

EXHIBITS
TO
DESIGN-BUILD AGREEMENT
BETWEEN
PUBLIC BUILDING COMMISSION OF CHICAGO
AND
HENRY BROTHERS
2013 SCHOOL INVESTMENT PROGRAM
PROJECT NUMBER 03
CONTRACT NUMBER PS1965
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

Public Building Commission
Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com

JULY 2013

18000-00-03-08-12-01-03
Contracts & Amendments
Design Build Agreement-Executed Contract Docs

03- Project 03 Henry Brothers
Program Wide

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 03. 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 03.

**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:

EXHIBIT 5 – DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM

Project Number: 03

Design – Builder: HENRY BROS.

Contract Number: 1965

Cost of Design (Architect and Engineer Fees), General Conditions, General Requirements,
and Cost of Construction (Lump Sum).....\$14,500,000

Design-Builder's Overhead and Fee (Lump Sum).....\$1,800,000

GUARANTEED MAXIMUM PRICE (LUMP SUM) \$16,300,000.00

Reference Exhibit 7 and the following Exhibits attached:

Exhibit 5.1 HBCo Detailed Update 07.25.13 (includes Exhibit 5.3.B, VE #1 through 22, and other misc. adjustments).

Exhibit 5.2 Scope and Performance Criteria.

Exhibit 5.3 Exceptions/Clarifications to Construction Drawings and Specifications.

Exhibit 5.4 HBCo September 19, 2013 Fifth Revised Bid Proposal Qualifications, Exclusions, Clarifications, Assumptions & Compensation.

EXHIBIT 5.1

2013 CPS SCHOOLS

HBCo UPDATE 07.25.13 (Includes VE #1 thru 22)

SECT/DESCRIP	6/3 - #5	6/3 - #3	6/3	6/3 - #4	6/3 - #4	6/3 - #4	6/3 - #4	6/3 - #4	6/3 - #4	TOTAL
	CHOPIN	DE DIEGO	CLEMENTE	JENNER	LEWIS	MORTON	RYERSON			
02070 SELECT. DEMO	12,876	9,150	45,122	-	10,484	1,960	6,606			86,178
02111 ASPHALT/SIGNS	-	3,750	-	-	-	6,400	-			10,150
03300 BUILDING CONCRETE	-	-	-	-	-	-	29,010			29,010
Patch spalled concrete	-	-	-	-	-	5,000	-			5,000
03350 CONC STAINING	-	-	-	-	1,500	-	-			1,500
04200 UNIT MASON	-	58,600	13,600	4,300	19,300	21,300	Omitted			117,100
R/R Walls/Finishes for Plumbing	-	520,200	-	-	-	-	-			520,200
04400 STONEWORK	-	w/Masonry	-	-	-	w/Masonry	w/Masonry			-
04500 EXTERIOR MASONRY	-	2,000	-	-	2,000	2,000	13,500			21,500
05500 METAL FAB	1,000	10,250	-	5,000	7,200	9,350	15,450			48,250
06100 CARPENTRY	-	21,500	-	-	-	-	-			21,500
Temp Enclosures	-	-	-	W/Carp.	-	-	-			-
Laminate Panels	-	-	-	-	-	Omitted	-			-
07160 BIT DAMPROOFING	-	-	-	-	-	Omitted	-			-
Elastomeric Coating	-	-	-	-	-	Omitted	-			-
07311 SHINGLES	-	Omitted	-	-	-	-	Omitted			-
07460 SIDING	-	Omitted	-	-	-	-	-			-
07512 BUILT UP ROOF	Omitted	-	-	Omitted	-	-	-			-
Brise Soleil	-	-	-	-	-	-	-			-
Roof Patch for new MEP Work	1,650	-	3,700	-	-	-	-			7,000
07720 ROOF ACCESS	-	-	-	-	-	-	-			-
07920 SEAL & CAULK	3,400	-	-	-	-	-	-			3,400
Caulk Canopy	-	-	-	2,000	-	-	-			2,000
08110 METAL DOOR/FRAME	13,614	-	31,609	583	39,173	-	9,653			94,632
INSTALLATION	3,360	-	4,200	840	15,120	-	840			24,360
WOOD DOORS	w/HM	-	w/HM	w/HM	w/HM	-	w/HM			-
INSTALLATION	w/HM install	-	w/HM install	w/HM install	w/HM install	-	w/HM install			-
Repair Door Edge	-	-	-	950	-	-	-			950
08525 ALUM WINDOW	-	-	-	-	-	-	-			-
08710 DOOR HARDWARE	w/HM	-	w/HM	w/HM	w/HM	w/HM	w/HM			-
INSTALLATION	w/HM install	-	w/HM install	w/HM install	w/HM install	w/HM install	w/HM install			-
Threshold	-	-	-	-	-	-	-			-
Door Seal	-	-	-	-	-	-	-			-
08800 GLAZING	-	-	1,500	-	5,000	-	-			6,500
Modify Window Guard	-	-	-	-	-	-	-			7,650
09210 GYP PLASTER	29,395	7,184	-	3,415	4,891	8,048	20,241			73,174
09250 GYP BOARD	21,795	-	w/ACT	-	-	-	-			21,795
Repair Window Head	-	-	-	-	-	3,000	-			3,000
09310 CERAMIC TILE	50,724	20,000	-	-	15,787	15,764	55,270			157,545
Quarry tile & base	w/Cer. Tile	-	-	-	-	-	-			-
CARPET - Underlay Rm 126	-	-	-	-	w/09560	-	-			-

2013 CPS SCHOOLS

PD00 UPDATE V1.25.13 (Includes VE #1 thru 22)

SECT/DESCRIP	6/3 - #5	6/3 - #3	6/3	6/3 - #4	6/3 - #4	6/3 - #4	6/3 - #4	6/3 - #4	TOTAL
	CHOPIN	DE DIEGO	CLEMENTE	JENNER	LEWIS	MORTON	RYERSON		
09510 ACOUSTIC CEIL		6,184	151,432	3,415	4,891	8,048	2,241		176,211
R/R Ceilings			5,000						5,000
09521 ACOUSTIC WALL				2,000					2,000
09550 WOOD FLOOR									
Re-finish gym floor									
Striping & Logo									
09560 RESILIENT FLOOR		13,105	51,247	9,486	26,321	5,751	6,210		112,120
Floor Prep		w/09560	w/09560	w/09560	w/09560	w/09560	w/09560		
09666 RUNNING TRACK									
09900 PAINTING	109,145	59,800	53,500	26,640	178,236	94,720	168,725		690,766
Paint SGT		25,000							25,000
10100 CHALK & TACK	34,280	100,300	12,200	2,120	83,060	14,620	5,920		252,500
Triple Slide Boards									17,473
10162 TOILET PARTITIONS									1,250
R/R for Plumbing		117,692							1,250
10401 SIGNAGE			600						600
10500 LOCKERS									37,950
Remove Lockers									5,134
EXT & CABINET									w/Lockers
10522 INSTALLATION			650						650
TOILET ACCESS			w/Carp						
10810 INSTALLATION	141								794
INSTALLATION	285								760
Hand Dryers	1,185								790
10830 MIRROR UNITS	2,850								1,900
10132 PROJECTOR									7,500
Projector Screen									9,000
11400 FOOD SERVICE									
Install re-purposed Kitchen Equipment	Allow. Below								Allow. Below
11487 WALL PADS	Owner								Owner
12600 AUDITORIUM SEAT									10,133
12304 P LAM CASE									8,666

HBCo UPDATE 07.25.13 (Includes VE #1 thru 22)

2013 CPS SCHOOLS

SECT/DESCRIP	6/3 - #5	6/3 - #3	6/3	6/3 - #4	6/3 - #4	6/3 - #4	6/3 - #4	6/3 - #4	TOTAL
	CHOPIN	DE DIEGO	CLEMENTE	JENNER	LEWIS	MORTON	RYERSON		
12345	-	-	425,106	-	-	-	w/Carp	-	425,106
12500	-	9,514	4,856	-	-	w/Carp.	-	-	-
14240	-	-	Incl. Above	-	-	8,380	6,265	-	29,015
14420	-	-	-	-	-	-	-	-	-
15100	150,000	2,068,596	268,000	Omitted	122,874	89,439	105,605	-	2,804,514
	-	20,000	-	-	-	-	-	-	20,000
	15,000	w/Plmbg	-	87,500	-	37,000	25,000	-	164,500
15200	119,400	399,800	168,600	Omitted	-	289,070	84,900	-	1,061,770
	Owner	Owner	-	-	-	Owner	Owner	-	-
	-	w/HVAC	-	-	-	-	-	-	-
16000	248,948	733,466	237,983	No Work	3,500	219,518	230,065	-	1,673,480
	Omitted	Omitted	-	Omitted	-	-	Omitted	-	-
	-	w/EC	-	-	-	-	-	-	-
	-	w/EC	-	-	-	-	-	-	-
	-	Omitted	-	-	-	-	-	-	-
	-	-	Not Required	-	-	-	-	-	-
17000	91,218	-	-	102,364	-	88,760	113,302	-	395,644
	-	-	-	-	-	-	197,301	-	197,301
	-	-	-	-	-	-	94,552	-	94,552
	-	-	In Trades above	-	-	-	-	-	-
	33,788	141,400	-	47,760	-	-	69,800	-	292,748
	-	Omitted	-	-	-	-	-	-	-
	126,000	508,640	107,300	-	15,000	3,500	65,000	-	825,440
	-	-	-	-	-	Omitted	-	-	-
	127,896	-	-	-	-	-	96,785	-	224,681
	-	-	-	-	-	125,010	-	-	125,010
	-	-	-	-	-	63,117	-	-	63,117
CONSTRUCTION TOTAL	1,199,950	4,856,131	1,620,178	298,373	613,028	1,130,071	1,429,891	-	11,147,622
									11,147,622 *

* In accordance with Qualifications, Exclusions, Clarifications and Assumptions of HBCCo June 20, 2013 Proposal as revised July 25 and 30, August 26 and September 11, 2013 attached.

EXHIBIT 5.2 – SCOPE AND PERFORMANCE CRITERIA

Design-Builder acknowledges receipt of the June 3, 2013 School Investment Program Scope and Performance Criteria (collectively, the “Criteria”) for all schools in Project #3. The Criteria and the Construction Drawings and Specifications listed in this Exhibit 5.2, including the noted Exceptions/Clarifications to Construction Drawings and Specifications shown on Exhibit 5.3, Exceptions/Clarifications to Construction Drawings and Specifications, and Exhibit 5.4, Henry Bros. Co. Design-Builder – September 19, 2013 Fifth Revised Bid Proposal Qualifications, Exclusions, Clarifications, Assumptions & Compensation for the Commission 2013 School Investment Program Work (Project No. 3), form the basis for the Scope of Work for Project #3.

EXHIBIT 5.2.A

2013 SCHOOL INVESTMENT PROGRAM
 PROJECT #3, CONTRACT # FS1865
 OM Estimate Index
 6/12/2013

SCHOOL	SCOPE SHEET / REVISION	DATE
CHOEIN ELEMENTARY	OM ESTIMATE - REVISION #5	6/3/2013
CLEMENTE	OM ESTIMATE	6/3/2013
DE DIEGO COMMUNITY ACADEMY	OM ESTIMATE - REVISION #3	6/3/2013
JENNER ACADEMY	OM ESTIMATE - REVISION #4	6/3/2013
LEWIS	OM ESTIMATE - REVISION #4	6/3/2013
MORTON ELEMENTARY	OM ESTIMATE - REVISION #4	6/3/2013
RYERSON ELEMENTARY	OM ESTIMATE - REVISION #4	6/3/2013

EXHIBIT 5.2.B

Chopin

CH.T1.0	TITLE SHEET	7/19/13
CH.T1.1	DRAWING INDEX AND GENERAL NOTES	7/19/13
CH.T2.0	TYPICAL MOUNTING HEIGHTS	7/19/13

ARCHITECTURAL DRAWINGS

CH.A1.1	1ST FLOOR A/C PLAN	7/19/13
CH.A1.2	2ND FLOOR A/C PLAN	7/19/13
CH.A1.3	3RD FLOOR A/C PLAN	7/19/13
CH.A1.4	A/C UNIT DETAILS	7/19/13
CH.A2.1	1ST FLOOR MARKER BOARD SKINS PLAN	7/19/13
CH.A2.2	2ND FLOOR MARKER BOARD SKINS PLAN	7/19/13
CH.A2.3	3RD FLOOR MARKER BOARD SKINS PLAN	7/19/13
CH.A3.1	1ST FLOOR FINISH PLAN	7/19/13
CH.A3.2	2ND FLOOR FINISH PLAN	7/19/13
CH.A3.3	3RD FLOOR FINISH PLAN	7/19/13
CH.A5.1	RMS 101, 102, & 103 ENLARGED PLANS	7/19/13
CH.A5.2	RMS 203 & 204 ENLARGED PLANS	7/19/13
CH.A5.3	RM 304 ENLARGED PLANS	7/19/13
CH.A5.4	RMS 101A, 204A & 304A FINISH PLANS	7/19/13

FOOD SERVICE DRAWINGS

CH.FS5.1	FOOD-SERVICE EQUIPMENT PLAN, SCHEDULE & UTILITY ROUGH-INS	7/19/13
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ROOFING DRAWINGS

CH.R1.1	ROOF DEFECT PLAN	7/19/13
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MECHANICAL DRAWINGS

CH.M.01	MECHANICAL NOTES, SYMBOLS AND ABBREVIATIONS	7/19/13
CH.M.1	MECHANICAL FIRST FLOOR PLAN	7/19/13
CH.M.1A	MECHANICAL FIRST FLOOR ENLARGED PLAN	7/19/13
CH.M.2	MECHANICAL SECOND FLOOR PLAN	7/19/13
CH.M.2A	MECHANICAL SECOND AND THIRD FLOOR ENLARGED PLANS	7/19/13
CH.M.3	MECHANICAL THIRD FLOOR PLAN	7/19/13
CH.M.4	MECHANICAL ROOF PLAN	7/19/13

PLUMBING DRAWINGS

CH.P.00	PLUMBING NOTES, SYMBOLS AND ABBREVIATIONS	7/19/13
CH.P.1	PLUMBING FIRST FLOOR PLAN	7/19/13
CH.P.1A	PLUMBING FIRST FLOOR ENLARGED PLAN	7/19/13
CH.P.2	PLUMBING SECOND FLOOR PLAN	7/19/13
CH.P.2A	PLUMBING SECOND AND THIRD FLOOR ENLARGED PLANS	7/19/13
CH.P.3	PLUMBING THIRD FLOOR PLAN	7/19/13
CH.P.6	PLUMBING DETAILS	7/19/13
CH.P.7	PLUMBING SCHEDULES	7/19/13

ELECTRICAL DRAWINGS

CH.E.01	ELECTRICAL NOTES AND ABBREVIATIONS	7/19/13
CH.E.02	ELECTRICAL SYMBOLS	7/19/13
CH.E.1	ELECTRICAL FIRST FLOOR PLAN	7/19/13
CH.E.2	ELECTRICAL SECOND FLOOR PLAN	7/19/13
CH.E.3	ELECTRICAL THIRD FLOOR PLAN	7/19/13
CH.E.7	ELECTRICAL NOTES, SCHEDULES, AND PARTIAL RISER	7/19/13

Clemente

G-100	COVER	7/19/13
ARCHITECTURAL DRAWINGS		
A-001	DRAWING INDEX	7/19/13
D-100	DEMOLITION FLOOR PLAN	7/19/13
A-100	EIGHTH FLOOR PLAN	7/19/13
A-200	LABS ENLARGE PLANS	7/19/13
A-201	LABS ENLARGE PLANS	7/19/13
A-202	NEW LABS RCP	7/19/13
A-203	NEW LABS FLOORING PLANS	7/19/13
A-204	NEW RCP PLAN AT 7TH FLOOR UNDER 817 & 820 LABS	7/19/13
A-500	ROOM FINISH SCHEDULE	7/19/13
A-600	TYPICAL ACCESSIBLE DETAILS AND NOTES	7/19/13
A-601	ACCESSIBLE STALL AND URINAL LAYOUTS	7/19/13
A-810	EXISTING EIGHTH FLOOR PLAN	7/19/13
A-811	EXISTING PENTHOUSE & MAIN ROOF PLAN	7/19/13
A-812	EXISTING 4TH, 5TH, 6TH& 7TH FLOOR PLAN	7/19/13
A-813	EXISTING 4TH, 5TH, 6TH& 7TH MECH FLOOR PLANS	7/19/13
A-814	EXISTING 4TH, 5TH, 6TH& 7TH PLUMB FLOOR PLAN -	7/19/13
A-815	EXISTING EIGHTH FRAMING PLAN	7/19/13
A-816	EXISTING SECTIONS	7/19/13
MECHANICAL DRAWINGS		
M-000	GENERAL NOTES SYMBOL LIST AND ABBREVIATIONS	7/19/13
M-100	EIGHTH FLOOR MECHANICAL PLAN	7/19/13
M-200	SCIENCE LABS 817 & 820 ENLARGED MECHANICAL PLANS	7/19/13
M-201	SCIENCE LAB 812 ENLARGED MECHANICAL PLANS	7/19/13
M-300	ROOF MECHANICAL PLAN	7/19/13
M-301	MECHANICAL SCHEDULES AND DETAILS	7/19/13
M-302	MECHANICAL SCHEDULES AND DETAILS	7/19/13
PLUMBING DRAWINGS		
P-000	PLUMBING SYMBOLS, NOTES AND ABBREVIATION	7/19/13
PD-100	EIGHTH FLOOR PLUMBING DEMOLITION PLAN -	7/19/13
P-100	SEVENTH FLOOR PLUMBING PLAN	7/19/13
P-200	EIGHTH FLOOR PLUMBING PLAN	7/19/13
P-300	PLUMBING SCHEDULES AND DETAILS	7/19/13
ELECTRICAL DRAWINGS		
E-000	ELECTRICAL SYMSBOLS, ABBREVIATIONS AND NOTES -	7/19/13
E-100	EIGHTH FLOOR ELECTRICAL PLAN	7/19/13
E-200	SCIENCE LAB 817 & 820 ENLARGED ELECTRICAL PLANS -	7/19/13
E-201	SCIENCE LAB 812 ENLARGED ELECTRICAL PLANS -	7/19/13
E-300	PARTIAL ONE-LINE RISER DIAGRAM, NOTES AND SCHEDULES	7/19/13
E-301	ELECTRICAL DETAILS	7/19/13
E-302	ELECTRICAL DETAILS	7/19/13
FIRE PROTECTION DRAWINGS		
FP-000	FIRE PROTECTION NOTES, DETAILS, AND ABBREVIATIONS	7/19/13
FP-100	EIGHTH FLOOR FIRE PROTECTION PLAN	7/19/13

De Diego Community Academy

DE.T1.0	TITLE SHEET	7/19/13
DE.T1.1	DRAWING INDEX AND GENERAL NOTES	7/19/13
DE.T2.0	TYPICAL MOUNTING HEIGHTS	7/19/13

ARCHITECTURAL DRAWINGS

DE.A0.0	ACCESSIBLE PARKING AND SIGNAGE DETAILS	7/19/13
DE.A1.0	BASEMENT FLOOR A/C PLAN	7/19/13
DE.A1.1	1ST FLOOR A/C PLAN	7/19/13
DE.A1.2	2ND FLOOR A/C PLAN	7/19/13
DE.A1.3	3RD FLOOR A/C PLAN	7/19/13
DE.A1.4	A/C UNIT DETAILS	7/19/13
DE.A2.0	BASEMENT FLOOR MARKER BOARD SKINS PLAN	7/19/13
DE.A2.1	1ST FLOOR MARKER BOARD SKINS PLAN	7/19/13
DE.A2.2	2ND FLOOR MARKER BOARD SKINS PLAN	7/19/13
DE.A2.3	3RD FLOOR MARKER BOARD SKINS PLANS	7/19/13
DE.A3.1	1ST FLOOR FINISH PLANS	7/19/13
DE.A3.2	2ND FLOOR FINISH PLAN	7/19/13
DE.A3.3	3RD FLOOR FINISH PLAN	7/19/13
DE.A4.1	MISCELLANEOUS DETAILS	7/19/13
DE.A5.2	RM 204 ENLARGED PLANS	7/19/13

ROOFING DRAWINGS

DE.R1.1	ROOF/DEFECT PLAN	7/19/13
DE.R1.2	MASONRY DEFECTS	7/19/13

MECHANICAL DRAWINGS

DE.M0.1	MECHANICAL NOTES, SYMBOLS AND ABBREVIATIONS	7/19/13
DE.M.0A	MECHANICAL PIPING PLAN	7/19/13
DE.M.0	MECHANICAL BASEMENT PLAN	7/19/13
DE.M.1	MECHANICAL FIRST FLOOR PLAN	7/19/13
DE.M.2	MECHANICAL SECOND FLOOR PLAN	7/19/13

ELECTRICAL DRAWINGS

DE.E.01	ELECTRICAL NOTES, ABBREVIATIONS, AND SYMBOLS	7/19/13
DE.E.02	ELECTRICAL SYMBOLS	7/19/13
DE.E.0	ELECTRICAL BASEMENT PLAN	7/19/13
DE.E.1	ELECTRICAL FIRST FLOOR PLAN	7/19/13
DE.E.2	ELECTRICAL SECOND FLOOR PLAN	7/19/13
DE.E.3	ELECTRICAL THIRD FLOOR PLAN	7/19/13
DE.E.7	ELECTRICAL, PARTIAL RISER, AND SCHEDULES	7/19/13

PLUMBING DRAWINGS

P0.0	PLUMBING SYMBOLS AND NOTES	7/19/13
P2-0.1	BASEMENT NORTH PLUMBING PLAN	7/19/13
P2-0.2	BASEMENT CENTRAL PLUMBING PLAN	7/19/13
P2-0.3	BASEMENT SOUTH PLUMBING PLAN	7/19/13
P2-1.1	FIRST FLR. NORTH PLUMBING PLAN	7/19/13
P2-1.2	FIRST FLR. CENTRAL PLUMBING PLAN	7/19/13
P2-1.3	FIRST FLR. SOUTH PLUMBING PLAN	7/19/13
P2-2.1	2ND FLR. NORTH PLUMBING PLAN	7/19/13
P2-2.2	2ND FLR. CENTRAL PLUMBING PLAN	7/19/13
P2-2.3	2ND FLR. SOUTH PLUMBING PLAN	7/19/13
P2-3.1	3RD FLR. NORTH PLUMBING PLAN	7/19/13
P2-3.2	3RD FLR. CENTRAL PLUMBING PLAN	7/19/13
P2-3.3	3RD FLR. SOUTH PLUMBING PLAN	7/19/13
P3-1	DOMESTIC WATER RISER DIAGRAMS	7/19/13
P3-2	DOMESTIC WATER RISER DIAGRAMS	7/19/13

Jenner

G-100	COVER	7/19/13
A-001	DRAWING INDEX	7/19/13

ARCHITECTURAL DRAWINGS

D-101	SECOND FLOOR DEMOLITION PLAN	7/19/13
A-100	FIRST FLOOR PLAN	7/19/13
A-101	SECOND FLOOR PLAN	7/19/13
A-102	THIRD FLOOR PLAN	7/19/13
A-103	FOURTH FLOOR PLAN	7/19/13
A-200	NEW COMPUTER LAB	7/19/13
A-500	ROOM FINISH SCHEDULE	7/19/13

ARCHITECTURAL REFERENCES

A-600	TYPICAL ACCESSIBLE DETAILS AND NOTES	7/19/13
A-601	ACCESSIBLE STALLS AND URINAL LAYOUTS	7/19/13

MECHANICAL DRAWINGS

M-000	GENERAL NOTES SYMBOL LIST AND ABBREVIATIONS	7/19/13
M-100	FOURTH FLOOR MECHANICAL PLAN	7/19/13
M-101	ROOF MECHANICAL PLAN	7/19/13
M-200	SCHEDULES AND DETAILS	7/19/13

ELECTRICAL DRAWINGS

E-000	ELECTRICAL SYMBOLS, ABBREVIATIONS AND NOTES	7/19/13
E-101	FIRST FLOOR ELECTRICAL PLAN	7/19/13
E-102	SECOND FLOOR ELECTRICAL PLAN	7/19/13
E-103	THIRD FLOOR ELECTRICAL PLAN	7/19/13
E-200	PARTIAL ONE-LINE RISER DIAGRAM, DETAILS ANDS SCHEDULES	7/19/13
E-201	ELECTRICAL DETAILS	7/19/13
E-202	ELECTRICAL DETAILS	7/19/13

Lewis

G-100	COVER	7/19/13
A-001	DRAWING INDEX	7/19/13

ARCHITECTURAL DRAWINGS

D-100	FIRST FLOOR DEMOLITION PLAN	7/19/13
D-101	SECOND FLOOR DEMOLITION PLAN	7/19/13
D-102	THIRD FLOOR DEMOLITION PLAN	7/19/13
A-100	FIRST FLOOR PLAN	7/19/13
A-101	SECOND FLOOR PLAN	7/19/13
A-102	THIRD FLOOR PLAN	7/19/13
A-200	BOYS AND GIRLS TOILET ROOMS	7/19/13
A-300	BATHROOM'S ELEVATION	7/19/13
A-500	ROOM FINISH SCHEDULE	7/19/13
A-601	ELEVATOR DETAILS	7/19/13

REFERENCES DRAWINGS

A-600	TYPICAL ACCESSIBLE DETAILS AND NOTES	7/19/13
A-601	ACCESSIBLE STALL AND URINAL LAYOUTS	7/19/13
A-602	DRINKING FOUNTAIN DETAILS	7/19/13

MECHANICAL DRAWINGS

M-000	GENERAL NOTES, SYMBOL LIST AND ABBREVIATIONS	7/19/13
M-100	PARTIAL 1ST FLR. MECHANICAL PLAN	7/19/13

PLUMBING DRAWINGS

P-100	PARTIAL 1ST FLOOR PLUMBING PLAN, SCHEDULES	7/19/13
P-200	PARTIAL 2ND AND 3RD FLR. PLUMBING PLAN	7/19/13

Morton

G-000	COVER	7/19/13
A-001	DRAWING INDEX	7/19/13

ARCHITECTURAL DRAWINGS

A-100	FIRST FLOOR PLAN	7/19/13
A-101	SECOND FLOOR PLAN	7/19/13
A-102	THIRD FLOOR PLAN	7/19/13
A-103	FOURTH FLOOR PLAN	7/19/13
A-500	ROOM FINISH SCHEDULES	7/19/13
A-600	TYPICAL ACCESSIBLE DETAILS AND NOTES	7/19/13
A-601	ACCESSIBLE STALL AND URINAL LAYOUTS	7/19/13

MECHANICAL DRAWINGS

M-000	GENERAL NOTES, SYMBOLS AND ABBREVIATIONS	7/19/13
M-100	PARTIAL FIRST FLOOR MECHANICAL PLAN	7/19/13
M-101	SECOND, THIRD, AND FOURTH FLOOR MECHANICAL PLANS	7/19/13
M-200	ROOF MECHANICAL PLAN	7/19/13
M-201	MECHANICAL SCHEDULE AND DETAILS	7/19/13

PLUMBING DRAWINGS

P-000	PLUMBING SYMBOLS, NOTES AND ABBREVIATIONS	7/19/13
P-101	FIRST FLOOR PLUMBING PLAN	7/19/13
P-102	PLUMBING SCHEDULES, DETAILS	7/19/13

ELECTRICAL DRAWINGS

E-000	ELECTRICAL SYMBOLS, ABBREVIATIONS, AND NOTES	7/19/13
E-101	FIRST FLOOR ELECTRICAL PLAN	7/19/13
E-102	SECOND, THIRD AND FOURTH FLOOR ELECTRICAL PLANS	7/19/13
E-103	ROOF ELECTRICAL PLAN	7/19/13
E-200	PARTIAL ONE- LINE RISER DIAGRAM, DETAILS, AND SCHEDULES	7/19/13
E-201	ELECTRICAL DETAILS	7/19/13
E-202	ELECTRICAL DETAILS	7/19/13

RYERSON

G-100	COVER	7/19/13
A-001	DRAWING INDEX	7/19/13

ARCHITECTURAL DRAWINGS

D-100	BASEMENT DEMOLITION FLOOR PLAN	7/19/13
D-101	FIRST DEMOLITION PLAN	7/19/13
D-102	SECOND DEMOLITION PLAN	7/19/13
D-103	THIRD DEMOLITION PLAN	7/19/13
A-100	BASEMENT FLOOR PLAN	7/19/13
A-101	FIRST FLOOR PLAN	7/19/13
A-102	SECOND FLOOR PLAN	7/19/13
A-103	THIRD FLOOR PLAN	7/19/13
A-200	NEW MEDIA LAB	7/19/13
A-201	NEW ENGINEERING LAB	7/19/13
A-202	NEW COMPUTER CLASSROOM	7/19/13
A-203	EXTERIOR STAIR	7/19/13
A-204	ENGINEERING LAB-RCP	7/19/13
A-205	NEW ENGINEERING LAB ELEVATIONS	7/19/13
A-206	NEW COMPUTER LAB ELEVATIONS	7/19/13
A-208	NEW KITCHEN AND LUNCHROOM	7/19/13
A-500	ROOM FINISH SCHEDULE	7/19/13

REFERENCE DRAWINGS

A-600	TYPICAL ACCESSIBLE DETAILS AND NOTES	7/19/13
A-601	ELEVATOR DETAILS	7/19/13
A-800	EXISTING SECTIONS	7/19/13
A-801	EXISTING FIRST FLOOR FRAMING PLAN	7/19/13
A-802	EXISTING SECOND FLOOR FRAMING PLAN	7/19/13
A-803	EXISTING THIRD FLOOR FRAMING PLAN	7/19/13

MECHANICAL DRAWINGS

M-000	GENERAL NOTES, LIST AND ABBREVIATIONS	7/19/13
M-100	BASEMENT FLOOR MECHANICAL PLAN	7/19/13
M-101	THIRD FLOOR MECHANICAL PLAN	7/19/13
M-102	ROOF MECHANICAL PLAN	7/19/13
M-200	SCHEDULES AND DETAILS	7/19/13
M-201	SCHEDULES AND DETAILS	7/19/13

PLUMBING DRAWINGS

P-000	PLUMBING SYMBOLS, NOTES AND ABBREVIATION	7/19/13
P-100	BASEMENT FLOOR PLUMBING PLAN	7/19/13
P-200	FIRST FLOOR PLUMBING PLAN	7/19/13

ELECTRICAL DRAWINGS

E-000	ELECTRICAL SYMSBOLS, ABBREVIATIONS AND NOTES	7/19/13
E-100	BASEMENT FLOOR ELECTRICAL PLAN	7/19/13
E-101	FIRST ELECTRICAL PLAN	7/19/13
E-102	SECOND FLOOR ELECTRICAL PLAN	7/19/13
E-103	THIRD FLOOR ELECTRICAL PLAN	7/19/13
E-200	PARTIAL ONE LINES RISER DIAGRAM, DETIALS, AND SCHEDULES	7/19/13
E-201	ELECTRICAL DETAILS	7/19/13
E-202	ELECTRICAL DETAILS	7/19/13

**EXHIBIT 5.3 – EXCEPTIONS/CLARIFICATIONS TO
CONSTRUCTION DRAWINGS AND SPECIFICATIONS**

Design-Builder acknowledges submission of Construction Drawings and Specifications as shown on Exhibit 5.2 and notes the following exceptions/clarifications to the Design-Builder's Scope of Work:

A. If there is a conflict between the Construction Drawings and Specifications as shown on Exhibit 5.2, the Criteria not resolved by Exhibits 5.3 and 5.4 and the Scope of Work as set forth in Exhibit 5.2.A, Design-Builder reserves the right to identify what is included in the Design-Builder's Scope of Work.

B. The following Value Engineering and Scope Reductions are excluded from the Design-Builder's Scope of Work:



**2013 School Investment Program - Project #3
Value Engineering and Scope Reductions
7/8/2013 (Updated 07.29.13)**

Item #	Description	Value	Status		Date	Comments
			Pending	Rejected / Approved		
1.	Omit all iPad power requirements per PBC memo dated 07.05.13. Cost to install data ports for WAP's in Ryerson, DeDiego, Jenner, and Chopin in excess of Owner's original budget of \$23,625.	\$ (137,477)		X	07.09.13	
2.	Omit all roof related work per Sections 07160 thru 07720 indicated in HBCo estimate dated 06.20.13. This also includes removal and replacement of the damaged vent hood at the high roof at Ryerson Elementary.	\$ (958,500)		X	07.09.13	
3.	Omit Art Classroom at DeDiego.	\$ (127,500)		X	07.09.13	
4.	Omit all "Exterior facade" work as described in PBC "scope sheets" dated June 3, 2013 (Revision # 4) at Ryerson Elementary.	\$ (56,800)		X	07.09.13	
5.	Omit corroded portions of boiler flue collection manifold and boiler burner for boiler B1 at Jenner Academy.	\$ (97,000)		X	07.09.13	
6.	Utilize existing electrical panels on 7th floor at Clemente for all new work in science labs and prep rooms in lieu of running feed from basement.	\$ (25,000)		X	07.09.13	
7.	Leave existing A/C outlets in-place where existing A/C units will be replaced with new units per PBC email directive 07.07.13	\$ (1,800)		X	07.09.13	
8.	Omit all plumbing branch piping work to non-existent plumbing fixtures in DeDiego.	\$ (19,404)		X	07.09.13	
9.	Rod and camera roof drains prior to commencement of work but camera only (no ridding) after completion of construction work. (Chopin, DeDiego, Jenner Academy, Morton, and Ryerson	\$ (32,500)		X	07.09.13	
10.	Omit replacement of exterior stairs at Ryerson.	\$ (29,010)		X	07.09.13	
11.	Omit all electrical work in Auditorium at DeDiego.	\$ (63,000)		X	07.09.13	
12.	Omit all painting work in Auditorium at DeDiego.	\$ (36,400)		X	07.09.13	
13.	Utilize two (2) existing electrical panels at Chopin for A/C power feeds in lieu of providing new panels.	\$ (23,769)		X	07.09.13	
14.	Omit neutral wiring for A/C unit power feeds at DeDiego, Morton, and Ryerson. No credit offered for Chopin since existing panels are being used. See #13 above.	\$ (4,995)		X	07.09.13	
15.	Provide toggle switches in lieu of keyed switches as directed by PBC on 07.03.13. Credit offered is for Chopin school only since keyed switches are already on jobsite for all other schools.	\$ (656)		X	07.09.13	

Item #	Description	Value	Status			Date	Comments
			Pending	Rejected	Approved		
16.	Provide conduit in lieu of wiremcid in areas where work has yet to be installed as of 07.08.13	\$ (8,660)			X	07.09.13	
17.	Eliminate repair of existing outside air intake linkages and damper with new at the built up AHU on main roof, replacement of three (3) OA dampers at each intake at the roof, and repair of outside air dampers at AHU in mechanical room at Chopin.	\$ (30,000)			X	07.09.13	
18.	Eliminate extending existing sanitary vent stacks 14" above finished roof and all related lead flashings, etc., and omit new insulation on roof drain bodies and horizontal storm piping located in the ceiling below at Jenner Academy.	\$ (42,116)			X	07.09.13	
19.	Eliminate allowance to replace twenty (20) 3'-0" sections of steam supply piping and twenty (20) condensate return system leaks at DeDiego	\$ (94,000)			*		
20.	Replace only eleven (11) of the non-functioning exhaust fans in lieu of the eighteen (18) as indicated in the work scopes.	\$ (5,830)			*		
22.	Omit ten (10) hot return circuit setters at Morton Elementary.	\$ (17,500)			*		
	General Note applicable to all items contained in this worksheet: The above values are reflective of the "Cost of Construction" and do not include costs that may be incurred as a result of cancelling Subcontract Agreements in-place (i.e. loss of profit, overhead expenses, etc.), return or re-stocking material charges or other costs that may not have been known to exist at the time these reductions are being offered to the Owner.						
	* VE Items #19, 20, and 22 have been assumed "approved" by the Owner. These values have been incorporated into HBCo updated Estimate dated 07.10.12 and Owner's Exhibit 5 - Guaranteed Maximum Price Worksheet, July 12, 2013.						
TOTALS		\$ (1,811,917)		\$ (29,010)	\$ (1,782,907)		

EXHIBIT 5.4

Henry Bros. Co. Design-Builder – September 19, 2013 Fifth Revised Bid Proposal Qualifications, Exclusions, Clarifications, Assumptions & Compensation for the Commission 2013 School Investment Program Work (Project No. 3) *

The Fifth Revised September 19, 2013 Revised Bid Proposal Clarifications, Assumptions, Qualifications, Exclusions and Compensation ("Clarifications") revise those of June 20 and 25, July 31 and August 19, 2013 and pertain to Book 1 (July, 2013), and Books 2 and 2A dated (July), 2013 which were hand distributed at the June 5, 2013 Commission Main Office Project Meeting, Commission e-mailed on June 7, 2013 and, confirmed via e-mail by the Commission Deputy Director of Legal Affairs on June 7, 2013 to be identical. It is further understood that the following Clarifications pertain to Commission Addenda #1, #2 and #3. Any other versions dated or undated of Commission Books 1, 2 or 2A are specifically not part of this GMP Proposal. Any and all other e-mails, communications, documents and/or information not included in the foregoing dated Books 1, 2 and 2A and Addenda #1, #2 and #3 are excluded from this GMP Proposal. This GMP Proposal and all related supporting documentation are included in the Contract.

A. Contract Time

1. It is assumed that the Notice to Proceed (Construction Start Date) of the Construction Phase of the work will be June 21, 2013.
2. Commission will provide the Design-Builder access to all schools starting on June 15th 2013 from 7:00am through 3:30pm on Saturday and Sunday June 15, 16, 22 and 23 and from 3:30pm through 12:00pm on June 17, 18, 19, 20 and 21 for the purposes of surveying, laying-out, mobilization of the Design-Builder's Project Field Offices as well as orienting all Subcontractors prior to the start of construction.
3. Intentionally omitted.
4. The Date of Final Completion and the time duration allowed to complete the Punch-list work will be mutually agreed upon between the Design Builder and Commission Executive Director. The Design-Builder will have 60 calendar days after Substantial Completion to perform punch-list work and the Design-Builder is not responsible for any costs for the CPS to open and close the schools each day for access to complete the punch-list work nor shall the Design-Builder be

- responsible for any costs related to CPS security and/or personnel to be on-site at the time the punch-list work is being performed.
5. The following work will be completed as expeditiously as possible, however, the completion of this work is exempt from the August 12, 2013 Substantial Completion Date:
 - a. Clemente – Science Prep room shared between sciences rooms 817 and 820. Work to be substantially complete by October 1, 2013.
 6. The Design-Builder will commence construction work prior to the 100% completion of the Design-Builder's construction plans and specifications and Commission's review. Commission shall review and respond to the Design-Builders phased plans and specifications within one (1) calendar day after submission to the Commission.
 7. The abatement of asbestos, lead or hazardous materials is included in the GMP as an Allowance.
 8. Book #1, Section 2.4.14 which states: "The issuance of a Certificate of Occupancy is not a prerequisite for Substantial Completion" overrides Book #2, Article 1, Item Number 36.
 9. Book #2, Article 1, Item Number 36 is corrected to state: "Substantial Completion means the date the Executive Director or his or her designee accepts substantial completion."
 10. Book #2 Section 3.06 – Acceptance of Work, Item 2a1 states: "Upon Substantial Completion of the work, the Punch List will be transmitted to the Design-Builder from the Commission." It is understood and agreed that a single overall combined comprehensive Punch List including any Commission and/or CPS comments will be issued by the Commission to the Design-Builder's Architect/Engineers for inclusion into the overall Project punch-list on August 13, 2013. Any delay in the issuance of the Commission/CPS punch-list to the Design-Builder will extend the date of Final Completion of the punch-list work by the Design-Builder. It is further understood and agreed that the Design-Builder will be allowed to work on the punch-list work from the Date of Substantial Completion up until the day before the start of school with approval from School Principal.
 11. Notwithstanding Book #2, Section 10.2, Item 1a regarding Design-Builders Construction Schedule, construction will commence immediately on June 21, 2013, prior to both the preparation of the Design-Builder's plans and specifications as well as the preparation of the Design-Builder's Target Schedule.
 12. Book #2A, Section 3.5, Substantial Completion Procedures, identifies 14 items that that must be completed prior to Design-Builder's request for inspection to

ascertain Substantial Completion. The following items are excluded as from the conditions to obtaining Substantial Completion.

- Removal of Temporary Facilities
 - Final cleaning which is not part of this contract work.
 - Commissioning Functional Performance Testing which is not part of this contract work.
13. The following items are excluded as conditions for performing final inspection of the punch-list work :
- Start-Up Reports
 - Final TAB Reports
 - Demonstration Reports
 - Instruction Reports
 - Warranties
 - Maintenance Agreements
 - Operation and Maintenance manuals
 - Final Progress Photos
 - Project Record Documents.
14. Intentionally omitted.
15. The Design-Builder is not responsible for delays to Substantial Completion or Final Completion due to City of Chicago audits.
16. Commission will respond to all Requests for Information from the Design-Builder within 24 hours from submission.

B. Exclusions

1. Book #1, Section 3.12 regarding procedures with regard to procurement, construction, project controls, project management, safety and design is excluded from the Contract.
2. Notwithstanding Book #1, Section 3.3.4, the cost of the building permits is excluded by the Design-Builder and is the responsibility of the Commission.
3. Intentionally omitted.
4. Book #1, Section 6.4 regarding Liquidated Damages, is deleted.
5. Book #1, Section 6.5.1 regarding partial occupancy in advance of Substantial Completion is included provided Design-Builder's performance of completion work is not hindered.
6. Book #2 Section 2.04, Item Number 5i, Book #2, Article 15, Item 4, Book 2, Section 15.03, Item 1, Book #2, Section 15.03, Item 2, Book #2A, Section 01300, Paragraph G, and Book #2A, Section 01300, Section 3.1, Paragraph E, regarding

- the Commission Representative review of all shop drawings, materials, samples and all other required submittals is excluded.
7. Book #2 Section 2.04, Item Number 5i and Book #2, Section 4.03, Item 1 regarding Commission Representative Requests for approval of Subcontractors (RSAs) is excluded.
 8. Book #2, Article 24, Project Forms, Exhibit R – Request for Subcontractor and Supplier Approval Forms, is excluded.
 9. Intentionally omitted.
 10. Book #2, Section 3.05 is excluded. Commission acknowledges that Design-Builder was permitted to conduct only visual observations of existing conditions and that no structural systems, floors, walls, ceilings, mechanical, plumbing, fire protection, electrical systems were probed, removed, tested, flushed, energized, analyzed or reviewed outside of scope requirements.
 11. Book #2, Section 7.01, Item 3 regarding Hours of Work and site occupancy is excluded.
 12. Book #2, Section 7.01, Item 4 regarding Hours of Work is excluded. Design-Builder shall have access to all seven buildings and all areas of work 7 days a week 24 hours per day until Substantial Completion of the Project. Compensation for any CPS or Commission on-site representatives is not included in the GMP.
 13. Book #2, Section 7.03, Item 5b regarding grass and weeds is excluded.
 14. Book #2, Section 8.02, is excluded.
 15. Book #2, Section 9.04, Item 1, Scheduler, requiring use of Primavera scheduling software is excluded. Design-Builder will use Microsoft Project software for all scheduling.
 16. Book #2, Section 9.04, Item 2 regarding Scheduler is excluded.
 17. Book #2, Section 9.06 regarding Commission approval of Surveyor, is excluded.
 18. Book #2, Section 10.2, Item 1b regarding Design-Builders Construction Schedule, is excluded.
 19. All Scheduling Requirements outlined in Book #2, Section 10.2 are excluded.
 20. Book #2, Section 10.4 regarding Liquidated Damages, is excluded.
 21. Book #2, Section 10.05, Item 2 regarding Completion of Punch List, is excluded.
 22. Book #2, Section 16.06, Item 2 regarding Retainage, is excluded.
 23. Book #2, Article 16.09, Item 4 regarding retainage payment to subcontractors, is excluded.
 24. Book #2, Section 20.08, LEED's Certification Requirements, are excluded.
 25. Book #2, Article 24, Equal Employment Opportunity Requirements, is excluded.
 26. Book #2A, Section 01300, Document Control Electronic Requirement, Paragraph 3.8A, is excluded.

27. All final cleaning and window washing is the responsibility of the Commission or CPS.
28. Any and all work related to the repairs of existing kitchen equipment is excluded.
29. The Design-Builder will only provide surface mounted electrical raceways, wire-mold and conduit to the new Commission window air conditioning units to the Commission furnished and installed air conditioning units. All other related work is the responsibility of the Commission – i.e. furnish and install all air conditioning units, window in-fill panels, glazing, brackets, caulking, etc.
30. The Commission guarantees that Design-Builder will have unlimited access to all elevators 24 hours per day 7 days a week. Any costs for any required service, maintenance, repairs, and upkeep are excluded from the GMP.
31. We exclude all utility excess facility charges, temporary or permanent.
32. Owner shall pay all temporary utility usage bills during construction.
33. At Design-Builder's option, the permanent plumbing, heating and electrical systems may be used for temporary purposes. Unless damaged by Design-Builder's construction, Design-Builder excludes replacing filters or repairing any systems.
34. Cost and obtainment of building permits, tap-on or connection fees, plan review fees, impact fees, utility company excess facilities or connection charges or any other governmental fees are excluded.
35. Removal of existing air conditioning window units and all related accessories (i.e., brackets and panels) shall be by others.
36. Any work related to the exterior windows or window systems is excluded.
37. Costs to refinish the gym floor or provide the logo or other athletic striping at Lewis is excluded since this work is currently being completed by others.
38. The new intrusion detection system for Ryerson Elementary is excluded because no cost was allocated for this work in our "scope sheets."
39. Repair the Boys Toilet near Room #102 at Morton Elementary is excluded because no description of the work was provided in our "scope sheets."
40. Tables, chairs and computers for all Computers, Engineering and Media Labs shall be furnished and installed by others.
41. Intentionally omitted.
42. Intentionally omitted.
43. All repurposed kitchen equipment for Mobile Hot Serveries are excluded and shall be furnished and installed by others.
44. Design-Builder includes Type II hood for Ryerson's Mobile Servery Unit only. No other hoods are included in Ryerson or any other schools.

45. Painting of structural glazed tile is excluded. Structural glazed tile colors may not be able to be matched in all areas in which case replacement tiles with colors approved by Architect/Engineer will be utilized.

C. Qualifications and Clarifications

1. In accordance with Book #1, Section 2.4.5 of the Design-Build Agreement, these projects are fast-tracked accelerated scheduling which involves commencing construction prior to the completion of the drawings and specifications and then using means such as bid packages and different coordination to compress the overall schedule and Section 3.1.2 of the of the Design-Build Agreement states that "the Design-Builder shall furnish one set of the construction documents to the Commission for approval prior to commencing work." It is clearly understood and agreed that, accordingly, the design-build plans and specifications will be completed well after construction starts and will become the As-Built Record Documents for the work performed on these projects.
2. Intentionally omitted.
3. Notwithstanding Book #1, Section 3.3.6 for weekly cost reporting, Design-Builder will provide cost reporting at Substantial Completion.
4. Book #1, Section 3.7.4, at end, insert "and the Date of Substantial Completion and the Date of Final Completion."
5. All Independent Testing & Inspections Services which have not been identified in the School Investment Program matrix and/or Scopes of Work are Commission's responsibility.
6. Book #1, Section 4.1.2 of the of the Design-Build Agreement which states "The Commission shall provide all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations of the buildings to be renovated" has not been satisfied by the Commission and Design-Builder. Design-Builder does not include any time or amount in the GMP to field determine all existing field conditions to generate background drawings needed as the basis to prepare any revised plans and specifications.
7. A full-time on-site Safety Representative is not included at each site. It is understood and agreed that one (1) Safety Representative will monitor all seven project jobsites along with the on-site Project Superintendents on each project. Additionally, as agreed by the Commission, full-time on-site supervision will not be provided at Jenner and Clemente.
8. Book #2, Section 7.04, Item 6. All existing fixtures, furniture, supplies or similar items will be moved to the center of each classroom and/or work area and covered with plastic during the performance of the Work.
9. Notwithstanding Book #2, Section 11.02, regarding Review Meetings, Design-Builder will only prepare meeting minutes for the Weekly Subcontractor Meetings

15. Book #2A, Section 3.3, First Payment Procedure, identifies 12 items that are due prior to the first application for payment. The following items are excluded as conditions to payment of the first application for payment.
 - Copies of the building permit being obtained by the Commission
 - First Progress Report
 - Quality Controls Activity Schedule
 - Unit Price Schedule
 - Minutes of the Pre-Construction meeting which are the responsibility of the Commission.
 - All submittals to occur prior to the first application for payment.
16. Notwithstanding Book #2A, Section 01400, Quality Control Procedures and Product Standards, Paragraph 1.3C, the Design-Builder's Quality Control Representative will be working on multiple Schools and will not be full-time on one single School.
17. Consistent with Book #2A, Section 01410, Testing and Inspection, Paragraph 1.2A, Design-Builder is not responsible for any testing and inspection services unless specifically indicated in the Commission's Scopes of Work Documents.
18. Notwithstanding Book #2A, Section 01500, Temporary Facilities and Services, Paragraph 1.1A, the following items are excluded:
 - Temporary Utilities – Design-Builder assumes use of existing school building utilities.
 - Employee Facilities - Design-Builder assumes use of existing school building facilities.
 - Drinking Water Facilities - Design-Builder assumes use of existing building drinking water.
 - Field Office for Commission's Representative's use – assumes the Commission Representative will use the existing school building space for temporary offices.
 - Field Office for Design-Build Contractor – assumes the Design-Builder will be provided space for temporary offices in the existing school building.
 - Fire Protection Facilities – Design-Builder will provide fire extinguishers in work areas as necessary.
 - Meeting Room - Design-Builder assumes use of existing building space.
 - Public Protective Facilities Required by Law - Excluded unless otherwise specifically indicated in the Commission's Scopes of Work Documents.
 - Telephone Service – no temporary and/or new telephone service is included.
 - Temporary Enclosures for general building heating are excluded.

- Temporary Enclosures for protection from weather are excluded unless otherwise specifically indicated in the Commission's Scopes of Work.
 - Temporary Partitions indicated on drawings or specifically called for in the Specifications - Are excluded unless otherwise specifically indicated in the Commission's Scopes of Work.
 - Water Supply - Design-Builder assumes use of existing school building water service.
 - Include water service and sewage use charges - Design-Builder assumes use of existing school building water and sewage services.
 - Sanitary Services - Design-Builder assumes use of existing school building sanitary service.
 - Temporary heating and cooling - Design-Builder assumes use of existing school building heating and cooling.
 - Electrical - Design-Builder assumes use of existing school building electrical service.
 - Include Electric service usage charges - Design-Builder assumes use of existing school building electrical service.
 - Temporary Lighting - Design-Builder assumes use of existing school building lighting and electrical services.
 - DSL Internet Service - Design-Builder will not utilize the schools DSL Service and the Commissioner Representative can access the School's existing DSL service.
 - Toilet Facilities - Design-Builder assumes use of existing school building toilet rooms.
19. The following additional items are excluded from the contract agreement:
- Settlement Monitoring
 - Final Site Survey Certifications
 - Field surveying the existing building conditions in the absence of drawings of receiving existing building plans from the Commission necessary to prepare the design drawings.
 - Soils borings
 - Any temporary construction access roads
 - All Commissioning Requirements
 - Pest Control
 - Final Cleaning
 - Excavation, removal and disposal of geotechnically unsuitable soils below designed sub-grades
 - Soils classified as contaminated, hazardous or special waste..

20. A full-time on-site Roofing Expert is excluded from this contract per item #23 of Contract Exhibit #1.
21. All permit costs/fees are assumed to be waived by the City of Chicago, County, State, etc.
22. The Design-Builder is not responsible for delays due to labor disputes with local unions if new agreements are not successful.
23. All gas, water, electric, heating and cooling will be provided by the existing school buildings at no cost to the Design-Builder.
24. All excess facilities charges including upgraded utility services are the responsibility of the Commission/Commission.
25. Intentionally omitted.
26. Intentionally omitted.
27. Design-Builder will not be responsible for for any personal items, valuables and/or electronic equipment, devices, etc. left in the school buildings.
28. Intentionally omitted.
29. The installation of any new electrical service conduits/circuits/feeders to window air conditioning units will be surface mounted.
30. Design-Builder cannot guarantee that all materials will be made in the USA.
31. Design-Builder does not guarantee that the Architect-Engineers and Subcontractors will in all cases be able to procure insurance at the limits required by the Design-Build Contract.
32. City Residency and Community Residency employment percentages are based on an allocated cost of Construction of \$11,300,000.
33. Any Commission contention that Design-Builder's or Subcontractor's work forces were "inefficient" shall not be a basis to reject Design-Builder's Cost of the Work.
34. Materials/colors selections are dependent on availability with the schedule.
35. Design-Builder's MBE/WBE subcontractor and supplier goals shall be satisfied if Design-Builder equals or exceeds the percentages of Design-Builder's Schedule D, the actual subcontract prices divided by Costs of \$14,500,000.
36. These Clarifications shall take precedence where conflicts occur amongst all other documents, including work described or shown on our Design-Build GMP Drawings or Specifications as prepared by STR Partners and Fox & Fox, or any of their consultants or engineers.
37. Intentionally omitted.
38. Design-Builder includes seven (7) split systems at DeDiego in lieu of the ten (10) described in the work scopes contained in Exhibit 1A.
39. Pricing is based on providing marker board skins as manufactured by Platinum Visual Systems, Corona, California. Writing surface shall be 28 gauge steel face with 1/8" particleboard core and a .005" aluminum backing sheet. This material

will be mastic applied directly over the existing surface. A plastic self-adhering trim piece will be applied to the perimeter. We have not included any cost to remove, modify or replace any existing trim.

40. Projectors shall be furnished and installed by others include all necessary supports. We include a ceiling mounted 110 volt receptacle near each projector.
41. The extent of Design-Builder's work with respect to the eleven (11) exhaust fans at Morton is limited to removing the existing sheet metal caps, providing curb adapters as we see fit to accommodate the new fans, and furnishing and installing the new fans. Electrical connections are assumed to be available and with sufficient power at each unit, therefore, we have not include any electrical costs, except for final connections to the new fans. All existing roof curbs shall remain intact. No roof patch or flashing is included.
42. All Environmental work is included as an Allowance in Section E.1. All lead based paint abatement and RR&P (remodel, renovate or paint) operations shall be part of the Environmental Allowance included in Exhibit E.1.
43. Intentionally omitted.
44. Intentionally omitted.
45. Design-Builder includes providing a new 800 amp distribution panel at DeDiego since the current 1200 amp panel is inadequate to handle the added electrical load.
46. The GMP revised August 19, 2013 is based on the items noted "Approved" that are contained in Exhibit 5.3. Value Engineering and Scope Reductions log dated 7/8/2013 (Updated 07.29.13).
47. The full replacement of the domestic hot/cold water piping throughout DeDiego may not necessarily require portions of the existing system to be removed in order for the new system to be installed. In such cases, the existing system shall be abandoned in place.
48. Intentionally omitted.
49. Book I, Article 1. In line five, after "Effective Date", strike "listed on the execution page of this Design-Build Agreement", and substitute "as of May 16, 2013".
50. Book I, Subsection 2.4.1.b. – f. Strike and substitute the following:
 - "b. Exhibit 5.4
 - c. Exhibit 5.3
 - d. the most current documents approved by the Commission pursuant to Subparagraph 3.1.2 as set forth in Exhibit 5.2
 - e. this Agreement except for the existing Contract Documents set forth in item f. below;
 - f. the Contract documents in existence at the time of execution of this Agreement which are set forth in Article 15; and

- g. the information provided by the Commission pursuant to Clause 4.1.2.1;
- h. the Commission's Program provided pursuant to Subparagraph 4.1.1.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above."

- 51. Book I, Section 3.2.1. In line one, after "the Work", strike "for each Scope of Work"; in line six, after "this Agreement", strike to end of Section 3.2.1 and substitute: "The Commission and the Design-Builder have agreed that the Cost of the Work has become a lump sum through a revised Exhibit 7 – Compensation/Cost of the Work that shall be initialed by the Executive Director of the Commission and the Design-Builder."
- 52. Book I, Section 3.2.2. In line one, after "Design-Builder shall", insert "submit a"; in line two, before "GMP Proposal", strike "with the".
- 53. Book I, Section 3.2.2.7. In line one, after "Lump Sum", strike the remainder and substitute "General Requirements".
- 54. Book I, Section 3.2.3. In line eight, after "Commission with", strike ": (i) prompt notice of its intent to use the Design-Builder's Contingency and (ii)".
- 55. Book I, Section 6.2.3. In line one, strike "Final" and substitute "Substantial".
- 56. Intentionally omitted.
- 57. Book I, Section 7.2.1.2. After "Design-Builder's", strike "fee and overhead" and substitute "Overhead and Fee".
- 58. Intentionally deleted.
- 59. Book I, Section 11.4. In line one, after "Except for", strike "damages . . . and excluding"; in line five, after "this agreement", strike to end of sentence; in line seven, after "waive", insert "consequential"; in line eight, after "waive", insert "consequential".
- 60. Intentionally omitted.
- 61. Exhibit 7, Section 2.c. Strike first three sentences.
- 62. Exhibit 7, Section 4. At beginning, strike "Commission Contingencies, Commission Allowances."
- 63. Exhibit 7, Section 5.c. At beginning, insert "Home office".
- 64. Exhibit 7, Sections 5.e. and 5.f. Strike each.

D. Henry Bros. Co. (DB) Compensation

- Base Scope Work and Change Orders performed on “Time & Materials” or “Cost Plus Fee” will be performed where Design-Builder’s own forces are involved at the “lump sum” Hourly Rates as set forth in Section I.F. of this Exhibit 5.4.
- Lump Sum. All items designated as “lump sum” are not subject to reimbursement to Commission for costs less than the “lump sum” in the event of audit except regarding Section 2.1.3.2 of Book 1 of the Agreement (prohibited contingent fees and gratuities), Articles 21 (Compliance with Laws) and 23 (MBE/WBE Special Conditions) of Book 2 of the Agreement.

E. ALLOWANCES

- 1. Intentionally omitted.**

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

1. DESIGN BUILDER'S OVERHEAD AND FEE. The Design Builder shall be paid a lump sum amount of overhead and fee of **\$1,800,000.00** in accordance with Article 7 of Book 1 and Exhibit 5.
2. COMPENSATION FOR DESIGN BUILD SERVICES, GENERAL CONDITIONS, GENERAL REQUIREMENTS, AND COST OF CONSTRUCTION
 - a. Design Builder shall be paid a lump sum of **\$14,500,000** as full compensation for General Condition, full compensation for General Requirements, full compensation for Design Phase Services in accordance with Article 7 of Book 1 and Exhibit 5, and full compensation for Cost of Construction.
 - b. GENERAL CONDITIONS ITEMS.
The Design Builder's General Conditions Items may include 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
 - .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
(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.

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

c. GENERAL REQUIREMENTS ITEMS

General Requirements Items may include the following as 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 Items may 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
- .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 Bidding Document CD's and Revisions
 - .7 Long Distance Communications

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .11 Pre-Conditions Site Survey
- .12 Settlement Survey
- .13 Vibration Monitoring
- .14 Indoor Air Quality Monitoring

3. OTHER COMPONENTS OF THE GMP

- a. 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.

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 shown in Exhibit 5 GMP with the description "Design Builder Allowance". 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. 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.

- 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

EXHIBIT 7 - COMPENSATION/COST 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.

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.

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 we, as the Principal entered into a certain Contract,
hereto attached, with the Commission dated _____, 20____, for the
furnishing, fabrication, delivery and installation of _____ in the referenced project area and other
miscellaneous work _____ hereof.

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 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		

SPECIMEN

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.

SPECIMEN

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 0413 and CG2037 0413. 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.

Kreit 3

ALONE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2013

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 Aon Risk Services Central, Inc. Chicago IL Office 200 E. Randolph, 12 th Floor Chicago, IL 60601 USA	Contact Name: Laura Sereika or Jennifer Trezn Phone (A/C No. Ext): 312-381-2602 or 312-381-4304 F-Mail Address: laura.sereika@aon.com or jennifer.trezn@aon.com	FAX (A/C No.): 312-381-0276
	INSURER (\$ AFFORDING COVERAGE)	
INSURED Henry Bros. Co. 9821 S. 78 th Avenue Hickory Hills, IL 60457 USA	INSURER A: Phoenix Insurance Company	NAIC # 25623
	INSURER B: Charter Oak Fire Insurance Company	25815
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D: Travelers Casualty & Surety Company	19038
	INSURER E: Catlin Specialty Insurance Company	15989
	INSURER F: Allied World Assurance Company (U.S.), Inc.	19489

COVERAGES CERTIFICATE NUMBER: 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	DTCO1D259546 PHX13	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000																
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	X	X	DT8101D259546 COF13	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$																
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE \$ 0 <input type="checkbox"/> RETENTION \$ 0			US00057796LI13 A (Follow Form)	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ \$																
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> N (MANDATORY IN NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS below	N/A	X	DTAUB1D259546 13	05/01/2013	05/01/2014	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>WC STATUTORY LIMITS</td> <td><input type="checkbox"/></td> <td>OTHER</td> </tr> <tr> <td colspan="4">E.L. EACH ACCIDENT \$ 1,000,000</td> </tr> <tr> <td colspan="4">E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td colspan="4">E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </table>	<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			
<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																							
E	Contractor's Professional			CPL2081900514	05/01/2013	05/01/2014	\$2M Occurrence/\$2M Aggregate; \$25,000 Ded. Retro Date - 04/23/1998																
F	Project Specific Pollution-Contractors Controlled Program	X	X	03084498	06/24/2013	08/25/2013	\$5M Occurrence/\$5M Aggregate \$25,000 Ded. Coverage includes (3) Year ERP																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: 2013 School Investment Program - (Project 3) - Includes Chapin Elementary, 2450 W. Rice Street, Chicago, IL; Clemente, 1147 N. Western, Chicago, IL; De Diego, 1313 N. Claremont Avenue, Chicago, IL; Jenner, 1119 N. Cleveland, Chicago, IL; Lewis, 1431 N. Learnington Ave., Chicago, IL; Morton, 431 N. Troy, Chicago, IL and Ryerson, 646 N. Lawndale Avenue, Chicago, IL

The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, their respective Board members, employees, elected officials, officers or representatives are named as Additional Insureds under the general liability, automobile & project pollution policies but only with respect to the liability arising from the work performed by or on behalf of the named insured in connection to the above project as required by written contract or agreement. Insurance is provided on a primary and non-contributory basis but only to the extent required by written contract or agreement. Waiver of Subrogation in favor of the listed entities included under the general liability, automobile, workers' compensation and project pollution policies as required by written contract or agreement.

CERTIFICATE HOLDER Public Building Commission of Chicago Procurement Department Richard J. Daley Center 50 W. Washington, Room 200 Chicago, IL 60602	CANCELLATION 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 AON RISK SERVICES CENTRAL, INC. © 1988-2010 ACORD CORPORATION. All rights reserved
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COI - HENRY BROS. CO. 9821 S. 78th AVE. HICKORY HILLS, IL 60457
 18000-00-03-09-02



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

07/02/2013

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

AGENCY Aon Risk Services Central, Inc. 200 E. Randolph, 12th Floor Chicago, IL 60601		PHONE (A/C, No. Ext): 312-381-2602	COMPANY Travelers Property Casualty Company of America	
FAX (A/C, No): 312-381-0276	E-MAIL ADDRESS: lsura.sereika@aon.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER N/A		
INSURED Henry Bros. Co. 9821 South 78th Avenue Hickory Hills, IL 60457 (See Below for Continued Named Insureds)		POLICY NUMBER QT6606B2671B7TIL13		
		EFFECTIVE DATE 05/01/2013	EXPIRATION DATE 05/01/2014	
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED		
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Project - 2013 School Investment Program - (Project 3) - Includes Chopin Elementary, 2450 W. Rice Street, Chicago, IL; Clemente, 1147 N. Western, Chicago, IL; De Diego, 1313 N. Claremont Avenue, Chicago, IL; Jenner, 1119 N. Cleveland, Chicago, IL; Lewis, 1431 N. Leamington Ave., Chicago, IL; Morton, 431 N. Troy, Chicago, IL and Ryerson, 646 N. Lawndale Avenue, Chicago, IL (Project Term - 08/24/2013 to 08/25/2013)
 Continued Named Insureds include: all subcontractors of any tier, Public Building Commission of Chicago, Board of Education of the City of Chicago and the City of Chicago

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Special Causes of Loss, Subject to Policy Exclusions		
Replacement Cost, Coinsurance 0%		
Hard Cost		
Existing Structure	\$12,000,000	\$ 5,000
Flood Annual Aggregate	\$ 1,000,000	\$25,000
Earthquake Annual Aggregate	\$10,000,000	\$25,000
Temporary	\$10,000,000	\$25,000
Transit	\$ 500,000	\$ 5,000
Ordinance or Law (Up to \$500,000)	\$ 500,000	\$ 5,000
Debris Removal - (Up to 25%/\$250,000)		

REMARKS (Including Special Conditions)

Coverage includes but not limited to: Permission to Occupy, Equipment Breakdown, Fungus - \$25,000 Annual Aggregate, Expediting Costs and Additional Costs of Construction Materials and Labor - Up to 5%/\$100,000, Valuable Papers and Records - Up to \$50,000 and Construction Equipment, Landscaping and Signs - \$10,000.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Public Building Commission of Chicago Richard J. Daley Center 50 W. Washington Street, Room 200 Chicago, IL 60802	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.	

ACORD 27 (2009/12)

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1965

PERFORMANCE AND PAYMENT BOND

Contract No. PS1965

Bond No. 105934402

KNOW ALL MEN BY THESE PRESENTS, that we, HENRY BROS COMPANY

a corporation organized and existing under the laws of the State of IL, with offices in the City of Hickory Hills, State of Illinois, as Corporate Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of CT, 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 Sixteen Million Three Hundred Thousand Dollars and No Cents (\$16,300,000.00) 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 _____, for the furnishing, fabrication, delivery, and installation of 2013 School Investment Program – Project 3, Request for Proposals for Design-Build Services, Contract Number PS1965

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 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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1965

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 Sixteen Million Three Hundred Thousand Dollars and No Cents (\$16,300,000.00), 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. PS1965

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 23rd 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

HENRY BROS. COMPANY

CORPORATE SEAL

ATTEST:

BY _____

Corporate Principal
BY William A. Callaghan
Sec. J.P.

Title

Title

BY Diane M. O'Leary
Diane M. O'Leary
200 E. Randolph, Chicago, IL 60601
312-381-2155
Business Address & Telephone

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
Corporate Surety
Linda M. Napolillo
Title Linda M. Napolillo, Attorney-In-Fact
CORPORATE SEAL

FOR CLAIMS (Please Print):
Contact Name: Matthew Donovan

Business Address: 215 Shuman Blvd., Naperville, IL 60563

Telephone: 630-961-4495 Fax: 866-216-5979

The rate of premium of this Bond is \$ _____ **
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. The Commission will not accept a facsimile signature.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1965

** 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 _____, corporation named as Principal in the foregoing performance and payment bond, that _____ who signed on behalf of the Principal was then _____ 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 ____ day of ____ 2013.


CORPORATE SEAL

ACKNOWLEDGEMENT BY SURETY

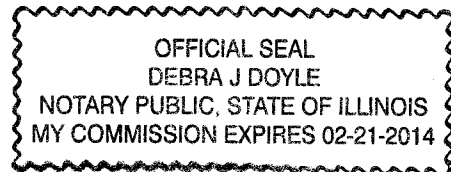
STATE OF ILLINOIS
COUNTY OF COOK

On this 23rd day of August 2013, before me, Debra J. Doyle a Notary Public, within and for said County and State, personally appeared Linda M. Napolillo to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226624

Certificate No. 005566812

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Marcia K. Cesafsky, Triniy R. Garcia, Christopher P. Troha, Linda M. Napolillo, and Derek Elston

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of AUGUST, 20 13.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

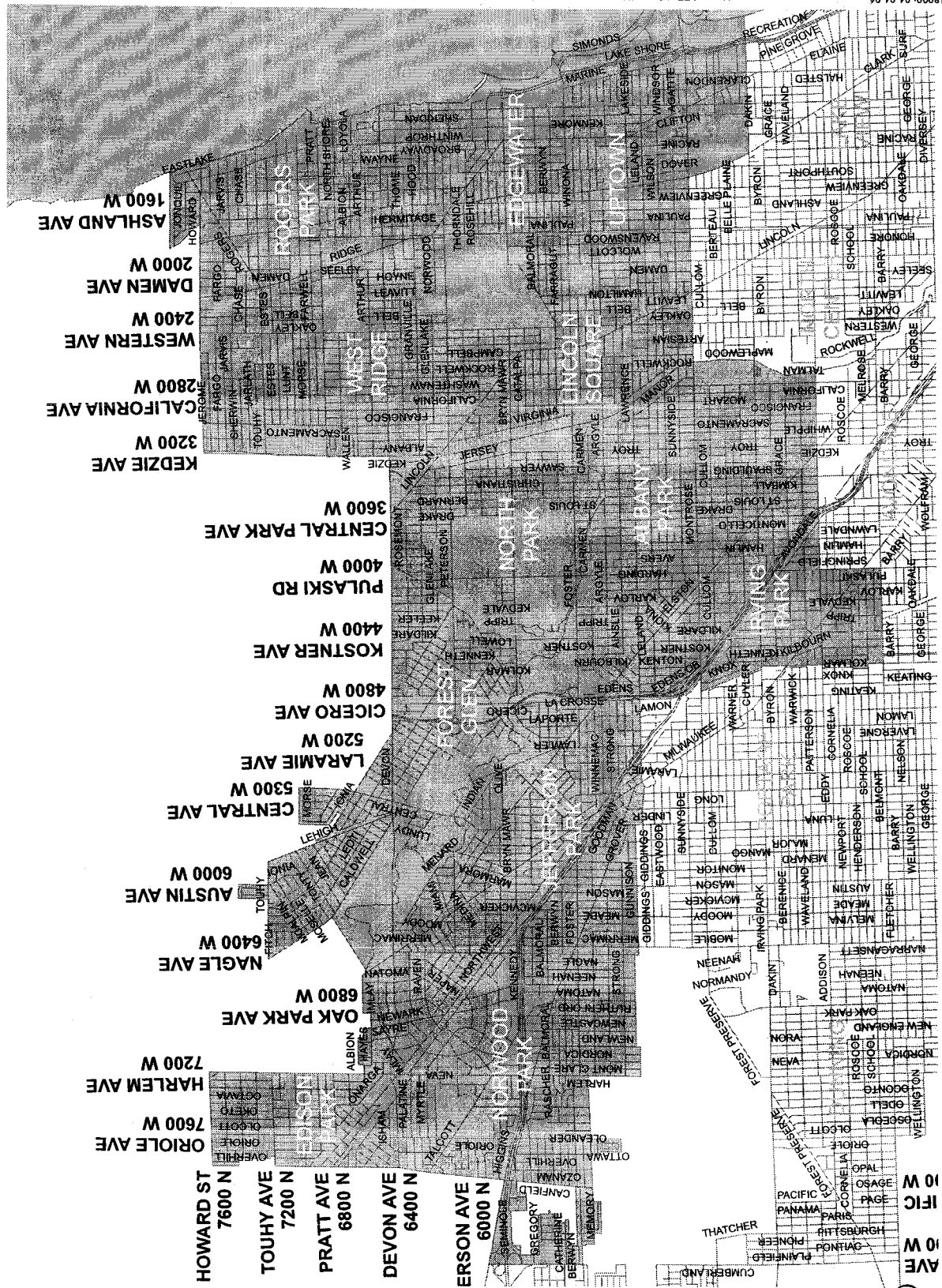


To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

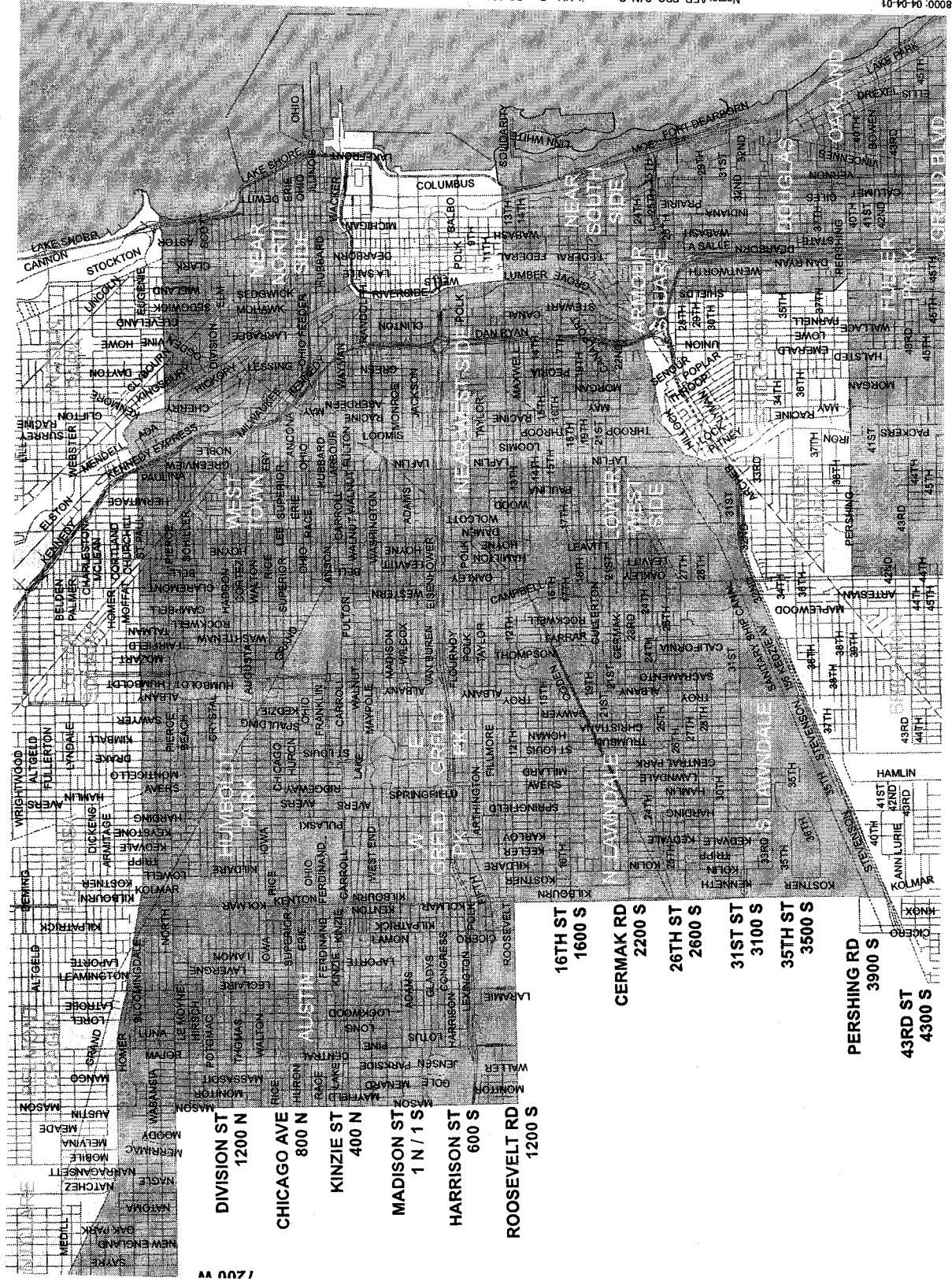
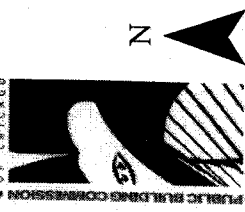


- Zone A
- Zone B
- Zone C

- 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



DIVISION ST
1200 N

CHICAGO AVE
800 N

KINZIE ST
400 N

MADISON ST
1 N / 1 S

HARRISON ST
600 S

ROOSEVELT RD
1200 S

16TH ST
1600 S

CERMAK RD
2200 S

26TH ST
2600 S

31ST ST
3100 S

35TH ST
3500 S

PERSHING RD
3900 S

43RD ST
4300 S

- 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

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

DESIGN-BUILDER: HBCO 2013 School Investment Program, LLC (H.B.Co)

PROJECT NO.: 3

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Solai & Cameron	Low Voltage Systems	\$71,800	
Power One Supply	Electrical Materials	\$108,200	
Dekayo Corporation	HVAC Contractor	\$901,970	
Diaz Interior Contractors	Interior Finishes	\$827,942	
Edon Construction	Carpentry		\$522,010
E.E. Bailey Bldg Materials & Supply	Painting		\$12,802
Garth Building Products & Serv.	Plumbing Materials	\$400,000	
Lockhart Security Agency	Security Services	\$125,000	
MSM Solutions	Painting	\$76,812	
Premier Plumbing Supply Co., Inc.	Plumbing Supplier	\$72,000	
STR Partners	AOR	\$504,486	
Suarez Electric	Electrical	\$482,000	
Bills Shade & Blind Service, Inc.	Window Treatment	\$29,015	
Carnow Cornibear	Abatement Consultants	\$70,000	
TOTALS:		\$3,669,225	\$534,812
COMMITMENT PERCENTAGE AS COST OF THE WORK:		23%	3%

PUBLIC BUILDING COMMISSION OF CHICAGO

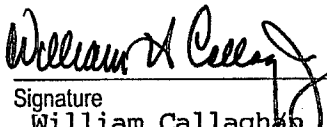
Contract No. XXXX
[PROJECT NAME]

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation
(2 of 2)

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

Henry Bros. Co.
Name of Contractor (Print)
8/19/2013
Date
(708) 430-5400
Phone


Signature
William Callaghan
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

SECTION VI – DISCLOSURE AFFIDAVIT

PROPOSER INFORMATION	
NAME OF DESIGN-BUILD ENTITY	Henry Bros. Co.
CONTACT PERSON	William H. Callaghan, Jr.
ADDRESS	9821 S. 78th Avenue
CITY, STATE, AND ZIP CODE	Hickory Hills, IL 60457
TELEPHONE NUMBER	708-430-5400
FAX NUMBER	708-430-8262
E-MAIL ADDRESS	bcallaghan@henrybros.com

(1) DISCLOSURE OF OWNERSHIP INTERESTS

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: Illinois

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

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

Names:	Titles:
* See Appendix F for List of Officers	
_____	_____
_____	_____
_____	_____

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

N/A

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
George W. Ferrell	50 %
William H. Callaghan, Jr.	50 %
_____	_____ %
_____	_____ %

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
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

(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;

- 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.

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/FEES

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.

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.

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:

(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.

William H. Callaghan, Jr.
Signature of Authorized Officer

William H. Callaghan, Jr.
Name of Authorized Officer (Print or Type)

Executive Vice President/Secretary
Title

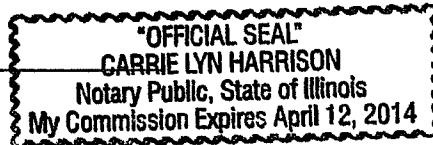
708-430-5400
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 30th day of April, 2013 by
William H. Callaghan, Jr. (Name) as Executive Vice President/Secretary (Title) of
Henry Biss Co. (Bidder/Proposer or Contractor)

Carrie Lyn Harrison
Notary Public Signature and Seal



HENRY BROS. CO.

Appendix F
Officers of Corporation



Names of all Officers of Corporation

Name

George W. Ferrell
William H. Callaghan Jr.
Mark Schafer
Stan Jagielski
Mike Concannon, Jr.
Marc A. Deneau
Thomas O'Brien

Title

President
Secretary
Chief Estimator
Vice President Project Management
Vice President Field Operations
Vice President Business Development
Vice President Project Development

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:

- b. Description of goods or services to be provided under Contract:

- c. Name of Proposer:

- (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: X

(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.

William H. Callaghan, Jr.
Signature

April 30, 2013
Date

William H. Callaghan, Jr.
Name (Type or Print)

Executive Vice President/Secretary
Title

Signed and sworn to before me on this 30th day of April, 2013 by
William H. Callaghan, Jr. (Name) as EVP/Secretary (Title) of
Henry Bass Co. (Bidder/Proposer or Contractor).

Carrie Lyn Harrison
Notary Public Signature and Seal

