

**EXHIBITS**  
**TO**  
**DESIGN-BUILD AGREEMENT**  
**BETWEEN**  
**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**AND**  
**BLINDERMAN CONSTRUCTION COMPANY, INC.**  
**2013 SCHOOL INVESTMENT PROGRAM**  
**PROJECT NUMBER 02**  
**CONTRACT NUMBER PS1964**  
**PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Rahm Emanuel  
*Chairman*

Erin Lavin Cabonargi  
*Executive Director*

Public Building Commission  
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JULY 2013



## **EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES**

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



## **EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES**

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



## **EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES**

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



## **EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES**

21. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
22. Architect Engineer shall provide no less than 12 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect Engineer's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
23. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project. (IF APPLICABLE)
24. Architect Engineer to conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
  - a. The Design Builder is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
25. Submittal, Record Document and Close requirements set forth in Book 2A, Standards Terms and Conditions Procedures Manual for Design Build Projects.

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## **EXHIBIT 2 – SCOPE AND PERFORMANCE CRITERIA**

Design Builder acknowledges receipt of the initial Scope and Performance Criteria dated May 16, 2013, Update 1 to the Scope and Performance Criteria dated May 24, 2013, Update 2 to the Scope and Performance Criteria dated May 29, 2013, and Update 3 to the Scope and Performance Criteria dated June 4, 2013 for all schools in Project 02. 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 02.



Lincoln Park High School Drawing Index  
Final GMP Construction Set: July 19, 2013

GENERAL

G1.0	COVER SHEET
A-0.00	CODE MATRIX & DRAWING INDEX
A-0.10	GENERAL NOTES
A-0.20	ABBREVIATIONS AND SYMBOLS

ARCHITECTURAL SITE

A-1.00	FLOOR PLANS
D-1.01	DEMOLITION FLOOR PLAN – SCIENCE LAB 224
D-1.02	DEMOLITION FLOOR PLAN – SCIENCE LAB 253
A-1.01	FLOOR PLAN – SCIENCE LAB 224
A-1.02	FLOOR PLAN – SCIENCE LAB 253
A-1.03	FLOOR PLAN – CHEMISTRY 027
A-1.04	FLOORING DETAIL PLAN SCIENCE LAB 224
A-1.05	FLOORING DETAIL PLAN SCIENCE LAB 224
A-4.01	INTERIOR ELEVATIONS – SCIENCE LAB 224 & SCIENCE PREP ROOM 224A
A-4.02	INTERIOR ELEVATIONS – SCIENCE LAB 253 & SCIENCE PREP ROOM 253B
A-4.03	CASEWORK DETAILS
A-5.01	DOOR SCHEDULE AND DETAILS
A-5.01	ROOM FINISH SCHEDULE

STRUCTURAL

S4.1	FRAMING, SECTIONS & DETAILS
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MECHANICAL

M-1.00	GENERAL NOTES
M-1.01	MECHANICAL FLOOR PLANS – SCIENCE LAB 224
M-1.02	MECHANICAL FLOOR PLANS – SCIENCE LAB 253
M-1.03	MECHANICAL ATTIC/ROOF PLANS – SCIENCE LAB 224
M-1.04	MECHANICAL SCHEDULES AND DETAILS
M-1.05	RISER DIAGRAM AND TEMPERATURE CONTROLS

PLUMBING

P-1.01	PLUMBING FLOOR PLANS – SCIENCE LAB 224
P-1.02	DEMOLITION PLUMBING FLOOR PLANS – SCIENCE LAB 253
P-1.03	PLUMBING FLOOR PLANS – SCIENCE LAB 253
P-1.04	PLUMBING PIPING DIAGRAMS



P-1.05 PLUMBING PIPING DIAGRAMS

ELECTRICAL

E-0.00	ELECTRICAL SYMBOLS, ABBREVIATIONS AND NOTES
E-1.01	ELECTRICAL FLOOR PLANS – SCIENCE LAB 224
E-1.01	ELECTRICAL FLOOR PLANS – SCIENCE LAB 253
E-2.00	ELECTRICAL PARTIAL ONE-LINE DIAGRAM
E-2.01	ELECTRICAL DETAILS
E-2.02	ELECTRICAL DETAILS



Northwest Middle School Drawing Index  
Final GMP Construction Set: July 19, 2013

GENERAL

G0.1	COVER SHEET/CODE MATRIX/LOCATION MAPS
G0.2	GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS
G0.3	MOUNTING HEIGHTS & GENERAL SIGNAGE INFO
G0.4	GENERAL SIGNAGE INFORMATION

ARCHITECTURAL SITE

AS1.0	ARCHITECTURAL SITE PLAN
AS1.1	ARCHITECTURAL SITE PLAN - DETAILS
A1.0	GROUND FLOOR PLAN
A1.1	FIRST FLOOR PLAN
A1.2	SECOND FLOOR PLAN
A1.3	ROOF PLAN
A4.0	MAIN BUILDING EXTERIOR ELEVATIONS
A4.1	BUILDING ADDITION EXTERIOR ELEVATIONS
A8.0	ENLARGED PLANS
A8.1	INTERIOR ELEVATIONS
A8.2	DETAILS AND SCHEDULES
A8.3	PARTITION TYPES, INTERIOR ELEVATIONS, AND DETAILS
A12.1	OPENING SCHEDULES AND DETAILS
A13.1	FINISH SCHEDULES

MECHANICAL

M000	MECHANICAL LEGENDS
M100	MECHANICAL BASEMENT FLOOR PLAN
M102	MECHANICAL SECOND FLOOR PLAN

PLUMBING

P000	PLUMBING LEGENDS, SCHEDULES AND NOTES
PD100	BASEMENT FLOOR PLAN - DEMO
P100	BASEMENT FLOOR PLAN

ELECTRICAL

E000	ELECTRICAL LEGEND
E100A	GROUND FLOOR ZONE A
E100B	GROUND FLOOR ZONE B
E100C	GROUND FLOOR ZONE C
E101A	1ST FLOOR ZONE A
E101B	1ST FLOOR ZONE B



E101C  
E102A  
E102B  
E102C  
E300

1ST FLOOR ZONE C  
2ND FLOOR ZONE A  
2ND FLOOR ZONE B  
2ND FLOOR ZONE C  
ELECTRICAL RISER



Marshall Middle School Drawing Index  
Final GMP Construction Set: July 19, 2013

SHEET	DESCRIPTION	SHEET	DESCRIPTION
	<b>GENERAL</b>		<b>MECHANICAL</b>
G1.00	Cover Sheet and Location Maps	M000	Mechanical Legends
G1.01	Index of Drawings	M001	Mechanical Notes and Schedules
–	Plat of Survey	M100	Mechanical Basement Floor Plan
		M101A	Mechanical First Floor Partial Plan
	<b>ARCHITECTURAL</b>	M101B	Mechanical First Floor Partial Plan
AD4.20	Enlarged Demolition Plans	M102 A	Mechanical Second Floor Partial Plan
AD4.21	Enlarged Demolition Plans	M102B	Mechanical Second Floor Partial Plan
A0.10	Site Plan	M103A	Mechanical Third Floor Partial Plan
A1.00	Basement Floor Plan – Composite	M103B	Mechanical Third Floor Partial Plan
A1.10	First Floor Plan – Composite	M104A	Mechanical Fourth Floor Partial Plan
A1.20	Second Floor Plan – Composite	M104B	Mechanical Fourth Floor Partial Plan
A1.30	Third Floor Plan – Composite		
A1.40	Fourth Floor Plan – Composite		<b>ELECTRICAL</b>
A1.50	Roof Floor Plan – Composite	E000	General Notes, Legend & Schedules
A1.51	Roof Details	E100	Electrical Basement Floor Plans
A2.00	Partition Types	E101A	Electrical First Floor Partial Plan
A2.10	Room Finish Schedule	E101B	Electrical First Floor Partial Plan
A2.11	Interior Signage Schedule	E102A	Electrical Second Floor Partial Plan
A2.20	Door Schedule, Door Types and Details	E102B	Electrical Second Floor Partial Plan
A2.21	Enlarged Door Plans and Details	E103A	Electrical Third Floor Partial Plan
A2.30	ADA Reference Details	E103B	Electrical Third Floor Partial Plan
A2.31	ADA Reference Details	E104A	Electrical Fourth Floor Partial Plan
A2.32	ADA Reference Details	E104B	Electrical Fourth Floor Partial Plan
A2.33	ADA Reference Details	E200	Electrical Kitchen and Reception
A2.34	ADA Reference Details	E201	Electrical Second Floor Classrooms
A2.35	ADA Reference Details	E202	Electrical Third Floor Classrooms
A2.36	ADA Reference Details	E203	Electrical Fourth Floor Classrooms
A4.10	Enlarged Floor Plans	E204	Electrical Fourth Floor Classrooms
A4.11	Enlarged Floor Plans	E205	Electrical Fourth Floor Classrooms
A4.12	Enlarged Floor Plans	E300	Electrical Basement & First Floor Toilets
A4.13	Enlarged Floor Plans	E301	Electrical Second & Third Floor Toilets
A4.14	Enlarged Floor Plans	E302	Electrical Fourth Floor Toilets
A4.15	Enlarged Floor Plans	E303	Electrical Unisex Toilets
A4.20	Enlarged Floor Plans	E400	Electrical First Floor Admin Suite
A4.21	Enlarged Floor Plans	E401	Electrical Second Floor Admin Suite
A4.25	Rooms 400 & 412	E402	Electrical Fourth Floor Admin Suite
A4.26	Locker Scope Plans	E403	Electrical Fourth Floor Admin Suite
A4.30	Enlarged Floor Plans	E500	Electrical Panel Schedules and Riser
A4.40	Enlarged Floor Plans	E501	Existing Panel Schedules



Marshall Middle School Drawing Index  
Final GMP Construction Set: July 19, 2013

A4.50	Enlarged Floor Plans		
A4.60	Auditorium Ceiling Plan		<b>PLUMBING</b>
A5.10	Interior Elevations	P000	Plumbing Legends
A5.11	Interior Elevations	P001	Plumbing Notes and Schedules
A5.20	Science Lab Casework Types, Details and Notes	PD100	Plumbing Basement Floor Demo Plans
A5.21	Office Casework Types, Details and Notes	P100	Plumbing Basement Floor Plans
A6.12	Reflected Ceiling Plans	P101	Plumbing First Floor Partial Plan
A7.00	Exterior Ramp Demo Plans	P102	Plumbing Second Floor Partial Plan
A7.01	Exterior Ramp Plans	P103	Plumbing Third Floor Partial Plan
A7.02	Exterior Ramp Sections	P104	Plumbing Fourth Floor Partial Plan
A7.10	Vertical Circulation – Demolition	P200	Enlarged Toilet Room – Basement
A7.11	Vertical Circulation	P201	Enlarged Toilet Room – First Floor
A7.12	Vertical Circulation	P202	Enlarged Toilet Room – Second Floor
A7.13	Vertical Circulation	P203	Enlarged Toilet Room – Third Floor
A7.14	Vertical Circulation	P204	Enlarged Toilet Room – Fourth Floor
A7.20	ADA Improvements @ Existing Stairs		
	<b>STRUCTURAL</b>		
S0.1	General Structural Notes		
S1.1	General Structural Notes		
S2.1	Foundations, Framing Sections, and Details		
S2.2	Foundations, Framing Sections, and Details		
S3.1	Framing, Sections and Details		
S4.1	Framing, Sections and Details		



**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:



## Assumptions / Clarifications / Qualifications / Exclusions for Package 2 – SIP

June 12, 2013, Revised July 1, 2013, Revised July 12, 2013, Revised July 22, 2013

- 1) Classroom layouts were revised / confirmed and programmatic questions were last answered at a June 5, 2013 PBC Design Review Meeting. Lateness of these decisions will result in sole sourcing of certain material items to ensure best possible delivery times, including items such as laboratory casework, doors and frames, etc.
- 2) Certain subcontractors were identified in our initial proposal as design assist partners for this program and as such will be the only price received for their trade; Hernandez Mechanical (plumbing), QuBar Inc (HVAC), and Pagoda/Broadway Electric.
- 3) .
- 4) Per PBC meeting with CPS May 22, 2013, GWS will be responsible to move all furniture, books, supplies, electronics, etc for all re-programmed rooms at all schools in Package 2. Furniture and items in rooms not being re-programmed for a different type of space shall be the responsibility of the Design Builder to move/return to accomplish scope of work. Timely completion is contingent upon removal of all furniture, books, supplies, electronics, etc. by June 26, 2013.
- 5) Notes, questions, and issues indicated in PBC provided Scope Sheets for each school that are listed, but that are without a quantity or associated cost have not been included in GMP.
- 6) Fume hoods in new Science rooms are only included for high school Level 1 labs. [Marshall Middle School labs are updated to HS standards as clarified by Mr. Art Del Muro on June 26, 2013.](#) [Marshall Middle School lab fume hood is deleted per direction from PBC on July 6, 2013.](#)
- 7) Full time quality control and safety oversight is being provided for the project, not at each individual school within the project. Full time supervision will be provided at each individual school.
- 8) .
- 9) MMS – elevator lobbies and FRP doors will not be completed by August 12, 2013, along with elevator equipment itself. Temporary hollow metal doors [can be provided](#) to be furnished and installed, [if necessary](#), until FRP doors and aluminum frames are available. Also, certain current ADA facilities cannot be removed until new elevator is operational. [Due to differing conditions discovered below the existing basement slab, redesign of foundations was required and elevator shaft will not be completed by August 12, 2013, and other exterior work contingent on completion of the shaft will also need to be completed beyond August 12, 2013.](#)
- 10) MMS – the existing southwest entrance patio used by Kidwatch (day care tenant) currently exceeds allowable ADA cross slope. Work in Scope Sheets for MMS only addresses ramp/stairs from back of sidewalk to edge of patio, not edge of patio to door threshold. No work has been included to bring existing patio up to ADA requirements. [Kidwatch entry \(SW entry\) work has been deleted from the scope as noted below.](#)
- 11) MMS – PBC provided Scope Sheets do not show nor indicate any work in connected structure across north half of property commonly referred to as the “Convent”. Blinderman has not included any scope or cost for any work in the Convent, nor any work that may become



necessary for code required isolation or separation of the Convent from the rest of the renovation school.

- 12) MMS – during initial roof investigations, significant masonry deterioration has been observed above new proposed roofing system to be installed. Also, parapet restoration work is only called out for the west side of the building, but not the identical condition along the south parapet. The tuckpointing and rebuilding of existing masonry above the roof level, as described in FGM's field report, has now been included in the GMP. Raising of the masonry parapet at the west elevation has been deleted from the GMP. Addition of a wood parapet with a sheet metal cap at the east roof has been included in the GMP. The convent roof has been deleted from the GMP. All of the above is as reviewed with the PBC at our design review on June 24, 2013. The parking garage roof is still in the GMP, but can be deleted if the PBC / CPS so desires. Roofing work other than completion of area already removed has been deleted from the scope as noted below. The DB has included in its revised GMP an allowance of \$50,000.00 for patching or repairing of the existing roof as necessary to address current sources of water infiltration. Any unused allowance amount will be credited back to the PBC.
- 13) MMS – per PBC meeting with CPS May 22, 2013, an exhaust hood is not required for a mobile hot food service (MHFS) and is not included in our GMP. The MHFS line has been deleted from the scope. All MHFS equipment has already been procured and will be turned over to the PBC / CPS.
- 14) MMS – infill of stepped flooring in Art Room 420 will be via foam insulation and concrete topping similar to scope in Gym Balcony Room 311, not structural steel framing, decking and concrete topping as indicated in Scope Sheet for Room 420. Currently, lower sections of stepped flooring appear to be filled in with wood framing and subfloor which shall be removed and replaced with foam insulation.
- 15) MMS – Concord square foot estimate for existing roof was verified and the GMP has been adjusted accordingly. N/A – See 12 above.
- 16) MMS – common room refinishing scope included both patch/repair existing plaster ceiling and installation of new ACT ceiling. Per clarification from PBC, existing plaster ceilings to remain and be patched/painted, and no ACT to be provided.
- 17) MMS – new window shade quantities have been reduced in the GMP to match the original scope quantities.
- 18) MMS – plumbing scope still includes repairs of six locations of damaged roof drain piping discovered after camera investigation per PBC direction at coordination meeting.
- 19) MMS- plumbing scope still includes replacement of all domestic water risers in the common Boys/Girls chase per PBC direction at coordination meeting.
- 20) .
- 21) NWMS – neither an elevator nor a playground have been included in the GMP.
- 22) NWMS – scope sheets indicate lowering fire extinguisher cabinets to 27" AFF. Lowering to 27" is an issue when the item projects from the wall face more than 4", which in this case, they do not. The existing fire extinguisher cabinets are already fully recessed. We have not included any cost in our GMP to modify the fire extinguisher cabinets as discussed with the PBC.
- 23) NWMS - Concord square foot estimate for hot mix asphalt (HMA) coating off by 50% (20,000SF estimate vs. 30,000SF actual). Actual square footage included in GMP. Change in parking lot



square footage also increased quantity of HMA repairs which was based on 20% of parking lot SF.

- 24) PBC provided Scope Sheets dated June 4, 2013 have room headers for 224 and 253, but individual line items or work have not changed from original room assignments of 129 and 224. Similar types of work were lined up to compare, but specific scopes per line are in fact referring to two different rooms in each case.
- 25) All marker boards, projection screens, toilet accessories, and toilet compartments are per VDB and Room accessories schedule in the GMP set. [Removal of an existing triple track marker board has been deleted from the GMP as requested by CPS and confirmed by the PBC.](#)
- 26) Removal of existing and installation of new/replace window unit AC units, infill panels, and brackets to be by PBC. Coordination, receiving, unloading, and stocking of all items listed above to be by Blinderman.
- 27) The existing day care at Marshall Middle School must be relocated and vacated by June 26, 2013 for the Design Builder to be able to proceed with its work timely.
- 28) All Design Builder estimates and spreadsheets provided are proprietary work products and are to be treated as confidential, whether or not each is marked as such.
- 29) The existence of the day care at Marshall Middle school has raised significant questions and concerns from the permitting authority in preliminary review of fire alarm drawings, including comments regarding possible partitioning of spaces, change in space classification, increased wall rating requirements, etc. This scope has not been defined and the contractor has no cost associated with this matter included in its GMP.
- 30) Book 1, Article 3.3.4 indicates Design Builder is to include cost of permits as a Cost of the Work. Permit costs are normally waived for PBC work. Therefore, the Design Builder has not included any costs for building permits in its GMP.
- 31) .
- 32) The timing of furnishing of bonds cannot stipulate that they must be received and approved 10 days before work can begin.
- 33) . PBC is to strike the requirement for approval of drawings.
- 34) Exhibit 1 Clauses 6, 7, 8, 9, 10, 12, 13, and 14 are to be struck or noted as not applicable.
- 35) Long lead items may require to be released prior to PBC approval as currently required by Exhibit 1 Clauses 15, 16 and 17, or relief on time period for installation may be required.
- 36) Testing is the responsibility of the PBC and no costs for this are included in the GMP. Further, the expedited nature of the work may not allow a testing plan to be completed 10 days prior to the start of any work.
- 37) .
- 38) Book 1, Clause 2.4.3 states the DB Fee includes overhead. This is inconsistent with other provisions and e-mails, spreadsheets, etc received from the PBC. Overhead is to be compensated separately from the DB Fee and is [on a separate line from General Conditions and Requirements on the most recent PBC spreadsheet.](#) The amount is calculated at 8% of (A) + (B).
- 39) [MMS – Fixture counts have been adjusted in our GMP to reflect fixtures as required by the 95% drawings from FGM.](#)
- 40) [MMS – Existing structural conditions at walls being removed at the new elevator location cannot be determined until after demolition, and the contractor has included an allowance of](#)



\$20,000.00 for additional structural work at this area. This specific allowance has been removed by the DB and any costs will be addressed by the DB contingency.

- 41) MMS and NWMS – All new railings are figured as painted steel in lieu of stainless steel due to lead times.
- 42) MMS and NWMS – At many locations where plaster repairs are indicated, the contractor has included GWB instead in its GMP to decrease the time necessary before painting can proceed.
- 43) General – The extent of cutting and patching of existing wall, floors and ceilings that will be needed for new work has not been fully determined. Additionally, due to the late revisions to scope there are undoubtedly unaccounted for exclusions in subcontractor's proposals. Therefore, the contractor has included an allowance of \$100,120.00 in its GMP for these items.
- 44) MMS – Our GMP reflects retaining much of the existing south entrance as reflected on the 95% drawings from FGM.
- 45) LPHS – The additional fans and ductwork needed to meet City ventilation code requirements has been included in our GMP.
- 46) General – The contractor has deleted all watch service costs from its general conditions and if any watch service proves to be necessary, any such costs are to be reimbursed either out of the DB Contingency or the Commission's Contingency.
- 47) General – The contractor has included an allowance of \$20,000.00 for dehumidification if this is found to be necessary to create environmental conditions to allow work to proceed. This specific allowance has been removed by the DB and any costs will be addressed by the DB contingency.
- 48) General – An allowance of \$46,108.00 is included for subcontractor bonds. If our surety waives this requirement, the allowance will be returned to the Commission. This specific allowance has been removed by the DB.
- 49) The GMP does not include any of the scope revisions that the contractor was not aware of prior to Thursday of last week (e.g. some of the items in Art's e-mails of June 28, 2013). The DB has included the costs associated with the revisions in Art Del Muro's e-mail of June 28, 2013. Any items missed will be taken from the DB contingency.
- 50) Per Mr. Paul Spieles e-mail of July 6, 2013, our revised GMP reflects the following:
  - a. Marshall elevator remains in scope
  - b. Marshall auditorium work is deleted except for ADA related work
  - c. Marshall southwest (Kidwatch) entry work has been deleted
  - d. Marshall science lab has been changed from Type I to Type III (e.g. no hood)
  - e. Marshall unisex bathroom remains in scope
  - f. Marshall roofing work is deleted, except for replacement of roof at areas where existing was already removed. Rodding and repairing of roof drains remains in scope. The DB has included in its revised GMP an allowance of \$50,000.00 for patching or repairing of the existing roof as necessary to address current sources of water infiltration. Any unused allowance amount will be credited back to the PBC.
  - g. Marshall wood floor in 411 was determined to be too deteriorated to salvage.
  - h. Marshall wood floor in 413 will be retained and refinished.
  - i. Northwest library to be split 1/3 – 2/3. Revised GMP does NOT include any costs to repair or replace existing cooling equipment serving this space.



- j. Northwest gym roof is not in scope.
  - k. Savings associated with directives on revised conduit requirements has been included
  - l. Savings associated with revised pricing from Carroll has been included (based on verbal only – no revised pricing formally received)
  - m. Marshall unit ventilator pricing was verified during June 21, 2013 meeting with PBC, CPS and Concord
  - n. Electrical subcontractor has reduced pricing by approximately \$110,000.00 which is reflected in revised GMP. This amount is exclusive of any price revisions for scope changes.
- 51) Further revisions reflected in GMP:
- a. Costs for increased scope at Art Room B 07 at Northwest have been included in revised GMP.
  - b. The MHFS line at Marshall has been deleted from the scope. All MHFS equipment has already been procured and will be turned over to the PBC / CPS
- 52) Additionally, certain discovered conditions where demolition work had already been completed or where added work is required to complete project scope were also included in the revised GMP. These items are:
- a. Lincoln Park – removal of concrete haunches
  - b. Lincoln Park – lowering of ceiling below Room 253 for MEP rough-in
  - c. Lincoln Park – increased lengths of conduit and wire needed for electrical service
  - d. Lincoln Park – added structural wall penetrations
  - e. Northwest – added environmental in Room 10
  - f. Northwest – replacement of barrier curb
  - g. Northwest – time spent relocating school supplies to date
  - h. Northwest & Marshall – increased cost due to condition of existing intercom equipment
  - i. Marshall – added environmental in Room 400
  - j. Marshall – added environmental in Room 324
- 53) Additionally, certain extra work discussed at jobsite meeting to date has also been included. These items are:
- a. Northwest – replace with a fence the existing exterior gate to parking lot that is missing
  - b. Marshall – paint exposed toilet room piping
  - c. Marshall – add IG panels at 4<sup>th</sup> and 1<sup>st</sup> Floors
- 54) The following discovered conditions will likely result in added costs and are NOT included in the revised GMP:
- a. Marshall - redesign of the elevator pit foundations, including added time that will be needed to complete the elevator shaft.
  - b. Northwest – existing terrazzo environmental issue for sawcutting warning strips
  - c. Northwest – repair or replacement of Library existing cooling equipment
  - d. Marshall – replacement of existing plumbing at drinking fountains that is not code compliant per City inspector.
- 55) Note that our revised GMP still includes an allowance of \$100,120.00 for MEP / architectural coordination due to the volume of scope modifications and the inability to capture all of these



into the design drawings prior to submission of the revised GMP. Any of this allowance that is not used will be credited back to the PBC.

- 56) During our meeting with the PBC on July 5, 2013, questions were raised about the cost shown on the PBC spreadsheet for flooring finishes. First, this line in our costs also included wall finishes such as ceramic tile as there was not a line on the PBC spreadsheet for such work. Second, since demolition had progressed, the flooring subcontractor was able to see actual existing substrate conditions and reduce the amount of costs carried for subflooring work needed and its reduction of approximately \$84,000.00 is reflected in the revised GMP.



**EXHIBIT 4 – RESERVED**



**EXHIBIT 5 – DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM**

*Project Number:* 02

*Design – Builder:* BLINDERMAN

*Contract Number:* 1964

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Cost of Construction.....	\$9,934,880.00
Cost of Design (Architect and Engineer) Fees .....	\$746,938.00
General Conditions .....	\$811,033.00
General Requirements .....	\$682,772.00
Design-Builder's Contingency .....	\$426,147.00
Design-Builder's Overhead and Fee .....	\$1,512,212.00

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**GUARANTEED MAXIMUM PRICE**

**\$14,113,982.00**



# 2013 School Investment Program General Requirements & Conditions Worksheet

Project No. 2	Name	Lincoln Park 18830	Marshall MS 18750	Northwest MS 18770	Total
Description	Subcontractor Name	Allowance	Allowance	Allowance	Allowance
*Management Staffing (DB Management, Superintendents, Foremen, Project Engineers and Support Staff)		\$ 121,542	\$ 503,538	\$ 92,729	\$ 717,809
Temporary Field Office Supplies		\$ 2,644	\$ 36,476	\$ 4,104	\$ 43,224
*Site Security/Watchmen		\$ -	\$ -	\$ -	\$ -
Dumpsters		\$ 2,480	\$ 17,870	\$ 6,510	\$ 26,860
Dust Control		\$ -	\$ 30,000	\$ -	\$ 30,000
Temporary Toilets		\$ 150	\$ 3,150	\$ 300	\$ 3,600
Layout/Survey		\$ -	\$ 14,400	\$ -	\$ 14,400
Site Video Camera		\$ -	\$ -	\$ -	\$ -
Site/Building Restoration or Repair		\$ -	\$ 20,000	\$ -	\$ 20,000
Temporary Fencing		\$ -	\$ 17,500	\$ 5,000	\$ 22,500
Temporary Board-up/protection/barricades		\$ -	\$ 13,500	\$ 6,000	\$ 19,500
Small Tools and Incidentals		\$ -	\$ 30,000	\$ -	\$ 30,000
Equipment and Hoisting		\$ -	\$ 11,664	\$ -	\$ 11,664
Temporary Storage Trailers		\$ 300	\$ 600	\$ 300	\$ 1,200
Safety and Supplies		\$ 1,192	\$ 9,586	\$ 1,934	\$ 12,712
Truck and Driver for Deliveries		\$ -	\$ 25,800	\$ 400	\$ 26,200
Legal/Consulting fees		\$ 469	\$ 3,770	\$ 761	\$ 5,000
Progress Photos		\$ 500	\$ 1,750	\$ 500	\$ 2,750
Project Signage		\$ -	\$ -	\$ -	\$ -
*Daily Cleaning		\$ 27,988	\$ 135,620	\$ 74,248	\$ 237,856
*Overtime/Premium Time		\$ -	\$ -	\$ -	\$ -
*Moving of AC Units		\$ -	\$ 18,000	\$ 10,000	\$ 28,000
*Moving of Furniture		\$ -	\$ -	\$ -	\$ -
Weather Protection		\$ -	\$ -	\$ -	\$ -
Unassigned Expenses		\$ 1,777	\$ 24,286	\$ 7,883	\$ 33,946
Equipment yard		\$ -	\$ -	\$ -	\$ -
Revision To GMP		\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000
<b>Total General Requirements and Conditions Allowances Per School</b>		<b>\$169,062</b>	<b>\$927,310</b>	<b>\$220,669</b>	<b>\$1,317,031</b>

\*Assumptions that support these allowances must be included separately.

UMP Sum *in notes*

717,809

43,224

20,000

30,000

811,033

Gen Repts (1,319,031 - 811,033)

505,998

50,883

120,541

682,372



[illegible]



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[illegible]



[illegible]



**EXHIBIT 6 - RESERVED**



## EXHIBIT 7 - COMPENSATION/COST OF THE WORK

### 1. COMPENSATION FOR DESIGN BUILD SERVICES

- a. DESIGN PHASE SERVICES. The Design Builder shall be paid a lump sum fee for Design Phase Services of \$746,938.00 in accordance with Article 7 of Book 1 and Exhibit 5.
- b. DESIGN BUILDER'S OVERHEAD AND FEE. The Design Builder shall be paid a lump sum amount of overhead and fee of \$1,512,212.00 in accordance with Article 7 of Book 1 and Exhibit 5.

### 2. DESIGN BUILDER'S COMPENSATION FOR CONSTRUCTION PHASE SERVICES

- a. Design Builder shall be paid a lump sum amount of \$811,033.00 as full compensation for General Conditions; and
- b. a sum that shall not exceed \$682,772.00 for General Requirements; and
- c. a lump sum of \$9,934,880.00 for Construction Costs as provided in Section 8.2 of Book 1 and Exhibit 5.

#### d. GENERAL CONDITIONS ITEMS.

The Design Builder's General Conditions Items 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



## EXHIBIT 7 - COMPENSATION/COST OF THE WORK

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

### e. GENERAL REQUIREMENTS REIMBURSEMENT ITEMS

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

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



## EXHIBIT 7 - COMPENSATION/COST OF THE WORK

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

### 3. OTHER COMPONENTS OF THE GMP

- a. Allowances. The Commission and the Design Builder acknowledge that certain portions of the work need not or will not be able to be established prior to establishing the GMP. The Design Builder has, as a part of the GMP, established a reasonable estimate of the cost based upon available information for such portions of the Work. Such estimates are set forth as "Allowances" in Exhibit 5 – Guaranteed Maximum Price Form. The Design Builder shall obtain trade contractor prices for such Allowances, when appropriate. Design Builder shall be entitled to compensation if the actual cost for the portions of Work reflected in the Allowance line item exceeds the Allowance. The Cost of the Work and Project GMP shall also be decreased by the amount the actual cost for such portions of the Work are less than the Allowance. At such time as the Design Builder executes subcontracts for any of the scopes of work identified as Allowances, such Allowance line items shall be deemed converted from Allowances to Construction Costs and shall be treated accordingly.
  - b. The sum of the General Conditions and Requirements, Cost of Design, Construction Costs, Allowances (as defined hereinafter), Bonds and Insurance, 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. [reserved]
  - b. [reserved]



## **EXHIBIT 7 - COMPENSATION/COST OF THE WORK**

- c. Design Builder Allowances. The Commission and the Design Builder acknowledge that the Design Builder may carry allowances related to certain Construction Costs or General 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. DESIGN BUILDER'S CONTINGENCY**

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



## **EXHIBIT 7 - COMPENSATION/COST OF THE WORK**

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

### **6. ITEMS NOT INCLUDED IN THE COST OF THE WORK**

The following items are not included and shall not be included in the Cost of the Work.

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

### **7. ADMINISTRATION OF ALLOWANCES AND CONTINGENCIES**

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



## **EXHIBIT 7 - COMPENSATION/COST OF THE WORK**

Payment Application following the completion of the Work for which the Design Builder Allowance was established.

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



**EXHIBIT 8 - RESERVED**



## **EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS**

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



## EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

**Performance and Payment Bond**  
**Bond No. SPECIMEN**

**Contract No. SPECIMEN**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ \*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with offices in the \_\_\_\_\_ State of \_\_\_\_\_  
as \_\_\_\_\_ Corporate \_\_\_\_\_ Principal, and \_\_\_\_\_

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

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents.  
The condition of this obligation is such, that whereas the Principal entered into a certain Contract,  
hereto attached, with the Commission dated \_\_\_\_\_, 20\_\_\_\_, for the  
furnishing, fabrication, delivery and installation of \_\_\_\_\_ in the referenced project area and other  
miscellaneous work related thereto.

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



## **EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS**

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

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

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_),

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

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



## EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

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

WITNESS:

_____	_____ BY
_____	_____ (Seal)
Name	Individual Principal
_____	_____ (Seal)
Business Address	Individual Principal
_____	_____
City	State
_____	Partner

CORPORATE SEAL

ATTEST:

BY	_____	BY
_____	Corporate (inc) al	_____
Secretary	President	
Title	Title	

\_\_\_\_\_

Business Address

\_\_\_\_\_

Corporate Surety

BY

\_\_\_\_\_

Title

\_\_\_\_\_

Business Address

CORPORATE SEAL

The rate of premium of this Bond is \$

\_\_\_\_\_ per thousand.\*\*



**EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS**

Total amount of premium charged is \$ \_\_\_\_\_

\*\*

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

\*\* Must be filled in by the Corporate Surety.

**Bond Approval**

BY

\_\_\_\_\_  
Secretary,  
Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, \_\_\_\_\_, certify that I am the  
Secretary of the \_\_\_\_\_  
corporation named as Principal in the within bond, that  
\_\_\_\_\_ who signed on behalf of the  
Principal was then \_\_\_\_\_ President \_\_\_\_\_ of said corporation; that I know this  
person's signature, and the signature hereto is genuine; and that said Bond was  
duly signed, sealed, and attested for and in behalf of said corporation by  
authority of its governing body.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CORPORATE SEAL**



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

#### INSURANCE TO BE PROVIDED

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

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Design-Builder and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as may be required by the PBC as Additional Insured using ISO CG2010 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 smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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

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

5) Professional Liability

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

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

6) Builders Risk

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



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

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

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

7) Railroad Protective Liability

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

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

B. ADDITIONAL REQUIREMENTS

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



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

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

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

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

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

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

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

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

If Design-Builder is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

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

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

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/24/2013

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

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

<b>PRODUCER</b> MARSH USA INC. 600 RENAISSANCE CENTER, SUITE 2100 DETROIT, MI 48243	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
R00411-00411-RAFF-13/14	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Blinderman Construction Company, Inc. 8501 West Higgins Road, Suite 320 Chicago, IL 60631-2812	<b>INSURER A:</b> Zurich American Insurance Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:**

CHI-004684843-02

**REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLO4637398	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					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
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		BAP4637399 - Commercial	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		BAP4637400 - Private Passenger	04/01/2013	04/01/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WC4637397	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re. 2013 School Investment Program; Contract Number PS1964; Project 2

The Public Building Commission of Chicago, Board of Education of the City of Chicago, and the City of Chicago are included as an additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions. Insurance is primary and non-contributory where required by written contract. Waiver of Subrogation applies to General Liability, Auto Liability, and Workers Compensation in favor of the certificate holder where required by written contract. Workers' Compensation does not apply to monopolistic states (ND, OH, WA and WY), Puerto Rico or the Virgin Islands.

**CERTIFICATE HOLDER**

Public Building Commission of Chicago  
PBC  
Procurement Department  
Richard J. Daley Center 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  
of Marsh USA Inc.

John C Hurley

CHI - BLUNDERMAN - CMC, S12191964 - 20130624

15,900 - 08 - 03 - 09 03





## Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO4637398-02	4/1/14	4/1/13			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** Blinderman Construction Co., Inc.

**Address (including ZIP Code):**

Any person or organization to whom or to which qualifies as an additional insured as provided below.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is amended per the following:

1. The following paragraph is added under **a. Primary Insurance**:

This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added under **b. Excess Insurance**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization other than an Architect, Engineer or Surveyor, to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.	Any location or project where you have agreed, through written contract, agreement or permit, executed prior to loss, to provide additional insured coverage except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/25/2013

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> 800-363-0105 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Blinderman Construction Company, Inc. 8501 W. Higgins Road #320 Chicago IL 60631 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Indian Harbor Insurance Company	36940	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** 570050395212 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL 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"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Contractor Poll			PEC002302205 Contractors Pollution SIR applies per policy terms & conditions	04/01/2013	04/01/2014	Each Loss \$5,000,000 Aggregate \$5,000,000 SIR \$50,000

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

Re: PBC School Investment Program; Contract Number PS1964; Project Number 2.  
The Public Building Commission of Chicago, Board of Education of the City of Chicago and the City of Chicago are included as Additional insured in accordance with the policy provisions of the Pollution Liability policy and on a primary and non-contributory basis.

*OK*  
7/1/13

## CERTIFICATE HOLDER

Public Building Commission of Chicago Procurement Department Richard J. Daley Center Room 200 Chicago IL 60602 USA
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## 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  <i>Aon Risk Services Central, Inc.</i>





# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2013

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Blinderman Construction Company, Inc. 8501 W. Higgins Road #320 Chicago IL 60631 USA	<b>E-MAIL ADDRESS:</b>	
	<b>PRODUCER CUSTOMER ID #:</b> 570000015799	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Property Cas Co of America	
	<b>INSURER B:</b>	
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES****CERTIFICATE NUMBER:** 570050516258**REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract Number PS1964, PBC School Investment Program, Project Number 2. Public Building Commission of Chicago, Board of Education of the City of Chicago and City of Chicago are included as an additional insured on the Builders Risk policy where required by written contract.

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> <b>PROPERTY</b>				<input type="checkbox"/> BUILDING	
	<input type="checkbox"/> CAUSES OF LOSS				<input type="checkbox"/> PERSONAL PROPERTY	
	<input type="checkbox"/> DEDUCTIBLES				<input type="checkbox"/> BUSINESS INCOME w/o Extra Expense	
	<input type="checkbox"/> BASIC				<input type="checkbox"/> EXTRA EXPENSE	
	<input type="checkbox"/> BROAD				<input type="checkbox"/> RENTAL VALUE	
	<input type="checkbox"/> SPECIAL				<input type="checkbox"/> BLANKET BUILDING	
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET PERS PROP	
	<input type="checkbox"/> WIND				<input type="checkbox"/> BLANKET BLDG & PP	
	<input type="checkbox"/> FLOOD					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input checked="" type="checkbox"/> <b>INLAND MARINE</b>	<b>TYPE OF POLICY</b> Builders Risk			<input checked="" type="checkbox"/> Specific Job Limit	\$10,825,276
	<input type="checkbox"/> CAUSES OF LOSS	<b>POLICY NUMBER</b> QT6606B267335TIL13	05/22/2013	01/15/2014	<input checked="" type="checkbox"/> Deductible	\$5,000
A	<input type="checkbox"/> NAMED PERILS					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/> <b>CRIME</b>					
	<input type="checkbox"/> <b>TYPE OF POLICY</b>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/> <b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					

CERTIFICATE NUMBER: 570050516258

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

PBC  
Procurement Department  
Richard J. Daley Center Room 200  
Chicago IL 60602 USA

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.*

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CD

DATE (MM/DD/YYYY)  
06/25/2013

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).

<b>PRODUCER</b> M.G. Welbel & Associates, Inc. Michael Welbel 650 Dundee Rd., Suite 170 Northbrook, IL 60062 Michael G. Welbel		<b>Phone:</b> 847-412-1414 <b>Fax:</b> 847-412-1013		<b>CONTACT NAME:</b> <b>PHONE (A/C, No., Ext.):</b> <b>FAX (A/C, No.):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> FGMIN-1	
<b>INSURED</b> FGM Architects, Inc. 1211 W. 22nd St., #705 Oak Brook, IL 60523		<b>INSURER(S) AFFORDING COVERAGE</b>			
		<b>INSURER A:</b> RLI Insurance Company		<b>NAIC #</b> 13056	
		<b>INSURER B:</b> Continental Casualty Company		20443	
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PRIMARY & <input type="checkbox"/> EXCESS <input checked="" type="checkbox"/> SUBJECT TO <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PSB0001771	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PSB0001771	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		PSE0001447	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	PSW0001597	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab		AEH 114077912	10/01/2012	10/01/2013	Per Claim 2,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: all projects of the named insured, subject to policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CHICA02</b>  Chicago Public Schools Dept of Finance/Administration 125 S. Clark St. 16th Floor Chicago, IL 60603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Michael G. Welbel</i>
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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LK

DATE (MM/DD/YYYY)

06/25/2013

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).

<b>PRODUCER</b> Realy Insurance & Associates 3701 Algonquin Rd., Ste. 570 Rolling Meadows, IL 60008 Robert T. Collimore (In-Force)		<b>Phone: 847-870-2350</b> <b>Fax: 847-870-6833</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #: NIAAR-1</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Nia Architects Inc. 1130 S. Wabash Ave. Chicago, IL 60605		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Hartford Insurance Company</b>		<b>00914</b>
		<b>INSURER B : Hanover Insurance</b>		<b>31534</b>
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		83SBAJZ5375	05/15/2013	05/15/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY		83SBAJZ5375	05/15/2013	05/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		83SBAJZ5375	05/15/2013	05/15/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		83WECPU3315	03/23/2013	03/23/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab		LHC A002391 00	05/23/2013	05/23/2014	Each Clai \$ 2,000,000
						Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: SIP 2013; Additional Insured where required by written contract:  
Public Building Commission of Chicago;

**CERTIFICATE HOLDER****CANCELLATION****PUBLICB**

Public Building Commission of  
Chicago  
50 W. Washington St., Ste 200  
Chicago, IL 60602

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

AUTHORIZED REPRESENTATIVE

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. \_\_\_\_\_

**PERFORMANCE AND PAYMENT BOND**

**Contract No. PS1964**

**Bond No. 285044580**

---

KNOW ALL MEN BY THESE PRESENTS, that we, BLINDERMAN CONSTRUCTION CO., INC.,

a corporation organized and existing under the laws of the State of IL, with offices in the City of Chicago,  
State of Illinois, as Corporate Principal, and LIBERTY MUTUAL INSURANCE COMPANY

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a corporation organized and existing under the laws of the State of MA , with offices in the State of  
\*Illinois \*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,  
hereinafter called "Commission", in the penal sum of Fourteen Million One Hundred Thirteen Thousand  
Nine Hundred Eighty Two Dollars and No Cents (\$14,113,982.00) 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 6/26/13 , for the fabrication, delivery, performance and  
installation of PBC-2013 School Investment Program, Request for Proposals for Design-Build  
Services Contract Number PS1964

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. \_\_\_\_\_

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 modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

It is expressly understood and agreed that this Bond, in the penal sum of Fourteen Million One Hundred Thirteen Thousand Nine Hundred Eighty Two Dollars and No Cents (\$14,113,982.00), 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. \_\_\_\_\_

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 23<sup>rd</sup> day of July, 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

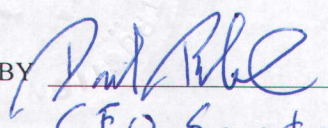
\_\_\_\_\_  
Individual Principal (Seal)

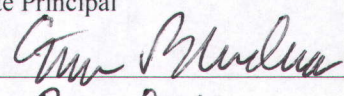
\_\_\_\_\_  
City State

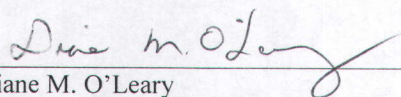
CORPORATE SEAL

ATTEST:


BLINDERMAN CONSTRUCTION CO., INC.

BY   
CEO, Secretary  
Title

Corporate Principal  
BY   
President  
Title

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

LIBERTY MUTUAL INSURANCE COMPANY

Corporate Surety  
  
Title Susan A. Welsh, Attorney-In-Fact

CORPORATE SEAL

**FOR CLAIMS** (Please Print):

Contact Name: Nicholas Bokios

Business Address: 175 Berkeley Street, Boston, MA 02116

Telephone: 847-396-7105 Fax: 866-548-6573

The rate of premium of this Bond is \$ 12.60 Sliding Scale per thousand. \*\*  
Total amount of premium charged is \$ 104,086.00\*\*

\* 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. \_\_\_\_\_

\*\* Must be filled in by the Corporate Surety.

**BOND APPROVAL**

BY

Secretary,

Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, David Blinderman, certify that I am the \_\_\_\_\_ Secretary of Blinderman Construction, corporation named as Principal in the foregoing performance and payment bond, that Steven Blinderman who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 23 day of July 2013.

CORPORATE SEAL

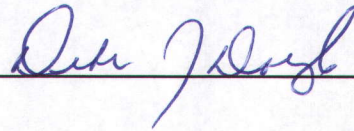


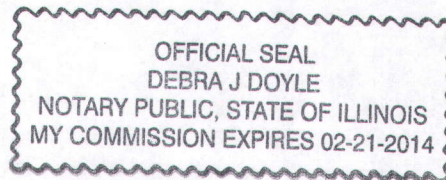
NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF COOK

On this 23<sup>rd</sup> day of July, 2013, before me Debra J. Doyle a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came Susan A. Welsh, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact of The Liberty Mutual Insurance Company, the corporation described in and which executed the foregoing instrument: that she knows the seal of said corporation: that it was so affixed by order of The Board of Directors of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:  
2/21/14







**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5922496

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Debra J. Doyle; Diane M. O'Leary; Geoffrey E. Heekin; James B. McTaggart; Jennifer L. Jakaitis; Jessica B. Yates; Judith A. Lucky-Eftimov; Karen L. Daniel; Melissa L. Fortier; Robert E. Duncan; Sandra M. Nowak; Sandra M. Winsted; Susan A. Welsh

all of the city of Chicago, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of December, 2012.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 20th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 July, 2013.

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



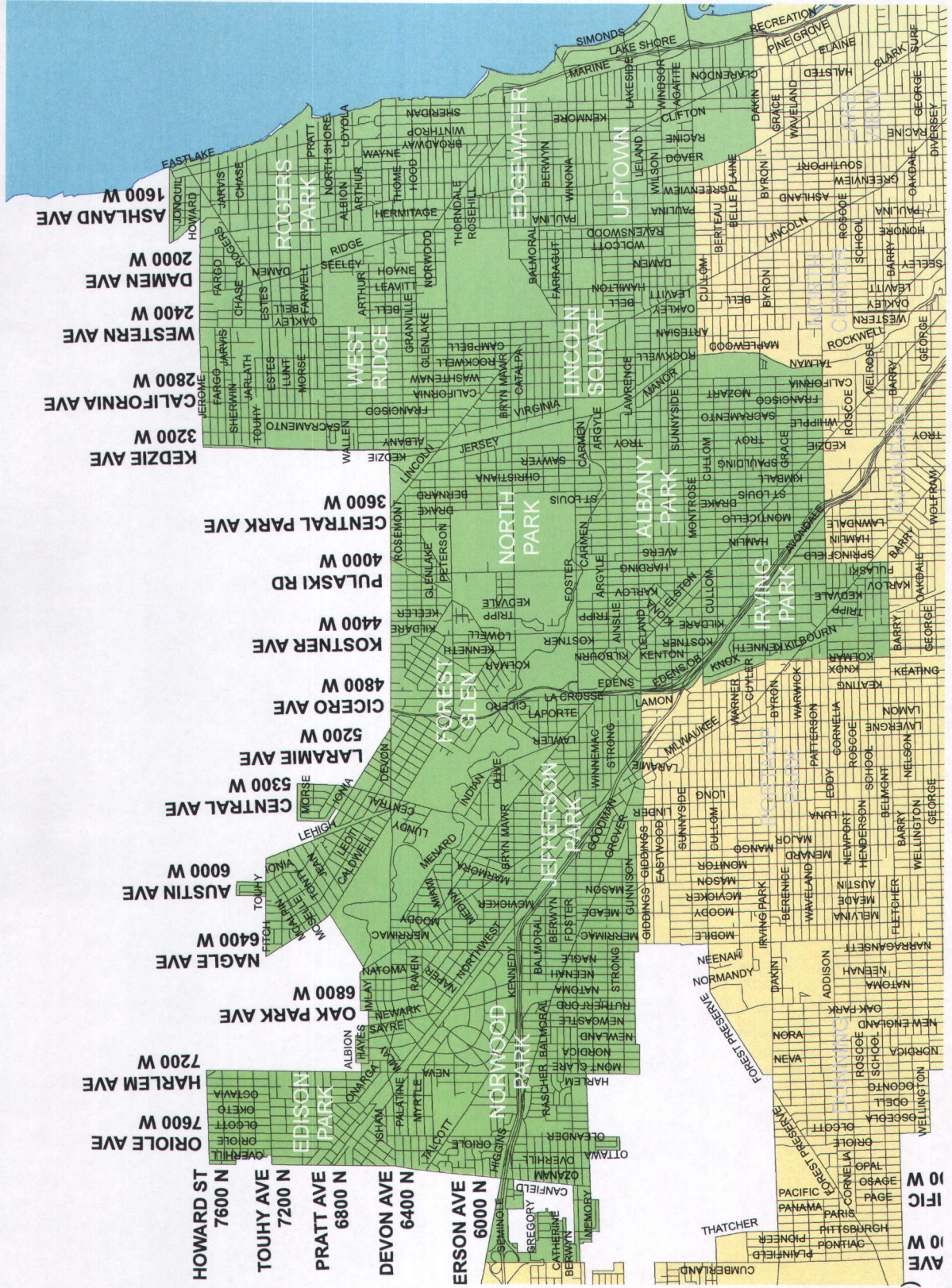
## **EXHIBIT 10 - COMMUNITY AREA MAPS**

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





# CPS School Investment Program Community Hiring Zone A



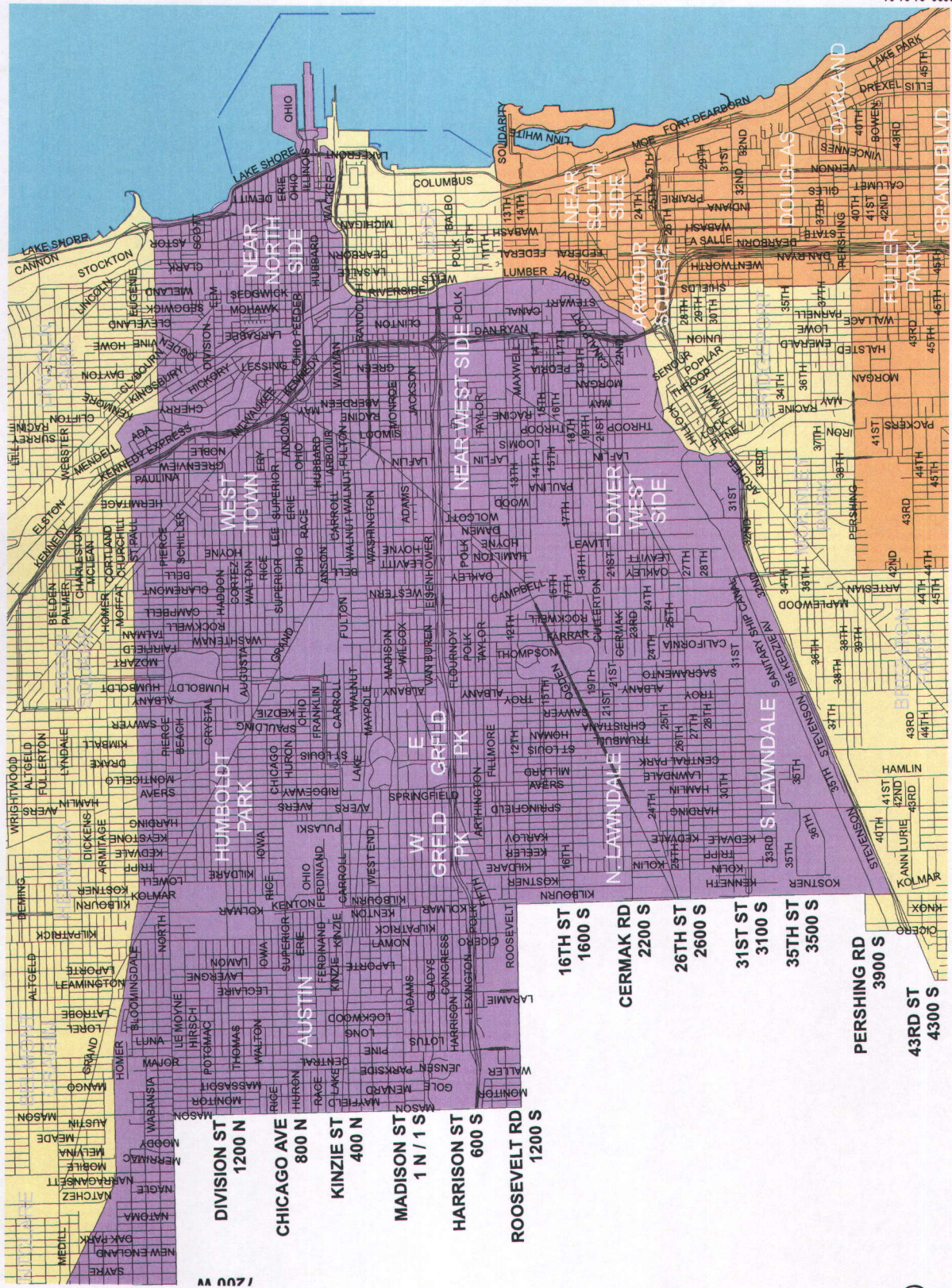
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18000: 04-04-01





# CPS School Investment Program Community Hiring Zone B



- Zone A
- Zone B
- Zone C

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

Projects as of 5/30/2013



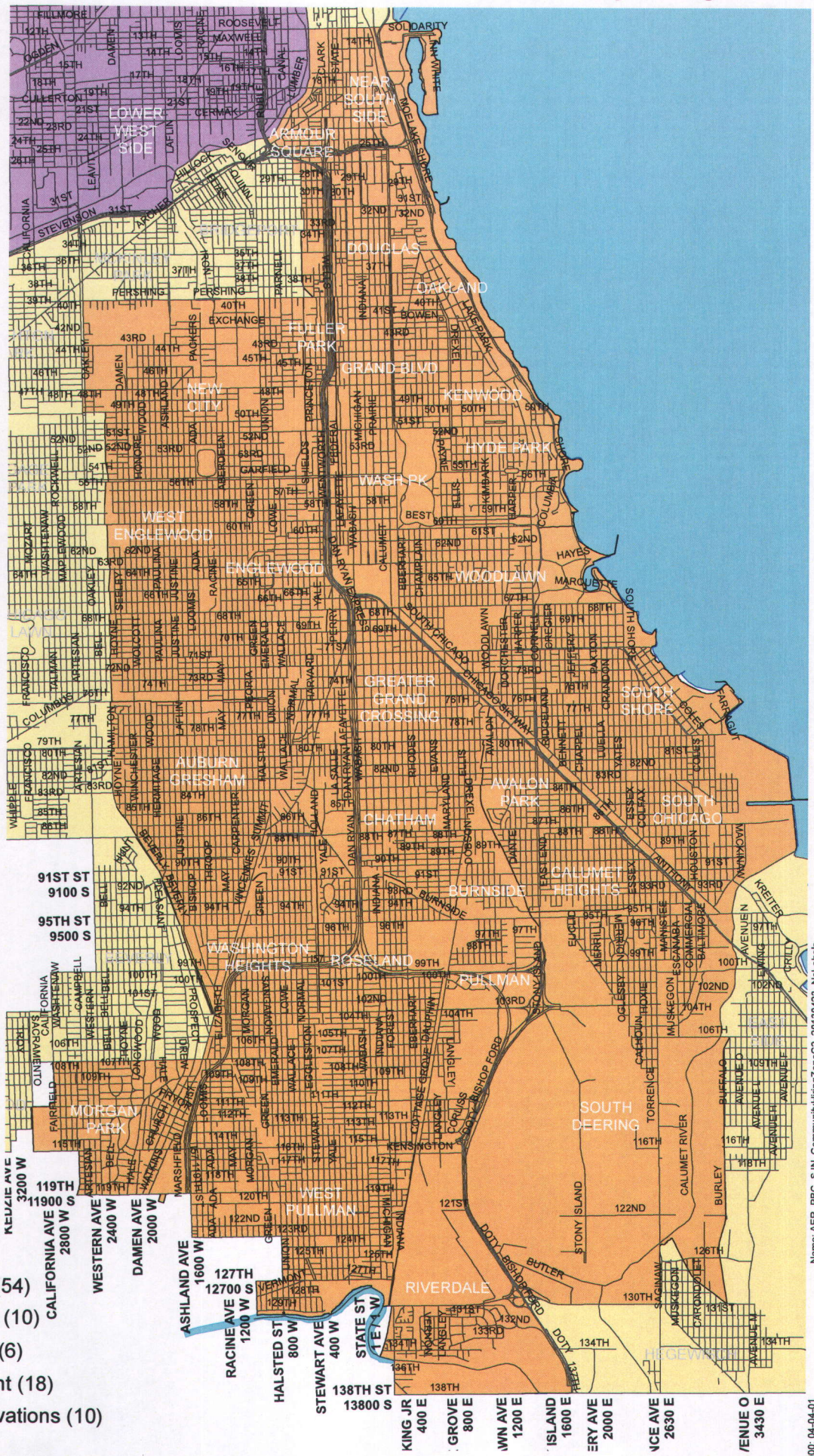


# CPS School Investment Program Community Hiring Zone C



- 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



Name: AER\_PBC\_SJN\_CommunityHiringZoneC\_20130423\_NoLabels

18000: 04-04-01



**EXHIBIT 11 – SCHEDULE C (LETTERS OF INTENT)**

**ATTACHED HERETO**



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

**ATTACHED HERETO**



## Clear Form

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

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

**DESIGN-BUILDER:** Blinderman Construction Company, Inc.

PROJECT NO.: 02

STATE LINE [4] (COST OF THE WORK) FROM YOUR GMP PROPOSAL: \$ 13,183,765.00

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

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Midway	Demo / Abate	\$ 937,488.00	
Sandsmith	Masonry	\$ 316,200.00	
Jade	Carpentry		\$ 50,000.00
FE Rooftec	Roofing	\$ 358,150.00	
QC	Marble Tile		\$ 45,321.00
Otis	Drywall / ACT	\$ 229,665.00	
Uptown	Painting	\$ 87,800.00	
National	Paint		\$ 356,420.00
Page 1 of 3 SUB TOTALS:		\$ 1,929,303.00	\$ 451,741.00
COMMITMENT PERCENTAGE AS COST OF THE WORK:		14.63%	3.43%

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

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

Print Name of Authorized Representative

Title

Signature

Date \_\_\_\_\_

Designated Design-Builder MBE/WBE Contact Name	
--	--

MBE/WBE Contact Phone

MBE/WBE Contact Email

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

Notary Public Signature

Seal:



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

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

**DESIGN-BUILDER:** Blinderman Construction Company, Inc.

**PROJECT NO.:** 02

**STATE LINE [4] (COST OF THE WORK) FROM YOUR GMP PROPOSAL:** \$ 13,183,765.00

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

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Subtotal Page 1		\$ 1,929,303.00	\$ 451,741.00
Hernandez	Plumbing	\$ 848,650.00	
QuBar	HVAC	\$ 761,050.00	
Pagoda	Electric	\$ 1,000,000.00	
Evergreen	Electric Supply		\$ 220,000.00
Brook	Architect		\$ 125,000.00
Nia	Architect	\$ 53,000.00	
Matrix	Engineer	\$ 25,000.00	
Page 2 of 3 SUB TOTALS:		\$ 4,617,003.00	\$ 796,741.00
<b>COMMITMENT PERCENTAGE AS COST OF THE WORK:</b>		35.02%	6.04%

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

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

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designated Design-Builder MBE/WBE Contact Name

\_\_\_\_\_  
MBE/WBE Contact Phone

\_\_\_\_\_  
MBE/WBE Contact Email

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

\_\_\_\_\_  
Notary Public Signature

Seal:



Clear Form

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

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

DESIGN-BUILDER: Blinderman Construction Company, Inc.

PROJECT NO.: 02

STATE LINE [4] (COST OF THE WORK) FROM YOUR GMP PROPOSAL: \$ 13,183,765.00

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

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Subtotal Page 1 & 2		\$ 4,617,003.00	\$ 796,741.00
RTM	Engineers	\$ 177,000.00	
Carnow Conibear	Environmental		\$ 39,500.00
d'Escoto	Project Mgmt	\$ 140,000.00	
<b>TOTALS:</b>		<b>\$ 4,934,003.00</b>	<b>\$ 836,241.00</b>
<b>COMMITMENT PERCENTAGE AS COST OF THE WORK:</b>		<b>37.42%</b>	<b>6.34%</b>

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

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

**Steven Blinderman**

**President / COO**

Print Name of Authorized Representative

Title

Signature

Date

**Steven Blinderman**

**(773) 444-0500**

**sblinderman@blinderman.com**

Designated Design-Builder MBE/WBE Contact Name

MBE/WBE Contact Phone

MBE/WBE Contact Email

State of IL  
County of Cook

SS.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

Notary Public Signature

Seal:



**EXHIBIT 13 – DISCLOSURE AFFIDAVIT**

**AS SUBMITTED FROM INITIAL RFP**



## SECTION VI – DISCLOSURE AFFIDAVIT

PROPOSER INFORMATION	
NAME OF DESIGN-BUILD ENTITY	Blinderman Construction Company, Inc.
CONTACT PERSON	Steven Blinderman
ADDRESS	8501 W Higgins Road, Suite 320
CITY, STATE, AND ZIP CODE	Chicago, IL 60631
TELEPHONE NUMBER	773-444-0500
FAX NUMBER	773-864-5857
E-MAIL ADDRESS	sblinderman@blinderman.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.	<input checked="" type="checkbox"/> Corporation
B.	<input type="checkbox"/> Joint Venture
C.	<input type="checkbox"/> 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:

Steven Blinderman

President / COO

David Blinderman

Chief Executive Officer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Steven Blinderman, David Blinderman

\_\_\_\_\_

\_\_\_\_\_



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

**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.

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

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

d. OTHER TAXES/FEEES

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

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

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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.

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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:

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

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

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

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

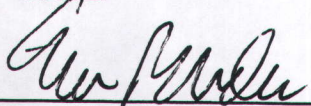
h. INCORPORATION INTO CONTRACT AND COMPLIANCE

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



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

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



Signature of Authorized Officer

Steven Blinderman

Name of Authorized Officer (Print or Type)

President / COO

Title

773-444-0500

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 30 day of April, 2013 by

Steven Blinderman (Name) as President / Co (Title) of

Blinderman Construction (Bidder/Proposer or Contractor)



Notary Public Signature and Seal

12/15/14





**EXHIBIT 14 – DISCLOSURE OF RETAINED PARTIES**

**AS SUBMITTED FROM INITIAL RFP**



## SECTION VII – DISCLOSURE OF RETAINED PARTIES

### (1) DEFINITIONS AND DISCLOSURE REQUIREMENTS

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

### (2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction:

Design Build RFP For 2013 School Investment Program

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

Design-Build Construction

- c. Name of Proposer:

Blinderman Construction Company, Inc.

- (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)

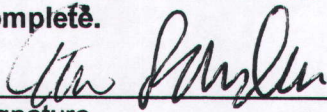
Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: √



(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.

  
Signature

April 30, 2013  
Date

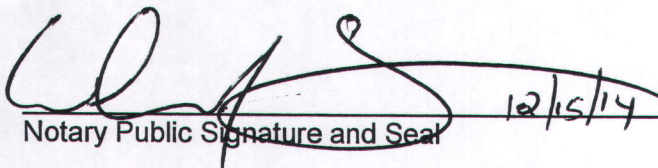
Steven Blinderman  
Name (Type or Print)

President / COO  
Title

Signed and sworn to before me on this 30<sup>th</sup> day of April, 2013 by

Steven Blinderman (Name) as President / COO (Title) of

Blinderman Construction (Bidder/Proposer or Contractor).

  
Notary Public Signature and Seal 12/15/14

