WELCOME











AVIATION LEARNING SERIES DOING WORK ON

*O*HARE 21

SESSION 1
UNDERSTANDING THE AHCB JV CONTRACT

AECOM HUNT CLAYCO BOWA





AGENDA



Introduction



Standard Subcontract



Questions



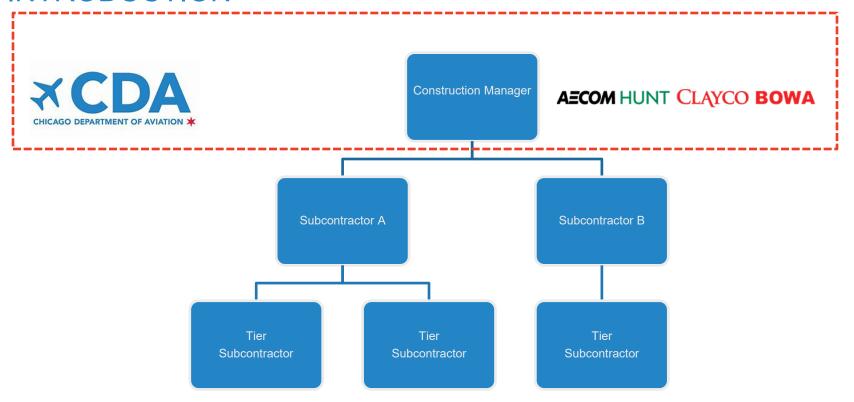
Aviation Learning Series - Future Sessions



Survey

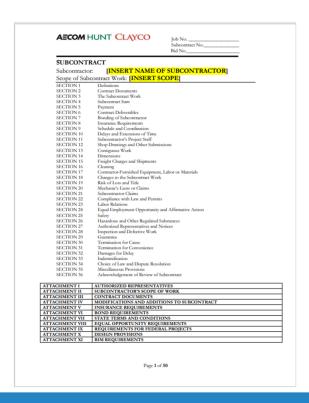


INTRODUCTION





STANDARD SUBCONTRACT



A sample of the JV Subcontract is included in each Trade Package solicitation and required to be signed by the awarded Bidder.

A separate Subcontract is required for each Trade Package.

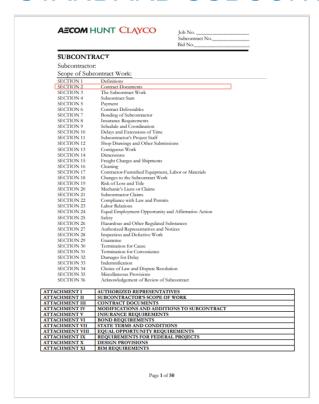
The Subcontract is broken into contract clause sections and attachments.





Definitions		
1.1	Project:	The O'Hare 21 and Other Terminal Projects Chicago O'Hare International Airport
1.2	The Owner:	City of Chicago Department of Aviation
1.3	The Designer:	[INSERT NAME AND ADDRESS]
1.4	Contractor:	AECOM Hunt/Clayco, a Joint Venture 100 South Wacker Drive, 6th Floor Chicago, IL 60606
1.5	The Subcontractor:	INSERT NAME AND ADDRESS



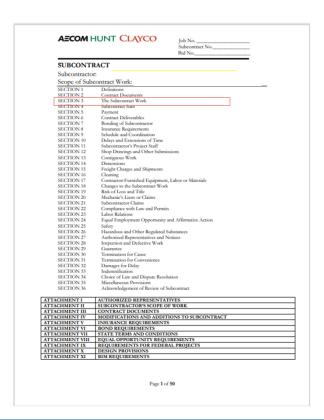


Contract Documents

Contract Documents include:

- Bid Package Part One: Instructions and Execution Documents;
- Bid Package Part Two: City and CMAR General Conditions and Procedures;
- Bid Package Part Three: Technical Specifications, Plans, Design Reports, Attachments, any Addenda and or Clarifications; and,
- Master Agreement for Construction Management At-Risk Services between the CMAR and the City dated, May 23, 2019.





The Subcontract Work

- 3.2 Scope of Subcontract Work
- 3.3 Performance Specifications
- 3.5 Familiarity With Project Site Conditions
- 3.11 Use of Completed Portions of the Subcontract Work







Subcontract Sum

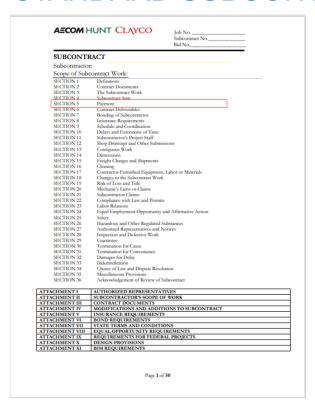
- 4.2 Risk of Non-Payment by Owner
- 4.3 Taxes Included in Subcontract Sum

Federal Excise Tax and Illinois State Tax do not apply to materials purchased by the City of Chicago.

Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax, also do not apply to materials or services purchased by the City of Chicago.







Payment

- 5.2 Progress Payment Applications
- 5.5.1 Prompt Payment
- 5.5.8 Reporting Failures to Promptly Pay
- 5.16 Audit Rights





PAYMENTS

Schedule of Values

- Unit Price
- Lump Sum

All Contractors are required to utilize the B2GNow payment tracking system to:

- Enter all subcontractor and non-certified subcontractors
- Verify payment(s) received
- Enter tier subcontractors and their payments within three (3) days of receipt of payment from AHCB

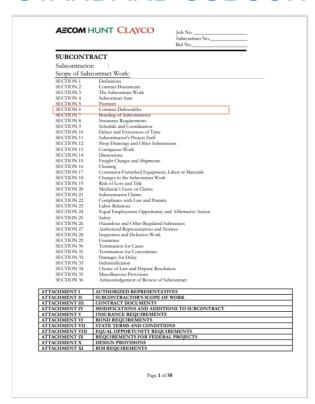
INVOICING

Invoices are submitted through Oracle Textura.

The following are required with each invoice:







Contract Deliverables

- 6.1 Contract Deliverables and Updating Thereof
 - 6.1.1 A copy of its contractor's license, if required;
 - 6.1.2 A copy of its Sales Tax Registration Certificate;
 - 6.1.3 A copy of its payment and performance bonds, if required;
 - 6.1.4 A list of all tiers of sub-subcontractors and suppliers (including their addresses, phone numbers, contact persons and the amounts due or to become due them), said list shall be updated with each progress payment application showing all additions, deletions and substitutions to such list, the contract deliverables for each new sub-subcontractor, or supplier of any tier, and revised amounts due or to become due;
 - 6.1.5 A copy of any certificate of qualification required by the Contract Documents or applicable law or regulation, including but not limited to certification as a Minority Business Enterprise or other status requiring certification;
 - 6.1.6 The list of Project staff required by Section 11.2;
 - 6.1.7 A certificate of insurance with the insurance requirements required under Attachment V of this Subcontract; and
 - 6.1.8 All other information required by this Subcontract to be submitted contemporaneously with its execution

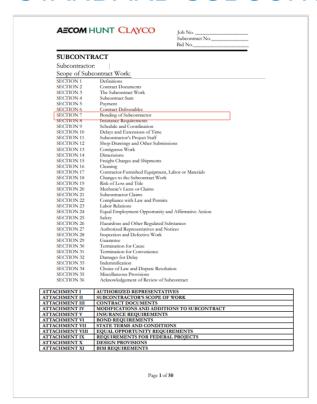


STANDARD SUBCONTRACT – SECTION 6 MOBILIZATION REQUIREMENTS

Construction Operations Plan
Sustainability Requirements
Construction Waste Plan
Anticipated Workforce Projection Form
Key Personnel
Resource & Cost Loaded Baseline Schedule
Shop Drawings (if applicable)
Submittal Log
Product Data and Samples

Payment and Performance Bond	
Insurance and OCIP enrollment	
Schedule of Values	
Site Specific Safety Plan	
CDA Badging (if applicable)	
HeadCount Enrollment	
Schedule C's and D's	
Schedule of Prime, Subcontractor and Suppliers	
City Certification Letters	





Bonding of Subcontractor

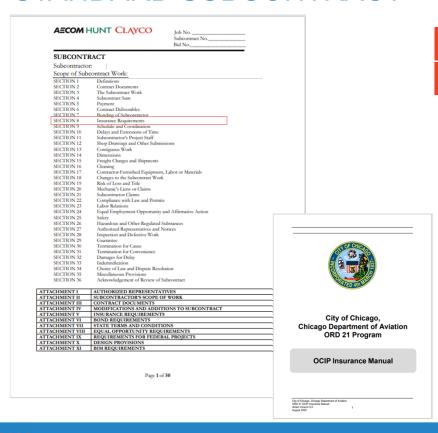
SUBCONTRACTOR DEFAULT INSURANCE (SDI)

- SDI is comprehensive insurance maintained by AHCB Joint Venture for the performance default of any subcontractor.
- It replaces the need for subcontractor performance and payment bonds.
- Subcontractors and bidders must be pre-qualified.
- Prequalification includes detailed review of the subcontractor's operations, relevant experience, financial status, and safety record.

BENEFIT

May not impact Subcontractor's bonding capacity.





Insurance Requirements

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

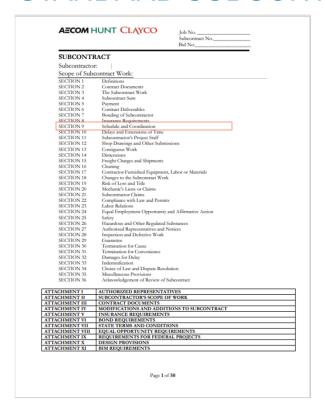
The OCIP provides the following insurance for all Eligible Subcontractors, regardless of tier, that are approved for participation in the insurance program:

- Commercial General/Excess Liability
- Workers Compensation & Employers Liability
- Builders' Risk
- Contractors Pollution Liability

If eligible, Subcontractor shall enroll in the Owner's Controlled Insurance Program ("OCIP") applicable to the Project upon execution of the Subcontract and maintain enrollment in the OCIP and shall require all of its eligible sub-subcontractors of any tier to enroll in the OCIP.

OCIP Coverages shall not apply to ineligible parties or to Work performed off-site.



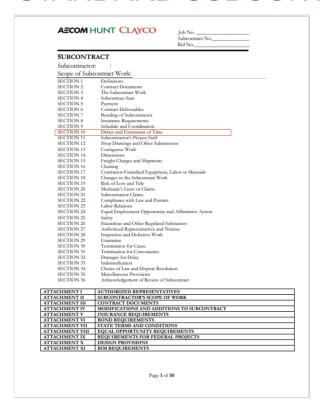


Schedule and Coordination

- 9.3 Subcontractor's Plan and Schedule
- 9.6 Reports and Information





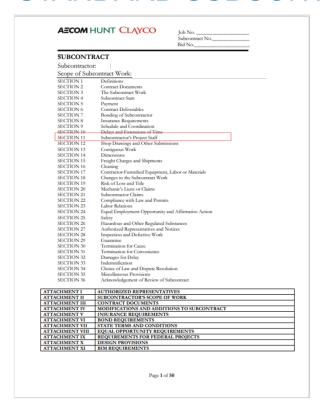


Delays and Extensions of Time

- 10.1 Delays Caused by Others
- 10.2 Delays Caused Solely by Contractor
- 10.3 Limitations on Subcontractor With Respect to Claims for Extensions of Time or Damages





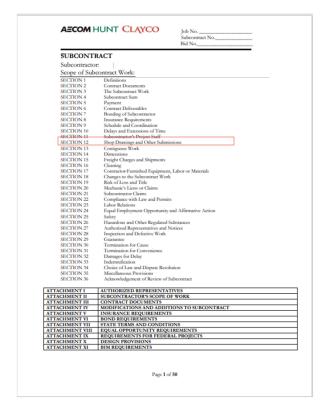


Subcontractor's Project Staff

- 11.1 Project Staff
- 11.3 Subcontractor's Project Representative







Shop Drawings and Other Submissions

- 12.1 Submission
- 12.2 Review by Contractor
- 12.3 Building Information Modeling



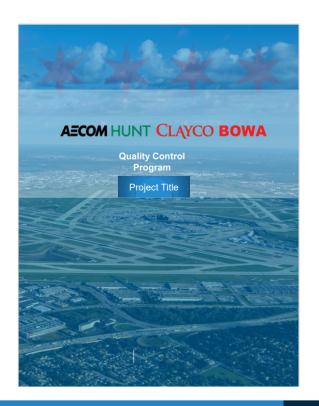
STANDARD SUBCONTRACT - QUALITY ASSURANCE / QUALITY CONTROL

QUALITY ASSURANCE

Quality assurance can be defined as "part of quality management focused on providing confidence that quality requirements will be fulfilled." The confidence provided by quality assurance is twofold—internally to management and externally to customers, government agencies, regulators, certifiers, and third parties.

QUALITY CONTROL

Quality control can be defined as "part of quality management focused on fulfilling quality requirements." While quality assurance relates to how a process is performed or how a product is made, quality control is more the inspection aspect of quality management.

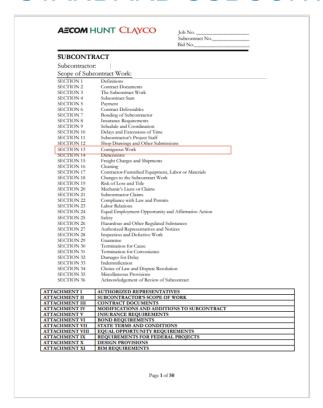




STANDARD SUBCONTRACT - QUALITY ASSURANCE / QUALITY CONTROL

- Specification 01 4000 is the presiding technical specification concerning the Contractor Quality Control & CMR Quality Assurance
 Program for these (and all future) trade packages. The contractor is responsible for ensure that quality, conforming work is put in-place
 while the CMR will provide assurance oversight of the quality control plan. Further, the Owner will participate in the quality assurance
 oversight by means of an Independent Test Agency.
- The contractor will be responsible for preparing and submitting for approval the Contractor's Quality Control Plan during mobilization. This plan must address each and every component of the work. Approval of this plan is required prior to the initiation of construction activities or installation of the work.
- The contractor will be required to on-site and physically present quality oversight during installation of the work this is a mandatory requirement of the Contractor's Quality Control Plan. The contractor's Quality Assurance Manager will report to a company executive having oversight of the project, i.e., not the project manager.
- Where in the technical specifications the terms "Owner" and "Independent Testing" are used, these terms shall be understood to mean these quality actions are the responsibility, to include but not limited to performance, scheduling and cost, of the Contractor and thereby must be included in the Contractor's Quality Control Plan.
- Frequency of testing or quality testing by the Contractor should be performed in accordance with the latest version of IDOT Standard Specifications for Road and Bridge Construction.



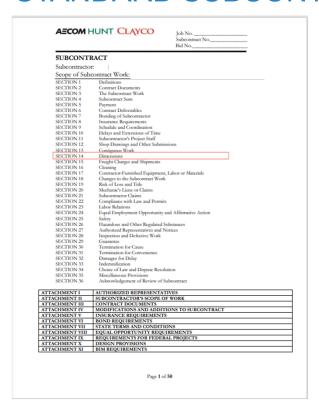


Contiguous Work

13.1 Contiguous Work



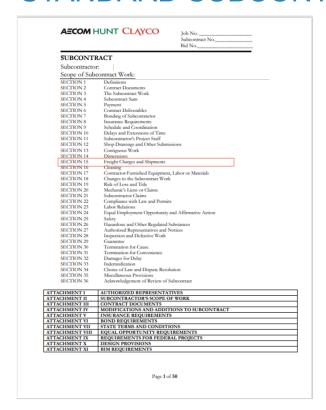




Dimensions

14.1 Dimensions



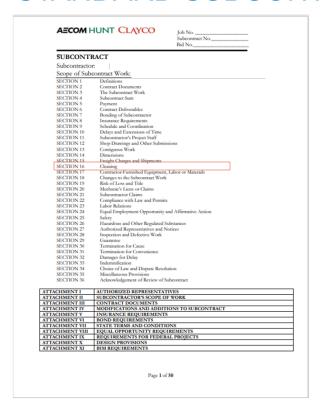


Freight Charges and Shipments

15.1 Freight Charges and Shipments





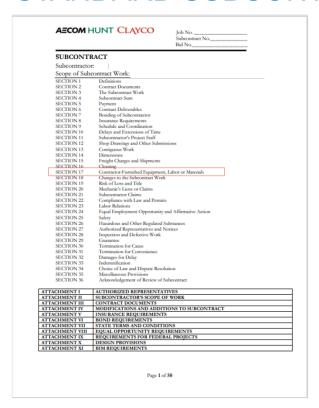


Cleaning

16.1 Subcontractor's Duty to Clean Up





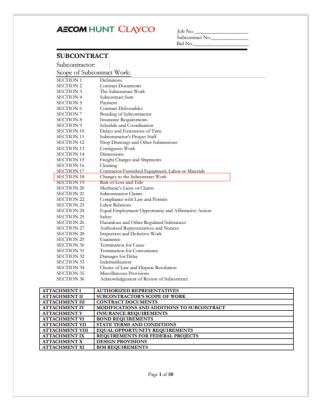


Contractor-Furnished Equipment, Labor or Materials

17.1 Responsibilities of the Parties







Changes to the Subcontract Work

- 18.1 Contractor May Order Changes
- 18.3 Price and Time Changes Valid Only by Written Change Order
- 18.8 Unauthorized Changes in the Work

Aviation Learning Series – Session 4

AHCB JV Change Order Management

9/8/21 4:00 – 5:30 p.m.





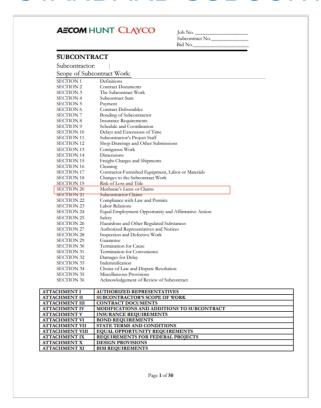
Risk of Loss and Title

19.1 Risk of Loss to Subcontractor

19.2 Title





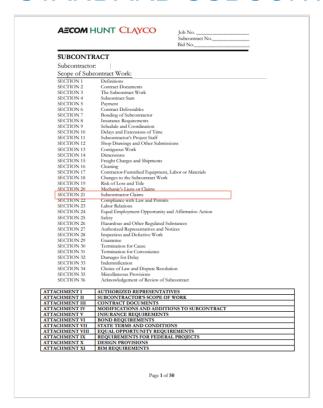


Mechanic's Liens or Claims

20.1 Subcontractor's Duty to Discharge Liens or Claims





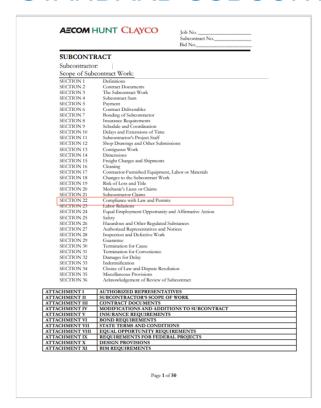


Subcontractor Claims

21.1 Obligation to Continue Work

21.7 Claims Against Contractor Arising out of the Subcontract Work





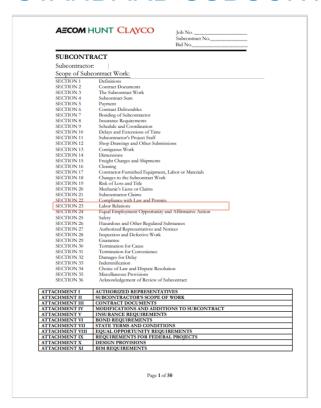
Compliance with Law and Permits

22.1 The Subcontractor shall obtain and pay for all necessary permits, approvals, certificates, registrations, tap fees, connection fees, construction costs and licenses pertaining to or required for the Subcontract Work and....

22.2 Subcontractor represents and warrants that with respect to the performance of the Subcontract Work by or for Subcontractor, including any portion of such Work performed by any sub-subcontractor of Subcontractor, all such Work shall be performed in full compliance with all applicable worker and immigration laws, rules and regulations promulgated by any governmental authority with jurisdiction over the Subcontract Work...







Labor Relations

23.1 Labor Matters





STANDARD SUBCONTRACT – WORKFORCE COMMITMENTS

An Anticipated Workforce Projection form is required as a part of each contractor's initial documentation submission, detailing the categories anticipated to be hired on the project. This information will be utilized to determine where hiring opportunities are available for each contractor.

The Contract requires compliance with Chicago Residency Ordinance, Section 2 92 330 of the Chicago Municipal Code and Part Two City General Conditions and Procedures of the Contract Documents.

CITY OF CHICAGO RESIDENCY

50%

PROJECT AREA
WORKER REQUIREMENT
7.5%

NEIGHBORHOODS

Dunning, Edison Park, Forest Glen, Jefferson Park,
Norwood Park, Portage Park

PROJECT AREA ZIP CODES

60068, 60630, 60631, 60634, 60635, 60641, 60646, 60656, 60706, 60707





STANDARD SUBCONTRACT – PREVAILING WAGES/CERTIFIED PAYROLL

Contractor shall comply with prevailing wage standards applicable to the Project as set forth by the City of Chicago Multi-Project Labor Agreement.

Cook County, Illinois - Prevailing Wages

Contractor shall be solely responsible to accurately document the Union affiliation, associated hourly wage rate and fringe benefits commensurate with the duties being performed by each of its workers.

All prime contractors and their tier subcontractors are required to utilize the HeadCount system for:

- payroll tracking
- weekly certified payroll reports
- Apprentice documentation

All prime contractors and their tier subcontractors will receive:

- system training
- Contractor Setup Form
- Worker Detail Form(s)
- RFID badge(s)

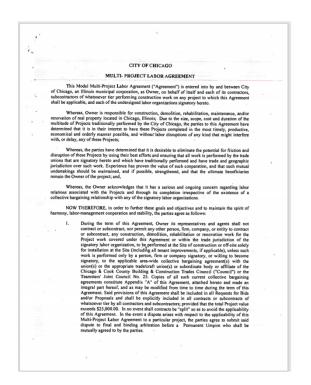


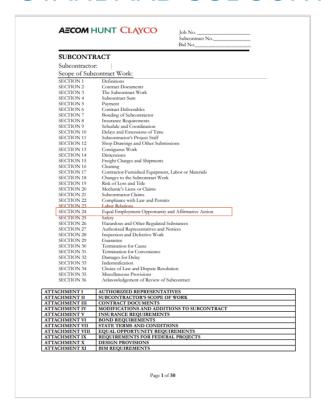


STANDARD SUBCONTRACT – MULTI-PROJECT LABOR AGREEMENT

This project is governed by the Multi-Project Labor Agreement as detailed in the Master Agreement. Contractor acknowledges that any lower tier Subcontractor or material supplier that is utilized by Contractor shall be obligated to all the terms and conditions that are addressed in the Terms and Conditions of this Subcontract.

<u>Multi-ProjectLaborAgreement-</u> PLAandSignatoryUnions.pdf (chicago.gov)





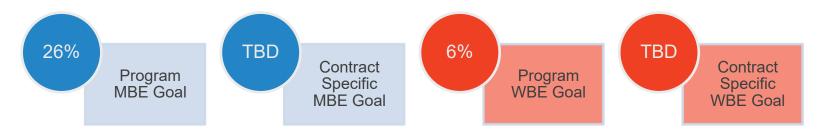
Equal Employment Opportunity and Affirmative Action

- 24.1 Non-Discrimination
- 24.6 Compliance with City MBE/WBE Commitments



STANDARD SUBCONTRACT - MBE & WBE PARTICIPATION

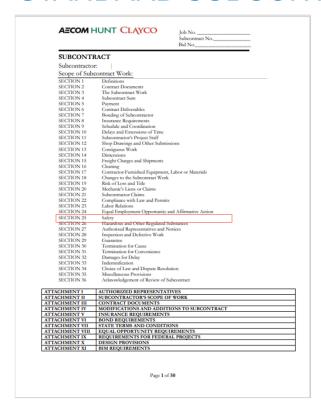
The MBE and WBE Contract Specific Goals established at the time of Contract bid also apply to any modifications to the Contract after award.



All MBEs and WBEs must be certified with the City of Chicago or Cook County in the area(s) of specialty listed (NAICS).

Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward meeting the Contract Specific Goals.



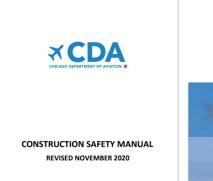


Safety

- 25.1 Conformance by Subcontractor
- 25.2 Protection of Contractor
- 25.3 Report
- 25.4 Safety Representative
- 25.5 Drug Testing









SECTION 25: Safety

- 25.1 Conformance by Subcontractor
- 25.2 Protection of Contractor
- 25.3 Report
- 25.4 Safety Representative
- 25.5 Drug Testing

CDA Construction Safety Manual

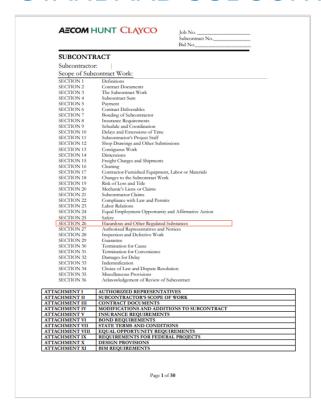
AECOM Hunt-Clayco-Bowa Safety, Health and Environmental Program

Required Documents:

- Site Specific Safety Plan
- Toolbox Talks Weekly
- Pre-Task Safety Assessment (PTSA Daily)
- Job Hazard Analysis (JHA's)
- Daily Reports
- Fall Protection Plan with Rescue Plan
- Silica Control Plan
- Respiratory Protection Plan
- · Hazard Communication Program with SDS
- Confined Space Program
- Contact Information for your OSHA Competent Persons
- · Copies of other Certifications (i.e., flagger, scaffold user, etc.)





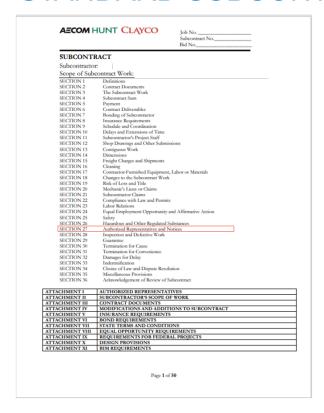


Hazardous and Other Regulated Substances

- 26.1 Definition of Regulated Substance
- 26.2 Disposal of Regulated Substances
- 26.6 Discovery of Regulated Substances by Subcontractor



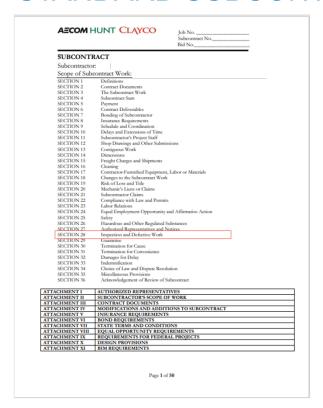




Authorized Representatives and Notices

27.1 Notices to Contractor

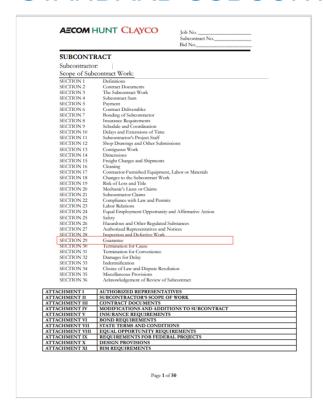




Inspection and Defective Work

28.1 Inspection and Defective Subcontract Work

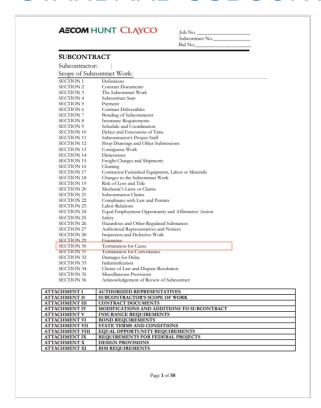




Guarantee

- 29.1 Scope of Warranty
- 29.2 Subcontractor's Obligations
- 29.4 Manufacturer's Warranties



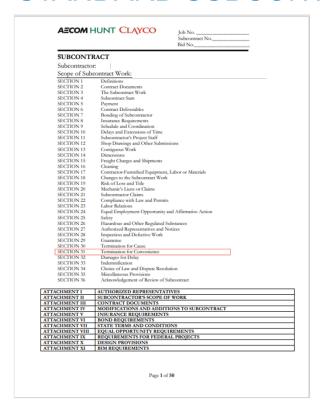


Termination for Cause

- 30.1 Termination for Cause
- 30.4 Termination of Contractor by Owner



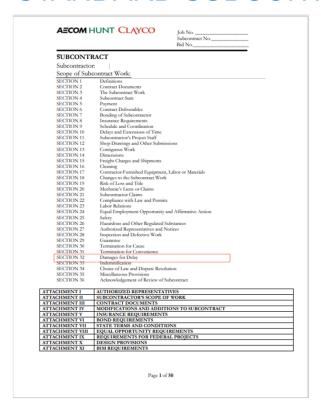




Termination for Convenience

31.1 Contractor's Right to Terminate

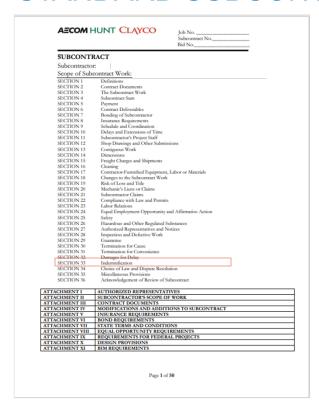




Damages for Delay

32.1 Delay Damages



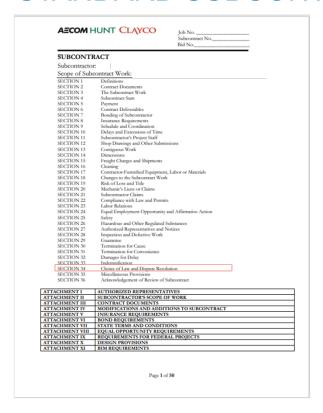


Indemnification

33.1 Indemnification for Claims

Subject to the indemnification obligations set forth in the MSA between Owner and Contractor, the Subcontractor shall defend, indemnify and hold harmless Contractor, the Owner and such other persons or entities as the Contract Documents or this Subcontract may require against any and all third party claims arising directly or indirectly out of the Subcontract Work or other involvement with the Project, the Project Materials, or any system, component, equipment, product or material supplied or delivered by or on behalf of Subcontractor pursuant to or in connection with this Subcontract, including, but not limited to, claims for...



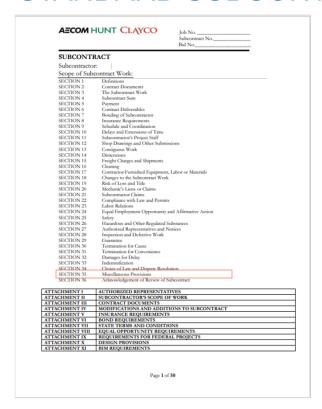


Choice of Law and Dispute Resolution

34.1 Choice of Law

34.2 Dispute Resolution





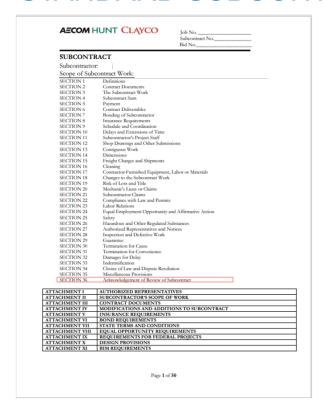
Miscellaneous Provisions

35.1 Invalidity of any Provision

35.5 No Oral Modifications

35.12 Confidentiality





Acknowledgement of Review of Subcontract

36.1 Subcontractor's Acknowledgment

Prior to signing this Subcontract, Subcontractor's authorized representatives have read and reviewed this Subcontract and all Attachments or Amendments thereto, including the Contract Documents. At its discretion, Subcontractor has had the opportunity to consult its attorney regarding this Subcontract. By signing this Subcontract, Subcontractor represents that it fully understands the terms and conditions of this Subcontract, and all Attachments and Amendments thereto, including the Contract Documents, and accepts them as binding.



STANDARD SUBCONTRACT - PMIS

Oracle Textura

Primavera P6

B2GNow

Procore

E-Builder

Autodesk BIM 360

Headcount

The O'Hare 21 program utilizes the same suite of software for all participants.

Participation / Enrollment in each software system is required.

Training will be provided, as applicable.

Textura Fee Schedule

Fee shall be included in mobilization costs.

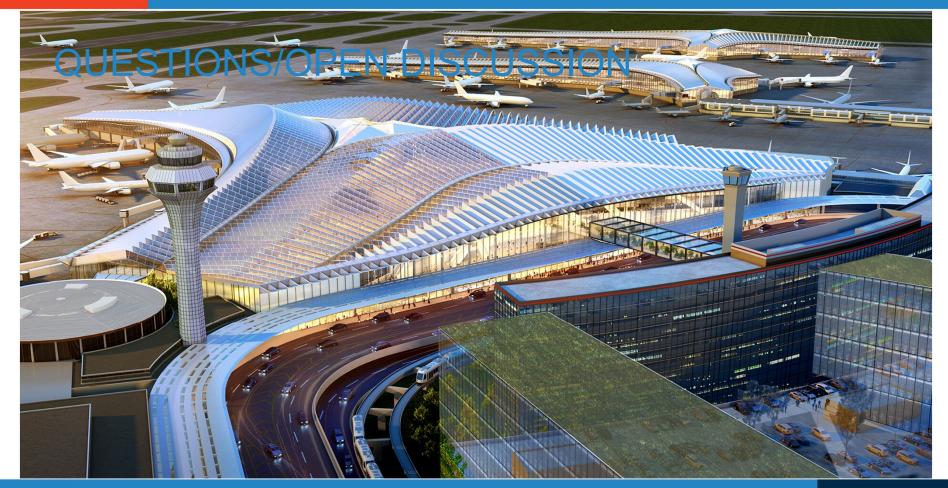
Subcontractor Usage Fees*

Contract Amount	Contract Fee
\$0 - \$1,704,545	0.22%
\$1,704,545 or greater	\$3,750

- Single fee per contract
- Reconciled for change orders
- Transaction between Subcontractor and Oracle
- \$100 flat fee for sub-tiers billing on system



^{*} Plus applicable taxes





AVIATION LEARNING SERIES – FUTURE SESSIONS



To express interest in attending the program, please visit our website at www.ahcjv.com to complete an Aviation Learning Series Workshop form. Email invitations will also be sent.

AECOM HUNT CLAYCO BOWA



AVIATION LEARNING SERIES - SURVEY



Please complete the survey linked in the presentation chat.



THANK YOU FOR YOUR TIME AND PARTICIPATION!







*HARE 21 AECOM HUNT CLAYCO BOWA



