

EXHIBITS
TO
DESIGN-BUILD AGREEMENT
BETWEEN
PUBLIC BUILDING COMMISSION OF CHICAGO
AND
IHC CONSTRUCTION COMPANIES, LLC
2013 SCHOOL INVESTMENT PROGRAM
PROJECT NUMBER 01
CONTRACT NUMBER PS1963
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

Public Building Commission
Room 200
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JULY 2013

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

1. Complete the design for the Project and solicit Commission and User Agency reviews and approvals. Complete analysis of all Project requirements, including verification of the Scope and Performance Criteria, concept design, regulatory requirements, the conditions of the site and the survey. Consult with the Commission and Using Agency to establish the final design.
2. Provide design documents for written approval at the completion of Design Development, and Construction Documents as identified in Book 1, Article 3.
3. Provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Commission and User Agency review.
4. Prepare and professionally seal documents that will be issued by for regulatory reviews, approvals and permits. Conduct reviews and submit for review/permits with required regulatory agencies, including, but not limited to, Department of Buildings, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Office of Emergency Management and Communications, and Illinois Environmental Protection Agency. Conduct and prepare a code analysis package and/or Code Matrix, including, but not limited to, the following components:
 - a. Occupancy classification.
 - b. Construction type.
 - c. Occupant load by area and floor.
 - d. Travel distances.
 - e. Accessibility.
 - f. Exit types, units and widths.
 - g. Plumbing fixture counts.
 - h. Loading berths and parking requirements.
 - i. Fire resistance requirements.
5. Facilitate a Lessons Learned walk-thru of recently constructed projects as necessary with the Commission and User Agency. Document and issue for Commission and User Agency Approval a record of improvements and variations to be incorporated into design.
6. Coordination and support in the form of information, including but not limited to narratives, specifications, and drawings concerning the design, installation and operation of Building Automation Systems (BAS) to the Commission's independent BAS Commissioning Authority. (IF APPLICABLE)
7. Facilitate and document a Sustainable Design Plan for Commission and User Agency approval and provide follow up sessions as directed by the Commission Representative. The purpose of the Plan and meetings are to develop the appropriate design strategies and confirm that the Project's target LEED rating of silver is achievable for all project phases, and make alternative plans as required. Plan shall include LEED Checklist and narratives, including all LEED detail. (IF APPLICABLE)
8. Provide an energy simulation model using the DOE II Modeling Software. (IF APPLICABLE)
9. Preparation of Proposed Public Right of Way Amendment Plan and other documents necessary to illustrate any required amendments to the public right of way. (IF APPLICABLE)

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

10. Preparation of CDOT coordination drawings to the extent required by the Commission and CDOT to coordinate site work with planned improvements by the City of Chicago and CDOT. (IF APPLICABLE)
11. As required, prepare Request for Clarification submittals for the Commission or User Agency questions.
12. Preparation of storm water analysis and management proposal. (IF APPLICABLE)
13. Issuance of a zoning analysis package (if required).
14. Provide a utility coordination and public infrastructure plan. Administer a design phase and construction phase utility coordination meeting including but not limited to the following participants. (IF APPLICABLE)
 - a. Using Agency
 - b. Public Building Commission
 - c. Com Ed
 - d. Peoples Gas
 - e. AT&T
 - f. Comcast
 - g. Office of Emergency Management and Communications
 - h. Department of Water Management
 - i. Bureau of Electricity
15. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment. (IF APPLICABLE)
16. Develop a hardware and device location plan for Commission and User Agency review and approval. (IF APPLICABLE)
17. Develop a signage plan and specifications for Commission and User Agency review and approval. (IF APPLICABLE)
18. Certification of Compliance with Commission's Design Checklists submitted as part of the Book 3, Project Requirements of the Scope and Performance Criteria. (IF APPLICABLE)
19. Prepare and Submit for use by the Commission an Inspection and Testing Plan ten (10) days prior to any site construction activities. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate in the project Specifications shall be identified by specification section number. The Authorized Commission Representative upon request can provide a sample Inspection and Testing Plan for use. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project. The Inspection and Testing Plan must provide for:
 - a. Verification of responsibilities for providing inspections, tests and certificates
 - b. Scope of services for the testing and inspection services RFQ.

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

- c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
20. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2A, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer shall issue MEP coordination documentation to the Commission for review. Architect Engineer shall coordinate and resolve:
- a. Space requirements between trades and/or disciplines.
 - b. Space requirements and access for maintenance and replacement all MEP equipment.
 - c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
 - d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
 - e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team.
 - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - ii. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
 - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
 - iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 - v. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

21. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.

22. Architect Engineer shall provide no less than 12 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect Engineer's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.

23. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project. (IF APPLICABLE)

24. Architect Engineer to conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
 - a. The Design Builder is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

25. Submittal, Record Document and Close requirements set forth in Book 2A, Standards Terms and Conditions Procedures Manual for Design Build Projects.

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EXHIBIT 2 – SCOPE AND PERFORMANCE CRITERIA

Design Builder acknowledges receipt of the initial Scope and Performance Criteria dated May 16, 2013, Update 1 to the Scope and Performance Criteria dated May 24, 2013, Update 2 to the Scope and Performance Criteria dated May 29, 2013, and Update 3 to the Scope and Performance Criteria dated June 4, 2013 for all schools in Project 1. These documents and the Construction Drawings and Specifications listed herein, including the noted exceptions/clarifications shown on Exhibit 3 form the basis for the Scope of Work for Project 1.

SCOPE AND PERFORMANCE CRITERIA

July 22, 2013

School	Title	Number	Revision Date	Author
<i>Design Builder acknowledges receipt of the June 3, 2013 School Investment Program Scope and Performance Criteria for all schools in Project 1. This document and the Construction Drawings and Specifications listed herein, including the noted exceptions/clarifications shown on Exhibit 3 form the basis for the Scope of Work for Project 1.</i>				
Brennemann Elementary	Title Sheet	-	7/1/2013	Onyx Architectural Services
	Drawing Index	A-01	7/1/2013	Onyx Architectural Services
	Floor Plan	A-1	7/1/2013	Onyx Architectural Services
	Enlarged Floor Plans Elevations	A-2	7/1/2013	Onyx Architectural Services
	Enlarged Floor Plans Elevations	A-3	7/1/2013	Onyx Architectural Services
	Ext. & Int. Elevations	A-4	7/1/2013	Onyx Architectural Services
	Roof Plan	A-5	7/1/2013	Onyx Architectural Services
	First Floor and Annex Plan/Mechanical	M-1	6/26/2013	RJ Olmen/Olabode M. Beckley, P.E.
	First Floor Electrical Plan	E-100	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Plumbing Plan	P-101	6/28/2013	Caldwell Plumbing/W-T Mechanical
	Enlarged Plumbing Plans	P-102	6/28/2013	Caldwell Plumbing/W-T Mechanical
	Environmental Scope of Work and Specifications	Pages 1-57	6/24/2013	TEM, Incorporated
Brentano Elementary	Title Sheet	G-100	6/27/2013	Legat Architects
	Lower Level Plan/First Floor Plan	A-100	6/27/2013	Legat Architects
	Second Floor Plan/Third Floor Plan	A-200	6/27/2013	Legat Architects
	Roof Plan	A-300	6/27/2013	Legat Architects
	Lower Level Plan/First Floor Plan	M.100	6/24/2013	RJ Olmen Company
	Second Floor Plan/Third Floor Plan	M.200	6/24/2013	RJ Olmen Company
	Roof Plan	M.300	6/24/2013	RJ Olmen Company
	Lower Level Plan/First Floor Plan	E1-1	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Second Floor Plan/Third Floor Plan	E1-2	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Miscellaneous Details	E4-1	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Plumbing Sheet Index/Abbreviations& Symbols List	P00	6/24/2013	CF Bruckner & Son Plumbing
	Plumbing Plans Basement North	P1	6/24/2013	CF Bruckner & Son Plumbing
	Plumbing Plans Basement South	P2	6/24/2013	CF Bruckner & Son Plumbing
	Plumbing Schedules and Details	P3	6/24/2013	CF Bruckner & Son Plumbing
	Environmental Scope of Work and Specifications	Pages 1-83	6/24/2013	TEM, Incorporated
Chappell Elementary	Title Sheet	G100	6/24/2013	Brook Architecture
	Drawing Index/General Notes & Symbols	G-200	6/24/2013	Brook Architecture
	First Floor Plan/Original Building	A-110	6/24/2013	Brook Architecture
	First Floor Plan/Annex Building/Gym Building	A-111	6/24/2013	Brook Architecture
	Second Floor Plan/Original Building	A-120	6/24/2013	Brook Architecture
	Second Floor Plan/Annex Building/Gym Building	A-121	6/24/2013	Brook Architecture
	Roof Plan/Original Building	A-130	6/24/2013	Brook Architecture
	Roof Plan/Annex Building/Gym Building	A-131	6/24/2013	Brook Architecture
	Elevations /Annex Building 1	A-201	6/24/2013	Brook Architecture
	Details	A-301	6/24/2013	Brook Architecture
	General Notes	S-000	6/24/2013	Rubinos & Mesia Engineers
	Structural Details	S-001	6/24/2013	Rubinos & Mesia Engineers
	Second Floor Plan/Mechanical	M-1	6/24/2013	RJ Olmen Company
	Split System Refrigerant Piping Diagram	M-2	6/24/2013	RJ Olmen Company
	First Floor Electrical Plan	E1-1	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Second Floor Electrical Plan	E1-2	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Lower Level Electrical Plan	E1-LL	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Miscellaneous Details	E4	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Plumbing Plan	P-101	6/24/2013	DeFranco Plumbing/W-T Engineering
	Plumbing Plan	P-102	6/24/2013	DeFranco Plumbing/W-T Engineering

SCOPE AND PERFORMANCE CRITERIA

School	Title	Number	Revision Date	Author	
McCutcheon Elementary - MAIN	Title Sheet	G-100	7/1/2013	Brook Architecture	
	Drawing Index/General Notes & Symbols	G-200	7/1/2013	Brook Architecture	
	First Floor Plan	A-101	7/1/2013	Brook Architecture	
	Second Floor Plan	A-102	7/1/2013	Brook Architecture	
	Roof Plan	A-103	7/1/2013	Brook Architecture	
	Elevations	A-104	7/1/2013	Brook Architecture	
	Existing Condition Photos	A-105	7/1/2013	Brook Architecture	
	Enlarged Plans/Unisex Toilets	A-501	7/1/2013	Brook Architecture	
	Millwork Details	A-503	7/1/2013	Brook Architecture	
	Door Schedule/Partition Types/Sign Types	A-801	7/1/13	Brook Architecture	
	Finish Schedule	A-802	7/1/2013	Brook Architecture	
	McCutcheon Main Electrical Plan	E-100	6/17/2013	Candor Electric/Ron Simczak, P.E.	
	Plumbing Plan	P-101	6/24/2013	Caldwell Plumbing/W-T Engineering	
	Plumbing Plan	P-102	6/24/2013	Caldwell Plumbing/W-T Engineering	
	Environmental Scope of Work and Specifications	Pages 1-55	6/24/2013	TEM, Incorporated	
	McCutcheon Elementary - BRANCH	Title Sheet	G-100	7/1/2013	Brook Architecture
		General Index/Drawing Notes & Symbols	G-200	7/1/2013	Brook Architecture
Ground Floor Plan		A-101	7/1/2013	Brook Architecture	
Roof Plan		A-102	7/1/2013	Brook Architecture	
Existing Condition Photos		A-105	7/1/2013	Brook Architecture	
Exterior Elevations		A-201	7/1/2013	Brook Architecture	
Enlarged Plan/MultiPurpose Room		A-301	7/1/2013	Brook Architecture	
Enlarged Plan/Unisex Toilet Room		A-302	7/1/2013	Brook Architecture	
Enlarged Plan/Library		A-303	7/1/2013	Brook Architecture	
Roof Details		A-401	7/1/2013	Brook Architecture	
Door Schedule/Partition Types/Sign Types		A-801	7/1/2013	Brook Architecture	
Finish Schedule		A-802	7/1/2013	Brook Architecture	
Ground Floor Plan/Split Floor Refrigerant		M-1	6/24/2013	RJ Olmen Company	
Ground Floor and Hot Food Mobile Service Line Electrical Plan		E-100	6/17/2013	Candor Electric/Ron Simczak, P.E.	
Plumbing Plan		P-101	6/24/2013	Caldwell Plumbing/W-T Engineering	
Plumbing Plan		P-102	6/24/2013	Caldwell Plumbing/W-T Engineering	
Environmental Scope of Work and Specifications		Pages 1-55	6/24/2013	TEM, Incorporated	
McPherson Elementary	Title Sheet	G.100	6/27/2013	Legat Architects	
	Lower Level Plan	A.000	6/27/2013	Legat Architects	
	First Floor Plan	A.100	6/27/2013	Legat Architects	
	Second Floor Plan	A.200	6/27/2013	Legat Architects	
	Third Floor Plan	A.300	6/27/2013	Legat Architects	
	Enlarged Plan Door Schedule & Details	A.301	6/27/2013	Legat Architects	
	Masonry Restoration Plan	A.400	6/27/2013	Legat Architects	
	Masonry Restoration Photos	A.401	6/27/2013	Legat Architects	
	Roof Plan	A.500	6/27/2013	Legat Architects	
	Lower Level/Split Refrigerant	M-1	6/24/2013	RJ Olmen Company	
	First Floor Mechanical	M-2	6/24/2013	RJ Olmen Company	
	Second Floor Plan Mechanical	M-3	6/24/2013	RJ Olmen Company	
	Third Floor Mechanical	M-4	6/24/2013	RJ Olmen Company	
	Lower Level Electrical Plan	E1-LL	6/17/2013	Candor Electric/Ron Simczak, P.E.	
	First Floor Electrical	E1-1	6/17/2013	Candor Electric/Ron Simczak, P.E.	
	Second Floor Electrical	E1-2	6/17/2013	Candor Electric/Ron Simczak, P.E.	
	Third Floor Electrical	E1-3	6/17/2013	Candor Electric/Ron Simczak, P.E.	
	Miscellaneous Detail	E1-4	6/17/2013	Candor Electric/Ron Simczak, P.E.	
	Plumbing New and Existing Building Work	P000	6/24/2013	CF Bruckner & Son Plumbing	
	Plumbing Schedules, Note and Details	P1	6/24/2013	CF Bruckner & Son Plumbing	
Environmental Scope of Work and Specifications	Pages 1-85	6/24/2013	TEM, Incorporated		

SCOPE AND PERFORMANCE CRITERIA

July 22, 2013

School	Title	Number	Revision Date	Author
Stockton Elementary - MAIN	Title Sheet	Title Sheet	7/1/2013	Onyx Architectural Services
	Index of Drawings	A-00	7/1/2013	Onyx Architectural Services
	Key Notes	A-0.1	7/1/2013	Onyx Architectural Services
	First Floor Plan	A-1	7/1/2013	Onyx Architectural Services
	Second Floor Plan	A-2	7/1/2013	Onyx Architectural Services
	Third Floor Plan	A-3	7/1/2013	Onyx Architectural Services
	Enlarged Plans	A-4	7/1/2013	Onyx Architectural Services
	Enlarged Plans	A-4.1	7/1/2013	Onyx Architectural Services
	Enlarged Plans	A-4.2	7/1/2013	Onyx Architectural Services
	Ramp Details	A-4.3	7/1/2013	Onyx Architectural Services
	Enlarged Plans	A-5	7/1/2013	Onyx Architectural Services
	Enlarged Plans	A-5.2	7/1/2013	Onyx Architectural Services
	Door Schedule	A-6	7/1/2013	Onyx Architectural Services
	Interior Elevations Toilet Rooms	A-7	7/1/2013	Onyx Architectural Services
	Interior Elevations	A-7.1	7/1/2013	Onyx Architectural Services
	Interior Signage Details	A-8	7/1/2013	Onyx Architectural Services
	Typical New Penetration Framing in Roof and Floor of Clay Tile System	S-000	6/24/2013	Rubinos & Mesia Engineers
	Typical New Penetration Framing in Roof and Floor of Clay Tile System	S-001	6/24/2013	Rubinos & Mesia Engineers
	Typical New Penetration Framing in Roof and Floor of Clay Tile System	S-002	6/24/2013	Rubinos & Mesia Engineers
	Mechanical Key Plan	M-1	6/26/2013	RJ Olmen/Olabode M. Beckley, P.E.
	Mechanical Key Plan	M-2	6/26/2013	RJ Olmen/Olabode M. Beckley, P.E.
	Mechanical Key Plan	M-3	6/26/2013	RJ Olmen/Olabode M. Beckley, P.E.
	First Floor Electrical Plan	E-101	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Second Floor Electrical Plan	E-102	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Third Floor Electrical Plan	E-103	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Third Floor Electrical Plan	E-104	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Overall Basement Plumbing Plan	P-101	6/28/2013	DeFranco Plumbing/W-T Engineering
	Overall First Floor Plumbing Plan	P-102	6/28/2013	DeFranco Plumbing/W-T Engineering
	Overall Second Floor Plumbing Plan	P-103	6/28/2013	DeFranco Plumbing/W-T Engineering
	Overall Third Floor Plumbing Plan	P-104	6/28/2013	DeFranco Plumbing/W-T Engineering
	Plumbing Symbols	P-105	6/28/2013	DeFranco Plumbing/W-T Engineering
	Environmental Scope of Work and Specifications	Pages 1-64	6/24/2013	TEM Incorporated
Stockton Elementary - CPC	Title Sheet	Title	7/1/2013	Onyx Architectural Services
	Drawing Index	A-01	7/1/2013	Onyx Architectural Services
	Site Plan	C-1	7/1/2013	Onyx Architectural Services
	Site Details	C-2	7/1/2013	Onyx Architectural Services
	First Floor Demolition Plan	D-1	7/1/2013	Onyx Architectural Services
	First Floor Plan	A-1	7/1/2013	Onyx Architectural Services
	Enlarged Plans	A-2	7/1/2013	Onyx Architectural Services
	Interior Elevations	A-3	7/1/2013	Onyx Architectural Services
	Interior Elevations	A-4	7/1/2013	Onyx Architectural Services
	Interior Signage Details	A-5	7/1/2013	Onyx Architectural Services
	Typical New Penetration Framing in Roof and Floor of Clay Tile System	S-000	6/24/2013	Rubinos & Mesia Engineers
	Typical New Penetration Framing in Roof and Floor of Clay Tile System	S-001	6/24/2013	Rubinos & Mesia Engineers
	Third Floor Electrical Plan	E-100	6/17/2013	Candor Electric/Ron Simczak, P.E.
	Plumbing Plan	P-101	6/28/2013	DeFranco Plumbing/W-T Engineering
	Environmental Scope of Work and Specifications	Pages 1-44	6/24/2013	TEM Incorporated

SCOPE AND PERFORMANCE CRITERIA

July 22, 2013

School	Title	Number	Revision Date	Author
Taft High School	Title Sheet	G-001	6/24/2013	Legat Architects
	Symbols, Project General Notes, & Typical Mounting Heights	G-002	6/24/2013	Legat Architects
	Code Data	G-003	6/24/2013	Legat Architects
	Demolition Plans - RM 311/313	AD-101	6/24/2013	Legat Architects
	Second Floor Plan	A-201	6/24/2013	Legat Architects
	Partial Floor Plans and Elevations RMS 311/311A/313	A-400	6/24/2013	Legat Architects
	Elevations RMS 311/311A	A-401	6/12/2013	Legat Architects
	Partition Types, Door and Frame Schedule and Details	A-600	6/24/2013	Legat Architects
	Reflected Ceiling Plan RMS 311/313	AC-101	6/24/2013	Legat Architects
	Roof Plan and Details	AR-101	6/24/2013	Legat Architects
	General Notes	S-000	6/24/2013	Rubinos & Mesia Engineers
	Typical New Penetration Framing In Roof & Floor of Clay Tile System	S-001	6/24/2013	Rubinos & Mesia Engineers
	Mechanical	M.100	6/24/2013	RJ Olmen Company
	Electrical Demolition Plan RMs 311/313	E-100D	7/8/2013	Candor Electric/Ron Simczak, P.E.
	Electrical Plan RMs 311/313	E-100	7/8/2013	Candor Electric/Ron Simczak, P.E.
	Electrical Lighting Plan RMs 311/311A/313	E-101	7/8/2013	Candor Electric/Ron Simczak, P.E.
	Partial Plumbing Plan	P-101	6/24/2013	DeFranco Plumbing/W-T Engineering
	Plumbing Plan	P-102	6/24/2013	DeFranco Plumbing/W-T Engineering
	Environmental Scope of Work and Specifications	Pages 1-63	6/24/2013	TEM Incorporated

**EXHIBIT 3 –EXCEPTIONS/CLARIFICATIONS TO CONSTRUCTION DRAWINGS
AND SPECIFICATIONS**

Design-Builder acknowledges submission of Construction Drawings and Specifications as shown on Exhibit 2 and notes the following exceptions/clarifications, as attached:

	School	Description
1	All Schools	IHC will self-perform the general conditions with our own forces combined with Keyboard Enterprises.
2	All Schools	Material and performance specifications substantially meet the specifications and performance criteria of exhibit B and will be used as the basis for our projects. We don't believe reprocessing your specifications is necessary. Know areas of deviation include the Lift at Stockton Main.
3	All Schools	Painting is approached as outlined in the email from SMNGA dated 6/7/2013
4	All Schools	Computer tables and loose furnishings by Owner
5	All Schools	All Value Engineering Items listed and shown as accepted (attached) have been eliminated from the scope and GMP
6	All Schools	Design services include Architectural, Structural, Mechanical, Electrical, Plumbing, Environmental and Roof Consulting. Design fees include design, permitting, construction and close-out services.
7	All Schools	IHC and KED will self-perform certain elements of the work to attain efficiency and expediency. Work may include: furniture relocation, selective demolition, concrete, miscellaneous metals, carpentry, acoustical ceilings, drywall and minor patching, etc.
8	All Schools	We do not include commissioning of any systems
9	Brennemann	We have not included patching or repairing the two main roofs (roof areas A & C).
10	Brentano	We have included the new Fire Pump but have not included a new transfer switch and do not believe it is required based on current information.
11	Chappell	GMP based on AC Location comments by C. Hall dated 6/18/13 and previously submitted
12	McPherson	The 6/3/13 scope calls for a new suspended ceiling in one section of 3rd floor corridor. Based on visual inspections by the architect, the existing ceiling is in good shape and matches the rest of the building as it is. We have eliminated the new ceiling and lighting from the scope of the work.
13	McPherson	The metal cornice is called to be soldered and painted. Due to the existing condition of the metal, soldering is not feasible. Our proposal includes caulking and painting.
14	Schurz	Per direction from PBC on 6/28/13, we have re-designed the lab to move from room 313 to room 319.

EXHIBIT 4 – RESERVED

EXHIBIT 5 – DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM

Project Number: 01

Design – Builder: IHC

Contract Number: 1963

Cost of Construction.....	\$10,721,221.00
Cost of Design (Architect and Engineer) Fees.....	\$838,402.00
General Conditions	\$1,350,862.00
General Requirements	\$503,940.00
Design-Builder's Contingency	\$469,505.00
Design-Builder's Overhead and Fee	\$1,111,060.00
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GUARANTEED MAXIMUM PRICE	\$14,994,990.00

Project No. 1	Name	Brennemann 18060	Brentano 18605	Chappell 18100	McCutcheon and Branch 18380	McPherson 18390	Schurz 18880	Senn 18815	Stockton 18510	Taft 18825	Total	Revised GMP
Description	Subcontractor Name	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost
Furniture Relocation	KED	\$8,000	\$8,000	\$2,000	\$16,000	\$13,000	\$5,000	\$7,500	\$15,000	\$5,000	\$79,500	\$79,500
Demolition	KED & IHC	\$25,000	\$5,000	\$1,613	\$15,218	\$76,000	\$45,000	\$60,000	\$35,000	\$40,000	\$302,831	\$302,831
	Hyde Park	\$5,102							\$60,000		\$65,102	\$65,102
Column repair demo @ Branch	IHC				\$6,894						\$6,894	\$6,894
Sitework	Hard Rock	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,500	\$0	\$12,500	\$12,500
Concrete	IHC & T Squared		\$5,000	\$0	\$12,250	\$3,000	\$2,000	\$2,000	\$27,500	\$2,500	\$54,250	\$54,250
Column repair @ Branch	T Squared				\$2,789						\$2,789	\$2,789
Curb/foundation repair @ Branch	T Squared				\$2,415						\$2,415	\$2,415
Epoxy Crack Repair	Fibrwrap	\$59,750	\$0	\$0	\$32,500	\$0	\$0	\$0	\$0	\$0	\$92,250	\$92,250
Masonry	MBB	\$16,000	\$13,200	\$117,550	\$13,600	\$0	\$0	\$0	\$84,345	\$0	\$244,695	\$244,695
	Iwanski Pyzik					\$241,549					\$241,549	\$241,549
Masonry Patching		\$0	\$0	\$0	\$0	\$10,000	\$5,000	\$10,000	\$20,000	\$5,000	\$50,000	\$50,000
Steam Clean Walls		\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$15,000	\$15,000
Metals	SG Krauss & IHC	\$0	\$0	\$5,000	\$0	\$5,000	\$0	\$0	\$33,400	\$0	\$43,400	\$43,400
Column repair @ Branch	SG Krauss & Gilco				\$25,271						\$25,271	\$25,271
Wood, Plastics & Composites (Carpentry)	Denk & Roche	\$39,426	\$53,820	\$800	\$34,101	\$54,105	\$17,000	\$83,634	\$56,675	\$26,750	\$366,311	\$366,311
Roofing	MW Powell	\$51,660	\$122,600	\$162,250	\$136,750	\$214,150	\$5,000	\$5,000	\$0	\$2,500	\$699,910	\$699,910
Column Cover Shop Drawings Only	Boswell	\$0	\$0	\$0	\$1,725	\$0	\$0	\$0	\$0	\$0	\$1,725	\$1,725
Sealants		\$56,000	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$66,000	\$66,000
Doors/Frames/Hardware	KED/Stauber	\$9,870	\$1,785	\$0	\$8,715	\$5,618	\$7,875	\$12,731	\$85,943	\$5,276	\$137,813	\$137,813
Curtainwall/Windows/Glazing	Lakeshore Glass	\$19,740	\$500	\$0	\$44,400	\$2,000	\$0	\$0	\$0	\$2,000	\$68,640	\$68,640
Automatic Door Opener	Great Lakes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,995	\$0	\$4,995	\$4,995
Window Guards	Jensen	\$0	\$0	\$0	\$0	\$26,865	\$0	\$0	\$0	\$0	\$26,865	\$26,865
Finishes												
VCT & Resilient Flooring	DTI of Illinois	\$34,760	\$1,350	\$0	\$55,000	\$4,525	\$29,000	\$89,019	\$26,000	\$37,500	\$277,154	\$277,154
Ceilings	Just Rite Acoustics	\$11,766	\$792	\$640	\$33,368	\$38,235	\$19,875	\$43,264	\$0	\$18,475	\$166,415	\$166,415
Painting	Durango	\$38,500			\$53,000	\$201,000					\$292,500	\$292,500
Column repair @ Branch	Durango				\$4,508						\$4,508	\$4,508
	National			\$14,000					\$77,075		\$91,075	\$91,075
	Uptown		\$185,200				\$16,000	\$20,600		\$7,600	\$229,400	\$229,400
Drywall	Denk & Roche	\$25,000	\$0	\$0	\$0	\$0	\$8,500	\$15,120	\$20,000	\$8,500	\$77,120	\$77,120
Plaster	JP Phillips	\$5,000	\$22,000	\$0	\$0	\$0	\$50,000	\$30,000	\$0	\$7,500	\$114,500	\$114,500
Ceramic Tile	DTI of Illinois	\$26,550	\$0	\$0	\$17,400	\$0	\$6,150	\$6,150	\$139,500	\$4,100	\$199,850	\$199,850
Wood Flooring	Floors, Inc.	\$28,420	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,420	\$28,420
Floor Warning Strips	Caretti								\$8,000		\$8,000	\$8,000
Marker Boards & Skins	Claridge & Denk & Roche	\$11,117	\$19,200	\$0	\$9,579	\$16,163	\$18,700	\$38,688	\$8,025	\$30,600	\$150,072	\$150,072
Specialties												
Lockers		\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$1,500	\$1,500
Signage		\$1,000	\$1,000	\$0	\$2,500	\$1,000	\$1,500	\$2,500	\$5,000	\$1,500	\$16,000	\$16,000
Toilet Partitions and Accessories	Construction Specialties	\$0	\$0	\$0	\$800	\$1,850	\$0	\$0	\$39,798	\$0	\$42,448	\$42,448
Equipment (Kitchen)	Boelter	\$0	\$0	\$0	\$32,000	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000
Photo Lab Sink	California Stainless						\$11,030				\$11,030	\$11,030
Furnishings												
New Science Casework	Carroll Seating	\$0	\$0	\$0	\$0	\$0	\$185,057	\$442,914	\$0	\$281,036	\$909,006	\$909,006
New Casework	Living Laminates	\$4,345	\$0	\$0	\$3,870	\$375	\$0	\$0	\$3,247	\$0	\$11,837	\$11,837
Shades		\$0	\$0	\$12,000	\$0	\$3,650	\$13,100	\$0	\$5,650	\$34,400	\$34,400	\$34,400
Auditorium Seating	Carroll Seating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,673	\$0	\$9,673	\$9,673
Projection Screens & Appliances		\$0	\$0	\$0	\$0	\$0	\$6,100	\$11,200	\$0	\$8,100	\$25,400	\$25,400
Conveying Equipment												
Lifts	DME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,900	\$0	\$24,900	\$24,900
Fire Suppression	Profasts	\$0	\$58,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,600	\$58,600
Plumbing	Bruckner		\$247,000			\$86,600		\$243,600			\$577,200	\$577,200
	DeFranco			\$26,125					\$328,625	\$157,605	\$512,355	\$512,355
	Caldwell	\$61,704			\$59,700		\$201,153				\$322,557	\$322,557
HVAC	RJ Olmen	\$42,335	\$182,972	\$0	\$27,477	\$45,954	\$37,900	\$144,968	\$20,908	\$115,595	\$618,109	\$618,109
Electrical	Candor	\$136,983	\$258,743	\$212,277	\$235,447	\$327,498	\$127,662	\$375,893	\$260,104	\$165,730	\$2,090,337	\$2,090,337
Additional Overtime		\$10,000	\$10,000	\$5,000	\$20,000	\$10,000	\$20,000	\$25,000	\$10,000	\$20,000	\$130,000	\$130,000
Environmental (Abatement)	Hyde Park	\$27,181	\$0	\$2,880	\$49,572	\$0	\$0	\$0	\$140,124	\$0	\$219,757	\$219,757
	Technica	\$0	\$220,425	\$0	\$0	\$105,900	\$89,560	\$186,075	\$0	\$102,533	\$704,493	\$704,493
Additional Allowances												
MOD/COG @ McCutcheon		\$45,000			\$45,000						\$45,000	\$45,000
ECSE non-blended @ McCutcheon		\$45,000			\$45,000						\$45,000	\$45,000
Uni-sex Toilet @ McCutcheon		\$30,000			\$30,000						\$30,000	\$30,000
Sub Total - Cost of Construction		\$756,209	\$1,417,087	\$550,135	\$1,088,849	\$1,515,387	\$920,212	\$1,868,956	\$1,554,337	\$1,051,050	\$10,721,221	\$10,721,221
Lump Sum Design Fees	\$838,402	\$70,510	\$97,674	\$47,873	\$97,674	\$130,288	\$63,635	\$140,852	\$116,706	\$73,192	\$838,402	\$838,402
Lump Sum General Conditions	\$1,350,862	\$113,607	\$157,375	\$77,134	\$157,375	\$209,924	\$102,530	\$226,945	\$188,040	\$117,930	\$1,350,862	\$1,350,862
General Requirements, Bond & Insurance	\$503,940	\$42,381	\$58,709	\$28,775	\$58,709	\$78,312	\$38,249	\$84,662	\$70,148	\$43,994	\$503,940	\$503,940
(A) Total Cost of the Work		\$981,707	\$1,730,845	\$703,917	\$1,402,607	\$1,933,911	\$1,124,626	\$2,321,414	\$1,929,231	\$1,286,167	\$13,414,425	\$13,414,425
(B) Contract Contingency (3.5% of A)	\$469,505	\$34,360	\$60,580	\$24,637	\$49,091	\$67,687	\$39,362	\$81,249	\$67,523	\$45,016	\$469,505	\$469,505
DB's Lump Sum Overhead & Fee	\$1,111,060	\$93,440	\$129,438	\$63,442	\$129,438	\$172,659	\$84,329	\$186,658	\$154,660	\$96,996	\$1,111,060	\$1,111,060
CPS/Commission Contingency (3% of A)	\$0											
Total Final GMP Price Breakdown		\$1,109,507	\$1,920,863	\$791,996	\$1,581,137	\$2,174,267	\$1,248,317	\$2,589,322	\$2,151,414	\$1,428,178	\$14,994,990	\$14,994,990
Total GMP Price Per School		\$1,109,507	\$1,920,863	\$791,996	\$1,581,137	\$2,174,267	\$1,248,317	\$2,589,322	\$2,151,414	\$1,428,178	\$14,994,990	\$14,994,990

EXHIBIT 6 - RESERVED

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

1. COMPENSATION FOR DESIGN BUILD SERVICES

- a. DESIGN PHASE SERVICES. The Design Builder shall be paid a lump sum fee for Design Phase Services of \$838,402.00 in accordance with Article 7 of Book 1 and Exhibit 5.
- b. DESIGN BUILDER'S OVERHEAD AND FEE. The Design Builder shall be paid a lump sum amount of overhead and fee of \$1,111,060.00 in accordance with Article 7 of Book 1 and Exhibit 5.

2. DESIGN BUILDER'S COMPENSATION FOR CONSTRUCTION PHASE SERVICES

- a. Design Builder shall be paid a lump sum of \$1,350,862.00 as full compensation for General Conditions; and
- b. a sum that shall not exceed \$503,940.00 for General Requirements; and
- c. an amount not to exceed \$10,721,221.00 for Cost of Construction as provided in Section 8.2 of Book 1 and Exhibit 5 exclusive of additional costs of construction paid from the Design Builder's Contingency as defined in Article 3, paragraph 3.2.3 of Book 1 and valued in Exhibit 5
- d. GENERAL CONDITIONS ITEMS.
The Design Builder's General Conditions Items includes compensation for the following work and services:

- .1 Management, Supervisory and Technical Personnel, including, without limitation:
 - .1 Project Executive
 - .2 Senior Project Manager, Project Manager
 - .3 Assistant Project Manager, Project Engineers
 - .4 MEP Coordinator
 - .5 General Field Superintendent, Senior Field Superintendent
 - .6 Field Superintendent, Assistant Superintendent
 - .7 Timekeeper
 - .8 Secretary, Clerical
 - .9 Accountant
 - .10 Small Tools
- .2 General and administrative expenses for site office, including, without limitation:
 - .1 Project Office/Field Office
 - .2 Storage Trailers/Sheds
 - .3 Office Supplies Furniture & Equipment

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

(Copier, Fax, Computers, Printers, Plotters)

- .3 Communication Equipment
 - .1 Telephone service including local calls and site telephone service.
 - .2 Mobile Phone Service
 - .3 Computer charges, including internet service.
- .4 Miscellaneous
 - .1 Parking, mileage and cab fares.
 - .2 Data processing costs related to the work.

e. GENERAL REQUIREMENTS REIMBURSEMENT ITEMS

Design Builder shall provide a schedule of values for the General Requirements Reimbursement items (General Requirements Schedule of Values), which General Requirements Schedule of Values shall be the basis of payment to the Design Builder for any such costs incurred. Design Builder shall submit invoices and/or contracts (including timesheets for work performed by Design Builder's own forces, if applicable) for all General Requirements Reimbursement Items with each monthly Payment Application to support the cost incurred for the previous month. The Design Builder's General Requirements Reimbursement Items shall include the following:

- .1 Building Layout and Elevation Benchmarks
- .2 Street Cleaning/Snow Removal
- .3 Pest Control
- .4 Access Road Maintenance
- .5 Construction Barricade Graphics
- .6 Temporary Utilities
 - .1 Temporary Gas Lines
 - .2 Temporary Energy Costs (Stated as an Allowance)
 - .3 Temporary Utility Enclosures
 - .4 Temporary Heat
 - .5 Temporary Water for Drinking
- .6 Safety
 - .1 Carpenters for Safety Maintenance
 - .2 Temporary Stair Maintenance
 - .3 Handrails and Toe Board Maintenance
 - .4 Safety Equipment
 - .5 Overhead Protection/Canopies
 - .6 First Aid Supplies
- .7 Watchman Services

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .8 Fences and Gates
- .9 General Cleaning and Disposal
 - .1 General Construction Cleaning
 - .2 Dumpster Container service, removal and disposal
 - .3 Floor Trash Buggies
 - .4 Labor for General Cleanup
- .10 Miscellaneous
 - .1 Monthly Construction Progress Photos
 - .2 Postage/Overnight mail/Messenger Service
 - .3 Out of Town Travel Expenses
 - .4 Temporary Toilets
 - .5 Copier Charges
 - .6 Document CD's and Revisions
 - .7 Long Distance Communications
 - .9 Floor Protections
 - .10 Hoisting / Material Handling
 - .11 Dust Control
- .11 Pre-Conditions Site Survey
- .12 Settlement Survey
- .13 Vibration Monitoring
- .14 Indoor Air Quality Monitoring
- .15 Testing

3. OTHER COMPONENTS OF THE GMP

- a. Allowances. The Commission and the Design Builder acknowledge that certain portions of the work need not or will not be able to be established prior to establishing the GMP. The Design Builder has, as a part of the GMP, established a reasonable estimate of the cost based upon available information for such portions of the Work. Such estimates are set forth and included in the GMP as Cost of Construction.. The Design Builder shall obtain trade contractor prices for such Allowances, when appropriate. Design Builder shall be entitled to compensation if the actual cost for the portions of Work reflected in the Allowance line item exceeds the Allowance. The Cost of the Work and Project GMP shall also be decreased by the amount the actual cost for such portions of the Work are less than the Allowance. At such time as the Design Builder executes subcontracts for any of the scopes of work identified as Allowances, such Allowance line items shall be deemed converted from Allowances to Construction Costs and shall be treated accordingly.
- b. The sum of the General Conditions and Requirements, Construction Costs, Allowances (as defined hereinafter), Bonds and Insurance, Cost of Design, and the Design Builder Contingency (as defined hereinafter) shall be referred to as the Cost of the Work.

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

4. Commission Contingencies, Commission Allowance Items and Design Builder Allowances

- a. Design Builder Allowances. The Commission and the Design Builder acknowledge that the Design Builder may carry allowances related to certain Construction Costs or General Conditions and Requirements Costs for portions of the Work that are anticipated by both parties but have not been completely defined at the time of the GMP ("Design Builder Allowances"). Design Builder Allowances, if any, shall be included in the Cost of Construction. Usage of Design Builder Allowances shall be conditioned upon the Design Builder providing the Commission with contemporaneous written notice, which notice shall include a description and cost of the Work to be covered by the use of the Design Builder Allowance, the entities being paid, and the reasons for the use of the Design Builder Allowance. In the event the Commission determines that the application of a Design Builder Allowance was inconsistent with the terms of the Agreement or Exhibits, the Design Builder shall be responsible for returning such sums to the Design Builder Allowance line item.

5. DESIGN BUILDER'S CONTINGENCY

- a. The Design Builder's Contingency ("DB Contingency") shall be established at the time of the Project GMP as set forth in Exhibit 5 as mutually agreed to by the Commission and the Design Builder. The DB Contingency may be used to pay Construction Cost overages not the subject of a Change Order. Permissible uses of the DB Contingency also include, without limitation, funding shortfalls between line items in the GMP and the Schedule of Values.
- b. Except as specifically set forth in the Agreement, the DB Contingency shall not be used to fund Work that the parties agree is the proper subject of a Change Order. Payment of funds out of the DB Contingency is conditioned upon the Design Builder diligently attempting to obtain performance from subcontractors without first using the DB Contingency. If Design Builder accesses the DB Contingency in connection with an event for which insurance proceeds may be available, the Design Builder shall take all reasonable measures to recover under the insurance coverage and shall reimburse the DB Contingency to the full amount of such recovery up to the amount of the DB Contingency allocation at issue.
- c. The Design Builder shall not be entitled to any additional overhead, profit or other markup on any DB Contingency expenditure as the parties acknowledge that the Design Builder's Fee covers such overhead, profit or other mark-up. The DB Contingency shall be used in accordance with the

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

Agreement and Exhibits. When accessing the DB Contingency, the Design Builder shall provide the Commission with contemporaneous written notice, which notice shall include a description and amount of the Cost of the Work to be covered by the DB Contingency, the entities being paid, and the reasons for the use of the DB Contingency. In the event that the Commission determines that the application of the DB Contingency was inconsistent with the terms of the Agreement or this Exhibit, the Design Builder shall be responsible for returning such sums to the DB Contingency.

6. ITEMS NOT INCLUDED IN THE COST OF THE WORK

The following items are not included and shall not be included in the Cost of the Work if they cause the Project GMP to be exceeded.

- a. Salaries and other compensation of the Design Builder's personnel stationed at the Design Builder's principal office or offices other than the Project Site.
- b. Expenses of the Design Builder's principal office and offices, other than the site office.
- c. Overhead and general expenses except as may be set forth in the Agreement or this Exhibit.
- d. The capital expenses of the Design Builder and the subcontractors including interest on capital employed in furtherance of the Work
- e. Costs due to the default or negligence of the Design Builder or anyone directly or indirectly employed by the Design Builder, including without limitation, costs for the correction of damaged, defective or non-confirming Work, except as allowed by the Design Builder's Contingency, disposal and replacement of materials and equipment incorrectly ordered or supplied and repairing damage to property not forming a part of the Work.
- f. Overtime wages or salaries (and fringe benefits related thereto) incurred by the Design Builder as a result of the Design Builder's failure to perform the work in a timely manner in accordance with the Construction Schedule except as allowed by the Design Builder's Contingency;
- g. Costs that would cause the Project GMP to be exceeded.

7. ADMINISTRATION OF ALLOWANCES AND CONTINGENCIES

- a. Design Builder Allowances. Any Overage on a Design Builder Allowance Item shall be allocated from the Commission Contingency or funded by a Change Order to the Project GMP from other Commission Funds at the Commission's sole discretion. Any such allocation shall be performed pursuant to the Commission's Change Order Process defined in Article 17 of Book 2. In the event that any Design Builder Allowances or partial amounts thereof remain unused at the completion of the Work, the Design Builder shall allocate any such unused amounts to the Commission

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

Contingency. Any such re-allocation shall be made on the Payment Application following the completion of the Work for which the Design Builder Allowance was established.

- b. Design Builder Contingency. In the event that any Design Builder Contingency remains unused at the completion of the Work, the Commission shall issue a deductive Amendment to reduce the GMP so any unused portion of the Design Builder Contingency remains with the Commission

EXHIBIT 8 - RESERVED

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

1. The Design-Builder shall furnish proof of its ability to provide the bonds and insurance required by the Contract to the satisfaction of the Commission prior to the commencement of any construction activities on site. With respect to the payment and performance bonds, a letter from the Design-Builder's surety affirming the surety's willingness to provide the Design-Builder's bonds is sufficient. With respect to the insurance, either a letter from the Design-Builder's insurer, or a certificate showing that the Design-Builder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Design-Builder must provide and maintain at Design-Builder's expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Design-Builder returns to perform additional work regarding warranties or for any other purpose.
3. The insurance requirements to be adhered to by the Design-Builder are included in this Exhibit 9.
4. Upon approval by the Commission to commence construction activities, which approval shall be designated by a Notice to Proceed with Construction Activities from the Commission to the Design-Builder, and no less than ten (10) days before the commencement of any construction activities on the site, the Design-Builder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, or such other guarantee as agreed to by the Commission, and evidence of the required insurance coverage.
5. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Construction GMP, and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Design-Builder may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
6. The failure of the Design-Builder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible Design-Builder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Design-Builder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Design-Builder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the Design-Builder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the Design-Builder to an extension of time required to complete the Work.

Project J



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	CONTACT NAME: Carmen Tirado PHONE (A/C.N. o. Ext): (847) 463-7808 FAX (A/C.N. o.): (847) 440-9124 E-MAIL ADDRESS: ctirado@assuranceagency.com <hr/> INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Assurance Company NAIC # 19489 INSURER B: Chubb Indemnity Insurance Comp INSURER C: Hanover Insurance Co. 10714 INSURER D: Starr Indemnity and Liability 10120 INSURER E: INSURER F:
INSURED IHC Construction Companies, LLC 1500 Executive Drive Elgin IL 60123	IHCONS-01

COVERAGES **CERTIFICATE NUMBER: 311241344** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			1000025128	10/1/2012	10/1/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SISIPCA08243712	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			SISCCCL01922912	10/1/2012	10/1/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$v \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			004472416800	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C/A	Install Floater/Builders Risk Poi Lia & Prof E&O			RHC844444006 03078593	10/1/2012 10/1/2012	10/1/2013 10/1/2013	Limit \$25,000,000 Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: IHC #13236 CPS School Investment Program Project #1 - Design/Build Construction for 9 CPS Schools.

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Automobile Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project: Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, officers or representatives. See Attached...

ok copy 7/11/12

CERTIFICATE HOLDER **CANCELLATION**

Public Building Commission of Chicago 50 W. Washington Room 200 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Daniel A. Geron</i>
--	---

COI IHC SMC - SIPRS 1963 - 20130624

18000-00-03-09-02



ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd.		NAMED INSURED IHC Construction Companies, LLC 1500 Executive Drive Elgin IL 60123	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 _____ FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law. Umbrella follows form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization: Blanket as required by Contract or Agreement and executed prior to loss.</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 1000025128

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket as required by Contract or Agreement and executed prior to loss
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page.

Part Six (Conditions), Condition A. Inspection, Condition D. Cancellation and Condition E. Sole Representative of the policy are replaced by these four Conditions.

Inspection

We have the right, but are not obliged, to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. The National Council on Compensation Insurance has the same rights we have under this provision.

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured and to the broker or the agent of record advance written notice stating when the cancellation is to take effect.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
 - a. At least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
 - b. At least 60 days before the cancellation is to take effect if the policy has been in force for more than 60 days.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
 - a. Nonpayment of premium.
 - b. The policy was issued because of a material misrepresentation.
 - c. You violated any of the material terms and conditions of the policy.
 - d. There are unfavorable underwriting factors, specific to you, that were not present when the policy took effect.
 - e. The Director has determined that we no longer have adequate reinsurance to meet our needs.
 - f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
5. Our notice of cancellation will state our reasons for canceling.
6. The policy period will end on the day and hour stated in the cancellation notice.

Nonrenewal

1. We may elect not to renew the policy. If we fail to give 60 days notice, the policy will automatically be extended for one year. Mailing that notice to you at your last known mailing address will be sufficient to prove notice. An exact and unaltered copy of such notice shall also be sent to the insured's broker, if known, or the agent of record at the last mailing address known by the company.
2. Our notice of nonrenewal will state our reasons for not renewing.
3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
 - a. You notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
 - b. You fail to pay all premiums when due; or
 - c. You obtain other insurance as a replacement of the policy.

Starr Indemnity & Liability Co

Effective Date: October 01, 2012

Named Insured: IHC Construction Companies LLC

Excess Liability

Policy Number: SISCCCL01922912

2. Any Additional Underlying Insurance Policy(ies) scheduled in **ITEM 5.B.** of the Declarations; and
3. Any renewal or replacement of such Policy(ies).

SECTION IV. CONDITIONS

A. Appeals

If the Insured or underlying insurer elects not to appeal a judgment or award in excess of the limits of the "Underlying Insurance," we may do so at our expense. We will not be liable for any judgment or award that exceeds the Limits of Insurance stated in **ITEM 4.** of the Declarations.

B. Bankruptcy or Insolvency

Your or an Insured's bankruptcy, insolvency or inability to pay will not relieve us from our obligations under this Policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer or insurer providing other insurance, the insurance afforded by this Policy will not drop down or replace such "Underlying Insurance" or other insurance, but will apply as if all limits of any "Underlying Insurance" or other insurance are fully available and collectible.

C. Cancellation

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in **ITEM 1.** of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour stated in the cancellation notice.
4. If we cancel, earned premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, earned premium will be more than a pro rata of the Advanced Premium as shown on **ITEM 6.** of the Declarations; it will be based on the time this Policy was in force and increased by the applicable short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.
7. The first Named Insured in **ITEM 1.** of the Declarations shall act on behalf of all other Insured(s) with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

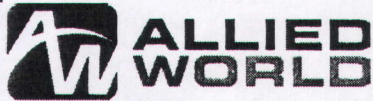
"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.
3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

CL 0100 03 99

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1998



recovery. However, it is agreed that we waive our rights of subrogation under this policy against clients of the **named insured** to the extent the client's written contract with the **named insured** requires such a waiver of subrogation, but only:

- a. To the extent required by such contract; and
- b. When such contract has been executed prior to any event, work or professional services that would give rise to coverage under this policy.

3. **Changes**

Notices to any agent or knowledge possessed by any agent will not effect a waiver or a change in any part of this policy or prevent us from asserting any rights under the terms of this policy, nor will the terms of this policy be waived or changed, unless endorsed hereon by us.

4. **Assignment**

It is agreed that the insurance provided herein cannot be transferred or assigned to another party without the express written consent of us. Assignment of interest under this policy shall not bind us until our consent, which shall not be unreasonably withheld, is endorsed thereon.

5. **Cancellation**

a. This policy may only be cancelled by us for any of the following reasons:

- (1) Non-payment of any premium or Retention amount; or
- (2) A material misrepresentation or concealment of facts which affects the Company's assessment of the risks insured by this policy; or
- (3) A material breach of or failure to comply with any provision of, or obligation under this policy.

If this policy is cancelled by us, notice of cancellation will be sent in writing to the **named insured**, at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days or ten (10) days for non-payment of premium prior to the date such cancellation is to take effect.

The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and Extended Reporting Period. Both the **policy period** and the Automatic Extended Reporting Period and Extended Reporting Period will end on that date. If we cancel for the reason specified in subparagraph (1) there will be no return premium. If we cancel for reasons stated in subparagraphs (2) or (3), the earned premium will be computed pro-rata of the policy term premium. Payment of any return premium will not be a condition of cancellation.

- b. This policy may be cancelled by the **named insured** for any reason. In the event that the **named insured** cancels the policy, the earned premium will be computed short-rate of the policy term premium.
- c. In the event the policy has a minimum earned premium, the premium returnable after the minimum earned is retained by us will be computed utilizing the customary short rate or pro-rate tables, whichever is applicable. If the minimum earned is one hundred percent (100%), you are not entitled to any return premium regardless of the reason for cancellation. In the event of a loss under this policy, the premium will be deemed one hundred percent (100%) earned and you are not entitled to any return premium.
- d. In the event of cancellation by us by reason of sub-section a.(3) above, you will have sixty (60) days from the date of notice of cancellation to remedy each breach and each failure that is a ground for cancellation, but only as to each and every breach and failure that are capable of being remedied. If your remedial efforts are completed within such sixty (60) day period and are satisfactory to us, the Company will rescind such Notice of Cancellation with a written confirmation to the **named insured**.

IHC Construction CO LLC

TRANSMITTAL

No. 00001

1500 Executive Dr.
Elgin, IL 60123

Phone: 847-841-7722
Fax: 847-841-7881

PROJECT: 18000 PBC SIP Contract Master

DATE: 6/25/2013

TO: Public Building Commission Chicago
Richard J Daley Center Room 200
50 West Washington St.
Chicago, IL 60602

REF: Certificate of Insurance

ATTN: Eileen Ryan

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/24/2013			Certificate of Insurance	~~~~~

Remarks: The attached Certificate of Insurance is submitted in accordance with the Contract Documents.
If you have any questions or concerns, please contact me directly.

Regards,

Naomi Murdoch
Contract Administrator
IHC Construction Cos LLC

Contracting@IHCCConstruction.com
847-841-7722

CC:

Signed: _____
Naomi G. Murdoch

Perfect

Ryan, Eileen

From: nmurdoch@ihcconstruction.com
Sent: Tuesday, June 25, 2013 10:34 AM
To: Ryan, Eileen; tbickert@ihcconstruction.com; JMC DONOUGH@IHCCONSTRUCTION.COM; nmurdoch@ihcconstruction.com
Subject: IHC 13236_PBC PS1963_INSURANCE CERTIFICATE / LOT: Transmittal - FIXED
Attachments: INS_13236_IHC - COI - Public Building Revision.pdf; exp_978388957.pdf

The attached Certificate of Insurance is submitted in accordance with the Contract Documents.

If you have any questions or concerns, please contact me directly.

Regards,

Naomi Murdoch
Contract Administrator
IHC Construction Cos LLC

Contracting@IHCConstruction.com
847-841-7722

You can view this document in Contract Management by clicking the following link (you will need a Contract Management User Name and Password):
<http://IHC14:80/exponline/documentrequestforward.do?redirect.rd=true&masterkey=43510ccc6c7d4c649397612335&basesystemtype=LOT&projectname=13236A&groupname=BLDG>

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

Performance and Payment Bond
Bond No. SPECIMEN

Contract No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____ *

with offices in the _____ State of _____
as _____ Corporate _____ Principal, and _____

_____ a corporation organized and existing under the laws of the State of _____, with
offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building
Commission of Chicago, hereinafter called "Commission", in the penal sum of
_____ Dollars (\$ _____)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract,
hereto attached, with the Commission, dated _____, 20____, for the
furnishing, fabrication, delivery and installation of the in the referenced project area and other
miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said Contract during the original term of said
Contract and any extension thereof that may be granted by the Commission, with or without
notice to the Surety, and during the life of any guarantee required under the Contract, and shall
also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and
agreements of any and all authorized modifications of said Contract that may be made; and also
if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials,
facilities, or services in the prosecution of the work provided for in the Contract, and any and all
duly authorized modifications of said Contract that may be made, notice of which modifications
being hereby waived; and also, if the Principal shall fully secure and protect the said
Commission, its legal successor and representative, from all liability in the premises and from all
loss or expense of any kind, including all costs of court and attorney's fees, made necessary or
arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the
obligations assumed by said Principal or any sub tier subcontractors in connection with the

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all sub tier subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such Subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of

_____ dollars (\$ _____),

shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

BY
(Seal)

Name Individual Principal

(Seal)

Business Address Individual Principal

City State Partner -

CORPORATE SEAL

ATTEST:

Corporate Principal

BY BY

Secretary President

Title Title

Business Address

Corporate Surety

BY

Title

Business Address CORPORATE SEAL

The rate of premium of this Bond is \$ _____ per thousand.**

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

Total amount of premium charged is \$ _____

**

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission.

** Must be filled in by the Corporate Surety.

Bond Approval

BY

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the

Secretary of the _____

corporation named as Principal in the within bond, that

_____ who signed on behalf of the
Principal was then President of said corporation; that I know this
person's signature, and the signature hereto is genuine; and that said Bond was
duly signed, sealed, and attested for and in behalf of said corporation by
authority of its governing body.

Dated this _____ day of _____ 20____.

CORPORATE SEAL

The Design-Builder must provide and maintain at Design-Builder's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. Unless otherwise noted below, the insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Design-Builder or its subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a Waiver of Subrogation.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Design-Builder and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as may be required by the PBC as Additional Insured using ISO CG2010 0443 and CG2037 0443. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a Waiver of Subrogation as required below.

Design-Builder and subcontractors working within fifty (50) feet of the rail right-of-way are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors must provide copies of this endorsement with the certificate of insurance required below. Contractors must ensure that subcontractors maintain this endorsement on their policies.

Subcontractors performing work for Design-Builder must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

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 Design-Builder must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and others as may be required by the PBC are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Design-Builder must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The Design-Builder pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Design-Builder and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as may be required by the PBC, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for on-going and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Design-Builder must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5) Professional Liability

When Design-Builder performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than ~~\$5,000,000~~ \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

In the event that the Design-Builder hires an Architect/Engineer, the Architect/Engineer must maintain limits of not less than ~~\$5,000,000~~ \$1,000,000 per occurrence with the same terms herein. Subcontractors performing professional work for Design-Builder or an Architect/Engineer must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) Builders Risk

Design-Builder must provide All Risk Builders Risk Insurance or Installation Floater on a replacement cost basis including but not limited to all labor, materials, supplies, equipment,

machinery and fixtures that are or will be permanent part of the facility. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insured on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and may only be cancelled with the written permission of the PBC Risk Management Department, even if the Project has been put to its intended use.

The Design-Builder is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Design-Builder.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Design Builder or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than \$2,000,000 per occurrence and \$6,000,000 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. If no Railroad Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below.

B. ADDITIONAL REQUIREMENTS

Design-Builder must furnish the PBC's Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. The Design-Builder must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Design-Builder is not a waiver by the Commission of any requirements for the Design-Builder to obtain and maintain the specified insurance. The Design-Builder will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Design-Builder of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the

Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The PBC reserves the right to obtain copies of insurance policies and records.

Any deductibles or self-insured retentions on referenced insurance must be borne by Design-Builder. All self insurance, retentions and/or deductibles must conform to these requirements.

The Design-Builder waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

The insurance coverage and limits furnished by Design-Builder in no way limit the Design-Builder's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will not contribute with insurance provided by the Design-Builder under the Contract.

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

If Design-Builder 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 Design-Builder must require all subcontractors to provide the insurance required herein, or Design-Builder may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Design-Builder unless otherwise specified in this Contract.

If Design-Builder or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Design-Builder must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 ~~04-13~~ and the CG2037 ~~04-13~~ or equivalents

The PBC's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

Project

DATE (MM/DD/YYYY)
6/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	CONTACT NAME: Carmen Tirado PHONE (A/C.N o. Ext): (847) 463-7808 E-MAIL ADDRESS: ctirado@assuranceagency.com	FAX (A/C.N o.): (847) 440-9124
	INSURER(S) AFFORDING COVERAGE	
INSURED IHCCONS-01 IHC Construction Companies, LLC 1500 Executive Drive Elgin IL 60123	INSURER A: Allied World Assurance Company NAIC # 19489	
	INSURER B: Chubb Indemnity Insurance Comp	
	INSURER C: Hanover Insurance Co. 10714	
	INSURER D: Starr Indemnity and Liability 10120	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 311241344 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		1000025128	10/1/2012	10/1/2013	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
							\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SISIPCA08243712	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		SISCCLO1922912	10/1/2012	10/1/2013	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$v
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		004472416800	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Install Floater/Builders Risk PolL Lia & Prof E&O		RHC844444006 03078593	10/1/2012 10/1/2012	10/1/2013 10/1/2013	Limit	\$25,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: IHC #13236 CPS School Investment Program Project #1 - Design/Build Construction for 9 CPS Schools.

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Automobile Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project: Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, officers or representatives.
See Attached...

ok case 7/11/13

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission of Chicago 50 W. Washington Room 200 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Daniel S. Geron</i>
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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

*COJ IHC Sinc - 5/15/13 - 20130624
18000-00-03-09-02*



ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd.		NAMED INSURED IHC Construction Companies, LLC 1500 Executive Drive Elgin IL 60123	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law. Umbrella follows form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket as required by Contract or Agreement and executed prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 1000025128

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket as required by Contract or Agreement and executed prior to loss
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page.

Part Six (Conditions), Condition A. Inspection, Condition D. Cancellation and Condition E. Sole Representative of the policy are replaced by these four Conditions.

Inspection

We have the right, but are not obliged, to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. The National Council on Compensation Insurance has the same rights we have under this provision.

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured and to the broker or the agent of record advance written notice stating when the cancellation is to take effect.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
 - a. At least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
 - b. At least 60 days before the cancellation is to take effect if the policy has been in force for more than 60 days.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
 - a. Nonpayment of premium.
 - b. The policy was issued because of a material misrepresentation.
 - c. You violated any of the material terms and conditions of the policy.
 - d. There are unfavorable underwriting factors, specific to you, that were not present when the policy took effect.
 - e. The Director has determined that we no longer have adequate reinsurance to meet our needs.
 - f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
5. Our notice of cancellation will state our reasons for canceling.
6. The policy period will end on the day and hour stated in the cancellation notice.

Nonrenewal

1. We may elect not to renew the policy. If we fail to give 60 days notice, the policy will automatically be extended for one year. Mailing that notice to you at your last known mailing address will be sufficient to prove notice. An exact and unaltered copy of such notice shall also be sent to the insured's broker, if known, or the agent of record at the last mailing address known by the company.
2. Our notice of nonrenewal will state our reasons for not renewing.
3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
 - a. You notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
 - b. You fail to pay all premiums when due; or
 - c. You obtain other insurance as a replacement of the policy.

Starr Indemnity & Liability Co

Effective Date: October 01, 2012

Named Insured: IHC Construction Companies LLC

Policy Number: SISCCCL01922912

Excess Liability

2. Any Additional Underlying Insurance Policy(ies) scheduled in ITEM 5.B. of the Declarations;
and
3. Any renewal or replacement of such Policy(ies).

SECTION IV. CONDITIONS

A. Appeals

If the Insured or underlying insurer elects not to appeal a judgment or award in excess of the limits of the "Underlying Insurance," we may do so at our expense. We will not be liable for any judgment or award that exceeds the Limits of Insurance stated in ITEM 4. of the Declarations.

B. Bankruptcy or Insolvency

Your or an Insured's bankruptcy, insolvency or inability to pay will not relieve us from our obligations under this Policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer or insurer providing other insurance, the insurance afforded by this Policy will not drop down or replace such "Underlying Insurance" or other insurance, but will apply as if all limits of any "Underlying Insurance" or other insurance are fully available and collectible.

C. Cancellation

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in ITEM 1. of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour stated in the cancellation notice.
4. If we cancel, earned premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, earned premium will be more than a pro rata of the Advanced Premium as shown on ITEM 6. of the Declarations; it will be based on the time this Policy was in force and increased by the applicable short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.
7. The first Named Insured in ITEM 1. of the Declarations shall act on behalf of all other Insured(s) with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

CL 0100 03 99

Copyright, American Association of Insurance Services,
1998



recovery. However, it is agreed that we waive our rights of subrogation under this policy against clients of the **named insured** to the extent the client's written contract with the **named insured** requires such a waiver of subrogation, but only:

- a. To the extent required by such contract; and
- b. When such contract has been executed prior to any event, work or professional services that would give rise to coverage under this policy.

3. **Changes**

Notices to any agent or knowledge possessed by any agent will not effect a waiver or a change in any part of this policy or prevent us from asserting any rights under the terms of this policy, nor will the terms of this policy be waived or changed, unless endorsed hereon by us.

4. **Assignment**

It is agreed that the insurance provided herein cannot be transferred or assigned to another party without the express written consent of us. Assignment of interest under this policy shall not bind us until our consent, which shall not be unreasonably withheld, is endorsed thereon.

5. **Cancellation**

a. This policy may only be cancelled by us for any of the following reasons:

- (1) Non-payment of any premium or Retention amount; or
- (2) A material misrepresentation or concealment of facts which affects the Company's assessment of the risks insured by this policy; or
- (3) A material breach of or failure to comply with any provision of, or obligation under this policy.

If this policy is cancelled by us, notice of cancellation will be sent in writing to the **named insured**, at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days or ten (10) days for non-payment of premium prior to the date such cancellation is to take effect.

The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and Extended Reporting Period. Both the **policy period** and the Automatic Extended Reporting Period and Extended Reporting Period will end on that date. If we cancel for the reason specified in subparagraph (1) there will be no return premium. If we cancel for reasons stated in subparagraphs (2) or (3), the earned premium will be computed pro-rata of the policy term premium. Payment of any return premium will not be a condition of cancellation.

- b. This policy may be cancelled by the **named insured** for any reason. In the event that the **named insured** cancels the policy, the earned premium will be computed short-rate of the policy term premium.
- c. In the event the policy has a minimum earned premium, the premium returnable after the minimum earned is retained by us will be computed utilizing the customary short rate or pro-rate tables, whichever is applicable. If the minimum earned is one hundred percent (100%), you are not entitled to any return premium regardless of the reason for cancellation. In the event of a loss under this policy, the premium will be deemed one hundred percent (100%) earned and you are not entitled to any return premium.
- d. In the event of cancellation by us by reason of sub-section a.(3) above, you will have sixty (60) days from the date of notice of cancellation to remedy each breach and each failure that is a ground for cancellation, but only as to each and every breach and failure that are capable of being remedied. If your remedial efforts are completed within such sixty (60) day period and are satisfactory to us, the Company will rescind such Notice of Cancellation with a written confirmation to the **named insured**.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1963

PERFORMANCE AND PAYMENT BOND

Contract No. PS1963

Bond No. 929572878

KNOW ALL MEN BY THESE PRESENTS, that we, IHC Construction Companies, LLC,
 a Limited Liability Company organized and existing under the laws of the State of Illinois, with offices in
 the City of Elgin, State of Illinois, as Limited Liability Company Principal, and
Continental Casualty Company
 333 S. Wabash, 41st Floor
 Chicago, IL 60604

a corporation organized and existing under the laws of the State of Illinois, with offices in the State of
* Illinois *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
 hereinafter called "Commission", in the penal sum of
 Fourteen Million Nine Hundred Ninety Four
Thousand Nine Hundred Ninety Dollars and No Cents (\$ 14,994,990.00) for the
 payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,
 and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto
 attached, with the Commission, dated June 21, 2013, for the fabrication, delivery, performance and
 installation of School Renovation, CPS School Investment Program Project #1
 18060 Brenneman, 18605 Brentano, 18100 Chappell, 18380 McCutcheon & Branch, 18390 McPherson,
 18880 Schurz, 18815 Senn HS, 18510 Stockton, 18825 Taft HS

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
 covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and
 any extension thereof that may be granted by the Commission, with or without notice to the Surety, and
 during the life of any guarantee required under the Contract, and shall also well and truly perform and
 fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized
 modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons,
 firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work
 provided for in the Contract, and any and all duly authorized modifications of said Contract that may be
 made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and
 protect the said Commission, its legal successor and representative, from all liability in the premises and
 from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or
 arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1963

assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of Fourteen Million Nine Hundred Ninety Four Thousand Nine Hundred Ninety Dollars and No Cents (\$ 14,994,990.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1963

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 20th day of August, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal (Seal)

City State

LIMITED LIABILITY COMPANY

ATTEST:

BY [Signature]
Alan L. Orosz, Secretary

IHC Construction Companies LLC
Limited Liability Company Principal

BY [Signature]
David J. Rock, President

Title
1500 Executive Drive
Elgin, IL 60123

Title
Continental Casualty Company

BY [Signature]
Witness
333 S. Wabash, 41st Floor, Chicago, IL 60604
Business Address & Telephone

Corporate Surety
[Signature]
Title Carol A. Dougherty, Attorney in Fact
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Continental Casualty Company

Business Address: 333 S. Wabash, 41st Floor, Chicago, IL 60604

Telephone: 800-262-4554 Fax: 630-719-3304

The rate of premium of this Bond is \$ \$100,000 \$9.00 Per \$1,000, Next \$2,400,000 \$6.30 per \$1,000
Next 2,500,000 \$5.40 Per \$1,000, Next \$9,994,990 \$4.70 per \$1,000
Design Build is an additional 20% _____ per thousand. **
Total amount of premium charged is \$ 91,795.74 **

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1963

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY



Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Alan L. Orosz, ~~XXXXXX~~ Limited Liability Company certify that I am the _____ Secretary of IHC Construction Companies, LLC, ~~XXXXXX~~ named as Principal in the foregoing performance and payment bond, that David J. Rock who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 20th day of August 2013.

CORPORATE SEAL

By



IHC CONSTRUCTION COMPANIES, LLC

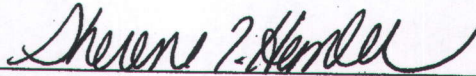
ALAN L. OROSZ, SECRETARY

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

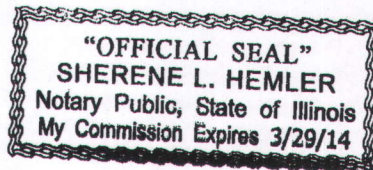
SS:

On this **20th day of August, 2013**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of Continental Casualty Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: 03/29/14



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Carol A Dougherty, J S Pohl, R B Schutz, James L Sulkowski, Robert E Kappus, Sherene L Hemler, Sarah E Green, Individually

of Palatine, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of July, 2013.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Brufat
Paul T. Brufat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of July, 2013, before me personally came Paul T. Brufat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 20th day of August, 2013.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

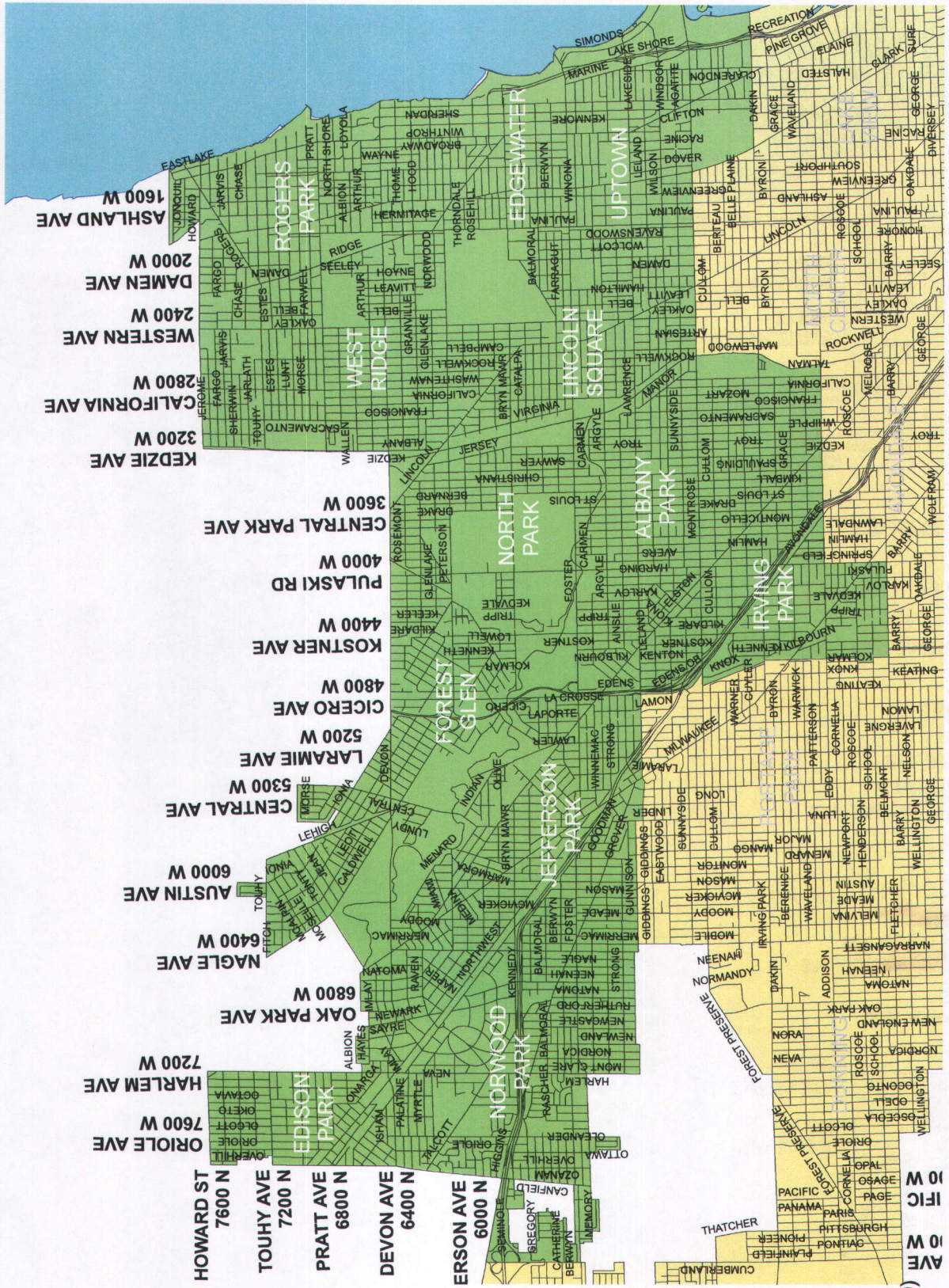
D. Bult
D. Bult Assistant Secretary

EXHIBIT 10 - COMMUNITY AREA MAPS

Maps for Community Zone Areas A, B, and C as delineated in the maps attached hereto.



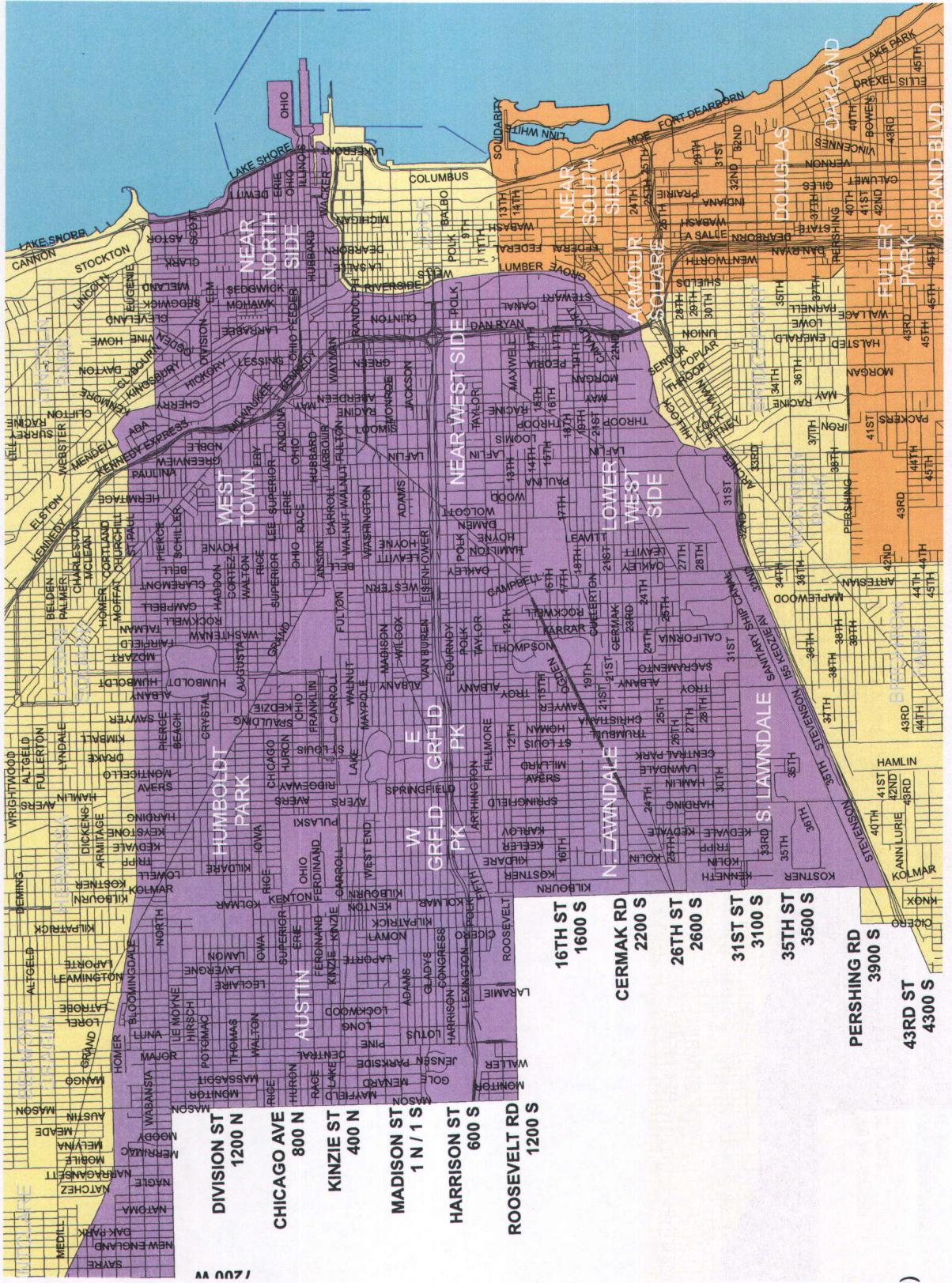
CPS School Investment Program Community Hiring Zone A



- Zone A
- Zone B
- Zone C
- Welcoming (54)
- Co-Locating (10)
- Turnaround (6)
- Reinvestment (18)
- IB HS Renovations (10)

Projects as of 5/30/2013

CPS School Investment Program Community Hiring Zone B



- Zone A
- Zone B
- Zone C

- Welcoming (54)
- Co-Locating (10)
- Turnaround (6)
- Reinvestment (18)
- IB HS Renovations (10)

Projects as of 5/30/2013

EXHIBIT 11 – SCHEDULE C (LETTERS OF INTENT)

ATTACHED HERETO

EXHIBIT 12 – SCHEDULE D (MBE/WBE UTILIZATION PLAN)

ATTACHED HERETO

**SCHEDULE D – MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN
PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: IHC Construction Companies, LLC **PROJECT NO.:** 01
STATE LINE [5] (COST OF THE WORK) FROM YOUR REVISED GMP PROPOSAL: \$ 0.00

The undersigned duly authorized representative of the above named Design-Builder has: personally reviewed this Schedule D-Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Brook Architecture	Architect	\$ 0.00	\$ 149,999.00
DTI of Illinois	Flooring	\$ 460,000.00	\$ 0.00
Durango Painting, Inc.	Painting	\$ 288,500.00	\$ 0.00
Express Electric	Electrical Supply	\$ 360,000.00	\$ 0.00
Evergreen Electric	Electrical Supply	\$ 0.00	\$ 65,000.00
Keyboard Enterprises	Demo, Carpentry, Door Frame Hdw	\$ 585,563.00	\$ 0.00
M.W. Powell	Roofing	\$ 685,810.00	\$ 0.00
Onyx Architectural Services	Architect	\$ 85,028.00	\$ 0.00
TOTALS:		\$ 2,464,901.00	\$ 214,999.00
COMMITMENT PERCENTAGE AS COST OF THE WORK:		0.00%	0.00%

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

Thomas S. Rakow

 Print Name of Authorized Representative


 Signature
Naomi Murdoch

 Designated Design-Builder MBE/WBE Contact Name

Chairman

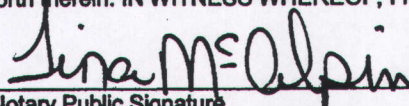
 Title
08/06/2013

 Date
(847) 841-7722 **nmurdoch@ihcconstruction.com**

 MBE/WBE Contact Phone MBE/WBE Contact Email

State of Illinois)
 County of Kane) SS.

On this 6th day of August, 2013, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:



 Notary Public Signature



**SCHEDULE D – MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN
PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: IHC Construction Companies, LLC PROJECT NO.: 01
STATE LINE [5] (COST OF THE WORK) FROM YOUR REVISED GMP PROPOSAL: \$ 0.00

The undersigned duly authorized representative of the above named Design-Builder has: personally reviewed this Schedule D-Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
continued from Page 1	N/A	\$ 2,464,901.00	\$ 214,999.00
ProFast Inc.	Fire Protection	\$ 58,500.00	\$ 0.00
Taylor Electric	Electrical Supply	\$ 235,000.00	\$ 0.00
Tecnica Environmental Services	Environmental Remediation	\$ 704,000.00	\$ 0.00
Hyde Park Environmental Services	Environmental Remediation	\$ 215,000.00	\$ 0.00
Uptown Decorating	Painting	\$ 229,400.00	\$ 0.00
Garth Building Products	Plumbing Supplier	\$ 51,200.00	\$ 0.00
Environmental Analysis Inc.	Environmental Design	\$ 72,000.00	\$ 0.00
TOTALS:		\$ 4,030,001.00	\$ 214,999.00
COMMITMENT PERCENTAGE AS COST OF THE WORK:		0.00%	0.00%

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

Thomas S. Rakow
Print Name of Authorized Representative
Thomas S. Rakow
Signature
Naomi Murdoch
Designated Design-Builder MBE/WBE Contact Name

Chairman
Title
08/06/2013
Date
(847) 841-7722 nmurdoch@ihcconstruction.com
MBE/WBE Contact Phone MBE/WBE Contact Email

State of Illinois)
County of Kane) SS.

On this 6th day of August, 2013, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

Tina McAlpin
Notary Public Signature



**SCHEDULE D – MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN
PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

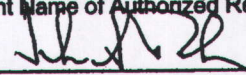
DESIGN-BUILDER: IHC Construction Companies, LLC **PROJECT NO.:** 01
STATE LINE [5] (COST OF THE WORK) FROM YOUR REVISED GMP PROPOSAL: \$ 13,414,425.00

The undersigned duly authorized representative of the above named Design-Builder has: personally reviewed this Schedule D-Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
continued from Page 2	N/A	\$ 4,030,001.00	\$ 214,999.00
Autumn Construction	Mechanical	\$ 0.00	\$ 36,500.00
Every Bloomin Industrial Supply	Plumbing Supplies	\$ 0.00	\$ 147,000.00
M.B.B. Enterprises of Chicago	Masonry	\$ 0.00	\$ 200,000.00
National Painting Inc.	Painting	\$ 0.00	\$ 89,800.00
TOTALS:		\$ 4,030,001.00	\$ 688,299.00
COMMITMENT PERCENTAGE AS COST OF THE WORK:		30.04%	5.13%

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

Thomas S. Rakow
 Print Name of Authorized Representative

 Signature
Naomi Murdoch
 Designated Design-Builder MBE/WBE Contact Name

Chairman
 Title
08/06/2013
 Date
(847) 841-7722 nmurdoch@ihcconstruction.com
 MBE/WBE Contact Phone MBE/WBE Contact Email

State of Illinois)
 County of Kane) SS.

On this 6th day of August, 2013, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

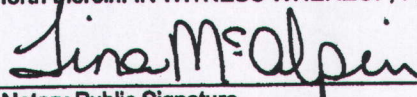

 Notary Public Signature



EXHIBIT 13 – DISCLOSURE AFFIDAVIT

AS SUBMITTED FROM INITIAL RFP

SECTION VI – DISCLOSURE AFFIDAVIT

PROPOSER INFORMATION	
NAME OF DESIGN-BUILD ENTITY	IHC Construction Companies, LLC
CONTACT PERSON	James McDonough, AIA, LEED AP
ADDRESS	1500 Executive Drive
CITY, STATE, AND ZIP CODE	Elgin, IL 60123
TELEPHONE NUMBER	847-742-1516 (main) 847-841-7838 (direct)
FAX NUMBER	847-742-6610
E-MAIL ADDRESS	jmcdonough@ihcconstruction.com

(1) **DISCLOSURE OF OWNERSHIP INTERESTS** Note: The information below is for the corporate entity IHC Group, Inc. which is a member of the LLC. Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, Proposer shall provide the following information. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Respondent is a: A. Corporation
 B. Joint Venture
 C. LLC or Other

Please complete the applicable corresponding section below.

A. CORPORATIONS

State of Incorporation: Delaware

Authorized to do business in the State of Illinois: Yes No

Names of all officers of corporation (complete or attach list):

Names:	Titles:
<u>Thomas S. Rakow</u>	<u>Owner, President</u>
<u>Susan Rakow</u>	<u>Owner</u>
_____	_____
_____	_____

Names of all directors of corporation (complete or attach list):



Is the corporation owned partially or completely by one or more other corporations?
 Yes No

If "yes" provide the above information, as applicable, for each such corporation.

Indicate here or attach a list names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Names of Shareholders	Percent Interest Owned
Thomas S. Rakow	92% %
Susan Rakow	8% %
1797 N. LaFox, South Elgin, IL 60177	%
	%

B. JOINT VENTURES

If Proposer is a Joint Venture, name each venture partner and the percentage of each therein. Where venture party is Corporation or LLC or Other also provide information required above for Corporations or below for LLCs or Other.

Names of Venture partners	Percent Interest Owned
	%
	%
	%
	%

C. LLCs and Other Commercial Organizations

If Proposer is a LLC or Other Commercial or Legal Entity, name each entity and each person with an ownership or other beneficial interest in the entity. Describe the interest of each party including any percentage ownership of each. Where any disclosed party is Corporation also provide information required above for Corporations.

Names	Interest Described and Percent Owned
IHC Group, Inc. Thomas S. Rakow, President	29.62% %
David J. Rock	36.03% %
Alan L. Orosz	11.45% %
Charles D. Polich	11.45% %
Walter P. Dwyer	11.45%

Note: A separate Disclosure has been completed for IHC Group, Inc., the corporation entity of IHC Construction Companies, LLC.



(2) PROPOSER CERTIFICATION

a. PROPOSER

The Proposer, or any affiliated entities of the Proposer, or any responsible official thereof, or any other official, agent or employee of the Proposer, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

Made an admission of such conduct as described above which is a matter of record but has not been prosecuted for such conduct.

The Proposer or agent, partner, employee or officer of the Proposer is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.

The Proposer or any agent, partner, employee, or officer of the Proposer is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

The Proposer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

The Proposer certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- 2) Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

IHC Construction Companies, LLC



- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated above; and
- 4) Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

b. CONSULTANTS & SUBCONTRACTORS

The Proposer has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Proposer at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Proposer, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe herein of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described herein or (b) which is matter of record but has/have not been prosecuted for such conduct.

The Proposer will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Proposer at this time, certifications substantially in the form of this certification. The Proposer shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Proposer or, based on such certifications or any other information known or obtained by Proposer, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described herein of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described herein or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Proposer shall cause such subcontractors to certify as such. In the event any subcontractor is unable to certify,, such subcontractor shall attach an explanation to the certification.

For all subcontractors to be used in the performance of this contract or agreement, the Proposer shall maintain for the duration of the contract all subcontractors' certifications required above, and Proposer shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

The Proposer will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Proposer is unable to obtain a certification substantially in the form of this certification.

The Proposer hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Proposer shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.



c. STATE TAX DELINQUENCIES

The Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Proposer is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Alternatively, the Proposer has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

If the Proposer is unable to certify to any of the above statements, the Proposer shall attach an explanation or explain below.

N.A.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

If any subcontractors are to be used in the performance of this contract or agreement, the Proposer shall cause such subcontractors to certify the same as of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

d. OTHER TAXES/FEEES

The Proposer is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

If Proposer is unable to certify to the above statement, Proposer shall explain below and attach additional sheets if necessary.

N.A.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

e. PUNISHMENT

A Proposer who makes a false statement on this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

f. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

The Proposer is not a party to any pending lawsuits against the Chicago Board of Education, the City of Chicago or the Public Building Commission of Chicago nor has Proposer been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.



If the Proposer cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

N.A.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

g. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

Neither the Proposer nor any affiliated entity of the Proposer has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Proposer cannot make the certification contained herein, identify any exceptions:

N.A.

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

Without the prior written consent of the Public Building Commission of Chicago, Proposer will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Proposer will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

h. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Proposer set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Proposer. Furthermore, Proposer shall comply with these certifications during the term and/or performance of the contract.



Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Proposer set forth herein, that I have personal knowledge of all the certifications made herein and that the same are true.

The Proposer must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Deputy Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Alan L. Orosz

Name of Authorized Officer (Print or Type)

CFO

Title

847-742-1516

Telephone Number

Title

847-742-1516

Telephone Number

Title

State of Illinois

County of Kane

Signed and sworn to before me on this 29th day of April, 2013 by

Alan L. Orosz (Name) as CFO (Title) of

IHC Construction Companies, LLC (Bidder/Proposer or Contractor)



Notary Public Signature and Seal



EXHIBIT 14 – DISCLOSURE OF RETAINED PARTIES

AS SUBMITTED FROM INITIAL RFP

SECTION VII – DISCLOSURE OF RETAINED PARTIES

(1) DEFINITIONS AND DISCLOSURE REQUIREMENTS

- a. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
- b. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Proposer has retained or expects to retain with respect to the contract or lease. In particular, the Proposer must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Proposer is not required to disclose employees who are paid solely through the Proposer's regular payroll.
- c. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

(2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction:
Public Building Commission - 2013 School Investment Program
- b. Description of goods or services to be provided under Contract:
Design-Build Services
- c. Name of Proposer:
IHC Construction Companies, LLC

- (3) EACH AND EVERY lobbyist retained or anticipated to be retained by the Proposer with respect to or in connection with the contract is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (Indicate whether paid or estimated)

Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: None.



(4) The Proposer understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Proposer's participation in the contract or other transactions with the Commission.
- b. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Proposer waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Proposer and that the information disclosed herein is true and complete.

David J. Rock
Signature

April 29, 2013
Date

David J. Rock
Name (Type or Print)

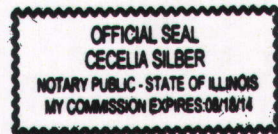
President
Title

Signed and sworn to before me on this 29th day of April, 2013 by

David J. Rock (Name) as President (Title) of

IHC Construction Companies, LLC (Bidder/Proposer or Contractor).

Cecelia Silber
Notary Public Signature and Seal



IHC Construction Companies, LLC

DESIGN BUILD RFP FOR 2013 SCHOOL INVESTMENT PROGRAM
PUBLIC BUILDING COMMISSION OF CHICAGO