8 -- Construction Schedule (referenced in the General Conditions)
- EXHIBIT 9 -- General Conditions Breakdown
- EXHIBIT 10 -- Allowance Included in GMP-1
- EXHIBIT 11 -- Owner Allowances Not Included in GMP-1

BID FORM FRONT SHEET

WE-O'NEIL

Project: Spertus
 Owner: Spertus Institute of Jewish Studies
 Architect: Krueck Sexton
 Bid Date: Friday, September 16.2005
 Size: 145,075.00

**GMP - 1
 INCLUDING
 ACCEPTED VE
 ITEMS**

ITEM SPEC NO	DESCRIPTION		
9	General Conditions	\$	930,977
10	General Requirements	\$	1,731,172
11	Interior Scaffolding	\$	85,000
	Repairs To Neighboring Buildings	\$	50,000
12 02220	Site Demolition	\$	-
	Earthwork	\$	321,200
	Obstruction Allowance	\$	14,000
	Caissons	\$	464,000
	Earth Retention	\$	423,169
	Underpinning Allowance	\$	245,000
	Vibration & Settlement Surveys	\$	60,000
	Dewatering	\$	15,000
13 02305	Utility Earthwork	\$	-
14 02510	Water Distribution	\$	-
15 02530	Sanitary Sewerage	\$	-
16 02555	Gas Distribution	\$	-
17 02580	Electrical Distribution	\$	-
18 02630	Storm Drainage	\$	-
19 02743	Bituminous Concrete Pavement	\$	45,700
	Repair Alley	\$	7,200
20 02752	Portland Cement Concrete Pavement	\$	81,650
21 02870	Site & Street Furnishings (bicycle racks)	\$	-
	Landscaping	\$	-
	Precast Planters	\$	25,000
	Sky Terrace Landscaping	\$	10,000
22 03300	Cast-in-place Concrete	\$	3,375,000
	10th Floor Sealer	\$	20,960
	9th & 10th Floor Galleries Topping	\$	35,330
	Precast Closure Piece	\$	106,700
23 04810	Unit Masonry Assemblies	\$	1,483,791
24 05120	Structural Steel	\$	3,400,000
25 05210	Steel Joists	\$	-
26 05310	Steel Deck	\$	-
27 05400	Cold-formed Metal Framing	\$	-
28 05500	Metal Fabrications	\$	941,548
29 05511	Metal Stairs	\$	-
30 05521	Steel Tube Railings	\$	-
31 05530	Gratings	\$	-
32 05580	Formed-Metal Fabrications	\$	-
33 05581	Stainless Steel Column Covers	\$	18,300
34 05582	Entrance Bollards	\$	-
35 05700	Ornamental Metal	\$	-
		\$	-
	SHEET 1 TOTAL	\$	13,890,697

EXHIBIT 1

CARRY FORWARD SHT 1		\$	13,890,697
36	05715	Fabricated Spiral Stairs	\$ -
37	05721	Ornamental Railings	\$ -
		Cable Net System	\$ 100,000
38	06105	Miscellaneous Carpentry	\$ 165,000
39	06402	Interior Architectural Woodwork	\$ 488,070
40	07142	Hot Fluid-Applied Waterproofing	\$ -
		Waterproofing	\$ 8,616
		Spray Bituminous at CMU	\$ 48,521
41	07180	Traffic Coatings	\$ 12,807
42	07210	Building Insulation	\$ -
		Rigid Insulation at CMU	\$ -
43	07414	Composite Metal Wall Panel	\$ 20,000
44	07562	Garden Roofing System	\$ -
45	07564	Hot Rubberized Asphalt Roofing System	\$ 319,326
46	07620	Sheet Metal Flashing and Trim	\$ -
47	07710	Manufactured Roof Specialties	\$ -
48	07720	Roof Accessories	\$ -
49	07811	Sprayed Fire-Resistive Materials	\$ 270,316
50	07841	Through-Penetration Firestop Systems	\$ -
51	07842	Fire Resistive Joint System	\$ -
52	07843	Perimeter Fire Safing	\$ -
53	07920	Joint Sealants	\$ 16,440
54	07921	Acoustic Sealants	\$ -
55	08111	Standard Steel Doors and Frames	\$ 284,324
56	08211	Flush Wood Doors	\$ -
		Stage Wood Doors	\$ 60,000
		Sound Control Doors (Non-Acoustically	
	08300	Rated)	\$ -
58	08311	Access Doors and Frames	\$ -
59	08312	Acoustic Access Doors & Frames	\$ -
60	08331	Overhead Coiling Doors	\$ 48,600
61	08332	Overhead Coiling Counter Doors	\$ -
SHEET 2 TOTAL		\$	15,732,717

	CARRY FORWARD SHT 2	\$	15,732,717
		\$	-
62	08334 Overhead Coiling Grille	\$	-
	Fire Shutters at Top of Skylight	\$	31,000
63	08411 Aluminum Entrances and Storefront	\$	-
64	08450 All-Glass Entrances and Storefront	\$	-
65	08520 Aluminum Windows	\$	-
66	08630 Metal-Framed Skylights	\$	51,565
67	08653 Operable Control Room Windows	\$	4,000
68	08654 Fixed Sound Control Windows	\$	-
69	08710 Door Hardware	\$	-
70	08800 Glazing	\$	-
71	08816 Decorative Glass	\$	-
72	08830 Mirrors	\$	-
73	08912 East Curtain Wall & Punched Openings	\$	2,916,956
74	08970 Interior Glass & Glazing	\$	1,240,000
75	09210 Spray-Applied Acoustical Cement Plaster	\$	83,835
76	09220 Portland Cement Plaster	\$	-
77	09260 Gypsum Board Assemblies	\$	2,006,310
78	09261 Felt for Resilient Channel Assembly	\$	-
79	09262 Barrier Ceiling System	\$	-
80	09265 Gypsum Board Shaft-Wall Assemblies	\$	-
81	09271 Glass-Reinforced Gypsum Fabrications	\$	-
82	09310 Ceramic Tile	\$	77,100
83	09402 Epoxy Terrazzo	\$	83,789
84	09404 Pre-Cast Terrazzo Treads and Landing	\$	-
85	09511 Acoustical Ceiling Panel System	\$	330,000
86	09560 Acoustic Fabric Ceilings	\$	-
	09618 Resilient Rubber Impact Sound Insulation	\$	-
	SHEET 3 TOTAL	\$	22,557,272

EXHIBIT 1

		CARRY FORWARD SHT 3	\$	22,557,272
			\$	-
88	09640	Wood Flooring	\$	24,200
	09651	Resilient Floor Tile	\$	-
	09653	Resilient Wall Base and Accessories	\$	-
91	09671	Resinous Flooring	\$	70,630
92	09680	Carpet	\$	176,142
93	09681	Carpet Tile	\$	-
94	09721	Wall Covering Markerboards	\$	-
95	09752	Interior Stone Countertops	\$	-
96	09840	Acoustic Wall Panels	\$	65,513
97	09841	Abuse-Resistant Acoustic Wall Panels	\$	-
98	09912	Painting (Professional Line Products)	\$	230,000
99	09960	High-Performance Coatings	\$	-
100	10155	Toilet Compartments - Floor Mounted	\$	31,790
		Marker Boards	\$	10,500
101	10200	Louvers	\$	-
102	10505	Metal Lockers	\$	4,850
103	10520	Fire-Protection Specialties	\$	6,600
104	10605	Wire Mesh Partitions	\$	-
105	10680	Mobile Storage Shelving	\$	-
		Comer Guards	\$	11,000
106	10802	Toilet and Bath Accessories - Public	\$	12,500
107	11010	Maintenance Support Equipment System	\$	-
108	11062	Rigging, Curtains and Tracks	\$	-
109	11132	Projection Screens	\$	-
110	11160	Loading Dock Equipment	\$	7,785
		Window Washing System	\$	85,000
	11451	Residential Appliances	\$	50,000
	11900	Book Detection Equipment	\$	-
113	12361	Metal Laboratory Casework	\$	-
114	12484	Floor Mats and Frames	\$	-
115	12485	Foot Grilles	\$	10,750
116	12494	Roller Shades	\$	140,000
117	12541	Adjustable Sound Absorbing Curtains	\$	-
			\$	-
		SHEET 4 TOTAL	\$	23,494,532

EXHIBIT 1

		CARRY FORWARD SHT 4	\$	23,494,532
			\$	-
118	12710	Fixed Auditorium Seating	\$	134,875
119	12715	Classroom Fixed Seating	\$	-
120	13080	Floating Floor System	\$	-
121	13700	Security Systems	\$	-
		Basic Fire Suppression Material and		
122	13910	Methods	\$	806,200
123	13915	Miscellaneous Equipment & Work	\$	-
124	13920	Fire Pumps	\$	-
125	13930	Fire Suppression Sprinklers	\$	-
126	13950	Clean Agent Fire Extinguishing System	\$	-
127	13970	Standpipe System	\$	-
128	14211	Four Geared Traction Elevators	\$	1,165,000
129	14430	Platform Lift	\$	-
130	15010	Basic Mechanical Requirements	\$	-
131	15020	Shop Drawings, Product Data & Samples	\$	-
132	15040	Background Noise Criteria	\$	-
133	15060	Pipe & Fittings	\$	-
134	15100	Valves	\$	-
135	15120	Piping Specialties	\$	-
136	15140	Supports and Hangers	\$	-
137	15160	Miscellaneous Equipment & Work	\$	-
138	15170	Motors	\$	-
139	15180	Freeze Protection	\$	-
140	15190	Mechanical Identification	\$	-
141	15240	Mechanical Sound & Vibration Control	\$	-
142	15245	Noise Control in Duct and Pipe Systems	\$	-
		Sound Power Level Limits/Sounds Pressure		
143	15246	Level Limits	\$	-
			\$	-
			\$	-
		SHEET 5 TOTAL	\$	25,600,607

EXHIBIT 1

		CARRY FORWARD SHT 5	\$	25,600,607
			\$	-
144	15250	Mechanical Insulation	\$	-
145	15410	Plumbing Piping	\$	-
	15420	Plumbing - Outside Utilities	\$	-
147	15430	Plumbing Specialties	\$	-
148	15440	Plumbing Fixtures	\$	969,900
149	15450	Plumbing Equipment	\$	-
150	15480	Special Systems	\$	-
151	15510	Hydronic Piping	\$	-
152	15540	HVAC Pumps	\$	-
153	15555	Fuel Storage/Distribution	\$	-
154	15680	Refrigeration Water Chillers	\$	-
155	15720	Water Treatment Systems	\$	-
156	15750	Heat Transfer	\$	-
157	15780	Packaged Air Conditioners	\$	-
158	15850	Air Handling - HVAC	\$	2,860,800
159	15885	Air Filters	\$	-
160	15890	Ductwork	\$	-
161	15910	Ductwork Accessories	\$	-
162	15930	Air Terminals	\$	-
163	15950	Control and Instrumentation	\$	-
164		Control Point Matrix	\$	-
165	15990	Testing, Adjusting and Balancing	\$	-
166	16010	General Provisions	\$	-
167	16040	Noise and Vibration in Electrical Systems	\$	-
3	16050	Basic Electrical Materials and Methods	\$	3,743,000
		Lighting & Dimming	\$	-
		Dimming Ballasts & Lutron Controls	\$	-
169	16123	Building Wire and Cable	\$	-
170	16130	Raceways and Boxes	\$	-
171	16140	Wiring Devices	\$	-
172		Occupancy Sensor Summary	\$	-
173	16235	Engine Generators	\$	-
174	16261	Static Uninterruptible Power Supplies	\$	-
174	16265	Variable Frequency Controllers	\$	-
		SHEET 6 TOTAL	\$	33,174,307

CARRY FORWARD SHT 6	\$	33,174,307
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		Service and Distribution (600 Volt and		
175	16400	Below)	\$	-
	16411	Enclosed Switches	\$	-
177	16413	Enclosed Transfer Switches	\$	-
178	16430	Metering	\$	-
179	16441	Switchboards	\$	-
180	16442	Panelboards	\$	-
181	16443	Motor Control	\$	-
182	16452	Grounding	\$	-
183	16461	Dry Type Transformers	\$	-
184	16491	Fuses	\$	-
185	16510	Lamps, Ballasts and Interior Luminaires	\$	-
186	16610	Lightning Protection	\$	-
187	16860	Electric Heating	\$	-

SUB TOTALS	\$	33,174,307
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SUB BIDS	\$	33,174,307
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SUB BONDS		
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ADJUSTMENTS		
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SUB - TOTAL	\$	33,174,307
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CONTINGENCY - 5%	\$	1,658,715
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SUB - TOTAL	\$	34,833,022
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FEE -	\$	696,660
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SUB - TOTAL	\$	35,529,683
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GEN. LIAB. INSURANCE	\$	330,426
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SUB - TOTAL	\$	35,860,109
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PERFORMANCE BOND		
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TOTAL	\$	35,860,109
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Value Engineering To Be Accepted By Owner	\$	1,760,109
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GMP - 1	\$	34,100,000
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EXHIBIT #1

Spertus
Spertus Institute of Jewish Studies
610 South Michigan Ave.
Chicago, Illinois

CLARIFICATIONS

Division 1

1. Building Permit costs and fees are by the Owner.
2. Our proposal is based on the project being tax exempt.
3. Builders Risk Insurance is to be provided by the Owner in a form acceptable by Contractor.
4. Our proposal is based on a start of construction no later than November 1, 2005.
5. Utility fees and excess facilities charges are by the Owner. Utility consumption / usage costs are by the contractor.
6. A sidewalk canopy will be provided along Michigan Ave. See logistics plan for location and extent. Lane closure fees associated with the sidewalk canopy location are included.
7. Temporary paving, concrete curb work and striping for the traffic lane(s) shift required for the logistics plan is included. Costs to relocate traffic signals and controllers are not included.
8. We include fencing only at the west property line along the alley.
9. We have included an allowance for \$50,000 for Watchman Services.
10. Hoisting requirements, which include a Tower Crane and Man / Material hoist are included. Costs for the hoisting are included in the General Requirements.
11. We intend to utilize the permanent elevators for hoisting, when available, for any required hoisting.
12. We include an Allowance of \$ 50,000 for a Temporary Power Transformer as provided by ComEd.
13. We include an Allowance of \$ 38,000 for the three (3) Michigan Ave. street light removal & replacement as may be required during construction.
14. We have not included the \$4,000 City of Chicago Engineering charges for the Street Lighting changes.
15. GMP-1 is based on 50% CD plans and specifications dated August 1, 2005 as prepared by Krueck & Sexton; Subsurface Exploration and Geotechnical Engineering Report dated February 23, 2005 as prepared by STS Consultants, LTD; Field Investigation Report dated August 30, 2005 as prepared by STS Consultants, LTD and accepted value engineering items.
16. It is agreed by the parties that the accepted value engineering items will be incorporated into the 100% CD plans and specifications so as to insure that GMP-2 will not be greater than GMP-1.
17. We understand that the Owner is in process of entering into a TIF Agreement with the City. It is our experience that reaching the 50% Chicago Residency Requirement per the TIF is difficult, if not impossible. W.E.O'Neil Construction Company will use its

EXHIBIT #1

best efforts to reach the residency requirement goal. However W.E.O'Neil Construction Company shall not be responsible for any damages or penalties imposed by the City of Chicago for failure to reach this goal.

18. We include 24% MBE and 4% WBE goals as imposed by the City of Chicago for not more than \$30MM.
19. Work associated with handling or removal of hazardous materials is not included.
20. Material testing is not included.
21. The LEEDS program specifications are not included in this proposals. No costs are included to administer the program. We are in receipt of the LEED – NC Tracking chart dated July 19, 2005 indicating desired LEED item inclusions.
22. Every effort will be made to provide a certified building by using best practices that significantly reduce or eliminate the negative impact of the building on the environment and occupants. While W.E.O'Neil understands this process, we can not guarantee the building will be given LEED Certification. This is a submittal process, through a certification manager which is reviewed by the USGBC which will certify the building.
23. We have included an allowance of \$50,000 for repairs to the neighboring existing buildings due to vibration, settlement, cracking, or other construction activities.
24. Work hours are anticipated to be 7:00 AM to 3:30 PM. Monday through Friday. Occasionally, work will occur on Saturdays. We have included any costs for canceling work on a normal work day.
25. Prior to the commencement construction, approval for the pre existing survey and underpinning of the neighboring building to the North will be required.
26. W.E. O'Neil shall have approval over all design involving VE items.

Division 2

1. New concrete walks on grade and curbs are included in front of the building along Michigan Ave.
2. Asphalt patching is included along the new curb line along Michigan Ave.
3. Water & Sewer tap fees are by the Owner.
4. The removal of underground obstructions is included as an Allowance of \$14,000.
5. Precast planters in front of the building are included as an Allowance of \$25,000.
6. Twenty Seven (27) caissons are included per S1.0 and S2.1 dated August 18, 2005. Caisson bearing elevations are included as at -54.00CCD and -71.00CCD.
7. We include temporary heavy wall corrugated casing (bottom -20.07 CCD) and permanent corrugated casing (bottom -23.07 CCD) for all caissons.
8. We include an Allowance of \$ 60,000 for the Vibration & Settlement Surveys & Monitoring and Existing Building Surveys.
9. We do not include the use of deep casing and / or special caisson construction procedures should they be required by the various agencies and the City of Chicago.
10. Underpinning on column lines 1 and 4 from A to D line is included as an Allowance of \$245,000 which includes the underpinning piers (61 piers) and a concrete beam along 4 line attached to the north neighboring building. Loads used for the

EXHIBIT #1

underpinning of these buildings are included in TGRWA SSK – EBL1 dated August 3, 2005 and SSK – EBL2 dated August 4, 2005.

11. We include 160 LF of permanent steel sheeting along the east and west elevations (braced); cantilevered permanent sheeting along 4 line at the deep grade beams line E to F (50 LF); cantilevered permanent sheeting along 1 line at the 2 deep elevator pits (65 LF).
12. The site utility work is included in the plumbing scope of work.
13. Street level landscaping is not included.
14. We include bituminous asphalt and median concrete work at Michigan Ave. as required for the logistics plan and as required for the new concrete curb.
15. We include minor repairs to the alley caused by the construction activity.

Division 3

1. The concrete work shall be performed by W.E. O'Neil. W.E. O'Neil price was the low price in comparison to the other two competitive bids that were received. W.E. O'Neil has spent time on all the preconstruction activities and shall continue to do so.
2. We included specifications provided on Sheet S0.1. Specification section 03300 Cast-In-Place Concrete is to be issued at a later date.
3. We include an allowance for the acoustical material for the built-up acoustical flooring found in detail FLR-2 /A11.07.
4. We include unrestricted length or width on deck pours and wall length.
5. We include concrete on metal deck for the auditorium floor.
6. Includes 335 Tons of reinforcing steel at a unit price \$783.80/ton.
7. Our proposal is based on 5,058 cyds of concrete and the following unit prices:

4,000 psi, air entrained, 0.40 w/c ratio	\$71.55/cyd
4,000 psi, lightweight	\$ 91.80/cyd

 Unit prices are exclusive of Admixtures such as superplasticiser, accelerators, winter service, Saturday deliveries, etc.
8. We include the following 2nd & 3rd level auditorium details:
 - includes 8" supported slab below stage;
 - includes 10" supported slab front of stage;
 - includes depressed slab edge for stage flooring FLR -1;
 - includes 5-1/4" light weight deck below auditorium seating;
 - includes 4" raised stepped and sloped deck for auditorium seating.
9. Concrete Tolerances are included as follows:
 - Foundations per ACI standards;
 - Building Tolerances:
 - a. offset between adjacent pieces of formwork -class C ...1/2";
 - b. vertical alignment of walls.....+/- 2" from theoretical plane;
 - c. floor levelness tolerance shall not apply to slabs placed on unshored metal deck.
10. We do not include bracing of the adjacent building foundation walls.
11. We include foundation wall construction as one-sided framing with full height monolith pour.

EXHIBIT #1

12. We do not include the floor levelness per drawing A0.03 (excludes deck shoring and camber).
13. We do not include additional concrete or latex for metal deck deflection. We will screed decks for specified thickness (not to grade).
14. We include the following additional Allowances with in the Concrete scope of work:
 - Weather Protection \$ 55,000
 - FLR – 2,3 Acoustical Material \$ 33,878
 - Concrete fuel surcharge \$ 8,010

Division 4

1. We include standard concrete masonry units. Decorative scored CMU is not included.
2. We include standard grey mortar. Colored mortar is not included.
3. Sealing and / or damp proofing CMU is not included.

Division 5

1. Interior bike racks as manufactured by Bike Security Rack Company, Model BSR-12.9 are included.
2. Steel column covers at the loading dock area are included to a height of 4' AFF.
3. We include eleven two piece manually removable painted steel bollards at the alley; assisted lift bollards are not included.
4. We do not include support steel for hanging toilet partitions. Toilet partitions are included as floor mounted.
5. We include four elevator pit ladders.
6. One roof hatch and one interior prime painted roof ladder are included in the penthouse mechanical room.
7. Stairs 1-4 are included as standard checker plate stairs with manufacturer's standard picket railings and stair details and standard primer.
8. Stair 5 includes ¼" stringers, 14ga. Treads directly welded to the stringers with separate nosings, power tool cleaning of the rails and standard primer. Stainless steel treads on floors 8 – 10 are not included.
9. Stair 6 includes glass rails welded to ¼" stringers, power tool cleaning of the rails and standard primer (Glass railings are included in the Interior Glazing scope of work).
10. We include an allowance of \$ 100,000 for Stair 7 including stair tread and paint finishes (paint and terrazzo treads). Glass railings are included in the Interior Glass scope of work.
11. We include laser cutting for all glass railing support steel. Water jet cutting is not included.
12. Miscellaneous metals are included with standard shop primer. Galvanized brackets are included for the sky garden railing.

EXHIBIT #1

13. Our proposal is based on 1,096 Tons for the structural steel scope of work. Pricing is based on \$613/ton.

Division 6

1. We include perimeter and opening protection.
2. We include installation of doors, frames, hardware and specialties.
3. Includes in wall blocking at all wall cabinets, shelves, toilet rooms, drywall stair shafts.
4. Includes roof blocking.
5. Includes the wood handrail cap at the glass railings.
6. Includes the plastic laminate office casework.
7. We include an Allowance of \$ 50,000 for the Library reference and catalogue desks, including the back counter.
8. We include an Allowance of \$ 75,000 for the reception desk.
9. Our proposal is based on standard plastic laminate colors.
10. We include melamine interiors for all cabinets.
11. We include plastic laminate shelving at Library 804 as shown in detail 6/A4.18.
12. Wood paneling is not included at the Auditorium.
13. Gift shop millwork is not included.
14. We include coat hooks at the classrooms.
15. Wood door frames are included as scheduled.
16. We include solid surface vanity tops in standard colors.
17. We include closet rods and shelving for all closets.
18. We include wood window frames for rooms 213 & 214.
19. Wood trim is not included at the clearstory areas.

Division 7

1. Below grade waterproofing for basement walls is included as Bentonite panels.
2. Clear floor sealer is included for the mechanical and electrical rooms except at rooms 501 and 1101 which include a traffic bearing membrane.
3. Metal panels are not included at the exterior of the mechanical penthouse.
4. We include approximately 620 SF of 7/8" wavy corrugated metal panels, non-insulated, mil finish.
5. We include American Hydrotech 6125 FR with protection board over primed dens deck underlayment over metal deck, 2 layers of 2" insulation, filter fabric and drainage mat at the green roof areas. 2' x2' concrete pavers are included at the 10th floor sky deck and at the perimeter of the green roof areas.
6. Green Roof plant system is included as extensive modules (2' x4' x 4"). Five varieties of sedum are included.
7. Spray on fireproofing system includes the following ratings:

- Columns 4 Hour

EXHIBIT #1

- Floor Deck 1 Hour
- Roof Deck 0 Hour
- Beams and/or joists (floors) 3 Hour
- Beams and / or joist (roof) 2 hours

Division 8

1. Where ½" clear tempered glass sidelites are indicated per the floor plan and tagged CSG We include clear glass will be standard clear (no low iron) with standard flat polished edges at all verticals. Sidelites will be set in a clear anodized channel recessed at the bottom and concealed at the head. Standard sandblasting will be at locations indicated.
2. Where ½" interior glass doors (including slider) in dimensions indicated on the door schedule we include doors that will be standard clear (no low iron) with hardware as indicated. All doors will have 3 5/8" bottom rails, all doors will have floor closers with back check (no back stop or hold open device is included), doors without panic devices will have standard push/pulls, doors with panics (door #'s 117A, 117B and 117C) will have "Blumcraft" H110-A panics with roller strike. Doors without panics will have a dead-bolt and dust-proof strike. Patch panels top and bottom are not included.
3. Where 2 ½" x 10" vertical and 2 ½" x 8" horizontal curtainwall framing in a clear anodized finish is indicated we include extended mullions and jambs are captured (no "aluminum glass hangers" are included in this proposal) with bottom closed off. Corners indicated on floor plans are two (2) mullions with a brake metal closure. Glass used in this curtainwall application will be ½" clear tempered and annealed glass. All steel where needed will be painted with a zinc rich coating in lieu of tneimic or carboline coatings.
4. Glass type GL-2 is included as standard tempered or annealed. Heat soak glass is not included.
5. Where there are exposed edges of glass at the interior curtainwall the exposed edges will be polished.
6. Our proposal is based upon include glass fort guardrails at the 2nd, 3rd, and 4th floor slabs above foyer 117 and at stairs marked #6 and #7. Glass used for these guard rails will be ½" tempered with polished vertical edges. Guardrails are based on a 108" overall height and handrails at stair locations are based on a 48" overall height. Glass guard rail system will be set in a steel support system with brackets to hold the glass guardrail.
7. We include an allowance of \$10,000 for the Audio/Visual windows.
8. All aluminum and glass systems are figured as 2-sided structurally glazed. Four sided structurally glazed units are not included. Glass and aluminum that extends past floor slabs will have continuous vertical members (no hangers). Silicone at butt glazing is included as standard clear.

EXHIBIT #1

9. Our proposal is based on channel set glass (CSG) at the maximum of 120" high (or less if shown) but no taller than 120" in any condition.
10. Fire labels for glass doors are not included
11. We do not include blast resistant and / or sound ratings to STC 51.
12. Electric door strikes are included where shown.
13. Finish hardware is included as an allowance.
14. UL labels on wood doors with oversized cutouts are not included.
15. Pre-finishing of wood doors is included as one color for the project.
16. The wood doors are indicated to be supplied with environmentally certified construction approved by the Forest Stewardship Council. It should be noted that this certified construction is not available for wood doors with a 45, 60 or 90 minute fire ratings as they do not meet certification requirements due to their mineral core construction.
17. Loading dock door OH-1 is included as a coiling overhead door.
18. Coat room fire door OH-2 is included with a powder coat finish.
19. Tenth floor coiling grills OH-3 are included with an aluminum anodized finish.
20. The skylight fire doors OH-4 are included with a manufacturer's standard finish and a manual chain reset. Proper operation of these doors at the designed skylight angle requires further investigation.
21. East elevation curtainwall is based on the following:
 - ASI design with Arcadia as the insrtalling subcontractor.
 - Glass is included as manufactures by Shanghai Pilkington.
 - Horizontal extrusions to the interior of the glass panel as shown on ASI details 1,2,&3 on A8.10.
 - One single patio door is included at the sky terrace.
 - Transition between the skirt and façade occurs between floors in lieu of at the floor line.
 - The clearstory at the upper level is included.
 - Includes a full size mockup of a glass panel .
 - DSK -102 dated 6/2/05 and DSK – 115 through 118 dated 8/16/05 are not included.

Division 9

1. Spray applied acoustical plaster is not included.
2. Acoustical fabric ceilings are not included.
3. We include plaster soffits at the main east elevation above the main entry and west elevation, above the exterior doors.
4. We do not include the skim coat plaster faceted wall. The faceted wall is included as drywall and painted finish.
5. Final engineering will be required for the faceted wall design and as such we have included an Allowance of \$ 40,000.
6. Round GFRG column covers are not included. Typical column covers are included as square drywall columns.

EXHIBIT #1

7. Level 5 finishes are not included.
8. We include insulation behind perimeter furred drywall partitions.
9. We include duct lagging for sound control at identified areas.
10. We do not include light cover at toilet rooms.
11. We include light gauge framing for the auditorium floor construction.
12. We do not include the drywall reveal at the floor. We have included monies for a painted wood base.
13. We include the ceiling recess as shown in detail 3/A10.02
14. Acoustical tile material is included as ACT – 1.
15. We include 3/8" epoxy terrazzo flooring with crack control membrane with zinc divider strips (4,600 SF). We do not include terrazzo base.
16. Crack control membrane is provided below ceramic tile floors.
17. Carpet is included as \$ 21.50/syd installed.
18. We include the stage wood floor.
19. We include 4,300 sf of acoustical wall panels.
20. We include painting of all exposed walls and ceilings, doors, frames, stairs and overhead doors.
21. Intumescent paint at G line is not included.
22. Painting or finishing of millwork is not included.
23. Painting of mechanical /electrical piping and identification of is not included.

Division 10

1. We include floor mounted toilet partitions.
2. Louvers are included in the HVAC scope of work.
3. Wire mesh partitions are not included.
4. Nine double tiered lockers are included.
5. Mobile Storage Shelving is not included.
6. We have included an Allowance of \$ 11,000 for corner guards.
7. Maintenance Support Equipment System is not included.
8. Directories and Signage are provided by the Owner.

Division 11

1. Rigging Curtains and Track are not included as they are included in the Owners Allowances.
2. Projection screens are not included as they are included in the Owners Audio / Visual Allowance.
3. Residential appliances are not included.

Division 12

1. One 21' x 6' walk off grill is included.

EXHIBIT #1

2. Metal Laboratory casework is not included.
3. Book Detection Equipment is not included.
4. We include an Allowance of \$134,875 for fixed Auditorium Seating.
5. Manual roller shades with 1300 series fabric is included for floors 2 through 8. Electric shades are included for the 9th and 10th floors.
6. Adjustable Sound Absorbing Curtains are not included.
7. Classroom Fixed Seating is not included.

Division 13

1. Floating floor systems are included in the concrete scope of work.
2. The Fire Protection Scope of work is included in Division 15.
3. Clean Agent Fire Extinguishing System is not included.

Division 14

1. A cab allowance of \$20,000 is included for each passenger elevator.
2. Freight elevator shall be a Class A in lieu of Class C3 as specified
3. All elevators shall be standard equipment that shall meet speed and capacity.
4. Spare replacement circuit boards are not included.
5. Wheelchair lifts are not included.

Division 15

1. Includes acoustic requirements to the extent shown on the drawings (i.e. key note locations only).
2. Gypsum board duct lagging is included in Division 9 scope of work.
3. Architectural return air slots are not included.
4. The Air Handling equipment does not include infrared filter sections.
5. Does not include CH-3 Sound Attenuators per schedule only.
6. Single wall spiral duct is included in the auditorium.
7. Air Purification Systems are not included.
8. Cut off fees for the City to remove abandon water feeds to the property are not included.
9. City tap and inspection fees for new water and sewer connections are included.
10. Heat tracing and gutter or pavement melting systems are not included.
11. Local grease traps are not included.
12. FM 200 Fire Protection Systems are not included.
13. Misting heads are included for the Pre - Action Fire Sprinkler Systems only.
14. Fire Protection Systems are included in accordance with NFPA 13 for light hazard occupancy in the office areas and ordinary hazard occupancy in storage areas.
15. The fire pump is included as 150psi at 1500gpm.
16. Dry System is included at the Loading Dock area.

EXHIBIT #1

Division 16

1. Empty conduit system is included for the Audio Visual, Voice/Data and Security Systems. Wire, devices and equipment are not included for these systems.
2. Theatrical Lighting and Sound systems are not included. These scopes of work are included in the Owners Allowances.
3. Special back boxes for items such as speakers and sound system components are not included.
4. Light Fixtures are included as an allowance of \$ 450,000.
5. Dimming and daylight harvesting systems is included as an allowance of \$ 267,000.
6. Circuit breaker metering is included as an allowance of \$ 30,000.
7. Circuit breaker metering is not included as connecting with a building automation system.
- 8.

EXHIBIT "2"

SCHEDULE OF UNIT PRICES

EXHIBIT "3"

SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT



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SPECIFICATION LIST - 50% Construction Documents

Spec No.	Spec Description	Latest Spec Date
VOLUME I		
	Bidding Requirements	
00100	Instructions to Bidders	8/1/2005
00200	Information Available To Bidders	8/1/2005
00350	Bid Form	8/1/2005
	Conditions of Contract	
00800	Supplementary Conditions	8/1/2005
	Division 1 - General Requirements	
01100	Summary	8/1/2005
01210	Allowances	8/1/2005
01230	Alternates	8/1/2005
01250	Contract Modification Procedures	8/1/2005
01270	Unit Prices	8/1/2005
01290	Payment Procedures	8/1/2005
01310	Project Management and Coordination	8/1/2005
01320	Construction Progress Documentation	8/1/2005
01322	Photographic Documentation	8/1/2005
01330	Submittal Procedures	8/1/2005
	Digital File Transmittal	8/1/2005
01352	LEEDS Requirements	8/1/2005
01400	Quality Requirements	8/1/2005
01420	References	8/1/2005
01500	Temporary Facilities and Controls	8/1/2005
01524	Construction Waste Management	8/1/2005
01600	Product Requirements	8/1/2005
01700	Execution Requirements	8/1/2005
01731	Cutting and Patching	8/1/2005
01770	Closeout Procedures	8/1/2005
01781	Project Record Documents	8/1/2005
01810	Commissioning Requirements	8/1/2005
01815	HVAC Commissioning Requirements	8/1/2005
	Division 3 - Concrete	Not Available

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SPECIFICATION LIST - 50% Construction Documents

	Division 4 - Masonry	
04810	Unit Masonry Assemblies	8/1/2005
	Division 5 - Metals	
05500	Metal Fabrications	8/1/2005
05511	Metal Stairs	8/1/2005
05521	Steel Tube Railings	8/1/2005
05530	Gratings	8/1/2005
05580	Formed-Metal Fabrications	8/1/2005
05581	Stainless Steel Column Covers	8/1/2005
05582	Entrance Bollards	8/1/2005
05700	Ornamental Metal	8/1/2005
05715	Fabricated Spiral Stairs	8/1/2005
05721	Ornamental Railings	8/1/2005
	Division 6 - Wood and Plastics	
06105	Miscellaneous Carpentry	8/1/2005
06402	Interior Architectural Woodwork	8/1/2005
	Division 7 - Thermal and Moisture Protection	
07142	Hot Fluid-Applied Waterproofing	8/1/2005
07180	Traffic Coating	8/1/2005
07210	Building Insulation	8/1/2005
07414	Composite Metal Wall Panel	8/1/2005
07562	Garden Roofing System	8/1/2005
07564	Hot Rubberized Asphalt Roofing System	8/1/2005
07620	Sheet Metal Flashing and Trim	8/1/2005
07710	Manufactured Roof Specialties	8/1/2005
07720	Roof Accessories	8/1/2005
07811	Sprayed Fire-Resistive Materials	8/1/2005
07841	Through-Penetration Firestop Systems	8/1/2005
07842	Fire Resistive Joint System	8/1/2005
07843	Perimeter Fire Safing	8/1/2005
07920	Joint Sealants	8/1/2005
	Division 8 - Doors and Windows	
08111	Standard Steel Doors and Frames	8/1/2005
08211	Flush Wood Doors	8/1/2005
08300	Sound Control Doors (Non-Acoustically Rated)	8/1/2005
08311	Access Doors and Frames	8/1/2005
08331	Overhead Coiling Doors	8/1/2005
08332	Overhead Coiling Counter Doors	8/1/2005
08334	Overhead Coiling Grille	8/1/2005
08450	All-Glass Entrances and Storefront	8/1/2005
08520	Aluminum Windows	8/1/2005
08630	Metal-Framed Skylights	8/1/2005
08653	Operable Control Room Windows	8/1/2005
08710	Door Hardware	8/9/2005
08800	Glazing	8/1/2005

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SPECIFICATION LIST - 50% Construction Documents

08830	Mirrors	8/1/2005
08912	Structural-Sealant-Glazed Curtain Walls	8/1/2005
08970	Structural Glass Wall	8/1/2005
	Division 9 - Finishes	
09220	Portland Cement Plaster	8/1/2005
09260	Gypsum Board Assemblies	8/1/2005
09265	Gypsum Board Shaft-Wall Assemblies	8/1/2005
09271	Glass-Reinforced Gypsum Fabrications	8/1/2005
09310	Ceramic Tile	8/1/2005
09402	Epoxy Terrazzo	8/1/2005
09404	Pre-Cast Terrazzo Treads and Landing	8/1/2005
09560	Acoustic Fabric Ceilings	8/1/2005
09640	Wood Flooring	8/1/2005
09651	Resilient Floor Tile	8/1/2005
09653	Resilient Wall Base and Accessories	8/1/2005
09671	Resinous Flooring	8/1/2005
09680	Carpet	8/1/2005
09721	Wall Covering Markerboards	8/1/2005
09752	Interior Stone Countertops	8/1/2005
09840	Acoustic Wall Panels	8/1/2005
09912	Painting (Professional Line Products)	8/1/2005
09960	High-Performance Coatings	8/1/2005
	Division 10 - Specialties	
10155	Toilet Compartments	8/1/2005
10200	Louvers	8/1/2005
10505	Metal Lockers	8/1/2005
10520	Fire-Protection Specialties	8/1/2005
10680	Mobile Storage Shelving	8/1/2005
10802	Toilet and Bath Accessories - Public	8/1/2005
	Division 11 - Equipment	
11010	Maintenance Support Equipment System	8/1/2005
11062	Rigging, Curtains and Tracks	8/1/2005
11132	Projection Screens	8/1/2005
11160	Loading Dock Equipment	8/1/2005
	Division 12 - Furnishings	
12484	Floor Mats and Frames	8/1/2005
12494	Roller Shades	8/1/2005
12710	Fixed Auditorium Seating	8/1/2005
	Division 13 - Special Construction	
13080	Floating Floor System	8/1/2005
13700	Security System	8/1/2005
13910	Basic Fire Suppression Material and Methods	8/1/2005
13915	Miscellaneous Equipment & Work	8/1/2005
13920	Fire Pumps	8/1/2005

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13930	Fire Suppression Sprinklers	8/1/2005
13950	Clean Agent Fire Extinguishing System	8/1/2005
13970	Standpipe System	8/1/2005
VOLUME II		
	Division 14 - Conveying Systems	
14211	Four Geared Traction Elevators	7/27/2005
	Division 15 - Mechanical	
15010	Basic Mechanical Requirements	8/1/2005
15020	Shop Drawings, Product Data & Samples	8/1/2005
15040	Background Noise Criteria	7/29/2005
15060	Pipe & Fittings	8/1/2005
15100	Valves	8/1/2005
15120	Piping Specialties	8/1/2005
15140	Supports and Hangers	8/1/2005
15160	Miscellaneous Equipment & Work	8/1/2005
15170	Motors	8/1/2005
15180	Freeze Protection	8/1/2005
15190	Mechanical Identification	8/1/2005
15240	Mechanical Sound & Vibration Control	8/1/2005
15245	Noise Control in Duct and Pipe Systems	7/29/2005
15246	Sound Power Level Limits/Sound Pressure Level Limits	7/29/2005
15250	Mechanical Insulation	8/1/2005
15410	Plumbing Piping	8/1/2005
15420	Plumbing - Outside Utilities	8/1/2005
15430	Plumbing Specialties	8/1/2005
15440	Plumbing Fixtures	8/1/2005
15450	Plumbing Equipment	8/1/2005
15480	Special Systems	8/1/2005
15510	Hydronic Piping	8/1/2005
15540	HVAC Pumps	8/1/2005
15555	Fuel Storage/Distribution	8/1/2005
15680	Refrigeration Water Chillers	8/1/2005
15720	Water Treatment Systems	8/1/2005
15750	Heat Transfer	8/1/2005
15780	Packaged Air Conditioners	8/1/2005
15850	Air Handling	8/1/2005
15885	Air Filters	8/1/2005
15890	Ductwork	8/1/2005
15910	Ductwork Accessories	8/1/2005
15930	Air Terminals	8/1/2005
15950	Control and Instrumentation	8/1/2005
	Control Point Matrix	8/1/2005
15990	Testing, Adjusting and Balancing	8/1/2005

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Division 16 - Electrical		
16010	General Provisions	8/1/2005
16040	Noise and Vibration In Electrical Systems	7/29/2005
16050	Basic Electrical Materials and Methods	8/1/2005
16123	Building Wire and Cable	8/1/2005
16130	Raceways and Boxes	8/1/2005
16140	Wiring Devices	8/1/2005
	Occupancy Sensor Summary	8/1/2005
16235	Engine Generators	8/1/2005
16261	Static Uninterruptible Power Supplies	8/1/2005
16265	Variable Frequency Controllers	8/1/2005
16400	Service and Distribution (600 Volt and Below)	8/1/2005
16411	Enclosed Switches	8/1/2005
16413	Enclosed Transfer Switches	8/1/2005
16430	Metering	8/1/2005
16441	Switchboards	8/1/2005
16442	Panelboards	8/1/2005
16443	Motor Controls	8/1/2005
16452	Grounding	8/1/2005
16461	Dry Type Transformers	8/1/2005
16491	Fuses	8/1/2005
16510	Lamps, Ballasts and Interior Luminaires	8/1/2005
16610	Lightning Protection	8/1/2005
16860	Electric Heating	8/1/2005



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DRAWING LIST - 50% Construction Documents

	Sheet Description	Latest Drawing Date
	Cover Sheet	8/1/2005
	Sheet Index	8/1/2005
1	Plat of Survey	8/1/2005
2	North Vertical Survey	8/1/2005
3	South Vertical Survey	8/1/2005
	General (A0.00) Series	
A0.01	Project Data	8/1/2005
A0.02	Abbreviations And Notes	8/1/2005
A0.03	Specifications Summary	8/1/2005
A0.04	Exiting Diagrams - Lower Level Through Third Floor	8/1/2005
A0.05	Exiting Diagrams - Fourth Floor Through Seventh Floor	8/1/2005
A0.06	Exiting Diagrams - Eighth Floor Through Penthouse	8/1/2005
	Site (A1.00) Series	
A1.01	Site Plan	8/1/2005
	Civil (C-000) Series	
C-100	Site Plan	8/1/2005
C-200	Details	8/1/2005
	Plans (A2-00) Series	
A2.00	Lower Level Floor Plan	8/1/2005
A2.01	First Floor Plan	8/1/2005
A2.02	Second Floor Plan	8/1/2005
A2.03	Third Floor Plan	8/1/2005
A2.04	Fourth Floor Plan	8/1/2005
A2.05	Fifth Floor Plan	8/1/2005
A2.06	Sixth Floor Plan	8/1/2005
A2.07	Seventh Floor Plan	8/1/2005
A2.08	Eighth Floor Plan	8/1/2005
A2.09	Ninth Floor Plan	8/1/2005
A2.10	Tenth Floor Plan	8/1/2005
A2.11	Mechanical Penthouse Plan	8/1/2005

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DRAWING LIST - 50% Construction Documents

	Sheet Description	Latest Drawing Date
	Building Sections And Elevations (A3.00) Series	
A3.01	Exterior Elevations	8/1/2005
A3.02	Exterior Elevations	8/1/2005
A3.03	Building Section	8/1/2005
A3.04	Building Section	8/1/2005
A3.05	Building Sections	8/1/2005
A3.06	Building Sections	8/1/2005
A3.07	Exterior Wall Sections	8/1/2005
A3.08	Exterior Wall Sections	8/1/2005
A3.09	Exterior Wall Sections	8/1/2005
A3.10	Exterior Wall Sections	8/1/2005
A3.11	Exterior Wall Sections	8/1/2005
A3.12	Exterior Wall Sections	8/1/2005
A3.13	Interior Wall Sections	8/1/2005
A3.14	Interior Wall Sections	8/1/2005
A3.15	Interior Wall Sections	8/1/2005
A3.16	Enlarged Elevations	8/1/2005
A3.17	Enlarged Elevations	8/1/2005
	Enlarged Plans (A4.00) Series	
A4.01	Enlarged Plan - Lobby	8/1/2005
A4.02	Interior Elevations - Lobby	8/1/2005
A4.03	Enlarged Plans And Interior Elevations	8/1/2005
A4.04	Enlarged Plans And Interior Elevations	8/1/2005
A4.05	Enlarged Plans And Interior Elevations	8/1/2005
A4.06	Enlarged Plans And Interior Elevations	8/1/2005
A4.07	Enlarged Plans And Interior Elevations	8/1/2005
A4.08	Enlarged Plans And Interior Elevations	8/1/2005
A4.09	Enlarged Plans And Interior Elevations	8/1/2005
A4.10	Enlarged Plans And Interior Elevations	8/1/2005
A4.11	Enlarged Plans And Interior Elevations	8/1/2005
A4.12	Enlarged Plans And Interior Elevations	8/1/2005
A4.13	Enlarged Plans And Interior Elevations	8/1/2005
A4.14	Enlarged Plans And Interior Elevations	8/1/2005
A4.15	Enlarged Plans And Interior Elevations	8/1/2005
A4.16	Enlarged Plans And Interior Elevations	8/1/2005
A4.17	Enlarged Plans And Interior Elevations	8/1/2005
A4.18	Enlarged Plans And Interior Elevations	8/1/2005
A4.19	Enlarged Plans And Interior Elevations	8/1/2005

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	Sheet Description	Latest Drawing Date
A4.20	Enlarged Plans And Interior Elevations	8/1/2005
A4.50	Enlarged Plans And Interior Elevations	8/1/2005
A4.51	Enlarged Plans And Interior Elevations	8/1/2005
A4.52	Enlarged Plans And Interior Elevations	8/1/2005
A4.53	Enlarged Plans And Interior Elevations	8/1/2005
A4.54	Enlarged Plans And Interior Elevations	8/1/2005
A4.55	Enlarged Plans And Interior Elevations	8/1/2005
A4.56	Enlarged Plans And Interior Elevations	8/1/2005
A4.57	Enlarged Plans And Interior Elevations	8/1/2005
A4.58	Enlarged Plans And Interior Elevations	8/1/2005
A4.59	Enlarged Plans And Interior Elevations	8/1/2005
A4.60	Enlarged Plans And Interior Elevations	8/1/2005
A4.61	Enlarged Plans And Interior Elevations	8/1/2005
A4.62	Enlarged Plans And Interior Elevations	8/1/2005
A4.63	Enlarged Plans And Interior Elevations	8/1/2005
	Auditorium (A5.00) Series	
A5.01	Auditorium - Second Floor Plan	8/1/2005
A5.02	Auditorium - Third Floor Plan	8/1/2005
A5.03	Auditorium - Section	8/1/2005
A5.04	Auditorium - Section	8/1/2005
A5.05	Auditorium - Interior Elevations	8/1/2005
A5.06	Auditorium - Interior Elevations	8/1/2005
A5.07	Auditorium - Interior Elevations	8/1/2005
A5.08	Auditorium -	8/1/2005
A5.09	Auditorium -	8/1/2005
A5.10	Auditorium - Third Floor Reflected Ceiling Plan	8/1/2005
A5.11	Auditorium - Details	8/1/2005
A5.12	Auditorium - Details	8/1/2005
A5.13	Auditorium - Details	8/1/2005
	Reflected Ceiling Plans (A6.00) Series	
A6.00	Lower Level Reflected Ceiling Plan	8/1/2005
A6.01	First Floor Reflected Ceiling Plan	8/1/2005
A6.02	Second Floor Reflected Ceiling Plan	8/1/2005
A6.03	Third Floor Reflected Ceiling Plan	8/1/2005
A6.04	Fourth Floor Reflected Ceiling Plan	8/1/2005
A6.05	Fifth Floor Reflected Ceiling Plan	8/1/2005
A6.06	Sixth Floor Reflected Ceiling Plan	8/1/2005

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	Sheet Description	Latest Drawing Date
A6.07	Seventh Floor Reflected Ceiling Plan	8/1/2005
A6.08	Eighth Floor Reflected Ceiling Plan	8/1/2005
A6.09	Ninth Floor Reflected Ceiling Plan	8/1/2005
A6.10	Tenth Floor Reflected Ceiling Plan	8/1/2005
A6.11	Mechanical Penthouse Reflected Ceiling Plan	8/1/2005
	Vertical Circulation (A7.00) Series	
A7.01	Stairway Plans and Sections	8/1/2005
A7.02	Stairway Plans and Sections	8/1/2005
A7.03	Stairway Plans and Sections	8/1/2005
A7.04	Stairway Plans and Sections	8/1/2005
A7.05	Stairway Plans and Sections	8/1/2005
A7.07	Stairway Plans and Sections	8/1/2005
A7.08	Stairway Plans and Sections	8/1/2005
A7.10	Elevator Plans and Sections	8/1/2005
A7.11	Elevator Plans and Sections	8/1/2005
	Curtain Wall Details (A8.00) Series	
A8.00	Curtain Wall - General Notes	8/1/2005
A8.00a	Curtain Wall - Elevation	8/1/2005
A8.00b	Curtain Wall - Isometric View	8/1/2005
A8.01	Curtain Wall - Plans	8/1/2005
A8.02	Curtain Wall - Plans	8/1/2005
A8.03	Curtain Wall - Plans	8/1/2005
A8.04	Curtain Wall - Plans	8/1/2005
A8.05	Curtain Wall - Projected Elevation	8/1/2005
A8.06	Curtain Wall - Developed Elevation	8/1/2005
A8.07	Curtain Wall - Wall Sections	8/1/2005
A8.08	Curtain Wall - Section Details	8/1/2005
A8.09	Curtain Wall - Vertical Extrusion Details	8/1/2005
A8.10	Curtain Wall - Horizontal Mullion Details	8/1/2005
A8.11	Curtain Wall - Panel Study	8/1/2005
A8.12	Curtain Wall - Panel Study	8/1/2005
A8.13	Curtain Wall - Floor and Mullion Details	8/1/2005
A8.14	Curtain Wall - Floor Details	8/1/2005
A8.15	Curtain Wall - Mullion Space Study	8/1/2005
A8.16	Curtain Wall - Balustrade and Lower Cantilever Details	8/1/2005
A8.17	Curtain Wall - Building Edge Details	8/1/2005
A8.18	Curtain Wall - Upper Return Detail	8/1/2005

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	Sheet Description	Latest Drawing Date
A8.19	Curtain Wall - Pipe Strut/Header Details	8/1/2005
A8.20	Curtain Wall - Isometric Study - I.G. Unit	8/1/2005
A8.21	Curtain Wall - Isometric Study - Fold	8/1/2005
A8.22	Curtain Wall - Isometric Study - Hubs 1 & 4	8/1/2005
A8.23	Curtain Wall - Isometric Study - Hubs 2 & 3	8/1/2005
A8.24	Curtain Wall - Isometric Study - Return Panel	8/1/2005
A8.25	Curtain Wall - Isometric Study - Skirt	8/1/2005
A8.26	Curtain Wall - Design Wind Loads Study	8/1/2005
	Exterior Details (A9.00) Series	
A9.01	Exterior Wall Details	8/1/2005
A9.02	Exterior Wall Details	8/1/2005
A9.03	Exterior Wall Details	8/1/2005
A9.04	Exterior Wall Details	8/1/2005
A9.05	Exterior Wall Details	8/1/2005
A9.06	Exterior Wall Details	8/1/2005
A9.07	Exterior Wall Details	8/1/2005
A9.08	Exterior Wall Details	8/1/2005
	Interior Details (A10.00) Series	
A10.01	Interior Details	8/1/2005
A10.02	Interior Details	8/1/2005
A10.03	Interior Details	8/1/2005
A10.04	Interior Details	8/1/2005
A10.05	Interior Details	8/1/2005
A10.06	Interior Details	8/1/2005
A10.10	Interior Details	8/1/2005
A10.20	Millwork	8/1/2005
A10.21	Millwork	8/1/2005
A10.22	Millwork	8/1/2005
	Assembly Types and Schedules (A11.00) Series	
A11.01	Wall Types - Interior	8/1/2005
A11.02	Wall Types - Interior	8/1/2005
A11.03	Wall Types - Exterior	8/1/2005
A11.04	Wall Details	8/1/2005
A11.06	Ceiling Types	8/1/2005
A11.07	Floor Types	8/1/2005
A11.08	Room Finish Schedule	8/1/2005

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	Sheet Description	Latest Drawing Date
A11.10	Door Schedule	8/10/2005
A11.11	Door Schedule	8/10/2005
A11.12	Door Details	8/1/2005
A11.13	Door Details	8/1/2005
	Structural (S0.00) Series	
S0.1	Structural Notes	8/1/2005
S0.2	Structural Notes	8/1/2005
S0.3	Loading Diagrams	8/1/2005
S0.4	Loading Diagrams	8/1/2005
S1.0	Caisson and Grade Beam Plan	8/1/2005
S1.05	Lower Level Plan	8/1/2005
S1.1	First Floor Framing Plan	8/1/2005
S1.2	Second Floor Framing Plan	8/1/2005
S1.3	Third Floor Framing Plan	8/1/2005
S1.4	Fourth Floor Framing Plan	8/1/2005
S1.5	Fifth Floor Framing Plan	8/1/2005
S1.6	Sixth Floor Framing Plan	8/1/2005
S1.7	Seventh Floor Framing Plan	8/1/2005
S1.8	Eighth Floor Framing Plan	8/1/2005
S1.9	Ninth Floor Framing Plan	8/1/2005
S1.10	Tenth Floor Framing Plan	8/1/2005
S1.11	Roof Floor Framing Plan	8/1/2005
S2.1	Foundation Details	8/1/2005
S2.2	Shear Wall Layout and Details	8/1/2005
S2.3	Foundation Details	8/1/2005
S2.4	Foundation Details	8/1/2005
S2.5	Foundation Details	8/1/2005
S2.6	Foundation Details	8/1/2005
S3.1	Column Schedule	8/1/2005
S3.2	Steel Details	8/1/2005
S3.3	Steel Details	8/1/2005
S3.4	Steel Details	8/1/2005
S3.5	Steel Details	8/1/2005
S3.6	Transfer Truss Details	8/1/2005
S3.7	Hardening Details	8/1/2005
S3.8	Masonry Details	8/1/2005
S3.9	Façade Edge of Slab Details	8/1/2005

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	Sheet Description	Latest Drawing Date
	Mechanical (M0.00) Series	
M0.01	Mechanical Schedules 1	8/1/2005
M0.02	Mechanical Schedules 2	8/1/2005
M0.03	Mechanical Schedules 3	8/1/2005
M0.04	Mechanical Schedules 4	8/1/2005
M1.01	Air Riser Diagrams	8/1/2005
M1.02	Chilled Water Riser Diagram	8/1/2005
M1.03	Air Handling Unit Elevations and Control Schematics	8/1/2005
M2.00	Lower Level Mechanical Plan	8/1/2005
M2.01	First Floor Mechanical Plan	8/1/2005
M2.02	Second Floor Mechanical Plan	8/1/2005
M2.03	Third Floor Mechanical Plan	8/1/2005
M2.04	Fourth Floor Mechanical Plan	8/1/2005
M2.05	Fifth Floor Mechanical Plan	8/1/2005
M2.06	Sixth Floor Mechanical Plan	8/1/2005
M2.07	Seventh Floor Mechanical Plan	8/1/2005
M2.08	Eighth Floor Mechanical Plan	8/1/2005
M2.09	Ninth Floor Mechanical Plan	8/1/2005
M2.10	Tenth Floor Mechanical Plan	8/1/2005
M2.11	Roof Mechanical Plan	8/1/2005
M3.01	Enlarged Plans and Sections	8/1/2005
M3.02	Enlarged Plans and Sections 2	8/1/2005
M4.01	Lower Level Through 3rd Floor Atrium Mechanical Plan	8/1/2005
M4.02	4th Floor Through 7th Floor Atrium Mechanical Plans	8/1/2005
M4.03	8th Floor Through Roof Atrium Mechanical Plans	8/1/2005
M5.01	Lower Level Through 3rd Floor Acoustical Requirement Plan	8/1/2005
M5.02	4th Floor Through 7th Floor Acoustical Requirement Plan	8/1/2005
M5.03	8th Floor Through Roof Acoustical Requirement Plan	8/1/2005
M6.01	Mechanical Details 1	8/1/2005
M6.02	Mechanical Details 2	8/1/2005
M6.03	Mechanical Details 3	8/1/2005
M6.04	Mechanical Details 4	8/1/2005
M6.05	Acoustical Treatment Details	8/1/2005
	Electrical (E0.00) Series	
E0.01	Electrical Symbols	8/1/2005
E0.11	Electrical One-Line Diagram - 480/277V	8/1/2005
E0.12	Electrical One-Line Diagram - 208/120V	8/1/2005
E0.13	Electrical One-Line Diagram - Emergency	8/1/2005

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	Sheet Description	Latest Drawing Date
E0.31	Electrical Schedules	8/1/2005
E0.32	Electrical Schedules	8/1/2005
E1.00	Lower Level Lighting Plan	8/1/2005
E1.01	First Floor Lighting Plan	8/1/2005
E1.02	Second Floor Lighting Plan	8/1/2005
E1.03	Third Floor Lighting Plan	8/1/2005
E1.04	Fourth Floor Lighting Plan	8/1/2005
E1.05	Fifth Floor Lighting Plan	8/1/2005
E1.06	Sixth Floor Lighting Plan	8/1/2005
E1.07	Seventh Floor Lighting Plan	8/1/2005
E1.08	Eighth Floor Lighting Plan	8/1/2005
E1.09	Ninth Floor Lighting Plan	8/1/2005
E1.10	Tenth Floor Lighting Plan	8/1/2005
E1.11	Roof Lighting Plan	8/1/2005
E2.00	Lower Level Power Plan	8/1/2005
E2.01	First Floor Power Plan	8/1/2005
E2.02	Second Floor Power Plan	8/1/2005
E2.03	Third Floor Power Plan	8/1/2005
E2.04	Fourth Floor Power Plan	8/1/2005
E2.05	Fifth Floor Power Plan	8/1/2005
E2.06	Sixth Floor Power Plan	8/1/2005
E2.07	Seventh Floor Power Plan	8/1/2005
E2.08	Eighth Floor Power Plan	8/1/2005
E2.09	Ninth Floor Power Plan	8/1/2005
E2.10	Tenth Floor Lighting Plan	8/1/2005
E2.11	Roof Power Plan	8/1/2005
E3.00	Lower Level HVAC Power Plan	8/1/2005
E3.01	First Floor HVAC Power Plan	8/1/2005
E3.02	Second Floor HVAC Power Plan	8/1/2005
E3.03	Third Floor HVAC Power Plan	8/1/2005
E3.04	Fourth Floor HVAC Power Plan	8/1/2005
E3.05	Fifth Floor HVAC Power Plan	8/1/2005
E3.06	Sixth Floor HVAC Power Plan	8/1/2005
E3.07	Seventh Floor HVAC Power Plan	8/1/2005
E3.08	Eighth Floor HVAC Power Plan	8/1/2005
E3.09	Ninth Floor HVAC Power Plan	8/1/2005
E3.10	Tenth Floor HVAC Power Plan	8/1/2005
E3.11	Roof HVAC Power Plan	8/1/2005
E6.01	Electrical Details	8/1/2005

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	Sheet Description	Latest Drawing Date
E6.02	Electrical Details	8/1/2005
E6.03	Electrical Details	8/1/2005
	Fire Alarm (FA0.00) Series	
FA0.01	Fire Alarm Riser Diagram & Symbols	8/1/2005
FA1.00	Lower Level Fire Alarm Plan	8/1/2005
FA1.01	First Floor Fire Alarm Plan	8/1/2005
FA1.02	Second Floor Fire Alarm Plan	8/1/2005
FA1.03	Third Floor Fire Alarm Plan	8/1/2005
FA1.04	Fourth Floor Fire Alarm Plan	8/1/2005
FA1.05	Fifth Floor Fire Alarm Plan	8/1/2005
FA1.06	Sixth Floor Fire Alarm Plan	8/1/2005
FA1.07	Seventh Floor Fire Alarm Plan	8/1/2005
FA1.08	General Notes	8/1/2005
FA1.09	General Notes	8/1/2005
FA1.10	Typical Concrete Details	8/1/2005
FA1.11	Typical Steel Details	8/1/2005
	Plumbing (P0.00) Series	
P0.01	Plumbing Schedules and Specifications	8/1/2005
P0.02	Plumbing Details	8/1/2005
P0.03	Waste & Vent Riser Diagram	8/1/2005
P0.04	Cold Water Riser Diagram	8/1/2005
P1.UG	Underground Plumbing Plan	8/1/2005
P1.00	Lower Level Plumbing Plan	8/1/2005
P1.01	First Floor Plumbing Plan	8/1/2005
P1.02	Second Floor Plumbing Plan	8/1/2005
P1.03	Third Floor Plumbing Plan	8/1/2005
P1.04	Fourth Floor Plumbing Plan	8/1/2005
P1.05	Fifth Floor Plumbing Plan	8/1/2005
P1.06	Sixth Floor Plumbing Plan	8/1/2005
P1.07	Seventh Floor Plumbing Plan	8/1/2005
P1.08	Eighth Floor Plumbing Plan	8/1/2005
P1.09	Ninth Floor Plumbing Plan	8/1/2005
P1.10	Tenth Floor Plumbing Plan	8/1/2005
P1.11	Roof Plumbing Plan	8/1/2005
	Fire Protection (FP0.00) Series	
FP0.01	Fire Protection Riser Diagram & Symbols	8/1/2005

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	Sheet Description	Latest Drawing Date
FP0.02	Fire Protection Notes & Details	8/1/2005
FP1.00	Lower Level Fire Protection Plan	8/1/2005
FP1.01	First Floor Fire Protection Plan	8/1/2005
FP1.02	Second Floor Fire Protection Plan	8/1/2005
FP1.03	Third Floor Fire Protection Plan	8/1/2005
FP1.04	Fourth Floor Fire Protection Plan	8/1/2005
FP1.05	Fifth Floor Fire Protection Plan	8/1/2005
FP1.06	Sixth Floor Fire Protection Plan	8/1/2005
FP1.07	Seventh Floor Fire Protection Plan	8/1/2005
FP1.08	Eighth Floor Fire Protection Plan	8/1/2005
FP1.09	Ninth Floor Fire Protection Plan	8/1/2005
FP1.10	Tenth Floor Fire Protection Plan	8/1/2005
FP1.11	Roof Fire Protection Plan	8/1/2005
	Telecommunications (TC0.00) Series	
TC0.01	Telecommunication Specifications Sheet	8/1/2005
TC0.02	Telecommunication Specifications Sheet	8/1/2005
TC0.03	Telecommunication Specifications Sheet	8/1/2005
TC0.04	Telecommunication Specifications Sheet	8/1/2005
TC0.05	Telecommunication Specifications Sheet	8/1/2005
TC0.10	Telecommunications Riser Diagrams	8/1/2005
TC0.11	Telecommunications Riser Diagrams	8/1/2005
TC0.20	Installation Guidelines	8/1/2005
TC0.21	Telecommunications Typical Faceplate Details	8/1/2005
TC0.22	Grounding Detail	8/1/2005
TC0.23	Grounding Detail	8/1/2005
TC0.30	Telecommunications Net-Pop/Data Room Details	8/1/2005
TC0.31	Telecommunications Data Room #409 Details	8/1/2005
TC0.32	Telecommunications Data Room #603 Details	8/1/2005
TC0.33	Telecommunications Data Room #503 Details	8/1/2005
TC0.34	Telecommunications Data Room #802 Details	8/1/2005
TC0.35	Telecommunications Data Room #1005 Details	8/1/2005
TC1.00	Lower Level Telecommunications Plan	8/1/2005
TC1.01	First Floor Telecommunications Plan	8/1/2005
TC1.02	Second Floor Telecommunications Plan	8/1/2005
TC1.03	Third Floor Telecommunications Plan	8/1/2005
TC1.04	Fourth Floor Telecommunications Plan	8/1/2005
TC1.05	Fifth Floor Telecommunications Plan	8/1/2005
TC1.06	Sixth Floor Telecommunications Plan	8/1/2005

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	Sheet Description	Latest Drawing Date
TC1.07	Seventh Floor Telecommunications Plan	8/1/2005
TC1.08	Eighth Floor Telecommunications Plan	8/1/2005
TC1.09	Ninth Floor Telecommunications Plan	8/1/2005
TC1.10	Tenth Floor Telecommunications Plan	8/1/2005
	Audio/Visual Systems (EA0.00) Series	
EA1.00	EA General Notes & Drawing Index	8/1/2005
EA1.01	EA General Details	8/1/2005
EA1.02	EA Backbox Schedules	8/1/2005
EA2.00	EA Conduit Plan - Lower Level Floor Plan	8/1/2005
EA2.01	EA Conduit Plan - First Floor Plan	8/1/2005
EA2.02	EA Conduit Plan - Second Floor Plan	8/1/2005
EA2.03	EA Conduit Plan - Third Floor Plan	8/1/2005
EA2.04	EA Conduit Plan - Fourth Floor Plan	8/1/2005
EA2.05	EA Conduit Plan - Fifth Floor Plan	8/1/2005
EA2.06	EA Conduit Plan - Sixth Floor Plan	8/1/2005
EA2.07	EA Conduit Plan - Seventh Floor Plan	8/1/2005
EA2.08	EA Conduit Plan - Eighth Floor Plan	8/1/2005
EA2.09	EA Conduit Plan - Ninth Floor Plan	8/1/2005
EA2.10	EA Conduit Plan - Tenth Floor Plan	8/1/2005
EA3.00	EA Conduit Plan - Lower Level RCP	8/1/2005
EA3.01	EA Conduit Plan - First Floor RP	8/1/2005
EA3.02	EA Conduit Plan - Second Floor RCP	8/1/2005
EA3.03	EA Conduit Plan - Third Floor RCP	8/1/2005
EA3.04	EA Conduit Plan - Fourth Floor RCP	8/1/2005
EA3.05	EA Conduit Plan - Fifth Floor RCP	8/1/2005
EA3.06	EA Conduit Plan - Sixth Floor RCP	8/1/2005
EA3.07	EA Conduit Plan - Seventh Floor RCP	8/1/2005
EA3.08	EA Conduit Plan - Eighth Floor RCP	8/1/2005
EA3.09	EA Conduit Plan - Ninth Floor RCP	8/1/2005
EA3.10	EA Conduit Plan - Tenth Floor RCP	8/1/2005
	Security (SD0.00) Series	
SD1.00	Lighting System Riser Diagram	8/1/2005
SD2.01	Lower Level Security Device Location Plan	8/1/2005
SD2.02	First Floor Security Device Location Plan	8/1/2005
SD2.03	Second Floor Security Device Location Plan	8/1/2005
SD2.04	Third Floor Security Device Location Plan	8/1/2005
SD2.05	Fourth Floor Security Device Location Plan	8/1/2005

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	Sheet Description	Latest Drawing Date
SD2.06	Fifth Floor Security Device Location Plan	8/1/2005
SD2.07	Sixth Floor Security Device Location Plan	8/1/2005
SD2.08	Seventh Floor Security Device Location Plan	8/1/2005
SD2.09	Eighth Floor Security Device Location Plan	8/1/2005
SD2.10	Ninth Floor Security Device Location Plan	8/1/2005
SD2.11	Tenth Floor Security Device Location Plan	8/1/2005
SD2.12	Roof Security Device Location Plan	8/1/2005
SD3.01	Lower Level Security Device Location Plan	8/1/2005
SD3.02	First Floor Security Device Location Plan	8/1/2005
SD3.03	Second Floor Security Device Location Plan	8/1/2005
SD3.04	Third Floor Security Device Location Plan	8/1/2005
SD3.05	Fourth Floor Security Device Location Plan	8/1/2005
SD3.06	Fifth Floor Security Device Location Plan	8/1/2005
SD3.07	Sixth Floor Security Device Location Plan	8/1/2005
SD3.08	Seventh Floor Security Device Location Plan	8/1/2005
SD3.09	Eighth Floor Security Device Location Plan	8/1/2005
SD3.10	Ninth Floor Security Device Location Plan	8/1/2005
SD3.11	Tenth Floor Security Device Location Plan	8/1/2005
SD3.12	Roof Security Device Location Plan	8/1/2005
SD4.00	Security Block Diagrams	8/1/2005
SD4.01	Security Block Diagrams	8/1/2005
SD4.02	Security Block Diagrams	8/1/2005
SD4.03	Security Block Diagrams	8/1/2005
SD4.04	Security Block Diagrams	8/1/2005
SD5.00	Security Device Details	8/1/2005
SD5.01	Security Device Details	8/1/2005
SD5.02	Security Device Details	8/1/2005
SD6.00	Security Conduit Details	8/1/2005
SD6.01	Security Conduit Details	8/1/2005
	Auditorium (SK0.0) Series	
CH0.1	Lecture Hall Seating Schedule & Details	8/1/2005
CH1.0	Lecture Hall Main Floor Seating Plan	8/1/2005
CH1.1	Lecture Hall Balcony Level Seating Plan	8/1/2005
TE0.1	Lecture Hall Lighting System Riser Diagram	8/1/2005
TE0.2	Lecture Hall Lighting System Device Schedules	8/1/2005
TR1.0	Lecture Hall Rigging System 2nd Floor Plan	8/1/2005
TR1.1	Lecture Hall Rigging System 3rd Floor Plan	8/1/2005
TR2.0	Lecture Hall Rigging System Section & Details	8/1/2005

EXHIBIT "6"

ADDENDA

EXHIBIT "7"

OTHER CONTRACT DOCUMENTS

GENERAL CONDITIONS - STAFF AND STAFF EXPENSES

W.E.O'NEIL CONSTRUCTION COMPANY

PROJECT: *Spertus*
OWNER: *Spertus Institute of Jewish Studies*
ARCHITECT: *Kruek & Sexton*

SHEET NO. 1 OF 3
 AREA:
 BID DATE: *16-Sep-05*

PROJECT SCHEDULE

PROJECT DURATION Months 22 Weeks

GEN. CONDITIONS TOTAL	MTL COST	LBR COST
SALARIED TOTALS	\$ -	\$ 930,976.50
NON - SALARIED TOTALS	\$ -	\$ -
TOTALS	\$ -	\$ 930,976.50

GEN. CONDITIONS TOTAL

\$ 930,977
 \$ 42,317.11 /Month

SALARIED LABOR

CODE	DESCRIPTION	EST QTY	UNIT	U/P MTL	TOTAL MTL COST	U/P LABOR	TOTAL LBR COST	NOTES
00100	PROJECT EXECUTIVE	95.00	WK		\$ -	\$ 450.00	\$ 42,750.00	
00102	PROJECT MANAGER	100.00	WK		\$ -	\$ 1,995.00	\$ 199,500.00	
00103	PROJECT SUPT	90.00	WK		\$ -	\$ 2,050.00	\$ 184,500.00	
00104	MECH SUPT		WK		\$ -		\$ -	
00105	PROJ ENGINEER #1	90.00	WK		\$ -	\$ 1,000.00	\$ 90,000.00	
00105	PROJ ENGINEER #2	-	WK		\$ -	\$ -	\$ -	
00106	ASST SUPT - #1		WK		\$ -		\$ -	
00106	ASST SUPT - #2		WK		\$ -		\$ -	
00107	FIELD ENGINEERING		WK		\$ -		\$ -	
00108	SCHEDULE ENGINEER		WK		\$ -		\$ -	
00109	ESTIMATOR		WK		\$ -		\$ -	
00110	OFFICE MANAGER	90.00	WK		\$ -	\$ 800.00	\$ 72,000.00	
00111	CLERK RECEPTIONIST		WK		\$ -		\$ -	
00112	CONTRACT ADMIN		WK		\$ -		\$ -	
00113	SAFETY ENGINEER	86.00	WK		\$ -	\$ 110.00	\$ 9,460.00	
00117	INFO SYSTEMS		WK		\$ -	\$ -	\$ -	
00114	PRECONSTRUCTION - see detail		detl		\$ -		\$ -	
00116	COST CONTROL	22.00	wk		\$ -	\$ 110.00	\$ 2,420.00	
01610	ACCOUNTING SERVICES	-	MO		\$ -	\$ -	\$ -	
	SUB TOTALS				\$ -		\$ 600,630.00	
	FRINGES	55%					\$ 330,346.50	

SALARIED LABOR TOTAL

\$ 930,976.50
SHEET NO. 2 OF 3

NON - SALARIED LABOR

CODE	DESCRIPTION	EST QTY	UNIT	U/P MTL	TOTAL MTL COST	U/P LABOR	TOTAL LBR COST	NOTES
01104	TRAVEL EXPENSES - see detail		detl		\$ -		\$ -	
01105	GENERAL EXPENSE	IN GR'S	MO	\$ -	\$ -		\$ -	
01107	RELOCATION EXP - see detail		detl		\$ -		\$ -	
01108	SUBSISTENCE-in relocation		MO		\$ -		\$ -	
01109	REPROD DRAWINGS	IN GR'S	AL	\$ -	\$ -		\$ -	
01110	POSTAGE MAILING	IN GR'S	MO	\$ -	\$ -		\$ -	
01112	OFF EQUIP/SUPPLY - see detail	IN GR'S	detl	\$ -	\$ -		\$ -	
01113	TELEPHONE/FAX	IN GR'S	MO	\$ -	\$ -		\$ -	
01115	OVERTIME - WEO staff		UNIT		\$ -		\$ -	
01121	TEMP PHONE INST		EA		\$ -		\$ -	
01122	PAY PHONE		MO		\$ -		\$ -	
01207	JOB TRUCKS		MO		\$ -		\$ -	
01208	PICKUP TRUCKS	IN GR'S	MO	\$ -	\$ -		\$ -	
01209	COMPANY CARS	IN GR'S	MO	\$ -	\$ -		\$ -	
01220	DIESEL FUEL		GAL		\$ -		\$ -	
01221	GASOLINE	IN GR'S	MO	\$ -	\$ -		\$ -	
01222	REPAIR/MAINT	IN GR'S	UNIT	\$ -	\$ -		\$ -	
01223	SHIP IN & OUT	IN GR'S	UNIT	\$ -	\$ -	\$ -	\$ -	
01224	MOVE PERMITS		EA		\$ -		\$ -	
01225	SMALL TOOLS/SPL	IN GR'S	UNIT	\$ -	\$ -		\$ -	
01301	FIELD OFFICES	IN GR'S	MO	\$ -	\$ -		\$ -	
01302	SHEDS & VANS		MO		\$ -		\$ -	
01303	OWNER OFFICE		MO		\$ -		\$ -	
01304	MAINTN OFF/SHED	IN GR'S	WK	\$ -	\$ -	\$ -	\$ -	
01305	SET UP OFFICE	IN GR'S	UNIT	\$ -	\$ -	\$ -	\$ -	
01306	PARKING	IN GR'S	MO	\$ -	\$ -		\$ -	
01307	TEMP TOILETS	IN GR'S	MO	\$ -	\$ -		\$ -	
01308	EXCESS FACILITY		UNIT		\$ -		\$ -	
01311	TEMP ELEC UTILITY CHR	IN GR'S	MO	\$ -	\$ -		\$ -	
01312	UTILITY GAS CHARGES		MO		\$ -		\$ -	
01315	PROJECT SIGN	IN GR'S	EA	\$ -	\$ -		\$ -	
01316	DRINKING WATER	IN GR'S	MO	\$ -	\$ -		\$ -	
01411	WARRANTY WORK		UNIT		\$ -		\$ -	
01502	SAFETY ITEMS	IN GR'S	MO	\$ -	\$ -		\$ -	
01503	FIRE PROTECTION		FLRS		\$ -		\$ -	
01506	FIRST AID	IN GR'S	UNIT		\$ -		\$ -	
01507	MOLD PROGRAM	IN GR'S	UNIT		\$ -		\$ -	

EXHIBIT 9

SHEET NO. 3 OF 3

CODE	DESCRIPTION	EST QTY	UNIT	U/P MTL	TOTAL MTL COST	U/P LABOR	TOTAL LBR COST	NOTES
01602	BUILDING PERMIT	IN GR'S	UNIT		\$ -		\$ -	
01603	PHOTOS		MO		\$ -		\$ -	
01604	TESTING SERVICES	By Owner	UNIT		\$ -		\$ -	
01606	CONTRACT COSTS	IN GR'S	LS	\$ -	\$ -		\$ -	
01607	ROOF CONSULTANT		LS		\$ -		\$ -	
01608	AS BUILTS/OM MANUALS		UNIT		\$ -		\$ -	
01622	DESIGN CONSULTANTS		UNIT		\$ -		\$ -	
01625	SOILS ENGINEER		UNIT		\$ -		\$ -	
01801	PERFORMANCE BOND		UNIT		\$ -		\$ -	
01803	BUILDERS RISK INS	By Owner	UNIT		\$ -		\$ -	
01806	GEN. LIAB. INSURANCE		UNIT		\$ -		\$ -	
01810	RAILROAD INSURANCE	Not Included	UNIT		\$ -		\$ -	
01811	EXCESS UMBRELLA		UNIT		\$ -		\$ -	
01812	ACCOUNTING CHARGES		UNIT		\$ -		\$ -	
	MATERIAL & EQ TOTALS				\$ -		\$ -	
	FRINGES	60%					\$ -	
	NON SALARIED LABOR TOTAL						\$ -	



ALLOWANCES INCLUDED IN GMP - 1

DATE: October 14, 2005
PROJECT: Spertus Institute for Jewish Studies
RE: 50% CD GMP - 1 Budget Estimate Presentation

• Underground Obstructions	\$14,000
• Watchman Services	\$50,000
• Repairs to Neighboring Buildings	\$50,000
• Com Ed Temp Power Fees	\$50,000
• Vibration & Settlement Surveys	\$60,000
• Street Lighting Changes by City of Chicago	\$38,000
• Underpinning (includes \$190,000 for earth retention & \$55,000 for concrete)	\$245,000
• Precast Planters	\$25,000
• Sky Terrace Landscaping	\$10,000
• 10th Floor Sealer	\$20,960
• 9th & 10th Floor Gallery Topping	\$35,330
• Concrete Reinforcement Steel: 335 Tons @ \$783.80 per Ton (material costs)	\$262,305
• 4000 psi Ready Mix Concrete: 3626 cy @ \$71.55/cy	\$259,440
• 4000 psi Light Weight Ready Mix Concrete: 1432 cy @ \$91.80/cy	\$131,458
• FLR-2,3 Acoustical Material	\$33,878
• Concrete Weather Protection	\$55,000

EXHIBIT 10

• Concrete Fuel Surcharge	\$8,010
• Structural Steel: 1096 Tons @ \$613 per Ton	\$671,848
• Stair No. 7 (Treads & Paint)	\$100,000
• Entrance Bollards	\$3,000
• Cable Net Systems	\$100,000
• Stage Wood Doors	\$50,000
• Door Hardware	\$104,000
• Library Reference and Catalogue Desks	\$50,000
• Reception Desk	\$75,000
• Audio Visual Windows	\$10,000
• Fire Shutters on top of Skylight	\$31,000
• Spray Applied Acoustical Cement Plaster	\$83,835
• Faceted Wall, First Floor	\$40,000
• Window Washing Systems	\$85,000
• Fixed Auditorium Seating	\$134,875
• Elevator Cab Finishes	\$60,000
• Lighting & Dimming Package	\$677,000
• Corner Guards	\$11,000
• Circuit Breaker Metering	\$30,000
TOTAL \$3,664,939	



EXHIBIT #11

**OWNER ALLOWANCE NOT
IN GMP - 1**

DATE: October 19, 2005

PROJECT: Spertus Institute of Jewish Studies

RE: 50% CD GMP – 1 Budget Estimate Presentation

- Building Permits
- Testing & Soil Borings
- Performance Mock-ups & Testing
- Finish Mock-Ups
- Projector Brackets
- Projector Screens (Electric or otherwise)
- Auditorium Projector Screens (Electric or otherwise)
- Building Directories
- Signage
- Performance Lighting & Stage Rigging
- Acoustical Curtains
- Auditorium A/V, Equipment & Lighting
- FF & E
- Drapes at Auditorium & L – 16
- Building A/V Equipment
- Building Sound Systems
- Security Systems Devices & Equipment
- Voice/Data Equipment & Cable
- Theatrical Lighting

AIA Document A201/CMa

General Conditions of the Contract for Construction

Where the Construction Manager is NOT a Constructor

1992 CONSTRUCTION MANAGER-ADVISER EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION.*

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Construction Manager and Contractor, (3) between the Architect and Construction Manager, (4) between the Owner and a Subcontractor or Sub-subcontractor or (5) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors and by the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.1.8 Approved When the words "approved," "satisfactory," "proper," or "as directed" are used, approval by the Architect shall be understood.

1.1.9 Provide When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operations or use under the terms of the Specifications.

1.1.10 Addenda Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarifications, or corrections.

1.1.11 Bulletins Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract that request a proposal from the Contractor that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents.

1.1.12 Knowledge The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.13 Persistently The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall mean any combination of material acts and omissions that



cause the Owner, Construction Manager, or Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum, or in substantial compliance with the requirements of the Contract Documents.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate, and satisfy themselves as to, the conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Subparagraph 9.1.2, the Contractor (on its own account or through the Subcontractors) shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Subparagraph 1.2.2.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and are intended to be interpreted together as a single, unified contract. In the event of inconsistencies or discrepancies within or between parts of the Contract Documents, the Contractor shall immediately seek clarification from the Project Architect and notify the Construction Manager that clarification has been requested. In the event of inconsistencies or discrepancies between parts of the Contract Documents and applicable standards, codes and ordinances, the Contractor shall immediately seek clarification from the Project Architect and notify the Construction Manager that clarification has been requested, in which event the Project Architect shall clarify such discrepancy within a reasonable time. In the event that the Project Architect fails to clarify any such discrepancies, within a reasonable time the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order or priority:

- (1) Addenda and modifications issued after execution of the Contract, with the instrument bearing the latest date taking precedence
- (2) the Contract and Building Permit to the extent applicable to the scope of Work
- (3) the General Conditions

(4) Drawings and Specifications

The terms and conditions of this Subparagraph 1.2.3, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 3.2 and 3.7.

- .1 On the Drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.
- .2 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Construction Manager and Architect for resolution before proceeding with the Work.
- .3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall notify the Construction Manager and request detailed drawings of such departure before making the change.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

- .1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other similar standard, the Contractor shall present reasonable evidence, when requested by the Owner or required in the Specifications, certifying that the product complies with the particular Standard or Specification. When requested by the Owner or specified, supporting test data shall be submitted to substantiate compliance.
- .2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted prior to execution of the Contract or if accepted as a change in the Work in accordance with Subparagraphs 3.4.4-3.4.6. When two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's



service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

1.4 CAPITALIZATION

1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Sub-paragraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

1.5 INTERPRETATION

1.5.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE 2 OWNER

2.1 DEFINITION

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and

the Owner's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the request of the Contractor, prior to execution of the Agreement and promptly from time to time thereafter furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

2.2.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

2.2.3 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the development of real estate, use or occupancy of permanent structures or for permanent changes in existing facilities. The Contractor shall use all commercially reasonable efforts to assist the Owner in securing such permits in an expedited manner; provided, however, that the Contractor shall not be obligated to expend any of its own funds for which it will not be reimbursed.

2.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.2.6 The Owner shall forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect.

2.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Other Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.



2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Construction Manager's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout this Agreement as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The plural term "Contractors" refers to persons or entities who perform construction under Conditions of the Contract that are administered by the Construction Manager, and that are identical or substantially similar to these Conditions.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Construction Manager and Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, Construction Manager or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Construction Manager and Architect. If

the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Construction Manager and Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Manager and Architect at once. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.2.4 Except as to any reported errors, inconsistencies, or omissions, and to concealed or unknown conditions defined in Subparagraph 4.7.6, by executing the Agreement, the Contractor represents that the Contract Documents are sufficiently complete and detailed for the Contractor to perform the Work required to produce the results intended by the Contract Documents.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, subject to overall coordination of the Construction Manager as provided in Subparagraphs 4.6.3 and 4.6.4.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any entity or other persons performing portions of the Work.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall inspect portions of the Project related to the Contractor's Work in order to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials,



equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.4.3 If, after execution of the Contract and prior to submittal of applicable shop drawings, the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor may do so in writing, setting forth the following:

- .1 A full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution.
- .2 The reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable.
- .3 The adjustment, if any, in the Contract Sum, in the event the substitution is acceptable.
- .4 The adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable.
- .5 An affidavit stating that (1) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Construction Manager and Architect in sufficient time to allow no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated in this Section.

3.4.4 Substitutions and alternates may be rejected by the Owner without explanation and will be considered only under one or more of the following conditions:

- .1 As required for compliance with interpretation of code requirements or insurance regulations then existing.
- .2 Specified products are unavailable, through no fault of the Contractor.
- .3 Subsequent information discloses the inability of specified products to perform properly or to fit in the designated space.

- .4 The manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required.
- .5 In the judgment of the Owner, a substitution would be in the Owner's best interests, in terms of cost, time, or other considerations.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner, Construction Manager and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.5.3 The Contractor shall furnish maintenance and twenty-four (24)-hour callback service for the equipment provided for a period of three (3) months after substantial completion and acceptance of the Work. This service shall include regular examinations of the installation by competent and trained employees of the Contractor and shall include all necessary adjustments, greasing, oiling, cleaning, supplies, and parts to keep the equipment in proper operation except when such is made necessary by misuse, accidents, or negligence not caused by the Contractor or Subcontractors of any tier.

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Except as set forth in Subparagraph 2.2.3, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.



3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders and all other requirements of public authorities bearing on performance of the Work. The Contractor shall also obtain and pay all charges for all approvals for street closing, parking meter removal, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Construction Manager, Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Construction Manager, Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1** materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .3** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;
- .4** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in

writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's Construction Schedule for the Work. Such schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project construction schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. In no event shall Contractor schedule any Work to take place from sundown on the day immediately preceding the following dates through sundown on the following dates:

June 2, 2006 (Friday)
June 3, 2006 (Saturday)
September 23, 2006 (Saturday)
September 24, 2006 (Sunday)
October 2, 2006 (Monday)
May 23, 2007 (Wednesday)
May 24, 2007 (Thursday)

There shall be no adjustment to the Contract Time or the Contract Sum resulting from the prohibition on performing Work on such days.

To the extent possible, work shall not be performed on any Saturday. The Contractor will have the responsibility for determining when such work on any Saturday may be necessary, particularly with respect to matters concerning public safety. Persons of the Jewish faith shall not be required to work from sundown on any Friday through sundown on the Saturday immediately following such Friday, or on any Jewish holiday on which there is a religious prohibition against working, and Contractor shall not be entitled to an adjustment in the Contract Time or the Contract Sum as a result thereof.

3.10.2 The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces.

3.10.3 The Contractor shall prepare and keep current, for the Construction Manager's and Architect's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Construction Manager and Architect reasonable time to review submittals.

3.10.4 The Contractor shall conform to the most recent schedules.

3.10.5 The construction schedule shall be in a detailed precedence-style critical path method (CPM) or primavera-type format satisfactory to the Construction Manager and shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth



dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review and acceptance by the Construction Manager of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit "8". If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Construction Manager and resubmitted for acceptance. The Contractor shall monitor the progress of the work for conformance with the requirements of the construction schedule and shall promptly advise the Owner and Construction Manager of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in Subparagraph 3.10.1 or if requested by either the Owner or the Construction Manager. In the event any such progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum, unless any such adjustment is agreed to in writing by the Owner and authorized pursuant to Change Order.

3.10.6 In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

- .1 The Contractor shall be entitled to consider such costs to be a Cost of the Work in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.6 but only to the extent such adjustment does not exceed the Guaranteed Maximum Price; provided, however, that in lieu of an adjustment to the Contract Sum, Owner may elect to rescind its order requiring Extraordinary Measures.
- .2 The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph 3.10.6 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

3.10.7 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operations of other Contractors or of the Owner's premises or any of the Owner's tenants or invitees. The Contractor shall, upon the Owner's request, schedule any portion of the Work affecting other contractors or the operation of the premises

during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.7 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (2) such rescheduling or postponement is required for the Convenience of the Owner.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Construction Manager and Architect and shall be delivered to the Construction Manager for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.6.12.

3.12.5 The Contractor shall review, approve and submit to the Construction Manager, in accordance with the schedule and sequence approved by the Construction Manager, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Construction Manager and Architect. Such Work shall be in accordance with approved submittals.



3.16.1 The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees associated with the construction means and methods. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them (collectively referred to hereinafter as "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused by negligent or willful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Construction Manager, Architect, their consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.2 CONSTRUCTION MANAGER

4.2.1 The Construction Manager is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

4.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended except as may otherwise be provided in that certain Project Management Agreement dated as of May 2, 2003 between Owner and Construction Manager or in the [Owner-Architect Agreement]. Nothing herein shall prevent the Owner from assuming the duties of the Construction Manager, and the Contractor's consent shall not be required in such event.

4.4 In case of termination of employment of the Construction Manager or Architect, the Owner shall appoint a construction manager or architect against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former construction manager or architect, respectively.

4.5 Disputes arising under Paragraphs 4.3 and 4.4 shall be subject to arbitration.

4.6 ADMINISTRATION OF THE CONTRACT

4.6.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representatives (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Construction Manager and Architect will advise and consult with the Owner and will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.6.2 The Construction Manager will determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.6.3 The Construction Manager will provide for coordination of the activities of other Contractors and of the Owner's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other



Contractors and the Construction Manager and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, the Construction Manager and the Owner until subsequently revised.

4.6.4 The Construction Manager will schedule and coordinate the activities of the Contractors in accordance with the latest approved Project construction schedule.

4.6.5 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.6.6 The Construction Manager, except to the extent required by Subparagraph 4.6.4, and Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3, and neither will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.6.7 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Construction Manager, and shall contemporaneously provide the same communications to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect.

4.6.8 The Construction Manager will review and certify all Applications for Payment by the Contractor, including final payment. The Construction Manager will assemble each of the Contractor's Applications for Payment with similar Applications from other Contractors into a Project Application and Project Certificate for Payment. After reviewing and certifying the amounts due the Contractors, the Construction Manager will submit the Project Application and Project Certificate for Payment, along with the applicable Contractors' Applications and Certificates for Payment, to the Architect.

4.6.9 Based on the Architect's observations and evaluations of Contractors' Applications for Payment, and the certifications of the Construction Manager, the Architect will review and certify the amounts due the Contractors and will issue a Project Certificate for Payment.

4.6.10 The Architect will have authority to reject Work which does not conform to the Contract Documents, and to require additional inspection or testing, in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed, but will take such action only after notifying the Construction Manager. Subject to review by the Architect, the Construction Manager will have the authority to reject Work which does not conform to the Contract Documents. Whenever the Construction Manager considers it necessary or advisable for implementation of the intent of the Contract Documents, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Subparagraphs 4.6.18 through 4.6.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Subparagraph 4.6.10 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

4.6.11 The Construction Manager will receive from the Contractor and review and approve all Shop Drawings, Product Data and Samples, coordinate them with information received from other Contractors, and transmit to the Architect those recommended for approval. The Construction Manager's actions will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of other Contractors, the Owner, or the Architect.

4.6.12 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of the other Contractors, the Owner, or the Construction Manager, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific

item shall not indicate approval of an assembly of which the item is a component.

4.6.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

4.6.14 Following consultation with the Construction Manager, the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and will have authority to order minor changes in the Work as provided in Paragraph 7.4.

4.6.15 The Construction Manager will maintain at the site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

4.6.16 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and final completion, and will receive and forward to the Architect written warranties and related documents required by the Contract and assembled by the Contractor. The Construction Manager will forward to the Architect a final Project Application and Project Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.6.17 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.6.18 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.6, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

4.6.19 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

4.6.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.7 CLAIMS AND DISPUTES

4.7.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.7.2 Decision of Architect. Claims, including those alleging an error or omission by the Construction Manager or Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.8. A decision by the Architect, as provided in Subparagraph 4.8.4, shall be required as a condition precedent to arbitration or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.8.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien.

4.7.3 Time Limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner; provided, however, that the claimant shall use its best efforts to furnish the Construction Manager, Architect, and the other party, as expeditiously as possible, with notice of any Claim, including, without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized, and shall cooperate with the Construction Manager, Architect, and the party against whom the Claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of the Claim.

4.7.4 Continuing Contract Performance. Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.7.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- 1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;



- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

4.7.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.8. Notwithstanding the foregoing, the Contractor acknowledges having received and reviewed: (a) that certain ASTM Standard E1527-97 Phase I Environmental Site Assessment dated September 9, 1999, (ii) Phase I Environmental Site Assessment Update dated August 8, 2001, (iii) Asbestos Containing Building Material (ACBM) Re-Inspection Report dated August 8, 2001, (iv) Environmental Soil Investigation dated August 8, 2001, and (v) Letter dated August 16, 2001 addressed to Mr. Steven Simsic, each prepared by Mostardi Platt (collectively, the "Environmental Reports"), and is familiar with the conditions described in the Environmental Reports. Under no circumstances shall there be an adjustment to the Contract Time or the Contract Sum relating to any condition disclosed in the Environmental Reports.

4.7.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

4.7.8 Claims for Additional Time.

4.7.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary

4.7.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

4.7.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.7.7 or 4.7.8.

4.8 RESOLUTION OF CLAIMS AND DISPUTES

4.8.1 The Architect will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

4.8.2 If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

4.8.3 If a Claim has not been resolved, the party making the Claim shall, within ten days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data, requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

4.8.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.9 ARBITRATION

4.9.1 All claims, disputes, and other matters in question between the Contractor and the Owner arising out of or relating



to this Agreement, the Project, the Work, the Contract Documents, or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

4.9.2 Any arbitration arising out of or relating to this Agreement, the Project, the Work, the Contract Documents, or the breach thereof may include, by consolidation, joinder, or in any other manner, at the Owner's sole option, any other entities or persons whom the Owner believes to be substantially involved in a common question of fact or law.

4.9.3 Demand shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statutes of limitations.

4.9.4 The parties shall have the right, by mutual agreement, to invoke the following method of selection of arbitrators in lieu of that otherwise provided by the American Arbitration Association rules. The Owner may appoint one party-appointed arbitrator. The Contractor may, within 10 days, appoint a second party-appointed arbitrator. These two party-appointed arbitrators shall, within 30 days, or such further time as may be agreed upon between the Owner and the Contractor, appoint a third arbitrator. If the party-appointed arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

4.9.5 Unless the parties agree otherwise, discovery as provided by the Federal Rules of Civil Procedure shall be available and enforceable within the arbitration proceeding.

4.9.6 In any claim, dispute, or other matter in question submitted to arbitration as provided herein, the locale of the arbitration shall be in Chicago, Illinois.

4.9.7 This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Any award rendered by arbitrators shall be final, binding, and enforceable by any party to the arbitration, and judgment may be rendered upon the award in accordance with applicable law in any court having jurisdiction thereof.

4.9.8 Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either of the parties under any Contract Documents or agreements, the Contractor shall carry on with the performance of its services and duties hereunder during the pendency of any claim, dispute, or other matter in question or arbitration or other proceeding to resolve any claim, dispute, or other matter in question, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents, but the Owner shall be under no obligation to make payments to the Contractor on or against such claims, disputes, or other matters in question, during the pendency of any arbitration, nonbinding mediation,

or other proceeding to resolve such claims, disputes, or other matters in question.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or subcontractors of other Contractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 No later than thirty (30) days subsequent to the full execution of the Agreement, the Contractor shall furnish the Owner and the Construction Manager, in writing, with (1) the name, trade, and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. The Construction Manager will promptly reply to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Construction Manager to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. The Contract Sum shall be amended by either of the following at the Owner's sole discretion: (1) the difference between the subcontract amount proposed by the person or entity recommended by the Contractor and the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect; or (2) the amount by which the subcontract amount proposed by the person or entity accepted or designated by the Owner and Architect exceeds the amount set forth in the Schedule of Values that is applicable to the Work covered by such subcontract. However, no increase in the Contract Sum shall be allowed for such change unless the





Spertus Institute
of Jewish Studies
618 South Michigan Avenue
Chicago, Illinois 60605-1901
312.322.1700 telephone
312.922.6406 facsimile
www.spertus.edu

December 11, 2006

The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675
Attention: Division Head,
Healthcare and Not-for-Profit Division

Re: Reimbursement Agreement dated as of September 1, 2005 (the "*Agreement*")
by and between THE NORTHERN TRUST COMPANY ("*Lender*"), and SPERTUS
COLLEGE OF JUDAICA D/B/A SPERTUS INSTITUTE OF JEWISH STUDIES
 ("*Borrower*").

Ladies & Gentlemen:

We have enclosed an executed First Amendment to Standard Form of Agreement
Between Owner and Contractor (the "*First Amendment*") for your records.

Based on 100% architectural drawings of the Project, the First Amendment adjusts
the guaranteed maximum price of the construction contract with W.E. O'Neil to the
sum of Thirty-Five Million Four Hundred Thirty Thousand Four Hundred Sixty
Four and No/100 Dollars (\$35,430,464).

Although this number is \$1,330,464 greater than the guaranteed maximum price set
forth in the Standard Form of Agreement Between Owner and Contractor dated
October 14, 2005, the increase in the guaranteed maximum price for construction is
funded by an allocation from owner's contingency, which is part of the project budget
to be used for such scope changes.

The total project budget of \$57,700,000 is unaffected by this line item change.

Please do not hesitate to contact me should you have any questions or comments.

Very truly yours,

Dr. Howard Sulkin
President

**FIRST AMENDMENT TO
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (this "*First Amendment*") is entered into as of the 4th day of December, 2006 by and between SPERTUS COLLEGE OF JUDAICA D/B/A SPERTUS INSTITUTE OF JEWISH STUDES, an Illinois not-for-profit corporation ("*Owner*"), and W.E. O'NEIL CONSTRUCTION COMPANY ("*Contractor*").

RECITALS:

- A. Owner and Contractor are parties to that certain Standard Form of Agreement Between Owner and Contractor (AIA Document A201/Cma) dated as of October 14, 2005 (the "*Original Agreement*").
- B. Owner and Contractor desire to amend the Original Agreement in certain respects, as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the Original Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

- 1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Original Agreement.
- 2. **Contract Sum.** Section 4.1 of the Original Agreement is hereby deleted in its entirety and the following substituted therefor:

4.1 In consideration of the timely and complete performance of the Work and all obligations of Contractor hereunder, Owner shall pay to Contractor the Contract Sum, which shall be the lesser of:

- (a) The sum of Thirty-Five Million Four Hundred Thirty Thousand Four Hundred Sixty Four and No/100 Dollars (\$35,430,464) ("*GMP2*"), as adjusted by Change Orders, if any, in accordance with the Contract Documents; and,
- (b) The total of:
 - (i) the Cost of the Work, as adjusted by Change Orders, if any, in accordance with the Contract Documents;
 - (ii) Contractor's Fee, as adjusted by Change Orders, if any, in accordance with the Contract Documents; and,
 - (iii) thirty percent (30%) of the amount, if any, by which *GMP2*, as adjusted by Change Orders (if any) exceeds the total of: (x) the Cost of the Work, and (y) Contractor's Fee (the amount represented by such percentage is herein referred to as the "*Contractor's GMP Savings Payment*").

3. **Breakdown and Clarifications to GMP2.** Exhibit "1" to the Original Agreement is hereby deleted in its entirety and Exhibit "1A" attached to this First Amendment is substituted therefor. Notwithstanding anything to the contrary in the Original Agreement or this First Amendment:

- a. in no event shall Contractor be permitted to apply any amounts in any "contingency" line item to any "general conditions" or "cast-in-place concrete" (as set forth in Item 9 and Item 22 of the Bid Form Front Sheet that is a part of Exhibit "1A") without the prior written approval of the Owner; and,
- b. With respect to Item No. 4 of Division 1 of the Clarifications set forth in Exhibit "1A", Spertus acknowledges that they are responsible for all fines associated with not achieving city residency of 50%. In the event the project falls short of this and W.E. O'Neil is able to collect penalty costs from its subcontractors that have city residency commitments, these monies will be credited to Spertus. Any costs incurred (including both management and legal fees) in collecting these monies shall be reimbursed to W.E. O'Neil. Any shortfall of these monies, compared to the final city fine, will be the responsibility of Spertus.

4. **Headings.** Section and other headings contained in this First Amendment are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this First Amendment or any provision hereof.

5. **Applicable Law and Jurisdiction.** This First Amendment shall be governed by the laws of the State of Illinois, without regard to the application of choice of law principles.

6. **Counterpart Execution.** This First Amendment may be executed in any number of counterparts with the same effect as if each party had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

7. **Entire Agreement.** This First Amendment constitutes the entire agreement between the parties with respect to the matters addressed in this First Amendment and supersedes all prior understandings or agreements between the parties related to these subject matters. Except as amended by this First Amendment, the Original Agreement remains in full force and effect. In the event of any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control, but only to the extent necessary to resolve such conflict or inconsistency.

[signatures appear on the next page]

IN WITNESS WHEREOF, this First Amendment has been executed as of date first written above.

OWNER:

SPERTUS COLLEGE OF JUDAICA d/b/a SPERTUS
INSTITUTE OF JEWISH STUDIES

By: Howard Sulkin
Name: HOWARD A, SULKIN, Ph.D,
Title: PRESIDENT + CEO

CONTRACTOR:

W.E. O'NEIL CONSTRUCTION COMPANY

By: Michael J. Faron
Name: MICHAEL J. FARON
Title: PRESIDENT

LIST OF EXHIBITS

- EXHIBIT 1A - GMP Breakdown and Clarifications, dated 8-25-06
- EXHIBIT 2 - Schedule of Unit Prices
- EXHIBIT 3 - Supplementary and Other Conditions of the Contract
- ~~EXHIBIT 4 - Specifications~~ Void, covered by Exhibit 1A
- ~~EXHIBIT 5 - Drawings~~ Void, covered by Exhibit 1A
- EXHIBIT 6 - Addenda
- EXHIBIT 7 - Other Contract Documents
- EXHIBIT 8A - Construction Schedule (referenced in the General Conditions)
- EXHIBIT 9A - General Conditions Breakdown, dated 8-25-06
- EXHIBIT 10A - Allowance Included in GMP-1, dated 8-25-06
- EXHIBIT 11 - Owner Allowances Not Included in GMP-1

The difference between GMP-1 and GMP-2 is herein referred to as the "GMP Savings Amount." Upon the establishment of GMP-2, the "Guaranteed Maximum Price" for all intents and purposes under the Contract Documents shall be equal to: (i) GMP-2, plus (ii) fifty percent (50%) of the GMP Savings Amount up to One Million and no/100 Dollars (\$1,000,000), and seventy percent (70%) of the GMP Savings Amount in excess of such amount. The Contractor shall be entitled to include on the first (1st) Application for Payment following the establishment of GMP-2, and thereafter receive payment for, subject to the provisions of the Contract Documents, an amount equal to fifty percent (50%) of the GMP Savings Amount up to One Million and no/100 Dollars (\$1,000,000) and thirty percent (30%) of the GMP Savings Amount in excess of such amount (such amount is herein referred to as the "Contractor's GMP Savings Payment").

4.2 Contractor shall provide Owner and Construction Manager, on a monthly basis, a report detailing (i) the Cost of the Work incurred to date; and (ii) Contractor's estimate of the Cost of the Work at completion of the Work. Detailed job cost reports, accounting records, copies of invoices, purchase orders, and evidence of payments to Subcontractors shall be filed at the Project site and available for review and shall be furnished if requested.

4.3 The Contractor's Fee for performance of all of the Work required by this Construction Contract shall be Six Hundred Fifty Thousand and no/100 Dollars (\$650,000) for the Cost of the Work up to \$32,500,000, plus two percent (2%) of the Cost of the Work in excess of such amount, which Contractor's Fee shall be paid in accordance with and subject to the Guaranteed Maximum Price provisions of Paragraph 4.1 and the provisions of Article 5 of this Contract.

4.4 As used in this Contract, the term "Cost of the Work" shall mean a sum of money equal to the cost incurred by Contractor in connection with the performance of the Work and paid by Contractor for the following items:

- \$1,217,521
- (a) All labor directly on Contractor's payroll used to provide the general conditions items and used in the performance of the Work on the Project, including social security, old age benefit taxes and statutory employee benefits. Contractor represents that its rate for benefits is 55% of its direct labor payroll and agrees that if any party to a construction agreement now or hereafter obtains a lower or higher rate, the benefit rate shall be adjusted to the same level for Owner. Labor charges shall not include bonuses. The General Conditions shall be performed as a lump sum amount of ~~\$936,977~~, subject to adjustment in accordance with the Contract, and as shown in Exhibit "9" attached hereto and made a part hereof, and the Contractor shall be permitted to commence charging its costs to the General Conditions as of September 26, 2005.
- (9A)
- (b) Salaries of Contractor's employees stationed at the field office, in whatever capacity employed, including employees engaged at shops or on the road, in expediting the production or transportation of material to be used in the performance of the Work;
- (c) Sales and use taxes, permit fees, royalties, and deposits lost for causes other than Contractor's negligence;
- (d) Losses, approved claims and expenses not compensated by insurance or otherwise sustained by Contractor in connection with the Work. Such losses shall include settlements only with the written consent and approval of the Construction Manager;
- (e) Minor expenses incurred at the Project site, such as telephone service and other electronic communications, express mail and delivery services and similar petty cash items;
- (f) Hand tools furnished by Contractor and consumed in the performance of the Work;
- (g) Actual amounts paid (inclusive of discounts) for materials, supplies, equipment, transportation and all other costs required for the proper execution of the Work;
- (h) The amounts paid by Contractor to all approved Subcontractors pursuant to this Contract for Work performed; provided that such amounts shall be based on the initial Subcontract amounts approved by the Construction Manager and any amounts required by any approved Change Order under this Contract;
- (i) Premiums on all bonds as described in Paragraph 11.4 of the General Conditions and insurance policies as described in Paragraph 11.1 of the General Conditions obtained by Contractor in the discharge of its obligations under this Contract, less all refunds of such premiums;

EXHIBIT 1A

BID FORM FRONT SHEET			W.E.O'NEIL	
Project:	Spertus Institute of Jewish Studies			GMP - 2 100% CD 6-26-06 Drawings Total Estimate
Owner:	Spertus Institute of Jewish Studies			
Architect:	Krueck & Sexton			
Bid Date:	August 25, 2006			
Size:	145,075 sf			
ITEM	SPEC NO	DESCRIPTION		
9		General Conditions		\$ 1,217,521
10		General Requirements		\$ 1,746,372
		GMP-1 : GMP-2 Reconciliation, as defined in Article 4.1.b. of the A101 Contract dated 10-14-05.		\$ 201,978
11		Interior Scaffolding		\$ 55,000
		Repairs to Neighboring Buildings		\$ 50,000
12	02220	Site Demolition		\$ -
		Earthwork		\$ 56,900
		Obstruction Allowance		\$ 14,000
		Overtime		\$ 75,000
		Caissons		\$ 505,200
		Earth Retention		\$ 474,700
		Underpinning		\$ 85,000
		Vibration & Settlement Surveys		\$ 60,000
		Dewatering		\$ 15,000
13	02305	Utility Earthwork		\$ -
14	02510	Water Distribution		\$ -
15	02530	Sanitary Sewerage		\$ -
16	02555	Gas Distribution		\$ -
17	02580	Electrical Distribution		\$ -
18	02630	Storm Drainage		\$ -
19	02743	Bituminous Concrete Pavement		\$ 45,700
		Repair Alley		\$ 7,200
20	02752	Portland Cement Concrete Pavement		\$ 81,650
21	02870	Site & Street Furnishings (bicycle racks) - In Misc.Metals		\$ -
		Landscaping		\$ -
		Precast Planters & Planter Landscaping		\$ 25,000
		Sky Terrace Landscaping		\$ -
22	03300	Cast-in-place Concrete		\$ 3,307,063
		10th Floor Sealer (Change to All Floors Concrete Sealer)		\$ 42,000
		9th & 10th Floor Galleries Topping (Latexing Work)		\$ 15,000
		Precast Closure Piece		\$ 106,700
	03542	Cement Based Underlayment		\$ -
23	04810	Unit Masonry Assemblies		\$ 1,278,307
24	05120	Structural Steel		\$ 3,519,795
25	05210	Steel Joists		\$ -
26	05310	Steel Deck		\$ -
27	05400	Cold-formed Metal Framing		\$ -

EXHIBIT 1A

BID FORM FRONT SHEET			W.E. O'NEIL	
Project:	Spertus Institute of Jewish Studies			GMP - 2 100% CD 6-26-06 Drawings Total Estimate
Owner:	Spertus Institute of Jewish Studies			
Architect:	Krueck & Sexton			
Bid Date:	August 25, 2006			
Size:	145,075 sf			
ITEM	SPEC NO	DESCRIPTION		
28	05500	Metal Fabrications	\$	824,182
29	05511	Metal Stairs	\$	-
30	05521	Steel Tube Railings	\$	-
31	05530	Gratings	\$	-
32	05580	Formed-Metal Fabrications	\$	-
33	05581	Stainless Steel Column Covers	\$	-
34	05582	Entrance Bollards	\$	-
35	05700	Ornamental Metal	\$	-
36	05715	Fabricated Spiral Stairs	\$	-
37	05721	Ornamental Railings	\$	-
		Cable Net System	\$	-
38	06105	Miscellaneous Carpentry	\$	165,000
39	06402	Interior Architectural Woodwork	\$	383,901
	06418	Solid Surface Countertops	\$	-
	07131	Self Adhering Sheet Waterproofing	\$	46,047
	07141	Cold Fluid Applied Waterproofing	\$	-
40	07142	Hot Fluid-Applied Waterproofing	\$	7,235
		Spray Bituminous at CMU	\$	-
41	07180	Traffic Coatings	\$	12,807
42	07210	Building Insulation	\$	-
		Rigid Insulation at CMU	\$	-
	07412	Corrugated Metal Wall Panel	\$	-
43	07414	Composite Metal Wall Panel	\$	-
44	07562	Garden Roofing System	\$	-
45	07564	Hot Rubberized Asphalt Roofing System	\$	291,276
46	07620	Sheet Metal Flashing and Trim	\$	-
47	07710	Manufactured Roof Specialties	\$	-
48	07720	Roof Accessories	\$	-
49	07811	Sprayed Fire-Resistive Materials	\$	234,300
50	07841	Through-Penetration Firestop Systems	\$	-
51	07842	Fire Resistive Joint System	\$	-
52	07843	Perimeter Fire Safing	\$	-
53	07920	Joint Sealants	\$	75,000
54	07921	Acoustic Sealants	\$	-
55	08111	Standard Steel Doors and Frames	\$	385,546
56	08211	Flush Wood Doors	\$	-
		Stage Wood Doors	\$	25,000
57	08300	Sound Control Doors (Non-Acoustically Rated)	\$	-
58	08311	Access Doors and Frames	\$	-
59	08312	Acoustic Access Doors & Frames	\$	-
60	08331	Overhead Coiling Doors	\$	26,200
61	08332	Overhead Coiling Counter Doors	\$	-
62	08334	Overhead Coiling Grille	\$	-

EXHIBIT 1A

BID FORM FRONT SHEET			WE O'NEIL	
Project:	Spertus Institute of Jewish Studies			GMP - 2 100% CD 6-26-06 Drawings Total Estimate
Owner:	Spertus Institute of Jewish Studies			
Architect:	Krueck & Sexton			
Bid Date:	August 25, 2006			
Size:	145,075 sf			
ITEM	SPEC NO	DESCRIPTION		
		Fire Shutters at Top of Skylight	\$	-
63	08411	Aluminum Entrances and Storefront	\$	-
64	08450	All-Glass Entrances and Storefront	\$	-
65	08520	Aluminum Windows	\$	-
66	08630	Metal-Framed Skylights	\$	51,565
67	08653	Operable Control Room Windows	\$	-
68	08654	Fixed Sound Control Windows	\$	-
69	08710	Door Hardware	\$	-
70	08800	Glazing	\$	-
71	08816	Decorative Glass	\$	-
72	08830	Mirrors	\$	-
73	08912	East Curtain Wall & Punched Openings	\$	3,222,495
	08912a	Punched Openings	\$	-
74	08970	Interior Glass & Glazing	\$	961,705
75	09210	Spray-Applied Acoustical Cement Plaster	\$	-
76	09220	Portland Cement Plaster	\$	-
77	09260	Gypsum Board Assemblies	\$	2,550,612
78	09261	Felt for Resilient Channel Assembly	\$	-
79	09262	Barrier Ceiling System	\$	-
80	09265	Gypsum Board Shaft-Wall Assemblies	\$	-
81	09271	Glass-Reinforced Gypsum Fabrications	\$	-
82	09310	Ceramic Tile	\$	80,000
83	09402	Epoxy Terrazzo	\$	127,605
84	09404	Pre-Cast Terrazzo Treads and Landing	\$	-
85	09511	Acoustical Ceiling Panel System	\$	247,050
86	09560	Acoustic Fabric Ceilings	\$	-
87	09618	Resilient Rubber Impact Sound Insulation	\$	-
88	09640	Wood Flooring	\$	35,535
	09642	Stage Wood Flooring	\$	-
89	09651	Resilient Floor Tile	\$	-
	09652	Sheet Vinyl Floor Coverings	\$	-
	09654	Rubber Flooring	\$	-
90	09653	Resilient Wall Base and Accessories	\$	-
91	09671	Resinous Flooring - Altro Flooring on 9 & 10	\$	80,000
92	09680	Carpet	\$	187,000
93	09681	Carpet Tile	\$	-
94	09721	Wall Covering Markerboards	\$	-
95	09752	Interior Stone Countertops	\$	-
96	09840	Acoustic Wall Panels	\$	46,250
97	09841	Abuse-Resistant Acoustic Wall Panels	\$	-
98	09912	Painting (Professional Line Products)	\$	360,000
	09933	Water Repellant Masonry Coatings	\$	-

EXHIBIT 1A

BID FORM FRONT SHEET			WE-O'NEIL	
Project:	Spertus Institute of Jewish Studies			GMP - 2 100% CD 6-26-06 Drawings Total Estimate
Owner:	Spertus Institute of Jewish Studies			
Architect:	Krueck & Sexton			
Bid Date:	August 25, 2006			
Size:	145,075 sf			
ITEM	SPEC NO	DESCRIPTION		
99	09960	High-Performance Coatings	\$	-
	09966	Interior Epoxy Coatings	\$	-
	10128	All Glass Display Case	\$	-
100	10155	Toilet Compartments - Floor Mounted	\$	31,395
		Marker Boards	\$	5,420
101	10200	Louvers	\$	-
102	10505	Metal Lockers	\$	4,625
103	10520	Fire-Protection Specialties	\$	6,600
104	10605	Wire Mesh Partitions	\$	-
105	10680	Mobile Storage Shelving	\$	-
		Corner Guards	\$	11,000
	10750	Telephone Specialties	\$	-
106	10802	Toilet and Bath Accessories - Public	\$	12,348
107	11010	Maintenance Support Equipment System	\$	-
108	11062	Rigging, Curtains and Tracks	\$	-
109	11132	Projection Screens	\$	-
	11457	Projector Mounts	\$	-
110	11160	Loading Dock Equipment	\$	5,000
		Window Washing System	\$	73,190
111	11451	Residential Appliances	\$	-
	11610	Laboratory Fume Hoods	\$	-
112	11900	Book Detection Equipment	\$	-
113	12361	Metal Laboratory Casework	\$	-
114	12484	Floor Mats and Frames	\$	-
115	12485	Foot Grilles	\$	10,750
116	12494	Roller Shades	\$	162,500
117	12541	Adjustable Sound Absorbing Curtains	\$	-
118	12710	Fixed Auditorium Seating	\$	144,690
119	12715	Classroom Fixed Seating	\$	-
120	13080	Floating Floor System	\$	-
121	13700	Security Systems	\$	-
122	13910	Basic Fire Suppression Material and Methods	\$	793,303
128	14211	Four Geared Traction Elevators	\$	1,140,700
148	15440	Plumbing Fixtures	\$	1,051,142
158	15850	Air Handling - HVAC	\$	2,772,026
168	16050	Basic Electrical Materials and Methods	\$	3,717,124
			\$	-
		CDOT Environmental & Tank Delay	\$	5,760
		Environmental Costs	\$	3,000
			\$	-
		Adjustments	\$	2,431

EXHIBIT 1A

BID FORM FRONT SHEET		WE-O'NEIL	
Project:	Spertus Institute of Jewish Studies		GMP - 2 100% CD 6-26-06 Drawings Total Estimate
Owner:	Spertus Institute of Jewish Studies		
Architect:	Krueck & Sexton		
Bid Date:	August 25, 2006		
Size:	145,075 sf		
ITEM	SPEC NO	DESCRIPTION	
		SUB TOTALS	\$ 33,364,401
		SUB BIDS	\$ 33,364,401
		SUB BONDS	
		ADJUSTMENTS	
		SUB - TOTAL	\$ 33,364,401
		CONTINGENCY - 5%	\$ -
		CONTINGENCY - 3.5%	\$ 1,051,282
		GENERAL CONDITIONS ON CHANGE ORDERS- 6%	\$ -
		SUB - TOTAL	\$ 34,415,683
		FEE - 2%	\$ 688,314
		SUB - TOTAL	\$ 35,103,997
		GEN. LIAB. INSURANCE - 0.93%	\$ 326,467
		SUB - TOTAL	\$ 35,430,464
		PERFORMANCE BOND - N/A	
		TOTAL BID	\$ 35,430,464

EXHIBIT 1A

W.E. O'NEIL Construction Company

8/25/2006

Spertus
Spertus Institute of Jewish Studies
610 South Michigan Ave.
Chicago, Illinois

CLARIFICATIONS

Division 1

1. Building, CDOT, Streets & Sanitation, Water & Sewer and Fire Permits costs and fees are by the Owner.
2. Our proposal is based on a start of construction no later than January 3, 2006
3. GMP-2 is based on 100% CD specifications dated January 30, 2006, plans dated June 26, 2006, and commissioning specifications dated February 27, 2006, as prepared by Krueck & Sexton.
4. We understand that the Owner is in process of entering into a TIF Agreement with the City. It is our experience that reaching the 50% Chicago Residency Requirement per the TIF is difficult, if not impossible. W.E.O'Neil Construction Company will use its best efforts to reach the residency requirement goal. However W.E.O'Neil Construction Company shall not be responsible for any damages or penalties imposed by the City of Chicago for failure to reach this goal.
5. We include 24% MBE and 4% WBE goals as imposed by the City of Chicago for not more than \$30MM.
6. Work associated with handling or removal of hazardous and contaminated materials is not included.
7. The LEEDS program is to be administered by K & S. Should additional monies be required to meet the LEEDS program these additional costs will be reimbursed as a change order.
8. Every effort will be made to provide a certified building by using best practices that significantly reduce or eliminate the negative impact of the building on the environment and occupants. While W.E.O'Neil understands this process, we can not guarantee the building will be given LEED Certification. This is a submittal process, through a certification manager which is reviewed by the USGBC which will certify the building.
9. Commissioning is included as per the specifications dated February 27, 2006. Detailed hardcopies of the MEP O & M Manuals is included in hard print, not in the electronic format per specification.

Division 2

1. Caissons, Underpinning and earth retention are included in accordance with CDOT's letter dated December 23, 2005.

EXHIBIT 1A

W.E. O'NEIL Construction Company

8/25/2006

2. We include minor repairs to the alley caused by the construction activity.
3. Skygarden landscaping is not included.

Division 3

1. Concrete Tolerances are included as follows:
 - Foundations per ACI standards;
 - Building Tolerances:
 - a. offset between adjacent pieces of formwork -class C ...1/2";
2. We do not include the floor levelness per drawing A0.03 and specification section 03300 (excludes deck shoring and camber).
3. We do not include single source for cementitious and aggregate materials.
4. The following concrete scope of work items are not included:
 - Add metal fiber mesh at acoustical topping areas, we do include standard gauge
 - High density shelving embeds
 - Increase in size of floor mesh reinforcing (refer to RFI 24)
 - Concrete mock-ups

Division 4

1. We include standard perma-barrier flashing in lieu of the fabricated stainless steel flashings as shown, at CMU conditions.
2. Masonry bond beams will be made out of steel beams (galvanized on the exterior, primed on the interior).
3. Work associated with closing or fire rating the windows on the existing neighboring buildings is not included.

Division 5

1. Stairs 2-4 are included as standard checker plate stairs with manufacturer's standard picket railings, stair details and standard primer.
2. Stairs shall be manufactured by American Stair with handrail transitions pitched at the stringer to stringer connections instead of level at conditions where dimensional limitations restrict a level condition.
3. All railing wall brackets are included as surface mounted in lieu of recessed (except in the auditorium, which shall be recessed).
4. Stair 5 includes 1/4" stringers, 14ga. Treads directly welded to the stringers with separate nosings, power tool cleaning of the rails and standard primer. Manufacturers standard perforated railings are included.
5. We include an allowance of \$ 116,000 for Stair 7. The scope of work for this allowance shall be steel, treads (possibly terrazzo), risers, and paint.
6. We include laser cutting for all glass railing support steel. Water jet cutting is not included.

EXHIBIT 1A

W.E. O'NEIL Construction Company

8/25/2006

7. Miscellaneous metals are included with standard shop primer. Special primers and coatings are not included. Galvanized brackets are included for the sky garden railing.
8. Stair 8 is not included.
9. All handrails shall be 1-1/2" in diameter, not 1-1/4" as indicated.
10. All stainless steel handrails (glass railing and stair 7 location) shall have the grain spun, not brushed along the length of the pipe.
11. All handrail corners are mitered with eased edges due proximity of posts and corners, not radiused.
12. Tube steel behind vanity wall is not included. We provide bracket supports anchored to metal studs.

Division 6

1. Millwork PLAM edge molding shall be 1 mil thickness.
2. Glue joints shall be on the edge, not the face.
3. Cabinet interior shelving shall be melamine, not PLAM.
4. Formaldehyde free particle board has been included for room 408 & 701 only.
5. Beveled edges at drawer bottoms and door top or bottoms is included as a "pull".
6. LEEDS and AWI certification is not included for millwork or wood doors.
7. Wood paneling is not included at the Auditorium. Level 4 finish drywall shall be exposed in these locations without reveals.
8. Gift shop millwork is not included.
9. Any millwork item indicated to be provided by owner, is not included.

Division 7

1. We include Barrett Ram – Tough 250 hot rubberized asphalt roof membrane system in lieu of the American HyroTech system specified.
2. We include horizontal flashing between the new & old buildings. The gutter system as shown is included from the east façade to column line F at a minimum and will be reviewed with the architect in the field via a pre-construction mock-up to determine the extent of construction required to insure that the proposed overlapping flashing detail is not perceivable from the street.
3. Vertical closure between new & old building will be with either flashing or caulk, depending on the field condition.
4. Sprayed Fire – Resistive Materials are included as Low Density Cementitious Mono Kote as Manufactured by WR Grace.

Division 8

1. Doors G1 & G2 have full 3-5/8" top and bottom rails, not Blumcraft 3/4" rails as per the door schedule. Blumcraft hardware shall be used for the panic exit devices, rails and other hardware is by Old Castle.
2. Fire panel doors has 1/4" tempered glass, not 3/4" as indicated on 3/A4.03.

EXHIBIT 1A

W.E. O'NEIL Construction Company

8/25/2006

3. Manufacture for FW-1, FW-2 & FW-3 is not as indicated on A0.03. The exterior windows are standard storefront with 1" clear insulated glass, manufactured by Pittco. The interior windows at the auditorium shall be Wausau or Nissen.
4. GL-4B and GL-4C shall be standard wire glass and can not exceed maximum square inch opening size to be code compliant (i.e. 1,296 si for 45 minutes).
5. GL-7 for interior glass doors (117A, 117B & 117C) are ½" thick tempered monolithic. Exterior glass doors (122A, 122B & 122C) are ¾" thick tempered monolithic.
6. No ½" thick aluminum closure panels are included at the VS-1 system. Some details still exist on the drawings (i.e. 2, 5 & 8 on A10.02). As discussed, all corners will be glass to glass with jambs being channel recessed into drywall where indicated.
7. Expansion material will be used at the VS-1 to slab edge system. Products to be submitted for approval.
8. Vestibule 122: Interior glass to be ½" clear, low-iron, tempered.
9. Glass type GL-4a in sidelite of room 103, shall be clear tempered, not fire rated.
10. Where there are exposed edges of glass at the interior curtain wall the exposed edges will be polished.
11. Silicone sealants at butt glazing is included as standard clear.
12. Glass Railings shall be a 2-clip system, in lieu of a 3-clip system.
13. Fire labels for glass doors are not included
14. Electric door strikes are included where shown.
15. Skygarden door shall be aluminum style weatherproof door. If Blumcraft (or equal) is required, we do not include liability for water leakage due to adverse weather conditions.
16. All wood doors are paint grade.
17. We include 14 each TOTAL DOORS at 2S4 – 10S4, 212, 215, 308, 804B & 804C.
18. TOTAL DOORS shall only have a STC rating of 33 plus gasketing as indicated on the door schedule.
19. All door hardware is per the hardware schedule, not the door schedule.
20. All door gasketing is per the hardware or door schedule, which ever is more stringent.
21. Fire Door (OH2) at the coat room has a fusible link, it is not tied to the fire alarm. The fire alarm drawings do not call for it to be tied, the door schedule does.

Division 9

1. We include a metal closure panel that matches the ceiling grid color in areas shown as ACP (aluminum closure panel) between diffusers.
2. Compasso trim at the acoustical ceilings is included at the typical elevator lobbies and the east curtain wall and open to above areas only.
3. Crack control membrane is not included at ceramic tile floors. It is included under the terrazzo floor.
4. Carpeting in the Gift Shop is not included.
5. Recessed floor per A4.02 is not included in Gift Shop. Terrazzo will stop around this area and no flooring product will be installed.

EXHIBIT 1A

W.E. O'NEIL Construction Company

8/25/2006

6. Flooring for the 9th & 10th floor remains unresolved. An allowance value of \$95,000 is included.
7. We include marble chips only for the 3/8" terrazzo flooring.
8. Terrazzo Steps do not have embedded stainless steel disks. ADA approved roughened stripes will be cast into the terrazzo floor instead.
9. Latexing of the structural deflections on floors 1, 9 & 10 is included.

10. Reveals at the base & top of walls shall be constructed using a galvanized Z-strip, not an aluminum reveal product.
11. Reveals at the north light well shall be constructed using a plastic or galvanized square shape strip (i.e. SDR product by Superior Metal Trim), not an aluminum reveal product.
12. Walls in the auditorium do not have reveals. Control joints will be installed as required by industry standards.
13. Control Joint layouts shall be submitted prior to installation for architectural coordination. This primarily affects the auditorium, 9th & 10th floor ceiling.
14. Faceted Wall is made out of Veneer Plaster.
15. No level 5 finish is included, except at the Wall Talkers in the classrooms.
16. Double studs are included at all the door bucks using 20ga studs, not 16ga.
17. We include the wall types as shown and not necessarily the STC ratings as indicated.
18. The insulation on the north wall and other exterior locations where applicable, shall be stick-pinned to the masonry and steel to achieve the same insulation and vapor barrier effect as indicated on the drawings using a stud system. This is the same method of insulation/vapor barrier system used on the walls in the penthouse. A field mock-up will be performed for architect review & approval prior to the commencement of the work.
19. Loose insulation is not allowed in elevator shafts per city inspectors. Masonry walls will have perlite insulation in them.
20. Stair exterior wall only has one layer of drywall, not two, as indicated on 4/A7.03.
21. Heads of drywall partitions shall be UL approved fire safed. We do not include a plate and filling of flutes as indicated.
22. Ceiling No. 5 in the penthouse is not included since the roof system provides insulation for the room.
23. C7 partition at the light well shall only receive one layer of drywall in lieu of two layers. Base reveals at the base of these walls shall remain.
24. Thin drywall (2-1/4") as indicated on 5/A10.06 can not be constructed in the manner shown. It shall be 4" in width. All else remains the same.

25. We do not include painting of MEP items such as conduit, pipe, ductwork, etc., except in the ceiling of the Lecture Hall.
26. We include painting of exterior CMU walls with MODAC.
27. We do not include intumescant paint.
28. Prime painting only in stairwell 2, 3 & 4 is included. Finish paint is not included.
29. Touch primer paint on the metal stairs 2, 3 & 4 and handrails is included. Full re-coat of paint is not included.
30. PT-7 is included at slab edges and GR posts, as per A0.03.

EXHIBIT 1A

W.E. O'NEIL Construction Company

8/25/2006

Division 10

1. Six double tiered lockers are included.
2. Signage and directories are by the Owner.

Division 11

1. Rigging Curtains and Track are included in the Owners Allowances, it is not included in GMP-2.
2. Projection screens and projectors and platforms are included in the Owners Audio / Visual Allowance, it is not included in GMP-2.
3. Blocking for owner provided items is not included. "BL" blocking as shown on the drawings is included.

Division 12

1. FF&E is provided by the Owner.
2. Appliances are not included.
3. No replacement seats are included at the Lecture Hall handicap locations.
4. Fabric for Lecture Hall seats is Moharam Mohair Supreme 451801
5. Color for Lecture Hall seats to be dyed to match Knoll Velvet color Ochre
6. Lecture Hall seat arms are upholstered in the same color material.
7. Laminate color is Formica 7747-58 Pencil Wood.

Division 13

1. No work this division.

Division 14

1. A cab allowance of \$53,600 for all three elevators is included.
2. Freight elevator shall be a Class A in lieu of Class C3 as specified
3. All elevators shall be standard equipment that shall meet speed and capacity.
4. Spare replacement circuit boards are not included.

Division 15

1. We include pressure testing of ductwork at four locations (LEEDS).
2. We do not include the cleaning and rinsing of the fire protection system (LEEDS).
3. Drip pans underneath piping in the 10th floor ceiling is not included.
4. Lavs indicated as L-1's in L07, L08, 121 & 306 are provided as L-3's.
5. Sump pump as specified is not the same as the one approved. We shall provide the one that was approved.

EXHIBIT 1A

W.E. O'NEIL Construction Company

8/25/2006

6. Slop sink in 101 shall be molded stone, not cast iron.
7. Mop receptor location as shown in Bulletin No. 9 is in conflict with Bulletin No. 3. We shall install as per Bulletin No. 3.
8. EWC on the 7th floor shall be located next to a wet wall in the elevator lobby, as shown on the 50% CD drawings, not as shown on the 6-26-06 drawings.
9. Eye wash is excluded as called for on A0.03a.

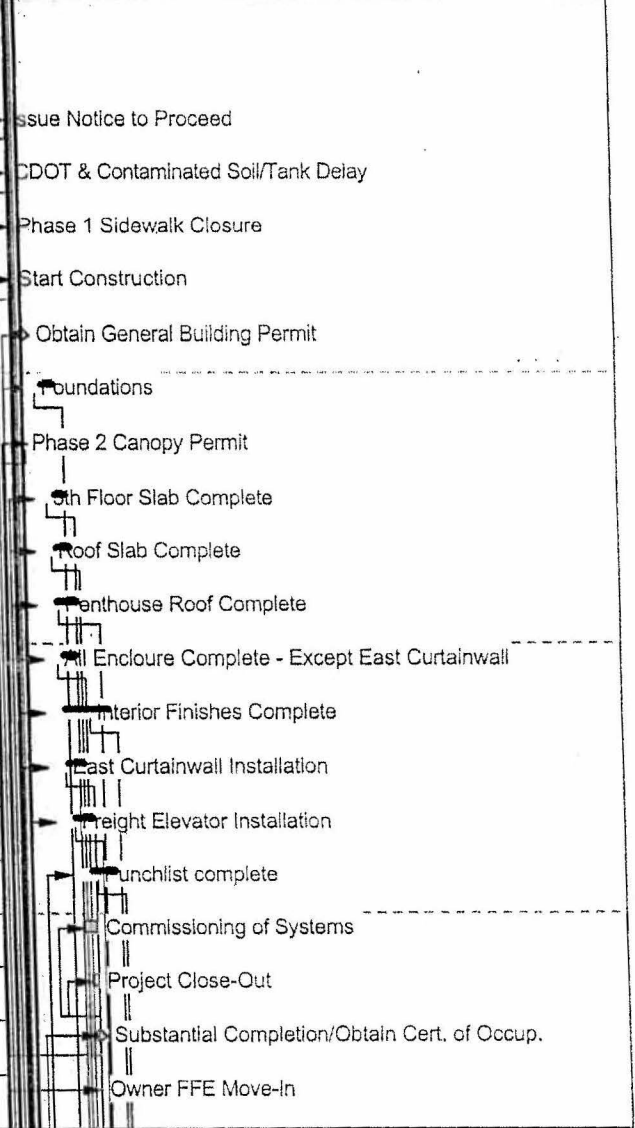
Division 16

1. Empty conduit system is included for the Audio Visual, Voice/Data and Security Systems. Wire, devices and equipment are not included for these systems as they are included in the Owners budget.
2. Theatrical Lighting and Sound systems are not included. These scopes of work are included in the Owners Allowances.
3. Special back boxes for items such as speakers and sound system components are not included.
4. We included new empty conduit for future expansion as shown on the drawings.
5. Dimming system is a custom system called System 4A.
6. No dimming is included in the Gift Shop.
7. Light Fixture counts are based on the architectural drawings.
8. We do not include a City Tie as indicated on Bulletin No. 5, because of the response given in RFI 139.01.
9. No spare conduits for future expansion is included.
10. All Low Voltage Systems are included in the Owners Allowances, it is not included in GMP-2.

Spertus Institute of Jewish Studies

Milestones

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Target Finish
1000.01	Issue Notice to Proceed	1	1	12DEC05	12DEC05	12DEC05
1000.02	CDOT & Contaminated Soil/Tank Delay	10	10	13DEC05	27DEC05	27DEC05
1040	Phase 1 Sidewalk Closure	5	5	03JAN06	09JAN06	09JAN06
1440	Start Construction	1	1	09JAN06	09JAN06	09JAN06
5975	Obtain General Building Permit	0	0		31MAR06	31MAR06
5970	Foundations	66 *	66 *	04APR06	07JUL06	07JUL06
1060	Phase 2 Canopy Permit	1	1	13APR06	13APR06	13APR06
5980	5th Floor Slab Complete	62 *	62 *	10JUL06	05OCT06	05OCT06
5990	Roof Slab Complete	84 *	84 *	10JUL06	06NOV06	06NOV06
6000	Penthouse Roof Complete	120 *	120 *	10JUL06	28DEC06	28DEC06
6020	All Enclosure Complete - Except East Curtainwall	79 *	79 *	29AUG06	20DEC06	20DEC06
6040	Interior Finishes Complete	266 *	266 *	29AUG06	18SEP07	18SEP07
6010	East Curtainwall Installation	96 *	96 *	21SEP06	07FEB07	07FEB07
6030	Freight Elevator Installation	110 *	110 *	07NOV06	12APR07	12APR07
6050	Punchlist complete	154 *	154 *	22MAR07	29OCT07	29OCT07
5960	Commissioning of Systems	85	85	02JUL07	29OCT07	29OCT07
6560	Project Close-Out	40	40	31AUG07	25OCT07	25OCT07
5940	Substantial Completion/Obtain Cert. of Occup.	0	0		30SEP07	30SEP07
5950	Owner FFE Move-In	20	20	01OCT07	26OCT07	26OCT07



Start date 01SEP05
 Finish date 29OCT07
 Data date 21SEP05
 Run date 03NOV06
 Page number 1A
 © Primavera Systems, Inc.

Contract Exhibit #08

W.E. O'Neil Construction Co.
Spertus Institute of Jewish Studies

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



GENERAL CONDITIONS
INCLUDED IN GMP - 2

DATE: August 25, 2006

PROJECT: Spertus Institute for Jewish Studies

RE: 100%CD's, GMP-2 Budget Estimate Presentation

- Original Value \$930,977
- Schedule Extension: 10-15-05 thru 12-12-05 \$123,870
- Schedule Extension: 12-15-05 thru 12-31-05 \$ 13,650
- GMP-2 Reconciliation Manpower \$149,024

- TOTAL GENERAL CONDITIONS: \$1,217,521

GENERAL CONDITIONS - STAFF AND STAFF EXPENSES
 W.E.O'NEIL CONSTRUCTION COMPANY

PROJECT: Spertus
 OWNER: Spertus Institute of Jewish Studies
 ARCHITECT: Kruek & Sexton

SHEET NO. 1 OF 3
 AREA:
 BID DATE: 25-Aug-06

PROJECT SCHEDULE
 PROJECT DURATION Months 22 Weeks

GEN. CONDITIONS TOTAL	MTL COST	LBR COST
SALARIED TOTALS	\$ -	\$ 930,976.50
NON - SALARIED TOTALS	\$ -	\$ -
TOTALS	\$ -	\$ 930,976.50

GEN. CONDITIONS TOTAL

\$ 930,977
 \$ 42,317.11 /Month

SALARIED LABOR

CODE	DESCRIPTION	EST QTY	UNIT	U.P. MTL	TOTAL MTL COST	U.P. LABOR	TOTAL LBR COST	NOTES
00100	PROJECT EXECUTIVE	95.00	WK		\$ -	\$ 450.00	\$ 42,750.00	
00102	PROJECT MANAGER	100.00	WK		\$ -	\$ 1,995.00	\$ 199,500.00	
00103	PROJECT SUPT	90.00	WK		\$ -	\$ 2,050.00	\$ 184,500.00	
00104	MECH SUPT		WK		\$ -		\$ -	
00105	PROJ ENGINEER #1	90.00	WK		\$ -	\$ 1,000.00	\$ 90,000.00	
00105	PROJ ENGINEER #2	-	WK		\$ -	\$ -	\$ -	
00106	ASST SUPT - #1		WK		\$ -		\$ -	
00106	ASST SUPT - #2		WK		\$ -		\$ -	
00107	FIELD ENGINEERING		WK		\$ -		\$ -	
00108	SCHEDULE ENGINEER		WK		\$ -		\$ -	
00109	ESTIMATOR		WK		\$ -		\$ -	
00110	OFFICE MANAGER	90.00	WK		\$ -	\$ 800.00	\$ 72,000.00	
00111	CLERK RECEPTIONIST		WK		\$ -		\$ -	
00112	CONTRACT ADMIN		WK		\$ -		\$ -	
00113	SAFETY ENGINEER	86.00	WK		\$ -	\$ 110.00	\$ 9,460.00	
00117	INFO SYSTEMS		WK		\$ -	\$ -	\$ -	
00114	PRECONSTRUCTION - see detail		detl		\$ -		\$ -	
00116	COST CONTROL	22.00	wk		\$ -	\$ 110.00	\$ 2,420.00	
01610	ACCOUNTING SERVICES	-	MO		\$ -	\$ -	\$ -	
	SUB TOTALS				\$ -		\$ 600,630.00	
	FRINGES	55%					\$ 330,346.50	

SALARIED LABOR TOTAL

\$ 930,976.50

EXHIBIT 9A

Project Name: Spertus Institute of Jewish Studies										
Scope of Work Estimated: 0.0										
No.	Description	Quantity	Unit	Labor		Permanent Material		Subcontracts		Total Cost
				U.P.	Total	U.P.	Total	U.P.	Total	
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
1.	Extended General Conditions between 12-15-05 & 12-31-05				\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
	Project Executive - Full Time less 1 Day/Wk	96.0	MH	100.0	\$ 9,600		\$ -		\$ -	\$ 9,600
					\$ -		\$ -		\$ -	\$ -
	Project Manager	0.0	MH	90.0	\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
	Superintendent	0.0	MH	90.0	\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
	Project Engineer	0.0	MH	75.0	\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
	Project Estimator	45.0	MH	90.0	\$ 4,050		\$ -		\$ -	\$ 4,050
					\$ -		\$ -		\$ -	\$ -
	Office Manager	0.0	MH	50.0	\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
	Safety Engineer	0.0	MH	75.0	\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
	Cost Control Engineer	0.0	MH	75.0	\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
	Accounting	0.0	MH	50.0	\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
	TOTALS				\$13,650		\$0		\$0	\$13,650



ALLOWANCES INCLUDED
IN GMP - 2

DATE: August 25, 2006

PROJECT: Spertus Institute for Jewish Studies

RE: 100%CD's, GMP-2 Budget Estimate Presentation

- Underground Obstructions \$ 14,000
- Watchman Services \$ 50,000
- Repairs to Neighboring Buildings \$ 50,000
- Stair No. 7 (Steel, Treads & Paint) \$116,000
- 9th & 10th Floor Flooring, with floor prep \$ 95,000

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

PROJECT: Spertus Institute of Jewish Studies
 610 South Michigan Ave
 Chicago, IL 60605

CHANGE ORDER NUMBER: 001

DATE: 10/10/2006

TO CONTRACTOR: W.E. O'Neil Construction Company
 2751 North Clybourn Avenue
 Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01055	Furnish and install curtain wall material to finish off the inside of the horizontal, vertical and diagonal gaps on the inside of the glass in accordance with Item 3d on the Krueck and Sexton mock up summary minutes dated June 5, 2006.	\$26,842.00
01056	Change the auditorium seating aisle end panels from solid wood to plastic laminate with a wood finish per K&S memorandum dated 7/25/06.	(\$3,592.00)
01069	Furnish dry block and mortar with moisture inhibiting additives in lieu of the standard CMU as reflected in the contract document specification section 04810.	\$36,313.00
01070	Furnish a flush transom panels at the first floor elevator frames in lieu of an offset transom panel. This modifies the first floor passenger elevator transoms, the mechanical door operator linkage and the frames and sills for all ten floors.	\$36,704.00
01070.01	Furnish a Gold Mirror Prism finish on the stainless steel cab walls as selected on the Krueck and Sexton Memorandum dated August 15, 2006. This change is for the cost value in addition to the \$2000/cab contract value for wall panel finishing included in GMP-2.	\$2,291.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was..... \$ 35,430,464.00
 Net change by previously authorized Change Orders..... \$ 0.00
 The Guaranteed Maximum Price prior to this Change Order was..... \$ 35,430,464.00
 The Guaranteed Maximum Price will be changed by this Change Order in the amount of..... \$ 98,559.00
 The new Guaranteed Maximum Price including this Change Order will be..... \$ 35,529,023.00
 The Contract Time will be unchanged by 0 Days
 The date of Substantial Completion as of the date of this Change Order therefore is 9/30/2007

Handwritten initials

Krueck & Sexton Architects
 ARCHITECT
 221 West Erie
 Chicago, IL 60610
 Address
 By *[Signature]*
 SIGNATURE *[Signature]*
 DATE 12.13.06

W.E. O'Neil Construction Company
 CONTRACTOR
 2751 North Clybourn Avenue
 Chicago, IL 60614
 Address
 By *[Signature]*
 SIGNATURE *[Signature]*
 DATE 10/10/06

Spertus Institute of Jewish Studies
 OWNER
 618 South Michigan Avenue
 Chicago, IL 60605
 Address
 By *[Signature]*
 SIGNATURE *[Signature]*
 DATE 10/10/06

**CHANGE
ORDER**

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

PROJECT: Spertus Institute of Jewish Studies
 610 South Michigan Ave
 Chicago, IL 60605

CHANGE ORDER NUMBER: 002

DATE: 10/10/2006

TO CONTRACTOR: W.E. O'Neil Construction Company
 2751 North Clybourn Avenue
 Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01074	Furnish ceiling and MEP work along the east part the 5th floor to create a completed floor appearance through the glass curtain wall.	\$49,028.00
01075	Furnish and install gift shop lighting.	\$38,884.00
01082	Transfer the Roy Strom sidewalk excavation work from the Spertus contract to the WEO contract for the exact value shown on the Strom G703.	\$6,060.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was.....	\$ 35,430,464.00
Net change by previously authorized Change Orders.....	\$ 98,559.00
The Guaranteed Maximum Price prior to this Change Order was.....	\$ 35,529,023.00
The Guaranteed Maximum Price will be changed by this Change Order in the amount of.....	\$ 93,972.00
The new Guaranteed Maximum Price including this Change Order will be.....	\$ 35,622,995.00
The Contract Time will be unchanged by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	9/30/2007

Krueck & Sexton Architects

ARCHITECT
 221 West Erie
 Chicago, IL 60610

Address

By N/A * SEE U.S. SECURITIES LETTER

SIGNATURE

DATE

W.E. O'Neil Construction Company

CONTRACTOR
 2751 North Clybourn Avenue
 Chicago, IL 60614

Address

By Joseph Kapranos

SIGNATURE [Signature]

DATE 10/12/06

Spertus Institute of Jewish Studies

OWNER
 618 South Michigan Avenue
 Chicago, IL 60605

Address

By Harold S. Corbett

SIGNATURE [Signature]

DATE 12/21/06

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

PROJECT: Spertus Institute of Jewish Studies
 610 South Michigan Ave
 Chicago, IL 60605

CHANGE ORDER NUMBER: 003

DATE: 10/11/2006

TO CONTRACTOR: W.E. O'Neil Construction Company
 2751 North Clybourn Avenue
 Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01065	Furnish tele data work in accordance with the contract drawings dated 1/30/06.	\$165,309.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was.....	\$ 35,430,464.00
Net change by previously authorized Change Orders.....	\$ 192,531.00
The Guaranteed Maximum Price prior to this Change Order was.....	\$ 35,622,995.00
The Guaranteed Maximum Price will be changed by this Change Order in the amount of.....	\$ 165,309.00
The new Guaranteed Maximum Price including this Change Order will be.....	\$ 35,788,304.00
The Contract Time will be unchanged by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	9/30/2007

OK (Signature)

Krueck & Sexton Architects
 ARCHITECT
 221 West Erie
 Chicago, IL 60610
 Address
 By N/A * SEE U.S. EQUITIES LETTER
 SIGNATURE
 DATE

W.E. O'Neil Construction Company
 CONTRACTOR
 2751 North Clybourn Avenue
 Chicago, IL 60614
 Address
 By Joseph K... ..
 SIGNATURE
 DATE 10/12/06

Spertus Institute of Jewish Studies
 OWNER
 618 South Michigan Avenue
 Chicago, IL 60605
 Address
 By Mark S.
 SIGNATURE
 DATE 10/12/06

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

PROJECT: Spertus Institute of Jewish Studies
 610 South Michigan Ave
 Chicago, IL 60605

CHANGE ORDER NUMBER: 004

DATE: 10/11/2006

TO CONTRACTOR: W.E. O'Neil Construction Company
 2751 North Clybourn Avenue
 Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01066	Furnish and instail sceurity work in accrdance with the 1/30/06 contract drawings.	\$350,455.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was.....	\$ 35,430,464.00
Net change by previously authorized Change Orders.....	\$ 357,840.00
The Guaranteed Maximum Price prior to this Change Order was.....	\$ 35,788,304.00
The Guaranteed Maximum Price will be changed by this Change Order in the amount of.....	\$ 350,455.00
The new Guaranteed Maximum Price including this Change Order will be.....	\$ 36,138,759.00
The Contract Time will be unchanged by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	9/30/2007

Krueck & Sexton Architects
 ARCHITECT
 221 West Erie
 Chicago, IL 60610

W.E. O'Neil Construction Company
 CONTRACTOR
 2751 North Clybourn Avenue
 Chicago, IL 60614

Spertus Institute of Jewish Studies
 OWNER
 618 South Michigan Avenue
 Chicago, IL 60605

By N/A* SEE
 SIGNATURE U.S. EQUITIES LETTER
 DATE _____

By Joseph [Signature]
 SIGNATURE [Signature]
 DATE 10/12/06

By MANUEL S. GUTIERREZ
 SIGNATURE [Signature]
 DATE 10/16/07

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

PROJECT: Spertus Institute of Jewish Studies
 610 South Michigan Ave
 Chicago, IL 60605

CHANGE ORDER NUMBER: 005

DATE: 10/23/2006

TO CONTRACTOR: W.E. O'Neil Construction Company
 2751 North Clybourn Avenue
 Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01078	Modify the east facade roller shades on floors 2-8 from manual to power operated.	\$65,578.00
01078.1	Add low voltage wiring to link all power shades on floors 2-10 and one master switch on each floor and a grand master at the first floor front desk in accordance with Krueck and Sexton Memorandum dated 8/22/06.	\$17,458.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was.....	\$ 35,430,464.00
Net change by previously authorized Change Orders.....	\$ 708,295.00
The Guaranteed Maximum Price prior to this Change Order was.....	\$ 36,138,759.00
The Guaranteed Maximum Price will be changed by this Change Order in the amount of.....	\$ 83,036.00
The new Guaranteed Maximum Price including this Change Order will be.....	\$ 36,221,796.00
The Contract Time will be unchanged by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	9/30/2007

Krueck & Sexton Architects
 ARCHITECT
 221 West Erie
 Chicago, IL 60610
 Address
 By Tina Tragan
 SIGNATURE [Signature]
 DATE 12.13.06

W.E. O'Neil Construction Company
 CONTRACTOR
 2751 North Clybourn Avenue
 Chicago, IL 60614
 Address
 By Joseph G. Kadow
 SIGNATURE [Signature]
 DATE 12.13.06

Spertus Institute of Jewish Studies
 OWNER
 618 South Michigan Avenue
 Chicago, IL 60605
 Address
 By [Signature]
 SIGNATURE [Signature]
 DATE 12/21/06

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

PROJECT: Spertus Institute of Jewish Studies
 610 South Michigan Ave
 Chicago, IL 60605

CHANGE ORDER NUMBER: 006

DATE: 11/17/2006

TO CONTRACTOR: W.E. O'Neil Construction Company
 2751 North Clybourn Avenue
 Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01063	Furnish and install stage rigging equipment and control wiring in accordance with the drawings dated 6/23/06. This value includes a \$10,000 allowance for adjustments.	\$149,684.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was.....	\$ 35,430,464.00
Net change by previously authorized Change Orders.....	\$ 791,332.00
The Guaranteed Maximum Price prior to this Change Order was.....	\$ 36,221,796.00
The Guaranteed Maximum Price will be changed by this Change Order in the amount of.....	\$ 149,684.00
The new Guaranteed Maximum Price including this Change Order will be.....	\$ 36,371,479.00
The Contract Time will be unchanged by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	9/30/2007

Krueck & Sexton Architects
 ARCHITECT
 221 West Erie
 Chicago, IL 60610
 Address _____
 By N/A* SEE U.S. EQUITIES LETTER
 SIGNATURE _____
 DATE _____

W.E. O'Neil Construction Company
 CONTRACTOR
 2751 North Clybourn Avenue
 Chicago, IL 60614
 Address _____
 By JOSEPH G. KADOW
 SIGNATURE _____
 DATE 12-13-06

Spertus Institute of Jewish Studies
 OWNER
 618 South Michigan Avenue
 Chicago, IL 60605
 Address _____
 By Michael S. Cantor
 SIGNATURE _____
 DATE 12/13/06

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

PROJECT: Spertus Institute of Jewish Studies
 610 South Michigan Ave
 Chicago, IL 60605

CHANGE ORDER NUMBER: 007

DATE: 11/17/2006

TO CONTRACTOR: W.E. O'Neil Construction Company
 2751 North Clybourn Avenue
 Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01067	Furnish AV wiring and equipment work in accordance with the Krueck and Sexton EA drawings dated 1/30/06, the Kirkgaard AV drawings dated 3/28/06 and the Kirkgaard specifications and equipment list dated 3/29/06 as modified by the attached CC breakdown.	\$334,544.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was.....	\$ 35,430,464.00
Net change by previously authorized Change Orders.....	\$ 941,015.00
The Guaranteed Maximum Price prior to this Change Order was.....	\$ 36,371,479.00
The Guaranteed Maximum Price will be changed by this Change Order in the amount of.....	\$ 334,544.00
The new Guaranteed Maximum Price including this Change Order will be.....	\$ 36,706,023.00
The Contract Time will be unchanged by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	9/30/2007

Krueck & Sexton Architects
 ARCHITECT
 221 West Erie
 Chicago, IL 60610
 Address _____
 By _____
 SIGNATURE _____
 DATE _____

*N/A * SEE U.S. EQUITIES LETTER*

W.E. O'Neil Construction Company
 CONTRACTOR
 2751 North Clybourn Avenue
 Chicago, IL 60614
 Address _____
 By Joseph G. Kadow
 SIGNATURE _____
 DATE 12.13.06

Spertus Institute of Jewish Studies
 OWNER
 618 South Michigan Avenue
 Chicago, IL 60605
 Address _____
 By _____
 SIGNATURE _____
 DATE 12/21/06

CHANGE ORDER

DUPLICATE

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

PROJECT: Spertus Institute of Jewish Studies
610 South Michigan Ave
Chicago, IL 60605

CHANGE ORDER NUMBER: 008

DATE: 1/19/2007

TO CONTRACTOR: W.E. O'Neil Construction Company
2751 North Clybourn Avenue
Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

WEO CC No.	CC Description	Amount
01052	Furnish upgraded exterior lobby glass and architectural etching per K&S design dated 11/1/06.	\$54,459.00
01050	Modify light fixture schedule in accordance with K&S Bulletin 10 dated 8/23/06.	(\$21,003.00)
01051	Furnish and install modifications associated with K&S Bulletin 12 dated 9/1/06.	\$38,495.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was.....	\$ 35,430,464.00
Net change by previously authorized Change Orders.....	\$ 1,275,559.00
The Guaranteed Maximum Price prior to this Change Order was.....	\$ 36,706,023.00
The Guaranteed Maximum Price will be changed by this Change Order in the amount of.....	\$ 71,950.00
The new Guaranteed Maximum Price including this Change Order will be.....	\$ 36,777,973.00
The Contract Time will be unchanged by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	9/30/2007

Krueck & Sexton Architects
ARCHITECT
221 West Erie
Chicago, IL 60610

W.E. O'Neil Construction Company
CONTRACTOR
2751 North Clybourn Avenue
Chicago, IL 60614

Spertus Institute of Jewish Studies
OWNER
618 South Michigan Avenue
Chicago, IL 60605

Address
By Tim Tracey
SIGNATURE [Signature]
DATE 2/15/07

Address
By Joseph G. Kadow
SIGNATURE [Signature]
DATE 1/23/07

Address
By H. Sulkiad
SIGNATURE [Signature]
DATE 2-22-07

CHANGE ORDER

DUPLICATE

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

PROJECT: Spertus Institute of Jewish Studies
 610 South Michigan Ave
 Chicago, IL 60605

CHANGE ORDER NUMBER: 009

DATE: 1/19/2007

TO CONTRACTOR: W.E. O'Neil Construction Company
 2751 North Clybourn Avenue
 Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01073	Modify the storm sewer work under the city sidewalk per K&S Bulletin #011 dated 8/08/06. This includes omitting the man hole and catch basin structures under the sidewalk and replacing them with sewer pipe.	(\$1,933.00)
01076	Modify the Photo Imaging Studio (L02) HVAC work by omitting a fan coil (FCU L.2) and adding an air conditioning unit (AC LL.1). Also add variable air volume unit (VAV B) on the supply to this room. These modifications are reflected on ESD MSK-19 dated 8/9/06.	\$23,645.00
01075.01	Furnish and install epoxy terrazzo flooring to fill in the recessed areas of the gift shop to replace the previously designed carpet (by others). The terrazzo shall match the adjacent first floor flat work in type; color and zinc strip pattern. Minor floor prep and a crack control membrane is included. The size and location of these areas are reflected on contract drawing A4.02 dated 6/23/06.	\$7,747.00
01084	Furnish and install AV raceway modifications as reflected in K&S Bulletins 13-15 dated 10/10/06.	\$16,147.00
01091	Furnish modifications to bathroom accessories and drywall work in accordance with K&S memorandum dated 10/8/06. In addition modify the stair 2 & 3 drywall walls in accordance with K&S memorandum dated 6/30/06.	\$1,032.00
01090.01	Modify the VS-1 system on the 9th floor by omitting mullions and increasing the glass size for a future art display.	\$2,357.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was..... \$ 35,430,464.00
 Net change by previously authorized Change Orders..... \$ 1,347,509.00
 The Guaranteed Maximum Price prior to this Change Order was..... \$ 36,777,973.00
 The Guaranteed Maximum Price will be changed by this Change Order in the amount of..... \$ 48,995.00
 The new Guaranteed Maximum Price including this Change Order will be..... \$ 36,826,968.00
 The Contract Time will be unchanged by 0 Days
 The date of Substantial Completion as of the date of this Change Order therefore is 9/30/2007

Krueck & Sexton Architects
 ARCHITECT
 221 West Erie
 Chicago, IL 60610

W.E. O'Neil Construction Company
 CONTRACTOR
 2751 North Clybourn Avenue
 Chicago, IL 60614

Spertus Institute of Jewish Studies
 OWNER
 618 South Michigan Avenue
 Chicago, IL 60605

Address
 By Tim Tracen
 SIGNATURE [Signature]
 DATE 2/15/07

Address
 By Joseph G. Kowal
 SIGNATURE [Signature]
 DATE 1/23/07

Address
 By H. Sulkin
 SIGNATURE [Signature]
 DATE 2-22-07

CHANGE ORDER

DUPLICATE

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

PROJECT: Spertus Institute of Jewish Studies
 610 South Michigan Ave
 Chicago, IL 60605

CHANGE ORDER NUMBER: 010

DATE: 1/19/2007

TO CONTRACTOR: W.E. O'Neil Construction Company
 2751 North Clybourn Avenue
 Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01051.02	Furnish and hoist the kitchen roof top unit to the top of the penthouse roof. The equipment has been expedited to be hoisted by the tower crane prior to its dismantlement.	\$24,175.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was.....	\$ 35,430,464.00
Net change by previously authorized Change Orders.....	\$ 1,396,504.00
The Guaranteed Maximum Price prior to this Change Order was.....	\$ 36,826,968.00
The Guaranteed Maximum Price will be changed by this Change Order in the amount of.....	\$ 24,175.00
The new Guaranteed Maximum Price including this Change Order will be.....	\$ 36,851,144.00
The Contract Time will be unchanged by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	9/30/2007

Krueck & Sexton Architects
 ARCHITECT
 221 West Erie
 Chicago, IL 60610

W.E. O'Neil Construction Company
 CONTRACTOR
 2751 North Clybourn Avenue
 Chicago, IL 60614

Spertus Institute of Jewish Studies
 OWNER
 618 South Michigan Avenue
 Chicago, IL 60605

Address
 By Tim Tracey
 SIGNATURE [Signature]
 DATE 2/15/07

Address
 By Joseph G. Kardos
 SIGNATURE [Signature]
 DATE 1/23/07

Address
 By H. Sunkin
 SIGNATURE [Signature]
 DATE 2/22/07

CHANGE ORDER

DUPLICATE

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

PROJECT: Spertus Institute of Jewish Studies
610 South Michigan Ave
Chicago, IL 60605

CHANGE ORDER NUMBER: 011

DATE: 1/19/2006

TO CONTRACTOR: W.E. O'Neil Construction Company
2751 North Clybourn Avenue
Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01064	Furnish and deliver the stage dimming system material in accordance with the K&S / Schuler Shook "TE" drawings dated 1/30/06.	\$136,377.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was.....	\$ 35,430,464.00
Net change by previously authorized Change Orders.....	\$ 1,420,680.00
The Guaranteed Maximum Price prior to this Change Order was.....	\$ 36,851,144.00
The Guaranteed Maximum Price will be changed by this Change Order in the amount of.....	\$ 136,377.00
The new Guaranteed Maximum Price including this Change Order will be.....	\$ 36,987,521.00
The Contract Time will be unchanged by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	9/30/2007

Krueck & Sexton Architects
ARCHITECT
221 West Erie
Chicago, IL 60610
Address

W.E. O'Neil Construction Company
CONTRACTOR
2751 North Clybourn Avenue
Chicago, IL 60614
Address

Spertus Institute of Jewish Studies
OWNER
618 South Michigan Avenue
Chicago, IL 60605
Address

By Tim Tracey
SIGNATURE [Signature]
DATE 2/15/07

By Joseph G. Kadow
SIGNATURE [Signature]
DATE 1/23/07

By H. Sukin
SIGNATURE [Signature]
DATE 2-22-07

CHANGE ORDER

DUPLICATE

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

PROJECT: Spertus Institute of Jewish Studies
 610 South Michigan Ave
 Chicago, IL 60605

CHANGE ORDER NUMBER: 012

DATE: 1/19/2007

TO CONTRACTOR: W.E. O'Neil Construction Company
 2751 North Clybourn Avenue
 Chicago, IL 60614

ARCHITECT'S PROJECT NO.: ARCH#

PROJECT JOB NO.: 013042

CONTRACT DATE: 10/14/2005

CONTRACT FOR: General Construction

The Contract is changed as follows:

<u>WEO CC No.</u>	<u>CC Description</u>	<u>Amount</u>
01081	Furnish and install modifications to the first floor entry stair #7 in accordance with K&S Bulletin #18, dated 12/20/06.	\$20,000.00
01094	Modify stair 4 door type to coordinate with additional fire alarm work and electric hardware. In addition, provide card readers at floors 9 & 10 at this stair.	\$29,233.00
01097	Modify the doors and hardware to coordinate the closer type with the custom designed frame in accordance with the K&S notations on the submittals.	\$11,061.00
01094.01	Furnish electrical power and low voltage wiring in stairs 2 & 3 to facilitate the building security and a City of Chicago fire alarm codes. In addition, provide card readers at floors 2 & 3 at each stair.	\$27,042.00
01097.01	Furnish and install hardware modifications as noted in the K&S review process of the subcontractor door schedule.	\$11,234.00

Scope of work more fully described on W.E. O'Neil CC letters submitted as referenced above.

Not valid until signed by the Owner, Architect and Contractor.

The original Guaranteed Maximum Price was.....	\$ 35,430,464.00
Net change by previously authorized Change Orders.....	\$ 1,557,057.00
The Guaranteed Maximum Price prior to this Change Order was.....	\$ 36,987,521.00
The Guaranteed Maximum Price will be changed by this Change Order in the amount of.....	\$ 98,570.00
The new Guaranteed Maximum Price including this Change Order will be.....	\$ 37,086,091.00
The Contract Time will be unchanged by	0 Days
The date of Substantial Completion as of the date of this Change Order therefore is	9/30/2007

Krueck & Sexton Architects

ARCHITECT
 221 West Erie
 Chicago, IL 60610

Address

By Tim Teague
 SIGNATURE [Signature]
 DATE 2/15/07

W.E. O'Neil Construction Company

CONTRACTOR
 2751 North Clybourn Avenue
 Chicago, IL 60614

Address

By Joseph G. Kadow
 SIGNATURE [Signature]
 DATE 1/23/07

Spertus Institute of Jewish Studies

OWNER
 618 South Michigan Avenue
 Chicago, IL 60605

Address

By H. Sulkin
 SIGNATURE [Signature]
 DATE 2-22-07

Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 If the Work in connection with a subcontract has been suspended for more than thirty (30) days after termination of the Contract by the Owner pursuant to Paragraph 14.2 and the Owner accepts assignment of such subcontract, the subcontractor's compensation shall be equitably adjusted for any increase in direct costs incurred by such subcontractor as a result

of the suspension. In no event will such an adjustment include extended home office overhead or lost profit.

5.4.3 Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD OTHER CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in this Article 6 and in Articles 3, 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Con-

tractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or other Contractors as provided in Subparagraph 10.2.5.

6.2.5 Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Paragraph 4.7 provided the other Contractors have reciprocal obligations.

6.2.6 The Owner and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, other Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Construction Manager, in consultation with the Architect, determines to be just.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and Subparagraph 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim for an increase in any

amounts due under the Contract Documents or for a change in any time period provided for in the Contract Documents.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1** a change in the Work;
- .2** the amount of the adjustment in the Contract Sum, if any; and
- .3** the extent of the adjustment in the Contract Time, if any.

provided, however, that any Change Order equal to or in excess of \$100,000 or any Change Order which, together with Change Orders previously delivered, would cause the aggregate amount of Change Orders to exceed \$1,000,000, shall require the written approval of the Lender.

7.2.2 Methods used in determining adjustments to the Contract Sum shall be those listed in Subparagraph 7.3.3.

7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.



7.3.3 The value of the Work to be changed, added, or omitted shall be determined by the lump-sum or unit prices, if any, stipulated for such work in the Contract Documents. If no prices are stipulated, the value shall be determined by whichever of the following methods or combination of them the Owner may elect.

- .1 By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties.
- .2 By adding (a) the actual net cost to the Contractor of labor in accordance with the established rates, including required union benefits, premiums the Contractor is required to pay for workers' compensation and liability insurance, and payroll taxes on such labor; (b) the actual cost to the Contractor of materials and equipment and such other direct costs as may be approved by the Owner, less all savings, discounts, rebates, and credits; (c) an allowance of six percent (6%) for overhead on items (a) and (b) above; and (d) an allowance of two percent (2%) for profit on items (a), (b), and (c) above for any amounts above a contract value of \$32,500,000.

7.3.3.1 In the case of omitted Work, the Owner shall have the right to withhold from payments due or to become due to the Contractor an amount that, in the Owner's opinion, is equal to the value of such Work until such time as its value is determined by agreement.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 INTENTIONALLY OMITTED.

7.3.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.8 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Construction Manager for determination.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with

the intent of the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner's own forces, Construction Manager, Architect, any of the other contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by other causes which the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not

entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay is not caused, or could not have been anticipated, by the Contractor, could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and is of a duration not less than one (1) day.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.7.

8.3.3 If the Contractor submits a schedule or progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied regardless of the cause of or reason for the Contractor's failure to do so.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect, through the Construction Manager, a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 On the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment for Work completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.

9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Contractor shall also comply with the following specific requirements:

- .1 The aggregate cost of materials stored off-site shall not exceed Fifty Thousand Dollars (\$50,000) at any time without written approval of the Owner.
- .2 Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and the Owner's Construction Lender, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
- .3 With each Application for Payment, the Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than their total value.
- .4 The consent of any surety shall be obtained to the extent required prior to payment for any materials stored off the Project site.
- .5 Representatives of the Owner and the Lender shall have the right to make inspections of the storage areas at any time.
- .6 Such materials shall be protected from diversion, destruction, theft, and damage to the satisfaction of the Owner and the Lender, specifically marked for use on the Project, and segregated from other materials at the storage facility.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- .1 The Contractor further expressly undertakes to defend the Indemnitees, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Indemnitees as a result of liens, chargeable



to the Contractor, filed against the Work, the site of any of the Work, the Project site and any improvements on it, payments due the Contractor, or any portion of the property of any of the Indemnitees (referred to collectively as liens in this Subparagraph 9.3.3) except for liens arising as a result of the Owner's wrongful failure to remit payments to the Contractor. The Contractor agrees to indemnify and hold the Indemnitees harmless against any such liens or claims of lien and agrees to pay or to provide a bond for which Owner is the beneficiary insuring Owner against any judgment or lien resulting from any such actions, lawsuits, or proceedings.

- .2 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond that is (1) issued by a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner; and (3) in an amount not less than one hundred percent (100%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Paragraph 9.3, including, without limitation, the duty to defend and indemnify the Indemnitees. The cost of any premiums incurred in connection with such bonds and security shall be the Contractor's responsibility and shall not be part of, or cause any adjustment to, the Contract Sum.
- .3 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owner, upon demand, for any payments so made.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Construction Manager will assemble a Project Application for Payment by combining the Contractor's applications with similar applications for progress payments from other Contractors and, after certifying the amounts due on such applications, forward them to the Architect within seven days.

9.4.2 Within seven days after the Architect's receipt of the Project Application for Payment, the Construction Manager and Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Contractor, for such amount as the Construction Manager and Architect determine is properly due, or notify the Contractor and Owner in writing of the Construction Manager's and Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1. Such notification will be forwarded to the Contractor by the Construction Manager.

9.4.3 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will constitute representations made separately by the Construction Manager and Architect to the Owner, based on their individual observations at the site and the data comprising the Application for Payment submitted by

the Contractor, that the Work has progressed to the point indicated and that, to the best of the Construction Manager's and Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager or Architect. The issuance of a separate Certificate for Payment or a Project Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Construction Manager or Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Subparagraph 9.4.3 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager or Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Construction Manager and Architect will promptly issue a Certificate for Payment for the amount for which the Construction Manager and Architect are able to make such representations to the Owner. The Construction Manager or Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid



balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

- 7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Construction Manager and Architect have issued a Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner. Notwithstanding anything in this Subparagraph 9.6.2 to the contrary, the Owner may elect, in the Owner's sole discretion, to make any payment due the Contractor on behalf of a Subcontractor of any tier jointly payable to the Contractor and such Subcontractor. The Contractor and such Subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. Any such joint payment shall constitute payment to the Contractor, in the full amount of the joint payment, as if such joint payment were made to the Contractor alone. In no event shall any joint payment be construed to create any contract between the Owner and a Subcontractor of any tier, obligations from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1 If, through no fault of the Contractor, 1) the Construction Manager and Architect do not issue a Project Certificate for Payment within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment or 2) the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by arbitration, then the Contractor may upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion



which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Manager and Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction

Manager will forward the notice and Application to the Architect who will promptly make such inspection. When the Architect, based on the recommendation of the Construction Manager, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Construction Manager as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Construction Manager and Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by



the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The making of final payment shall constitute a waiver of Claims by the Owner as provided in Subparagraph 4.4.5.

9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Subparagraph 4.7.5.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, Construction Manager and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which arbitration has not been demanded, or by arbitration under Article 4. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

10.1.4 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated

biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph 10.1.4.

10.1.5 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing. The Owner, Contractor, Construction Manager and Architect shall then proceed in the same manner described in Subparagraph 10.1.2.

10.1.6 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will, within seven (7) days of receipt of written notice from the Owner, reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner, and the grounds therefor. If the Contractor, Construction Manager or Architect has a reasonable objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal,



relocation or replacement in the course of construction; and

- 4 construction or operations by the Owner or other Contractors.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, as a Cost of the Work, for all measures necessary to protect any property and improvements adjacent to the Project. Any damage to such property or improvements shall be promptly repaired by the Contractor. Without limiting the indemnity provisions elsewhere in the Contract Documents, the Contractor shall indemnify and hold harmless the Owner from and against any and all actions or damages resulting from damage to such property or improvements.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner, Construction Manager and Architect reasonable advance notice and shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.2.8 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary, from injury by any cause.

10.2.9 The Contractor shall promptly report by telephone and in writing to the Owner, Construction Manager, and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and observations of any witnesses.

10.2.10 Contractor certifies that it will provide a drug- and alcohol-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, the use of alcohol, and appearing in the workplace under the influence of either a controlled substance or alcohol is prohibited in Owner's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug- and alcohol-free awareness program to inform employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) Owner's policy of maintaining a drug- and alcohol-free workplace;
 - (iii) Any available drug or alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug or alcohol abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the Work be given copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- (e) Notifying the Owner, in writing, within ten (10) days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d)(ii) with respect to any employee who is so convicted:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or



- (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

Provided, however, that to the extent the Contractor is a party to any collective bargaining agreement and there is a conflict or inconsistency between the terms and provisions of such collective bargaining and the terms and provisions of subparagraph (f), the terms and provisions of such collective bargaining agreement shall control to the extent necessary to resolve such conflict or inconsistency.

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

10.3 EMERGENCIES

10.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.7 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- .8 The Contractor's liability insurance shall include all major divisions of coverage and shall provide coverage for the following:
 - (1) Premises/Operations (including X, C, and U coverages as applicable).
 - (2) Independent Contractors' Protective.
 - (3) Products and Completed Operations.
 - (4) Personal Injury Liability with Employment Exclusion deleted.
 - (5) Contractual liability including coverage for Contractor's obligations under Paragraph 3.18.
 - (6) Owned, nonowned, and hired motor vehicles.
 - (7) Broad Form Property Damage, including Completed Operations.

The Contractor shall name the Indemnitees as additional insureds on the policies providing for coverage against the claims listed in Subsections .3, .5, and .6 of this Section 11.1.1.

11.1.2 The Contractor shall, for the protection and benefit of the Indemnitees and the Contractor and as part of the Contractor's efforts to satisfy the obligations set forth in Subparagraph 11.1.1, procure, pay for, and maintain in full force and effect, at all times during the performance of the Work until final acceptance of the Work or for such duration as required, policies of insurance issued by a responsible carrier or carriers acceptable to the Owner, and in form and substance satisfactory to the Owner, that afford the coverages set forth in the Schedule of Insurance, attached hereto and made a part hereof as Exhibit "GC-1". All such insurance shall be written on an occurrence basis.

11.1.3 The Contractor agrees to deliver to the Construction Manager, within ten (10) days of the date of the Owner-Contractor Agreement and prior to bringing any equipment or personnel onto the site of the Work or the Project site, certified copies of all insurance policies procured by the Contractor under or pursuant to this Paragraph 11.1 (if such policies shall have been issued by the relevant insurance company) or, with consent of the Owner, Certificates of Insurance in form and substance satisfactory to the Owner evidencing the required coverages with limits not less than those specified in Exhibit "GC-1" hereto. The coverage afforded under any insurance policy ob-



tained under or pursuant to this Paragraph 11.1 shall be primary to any valid and collectible insurance carried separately by any of the Indemnitees. Furthermore, all policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given the Construction Manager, Architect, and Owner in the event of material reduction, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance.

11.1.4 In no event shall any failure of the Construction Manager to receive certified copies or certificates of policies required under Paragraph 11.1 or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article 11.

11.1.5 When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall furnish to the Construction Manager Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any material way from the previous policy, the Contractor shall also furnish the Construction Manager with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance consistent with the requirements of the Contract Documents and written by carriers acceptable to the Owner.

11.1.6 Any aggregate limit under the Contractor's commercial general liability and umbrella liability insurance shall, by endorsement, apply to this Project separately.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are

beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.1.1 Property insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

11.3.1.4 INTENTIONALLY OMITTED.

11.3.1.5 The insurance required by this Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Subparagraph 11.3.7.

11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.



11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property including consequential losses due to fire or other hazards however caused.

11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a Certificate of Insurance evidencing such insurance coverages required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against each other and against the Construction Manager, Architect, Owner's other Contractors and own forces described in Article 6, if any, and the subcontractors, sub-subcontractors, consultants, agents and employees of any of them, for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

11.3.8 A loss insured under Owner's property insurance shall be adjusted by the Owner in good faith and made payable to the

Owner in good faith for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.3.9 If required in writing by a party in interest, the Owner in good faith shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.9. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

11.3.10 The Owner in good faith shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection be made, arbitrators shall be chosen as provided in Paragraph 4.9. The Owner in good faith shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.3.11 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 If requested by Owner, the Contractor shall furnish a Performance Bond and Labor and Materials Payment Bonds meeting all statutory requirements of the State of Illinois in form and substance satisfactory to the Owner and, without limitation, complying at a minimum with the following specific requirements:

- .1** Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.
- .2** Bonds shall be executed by a responsible surety licensed in Illinois with a Best's rating of no less than "A" and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.
- .3** The Performance Bond and the Labor and Materials Payment Bonds shall each be in an amount equal to the Contract Sum.



- 4 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.
- 5 Every Bond under this Subparagraph 11.4.1 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond:

- (1) The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.
- (2) The Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or the Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, postage prepaid, to the Lender and the Owner.
- (3) The Surety agrees it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

The Owner shall pay for any premiums charged for the Contractor's bonds by executing a Change Order that shall increase the Contract Sum in an amount equal to such premiums.

11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.3 Performance and Payment Bonds shall be required by the Contractor from any Subcontractor whose contract has a value in excess of \$100,000.

11.5 GENERAL REQUIREMENTS

11.5.1 All insurance coverage procured by the Contractor (but not the Subcontractors) shall be provided by insurance companies having policyholder ratings no lower than "A" in the Best's Insurance Guide, latest edition in effect as of the date of

the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2 If the Owner or the Contractor is damaged by the failure of the other party to purchase or maintain insurance required under Article 11, then the party who failed to purchase or maintain the insurance shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable to the failure.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby.

12.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of

the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect issued through the Construction Manager, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or other Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so the Construction Manager and Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the



Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so the Construction Manager and Architect may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.7 INTENTIONALLY OMITTED.

13.8 At the request of Owner or Construction Manager from time to time Contractor and its subcontractors of any tier as may be designated by Owner or Construction Manager shall participate in "team building" exercises devised by Construction Manager and intended to foster teamwork and safety on the Project site. Such exercises shall be sponsored and conducted at Owner's expense in the City of Chicago, but Contractor shall not be permitted to claim an extension in the Contract Time or an increase in the Contract Sum as a result of participation in such exercises.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;

- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .3 because the Construction Manager or Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.2, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or
- .5 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of 60 days or if repeated suspension, delays, or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate the lesser of an amount equal to the Contract Time or 120 days in any one (1) year period, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;



- .5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents;
- .6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents; or
- .7 fails after commencement of the work to proceed continuously with the construction of the Work for more than ten (10) days, except as permitted under the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Architect after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

- .2 that an equitable adjustment is made or denied under another provision of this Contract.

14.3.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.4 OWNER'S TERMINATION FOR CONVENIENCE

14.4.1 The Owner reserves the right to terminate the Contract for convenience and without cause even though the Contractor has not failed to perform any part of the Contract. Termination of the Work hereunder shall be effected by written notice to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice otherwise directs,

- .1 Immediately discontinue the Work and the placing of all orders and subcontracts in connection with this Contract;
- .2 Immediately cancel all of the existing orders and subcontracts made hereunder;
- .3 Immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery, and tools acquired by the Contractor in connection with the performance of the Contract, and take such action as may be necessary or as the Owner may direct for protection and preservation of the work relating to this Contract; and
- .4 Deliver all plans, drawings, specifications, and other necessary information to the Owner.

14.4.2 If the Owner terminates the Contract for convenience, the following shall be the Contractor's exclusive remedies:

- .1 Prior to the Date of Commencement, in which event the Owner shall pay to the Contractor the sum of One Hundred Thousand and no/100 Dollars (\$100,000), plus One Hundred Forty-Five Thousand and no/100 Dollars (\$145,000) for additional preconstruction services, plus the actual general conditions incurred as of September 26, 2005, plus the actual Cost of the Work after October 15, 2005, the sum of which shall be deemed liquidated damages and not a penalty, as Contractor's sole and exclusive remedy; or,
- .2 On or after the Date of Commencement, in which event the Owner shall pay to the Contractor the sum of: (i) the Cost of the Work incurred to the date of termination, plus (ii) an amount equal to Contractor's Fee multiplied by a fraction, the numerator of which is the number of days from the Date of Commencement through the effective date of termination and the denominator of which is the number of days comprising the Contract Time; plus (iii) reasonable and identifiable decommissioning and cancellation costs.

14.4.3 All obligations of the Contractor under the Contract with respect to completed Work, including but not limited to all warranties, guarantees, and indemnities, shall apply to all Work completed or substantially completed by the Contractor prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments



to the Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Contractor for any cause.

14.4.4 Upon a determination that a termination of this Contract other than a termination for convenience under this Article was wrongful or improper for any reason, such

termination shall automatically be deemed converted to a convenience termination under this Article, and the Contractor's remedy for such wrongful termination shall be limited to the recoveries specified under Subparagraph 14.4.2 of this Article.

LIST OF EXHIBITS

EXHIBIT "GC-1" - INSURANCE COVERAGES AND LIMITS



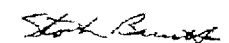
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/19/2005
PRODUCER Phone: 630-324-2500 Fax: 630-324-2501 T.J. Adams Group Hilb Rogal & Hobbs Company 3 E. Butterfield Rd, 5th Fl. Lombard IL 60148	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED W.E. O'Neil Construction Company 2751 N. Clybourn Chicago IL 60614	INSURERS AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Co.	NAIC # 16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO2978893-05	3/31/2005	3/31/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP297889501-05	3/31/2005	3/31/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	AUC5229924-04	3/31/2005	3/31/2006	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC2978892-05	3/31/2005	3/31/2006	<input checked="" type="checkbox"/> WC STATU- TOBY LIMITS <input type="checkbox"/> OTH- ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 See Attached

CERTIFICATE HOLDER Spertus College of Judaica dba Spertus Institute of Jewish Studies 618 S Michigan Ave. Chicago IL 60605	CANCELLATION 30 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

DESCRIPTIONS (Continued from Page 1)

The following are listed as additional insured under general liability where required by written contract with regard to work performed by the named insured:

.S. Equities Development, LLC, including their respective board members, officers, agents and employees individually and collectively.

Kreuck & Sexton, including their respective board members, officers, agents and employees individually and collectively.

Spertus College of Judaica dba Spertus Insitute of Jewish Studies, Including their respective board members, officers, agents and employees individually and collectively.

EXHIBIT G

PERMITTED LIENS

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any

EXHIBIT H-1
PROJECT BUDGET

[see attached]

*** Indicates components that will be subtracted from Total Project Costs to arrive at Net Project Costs, as defined in the Agreement.**

SPERTUS INSTITUTE OF JEWISH STUDIES

Description of Uses	Currently Projected Cost (As Of November 30, 2007)
---------------------	---

Soft Costs:

Pre-Design Costs	\$ 200,192
Architectural and Engineering Costs	\$ 4,752,850
Project Management Costs	\$ 1,965,738
Legal Fees and Expenses	\$ 669,751
Sub-Total Soft Costs	\$ 7,588,531

Hard Costs:

Testing and Inspection	\$ 245,996
Mock-Ups And Samples	\$ 49,500
Permits and Fees	\$ 90,153
Base Building And Interior Construction	\$ 37,130,467
Tenant Improvement Allowance For Future Rental Space(s)	\$ 274,150
Security System	\$ 355,736
Telecommunications and Data Systems	\$ 203,463
Audio Visual Equipment	\$ 344,754
Stage Equipment Systems	\$ 457,979
Furniture, Fixtures and Equipment	\$ 967,045 *
Design & Fabrication of Permanent Exhibits	\$ 1,718,479
Signage	\$ 324,449
Artwork	\$ - *
Moving and Moving-Related Costs	\$ 152,750
Retail Consulting, Construction, Fixturing & Equipment For Store	\$ 448,325 *
Design, Construction & Equipment For Food Service Operation	\$ 774,799
Sub-Total Hard Costs	\$ 43,538,045

Plus:

Land Acquisition And Land Remediation Costs	\$ 6,341,594
Interim Financing Costs During Pre-Construction Period	\$ 770,589
Interim Financing Costs During Construction Period	Not Included
Cost Of Financing/Bond Issuance	Not Included
Sub-Total Miscellaneous Costs	\$ 7,112,183

TOTAL PROJECT COSTS	\$ 58,238,760
----------------------------	----------------------

Total Project Costs That Comprise MBE/WBE Budget	\$ 29,999,216
Minimum Project MBE Commitment (24%) Of Project MBE/WBE Budget	\$ 7,199,812
Minimum Project WBE Commitment (4%) Of Project MBE/WBE Budget	\$ 1,199,969
Minimum Project MBE/WBE Commitment	\$ 8,399,780

EXHIBIT H-2

MBE/WBE Project Budget

Hard Costs

Testing and Inspection	\$477,500
Mock-Ups and Samples	\$277,500
Base Building and Interior Construction	\$26,688,803
Security System	\$109,554
Signage	\$110,000
<i>Fixturing, Equipment and Interior Construction for Spertus Store</i>	<u>\$464,427</u>
Total Hard Costs	\$28,127,784

Soft Costs

Project Management Costs	<u>\$1,592,432</u>
Total Soft Costs	\$1,592,432

Miscellaneous Costs

Land Acquisition and Remediation	<u>\$279,000</u>
Total Miscellaneous Costs	\$279,000

Total Uses of Funds \$29,999,216

MBE Total = \$29,999,216 x 24%=	\$7,199,812
WBE Total = \$29,999,216 x 4%=	<u>\$1,199,969</u>
MBE/WBE Project Total	\$8,399,780

Developer may adjust the amounts among these line items as construction proceeds, provided that none of the MBE Total, the WBE Total or the MBE/WBE Project Total shall be reduced.

EXHIBIT I

APPROVED PRIOR EXPENDITURES

[complete before closing]

[will not be included in the ordinance packet]

618 S Michigan Rent Receivables:

Rent Receivables:	Mo Rent			
Brandies Women	640.00	1-Oct-01	-640.00	
Earned 10/1-10/17			<u>350.97</u>	
Due To Spertus				-289.03
Center For Psychoanalytic Study	681.00	1-Oct-01	-681.00	
Earned 10/1-10/17			<u>373.45</u>	
Due To Spertus				-307.55
Jewish Council for Urban Affairs	5,946.00	1-Jul-01	2,118.77	
		1-Aug-01	5,946.00	
		1-Sep-01	5,946.00	
		10/1-10/16/01	<u>3,068.90</u>	17,079.67
Community Foundation for Jewish Education	7,386.00	1-Sep-01	57.05	
		10/1-10/16/01	<u>3,812.13</u>	3,869.18
Spertus	67,217.00	1-Feb-01	64,632.00	
		1-Mar-01	64,632.00	
		1-Apr-01	64,632.00	
		1-May-01	64,826.00	
		1-Jun-01	65,020.00	
		1-Aug-01	67,217.00	
		1-Sep-01	67,217.00	
		10/1-10/17/01	<u>36,860.94</u>	
				<u>495,036.94</u>
				<u><u>515,389.21</u></u>

EXHIBIT J

OPINION OF DEVELOPER'S COUNSEL

[To be retyped on the Developer's Counsel's letterhead]

[date]

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Spertus College of Judaica, dba Spertus Institute of Jewish Studies, an Illinois not-for-profit corporation (the “**Developer**”), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Near South Redevelopment Project Area (the “**Project**”). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the “**Documents**”:

- (a) Spertus College of Judaica, dba Spertus Institute of Jewish Studies Redevelopment Agreement (the “**Agreement**”) of even date herewith, executed by the Developer and the City of Chicago (the “**City**”);
- (b) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and
- (c) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

- (a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) By-Laws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and
- (b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of Illinois, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Articles of Incorporation or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. **Exhibit A** attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the

number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on **Exhibit A**, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than the federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

SPERTUS COLLEGE OF JUDAICA, DBA SPERTUS INSTITUTE OF
JEWISH STUDIES

By: _____
Name
Title: _____

Subscribed and sworn before me this ____ day of _____
_____.

My commission expires: _____

Agreed and accepted:

Name
Title: _____
City of Chicago
Department of Planning and Development

EXHIBIT N

PUBLIC BENEFITS PROGRAM

1. Annually, four free City-sponsored or authorized public meetings in Spertus's 400-seat auditorium (or any other space appropriate to the size of the group), subject to scheduling and availability. (Not permitted on Friday after 3:00 p.m., Saturday, or Jewish Holy Days; must comply with house rules regarding Kosher catering.)
2. Free on-site use of the Asher research library for City of Chicago adult residents engaged in academic studies sponsored or authorized by an accredited school or university, subject to completion of registration form. (No check-out privileges unless members of Spertus Society, but on-site access to on-line materials will be granted.)
3. Free Asher research library and archives weekly orientation tours made available upon request for all Chicago public and parochial high school students, subject to scheduling tour and teacher accompanying class (Free on-site on-line access for each school that takes orientation tour).
4. Free admission to the Spertus Museum for City of Chicago residents one day per week (day to be determined)
5. Spertus Institute will conduct programs and tours, subject to availability and scheduling, for Chicago school students and their teachers that fulfill curriculum requirements for state-mandated learning units in Holocaust Studies (nominal cost per student to cover materials). Schools in low-income neighborhoods may apply for subsidy toward cost of transportation.
6. Annually, ten \$1,000 scholarships towards an accredited Masters Degree in Non-Profit Management for any new student who is a City of Chicago resident. Preference will be given to low-income students with jobs in public or community service. Subject to completed application and sufficient academic credentials for acceptance into masters degree program.

EXHIBIT O

FORM OF SUBORDINATION AGREEMENT

This document prepared by and after recording return to:

Adam R. Walker, Esq.

Assistant Corporation Counsel

Department of Law

121 North LaSalle Street, Room 600

Chicago, IL 60602

SUBORDINATION AGREEMENT

This Subordination Agreement (“Agreement”) is made and entered into as of the __ day of _____, ____ between the City of Chicago by and through its Department of Planning and Development (the “City”), [Name Lender], a [national banking association] (the “Lender”).

WITNESSETH:

WHEREAS, the Spertus College of Judaica, dba Spertus Institute of Jewish Studies, an Illinois not-for-profit corporation (the “Developer”), has **[describe project]**

WHEREAS, **[describe financing and security documents - leave blanks as necessary if you do not have financing documents - see example below]** as part of obtaining financing for the Project, the Developer and _____ Bank (“Borrower”), have entered into a certain Construction Loan Agreement dated as of _____ with the Lender pursuant to which the Lender has agreed to make a loan to the Borrower in an amount not to exceed \$ _____,000,000 (the “Loan”), which Loan is evidenced by a Mortgage Note and executed by the Borrower in favor of the Lender (the “Note”), and the repayment of the Loan is

secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: (i) Mortgage dated _____ and recorded _____ as document number _____ made by the Borrower to the Lender; and (ii) Assignment of Leases and Rents recorded _____ as document number _____ made by the Borrower to the Lender (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents");

WHEREAS, the Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement," referred to herein along with various other agreements and documents related thereto as the "City Agreements");

WHEREAS, pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02 and 8.06 of the Redevelopment Agreement (the "City Encumbrances");

WHEREAS, the City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances; and

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and the Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of

any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If to the City: City of Chicago Department of Planning and Development
 121 North LaSalle Street, Room 1000
 Chicago, Illinois 60602
 Attention: Commissioner

With a copy to: City of Chicago Department of Law
 121 North LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attention: Finance and Economic
 Development Division

If to the Lender: _____

 Attention: _____

With a copy to: _____

 Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by

overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

[LENDER], [a national banking association]

By: _____

Its: _____

CITY OF CHICAGO

By: _____

Its: _____ Commissioner,
Department of Planning and
Development

ACKNOWLEDGED AND AGREED TO THIS
___ DAY OF _____, ____

[Developer], a _____

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO
HEREBY CERTIFY THAT _____, personally known to me to be the _____
Commissioner of the Department of Planning and Development of the City of Chicago, Illinois
(the "City") and personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that as such _____
_____ Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as
his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses
and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of
_____, ____.

Notary Public

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of [Lender], a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, ____.

Notary Public

My Commission Expires _____

(SEAL)

EXHIBIT A - LEGAL DESCRIPTION

Closing Statement

Seller: Jewish Federation of Metropolitan Chicago
 Purchaser: Spertus College of Judaica
 Property: 608-618 N. Michigan Avenue, Chicago, Illinois
 Date of Closing: October 17, 2001
 Proration Date: October 17, 2001

RECEIVED
 JUN 18 2007
 ARW

	Credit Purchaser	Credit Seller
Base Purchase Price		\$ 4,246,000.00
Earnest Money	-	
Reimbursement for Maintenance Costs (see attachment)	\$ 21,651.53	
Security Deposits (see attachment)	\$ 2,823.67	
Rent Receivables (see attachment)		\$ 495,036.94
Loan Principal and Interest (see attachment)		\$ 879,734.77
Tenant Rent Payments 10/17-10/31 (see attachment)	\$ 596.58	
Total Credits	\$ 25,071.78	\$ 5,620,771.71
Net Due Seller from Purchaser (Cash to Balance)		\$ 5,595,699.93

12
 13
 14
 15
 16
 1

RECAPITULATION

Net Due Seller from Purchaser		\$ 5,595,699.93
Plus: Balance of Earnest Money to Seller		\$ -
Less Seller Disbursements:		
D'Ancona & Pflaum LLC (Chicago Water Dept.- reimbursement)	\$892.33	
Total Seller Disbursements	\$ 892.33	
NET DUE SELLER:		\$ 5,594,807.60

Note: Rents received from and after the Closing Date shall be treated in accordance with Section 4.03(c) of the Purchase and Sale Agreement, with the parties acknowledging receivables to which Purchaser and Seller are entitled per the receivables schedule attached hereto.

AGREED:

PURCHASER:

Spertus College of Judaica d/b/a Spertus Institute of Jewish Studies

By: *M. M. Johns - Harris*
 Its: *Attorney & Agent*
 Name: *Lakshmi M. Johns-Harris*

SELLER:

Jewish Federation of Metropolitan Chicago

By: *Ken J. O'Neil*
 Its: _____
 Name: _____

618 S Michigan Avenue Closing:

Credit Due To Spertus:

Tenant Security Deposits:

Brandeis Women	494.75	
Center For Psychoanalytic Study	515.92	
Jewish Council for Urban Affairs	<u>1,813.00</u>	2,823.67

Tenant Rent Payments:

Brandeis Women (640/31*15)	289.03	
Center For Psychoanalytic Study (681/31*15)	<u>307.55</u>	596.58

Reimbursement for Maintenance Costs:

July, August, September	39,781.29	
October - Per Marv Cutler - Detail to follow	11,870.24	
Credit Taken on Ck # 29479	<u>-30,000.00</u>	
		<u>21,651.53</u>
Total Credits Due to Spertus:		<u><u>25,071.78</u></u>

Credit Due To JE:

Rent Receivables:

Spertus	1-Feb-01	64,632.00	
	1-Mar-01	64,632.00	
	1-Apr-01	64,632.00	
	1-May-01	64,826.00	
	1-Jun-01	65,020.00	
	1-Aug-01	67,217.00	
	1-Sep-01	67,217.00	
	10/1-10/17/01	<u>36,860.94</u>	
		<u>495,036.94</u>	495,036.94

Loan Principal and Interest:

Spertus Remodeling Loan -
\$1,085,204.71; 13.33 years;
6.00% interest; last payment
1/1/2001

Principal		839,174.66
Interest 1/1- 10/17/01	290/360 Days	40,560.11

Total Credits Due to JE:

879,734.77
1,374,771.71