

EXHIBITS
TO
DESIGN-BUILD AGREEMENT
BETWEEN
PUBLIC BUILDING COMMISSION OF CHICAGO
AND
BERGLUND CONSTRUCTION COMPANY
2013 SCHOOL INVESTMENT PROGRAM
PROJECT NUMBER 9
CONTRACT NUMBER PS1971
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

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

JULY 2013

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 9. 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 9.

PUBLIC BUILDING COMMISSION OF CHICAGO

BOOK 3 TECHNICAL SPECIFICATIONS Volume 1

JULY 19, 2013 – Final GMP Construction Documents

Carter Elementary School
PBC Project No. 22611
5740 South Michigan Avenue
Chicago, Illinois 60637
Dewey Elementary School
PBC Project No. 22951
5415 South Union Avenue
Chicago, Illinois 60609
Harte Elementary School
PBC Project No. 23561
1556 East 56th Street
Chicago, Illinois 60637

Holmes Elementary School
PBC Project No. 23831
955 West Garfield Boulevard
Chicago, Illinois 60621
Hope College Preparatory
High School
PBC Project No. 31131
5515 South Lowe Avenue
Chicago, Illinois 60621

Ray Elementary School
PBC Project No. 25071
5631 South Kimbark Avenue
Chicago, Illinois 60637
Sexton Elementary School
PBC Project No. 25321
6020 South Langley Avenue
Chicago, Illinois 60637
Sherwood Elementary School
PBC Project No. 25351
245 West 57th Street
Chicago, Illinois 60621



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WARNING: ASBESTOS-CONTAINING BUILDING MATERIALS ARE OR MAY BE PRESENT IN THIS BUILDING. AN ASBESTOS MANAGEMENT PLAN IS AVAILABLE IN THE SCHOOL FOR REVIEW UPON REQUEST. NO PERSON MAY DISTURB ASBESTOS-CONTAINING BUILDING MATERIALS UNLESS THAT PERSON IS A LICENSED ASBESTOS WORKER AND CONDUCTS SUCH WORK IN ACCORDANCE WITH SPECIFICATIONS(S) CONTAINED IN THE PROJECT DOCUMENTS AND IN COMPLIANCE WITH ILLINOIS DEPARTMENT OF PUBLIC HEALTH RULES AND REGULATIONS.

PUBLIC BUILDING COMMISSION OF CHICAGO

BOOK 3 REFERENCE DOCUMENTS Volume 2

JULY 19, 2013 – Final GMP Construction Documents

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PBC Project No. 22611
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[illegible]

APPLICABLE BUILDING CODES:

1. ALL CODES IN FLORIDA OR TO WHICH THE MOST CURRENT FLORIDA CODES.

2. BUILDING CODE

3. STATE OF FLORIDA BUILDING CODE 2013 (2002)

4. STATE ACCESSIBILITY CODE

5. STATE OF FLORIDA BUILDING CODE 2013 (2002)

6. INTERNATIONAL BUILDING CODE

7. INTERNATIONAL MECHANICAL CODE

8. INTERNATIONAL PLUMBING CODE 2013 (2002)

9. INTERNATIONAL ELECTRICAL CODE 2013 (2002)

10. INTERNATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

[illegible][illegible][illegible]

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[illegible]

APPLICABLE BUILDING CODES:

1. BUILDING CODE TO COMPLY WITH THE MOST CURRENT BUILDING CODE(S).
2. THE CITY OF CHICAGO BUILDING CODE 2013 (CIBC)
3. THE CHICAGO COMMUNITY CODE
4. THE CHICAGO COMMUNITY CODE-PLUMBING, JAN. 1997 (CPC)
5. NATIONAL ACCESSIBILITY CODE
6. AMERICAN WITH DISABILITIES ACT-ADA, 28, 2010 (ADA)
7. THE FIFTH EDITION
8. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

	SAF CODE 6 TO CORRELATE WITH THE BASE EXISTING BUILDING CODE(S)
1.	BUILDING CODE THE CITY OF CHICAGO BUILDING CODE 2013 (CIBC)
2.	STATE ACCESSIBILITY CODE ILLINOIS ACCESSIBILITY CODE—APRIL 24, 1997 (IAC)
3.	NATIONAL ACCESSIBILITY CODE AMERICAN WITH DISABILITIES ACT—JULY 26, 2010 (ADA)
4.	FIRE PREVENTION CODE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

BUILDING INFORMATION

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APPLICABLE BUILDING CODES:

(ALL CODES TO COMPLY WITH THE MOST STRINGENT BUILDING CODES.)

1. **Building Code:**
THE CITY OF CHICAGO BUILDING CODE 2012 (CMC)

2. **State Government Code:**
UNIFORM COMMERCIAL CODE, ARTICLE 9, 1-1039 (UCC)

3. **Local Government Code:**
MICHIGAN BUILDING STANDARDS, 207-207-20. 2004 CODE

(YOU WERE TO COMPLY WITH THE MOST CURRENT BUILDING CODES.)

BUILDING CODE.

THE CITY OF CHICAGO BUILDING CODE 2014 (CMC)

STAIR ACCESSIBILITY CODE

ILLINOIS ACCESSIBILITY CODE—JAN. 24, 1989 (CIC)

INTERNET ACCESSIBILITY CODE

AMERICAN WITH DISABILITIES ACT—JULY 26, 1990 (ADA)

ALL EMPLOYEES SUBJECT TO COMPANY WITH SECTIONS 11-13-100 AND 13-14-100 OF CHICAGO BUILDING CODE. ALL NEW BRICK WALLS AND CHIMNEYS SHALL BE CLASS 1 WITH PLASTER FINISH. MINIMUM OF 6 IN. THICK DEVELOPED 200# BARS.

ALL EMPLOYEES SUBJECT TO COMPANY WITH SECTIONS 11-13-100 AND 13-14-100 OF CHICAGO BUILDING CODE.

ALL JOBS TO COMPANY WITH SECTION 11-17A-200 OF CHICAGO BUILDING CODE.

THE EXAMINATION QUESTIONS	
TYPE OF PROJECT	1. INTERIOR FINISHES
A. RENOVATION	A. CLASS 1 FLOOR FINISHES (40-70) a
B. NEW CONSTRUCTION	B. CLASS 2 FLOOR FINISHES (70-80) b
C. SCHOOL TYPE 1A	B. FLOOR FINISHES
D. SCHOOL TYPE 1B	CLASS 2
E. SCHOOL TYPE C-1	INTERIOR
F. SCHOOL TYPE C-2	FINISHES
G. SCHOOL TYPE C-3	FINISHES
H. SCHOOL TYPE C-4	FINISHES
I. SCHOOL TYPE C-5	FINISHES
J. SCHOOL TYPE C-6	FINISHES
K. SCHOOL TYPE C-7	FINISHES
L. SCHOOL TYPE C-8	FINISHES
M. SCHOOL TYPE C-9	FINISHES
N. SCHOOL TYPE C-10	FINISHES
O. SCHOOL TYPE C-11	FINISHES
P. SCHOOL TYPE C-12	FINISHES
Q. SCHOOL TYPE C-13	FINISHES
R. SCHOOL TYPE C-14	FINISHES
S. SCHOOL TYPE C-15	FINISHES
T. SCHOOL TYPE C-16	FINISHES
U. SCHOOL TYPE C-17	FINISHES
V. SCHOOL TYPE C-18	FINISHES
W. SCHOOL TYPE C-19	FINISHES
X. SCHOOL TYPE C-20	FINISHES
Y. SCHOOL TYPE C-21	FINISHES
Z. SCHOOL TYPE C-22	FINISHES
AA. SCHOOL TYPE C-23	FINISHES
AB. SCHOOL TYPE C-24	FINISHES
AC. SCHOOL TYPE C-25	FINISHES
AD. SCHOOL TYPE C-26	FINISHES
AE. SCHOOL TYPE C-27	FINISHES
AF. SCHOOL TYPE C-28	FINISHES
AG. SCHOOL TYPE C-29	FINISHES
AH. SCHOOL TYPE C-30	FINISHES
AI. SCHOOL TYPE C-31	FINISHES
AJ. SCHOOL TYPE C-32	FINISHES
AK. SCHOOL TYPE C-33	FINISHES
AL. SCHOOL TYPE C-34	FINISHES
AM. SCHOOL TYPE C-35	FINISHES
AN. SCHOOL TYPE C-36	FINISHES
AO. SCHOOL TYPE C-37	FINISHES
AP. SCHOOL TYPE C-38	FINISHES
AQ. SCHOOL TYPE C-39	FINISHES
AR. SCHOOL TYPE C-40	FINISHES
AS. SCHOOL TYPE C-41	FINISHES
AT. SCHOOL TYPE C-42	FINISHES
AU. SCHOOL TYPE C-43	FINISHES
AV. SCHOOL TYPE C-44	FINISHES
AW. SCHOOL TYPE C-45	FINISHES
AX. SCHOOL TYPE C-46	FINISHES
AY. SCHOOL TYPE C-47	FINISHES
AZ. SCHOOL TYPE C-48	FINISHES
BA. SCHOOL TYPE C-49	FINISHES
BB. SCHOOL TYPE C-50	FINISHES
BC. SCHOOL TYPE C-51	FINISHES
BD. SCHOOL TYPE C-52	FINISHES
BE. SCHOOL TYPE C-53	FINISHES
BF. SCHOOL TYPE C-54	FINISHES
BG. SCHOOL TYPE C-55	FINISHES
BH. SCHOOL TYPE C-56	FINISHES
BI. SCHOOL TYPE C-57	FINISHES
BJ. SCHOOL TYPE C-58	FINISHES
BK. SCHOOL TYPE C-59	FINISHES
BL. SCHOOL TYPE C-60	FINISHES
BM. SCHOOL TYPE C-61	FINISHES
BN. SCHOOL TYPE C-62	FINISHES
BO. SCHOOL TYPE C-63	FINISHES
BP. SCHOOL TYPE C-64	FINISHES
BQ. SCHOOL TYPE C-65	FINISHES
BR. SCHOOL TYPE C-66	FINISHES
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BT. SCHOOL TYPE C-68	FINISHES
BU. SCHOOL TYPE C-69	FINISHES
BV. SCHOOL TYPE C-70	FINISHES
BW. SCHOOL TYPE C-71	FINISHES
BX. SCHOOL TYPE C-72	FINISHES
BY. SCHOOL TYPE C-73	FINISHES
BZ. SCHOOL TYPE C-74	FINISHES
CA. SCHOOL TYPE C-75	FINISHES
CB. SCHOOL TYPE C-76	FINISHES
CC. SCHOOL TYPE C-77	FINISHES
CD. SCHOOL TYPE C-78	FINISHES
CE. SCHOOL TYPE C-79	FINISHES
CF. SCHOOL TYPE C-80	FINISHES
CG. SCHOOL TYPE C-81	FINISHES
CH. SCHOOL TYPE C-82	FINISHES
CI. SCHOOL TYPE C-83	FINISHES
CJ. SCHOOL TYPE C-84	FINISHES
CK. SCHOOL TYPE C-85	FINISHES
CL. SCHOOL TYPE C-86	FINISHES
CM. SCHOOL TYPE C-87	FINISHES
CN. SCHOOL TYPE C-88	FINISHES
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CP. SCHOOL TYPE C-90	FINISHES
CQ. SCHOOL TYPE C-91	FINISHES
CR. SCHOOL TYPE C-92	FINISHES
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CU. SCHOOL TYPE C-95	FINISHES
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CW. SCHOOL TYPE C-97	FINISHES
CX. SCHOOL TYPE C-98	FINISHES
CY. SCHOOL TYPE C-99	FINISHES
CZ. SCHOOL TYPE C-100	FINISHES
DA. SCHOOL TYPE C-101	FINISHES
DB. SCHOOL TYPE C-102	FINISHES
DC. SCHOOL TYPE C-103	FINISHES
DD. SCHOOL TYPE C-104	FINISHES
DE. SCHOOL TYPE C-105	FINISHES
DF. SCHOOL TYPE C-106	FINISHES
DG. SCHOOL TYPE C-107	FINISHES
DH. SCHOOL TYPE C-108	FINISHES
DI. SCHOOL TYPE C-109	FINISHES
DJ. SCHOOL TYPE C-110	FINISHES
DK. SCHOOL TYPE C-111	FINISHES
DL. SCHOOL TYPE C-112	FINISHES
DM. SCHOOL TYPE C-113	FINISHES
DN. SCHOOL TYPE C-114	FINISHES
DO. SCHOOL TYPE C-115	FINISHES
DP. SCHOOL TYPE C-116	FINISHES
DQ. SCHOOL TYPE C-117	FINISHES
DR. SCHOOL TYPE C-118	FINISHES
DS. SCHOOL TYPE C-119	FINISHES
DT. SCHOOL TYPE C-120	FINISHES
DU. SCHOOL TYPE C-121	FINISHES
DV. SCHOOL TYPE C-122	FINISHES
DW. SCHOOL TYPE C-123	FINISHES
DX. SCHOOL TYPE C-124	FINISHES
DY. SCHOOL TYPE C-125	FINISHES
DZ. SCHOOL TYPE C-126	FINISHES
EA. SCHOOL TYPE C-127	FINISHES
EB. SCHOOL TYPE C-128	FINISHES
EC. SCHOOL TYPE C-129	FINISHES
ED. SCHOOL TYPE C-130	

ALPHABETICALLY	NUMERICAL	ALPHABETICALLY	NUMERICAL
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2	2	2	2
3	3	3	3
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100	100	100	100

[illegible][illegible][illegible]

FINAL GMP CONSTRUCTION DOCUMENTS 07.19.2013

RAY ELEMENTARY SCHOOL
5631 South Kimbark Avenue
Chicago, Illinois 60637
CHICAGO PUBLIC SCHOOLS
CITY OF CHICAGO, MAYOR RICHARD BLUMENTHAL

Sl. No.	Qualification	Date
1	B.A. (HONOURS) - POLITICAL SCIENCE	04.12.2009
2	MA. (HONOURS) - POLITICAL SCIENCE	04.12.2009
3	MA. (HONOURS) - POLITICAL SCIENCE	04.12.2009
4	MA. (HONOURS) - POLITICAL SCIENCE	04.12.2009
5	MA. (HONOURS) - POLITICAL SCIENCE	04.12.2009

GENERAL NOTES

[illegible]

- [illegible]

SYMBOL	DESCRIPTION
	NO ENTRY
	NO RIGHT TURN
	NO LEFT TURN
	NO U-TURN
	NO PARKING
	NO STOPPING
	NO PEDESTRIANS
	NO MOTORISTS
	NO BICYCLES
	NO TRUCKS
	NO HEAVY TRUCKS
	NO MOTORCYCLES
	NO SCOOTERS
	NO BICYCLES AND MOTORCYCLES
	NO BICYCLES AND SCOOTERS
	NO BICYCLES, MOTORCYCLES, AND SCOOTERS
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1. BUILDING CODE
ALL WORK IS TO COMPLY WITH THE LATEST CURRENT BUILDING CODES.
2. THE CITY OF INDIANAPOLIS BUILDING CODE 2010 (NCCB)
STATE ACCESSIBILITY CODE
BUILDING ACCESSIBILITY CODE-APR. 24, 1997 (ACI)
3. NATIONAL ACCESSIBILITY CODE
4. AMERICANS WITH DISABILITIES ACT-JULY 26, 1990 (ADA)
FIRE PREVENTION CODE
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

1. ALL STRUCTURES PERMITTED TO REMAIN WITH EXISTING 8-12-1950 AND 11-2-1950 OF CHICAGO BUILDING CODE. ALL EXISTING WALLS AND CEILING PERMITTED 200 MAX. BE CODES 1 AND PLUMBING PERMITTED 0 TO 25 AND SHALL BE COMPLIANT WITH SECTION 11-8-1950.
2. ALL STRUCTURES PERMITTED TO BE NON-COMBUSTIBLE AND COMPLY WITH SECTION 11-8-1950 OF CHICAGO BUILDING CODE.
3. ALL GLAZES TO COMPLY WITH SECTION 13-13-1950 OF CHICAGO BUILDING CODE.
4. ALL DOORS TO BE REINFORCED IN THE STRUCTURE OF DOORS TO COMPLY WITH SECTION 13-13-1950 OF CHICAGO BUILDING CODE.

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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

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AC	Aluminum	Al-504	Alc. Composites, Electrical, Measuring Detectors
AD	Acrylic	AD-510	Measuring A/C Line Elements and Details
AE	Air		
AF	Airframe		
AG	Ag		
AH	Aluminum		
AI	Aluminum		
AJ	Aluminum		
AK	Aluminum		
AL	Aluminum		
AM	Aluminum		
AN	Aluminum		
AO	Aluminum		
AP	Aluminum		
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BV	Aluminum		
BW	Aluminum		
BX	Aluminum		
BY	Aluminum		
BZ	Aluminum		
CA	Aluminum		
CB	Aluminum		
CC	Aluminum		
CD	Aluminum		
CE	Aluminum		
CF	Aluminum		
CG	Aluminum		
CH	Aluminum		
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CL	Aluminum		
CM	Aluminum		
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CO	Aluminum		
CP	Aluminum		
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EQ	Aluminum		
ER	Aluminum		
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ET	Aluminum		
EU	Aluminum		
EV	Aluminum		
EW	Aluminum		
EX	Aluminum		
EY	Aluminum		
EZ	Aluminum		

[illegible][illegible]

WINDWOOD ELEMENTARY SCHOOL
245 WEST 57TH ST.
CHICAGO, ILLINOIS 60621
CHICAGO PUBLIC SCHOOLS
CITY OF CHICAGO, MAYOR RICHARD DAVID

SMITH HARDING
Architect of Record
CORPORATE: 241 S. Morgan Avenue Suite 200
Champaign, IL 61820
Phone: 219/242-2700
FAX: 219/242-2222
Smith-Harding Engineering
Champaign, IL

DATE	DESCRIPTION	AMOUNT	CHECK NO.	DEPOSITED
1/1/73	1/1/73	100.00		
2/1/73	2/1/73	100.00		
3/1/73	3/1/73	100.00		
4/1/73	4/1/73	100.00		
5/1/73	5/1/73	100.00		
6/1/73	6/1/73	100.00		
7/1/73	7/1/73	100.00		
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9/1/73	9/1/73	100.00		
10/1/73	10/1/73	100.00		
11/1/73	11/1/73	100.00		
12/1/73	12/1/73	100.00		
1/1/74	1/1/74	100.00		
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4/1/79	4/1/79			

**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:

Allowances:

1. We have included a Misc. Moving allowance for each school project of\$ 19,264.00 for a total of \$ 269,696. It is unclear if Berglund will have to do any moving of any furniture. If moving of furniture is required Berglund will complete on a T & M and draw from this allowance. If we exceed this allowance Berglund will be issued a change order for the additional amount.
2. We have included a Sunday Premium allowance for each school project of\$ 12,600.00 for a total of\$ 176,400.

General Clarifications / Qualifications:

3. We do not include Utility Fees, such as electric, water, gas, etc.
4. Allowances for utility relocations not included on documents or field conditions
5. Temporary HVAC is not included.
6. Duct cleaning is not included.
7. MEPFP piping painting or labeling (ID and tags) of existing is not included.
8. Unforeseen conditions or underground obstructions are not included.
9. We do not include Code upgrades not indicated on contract documents.
10. We do not include Building Permit Fees.
11. Hydrostatic testing of existing systems is not included.
12. We do not include the responsibility for performance of existing HVAC systems. (CFM Output)
13. Freezing of piping or repairs to existing isolation valves to isolate the existing system is not included.
14. Com Ed charges or tap fees of any kind are not included.
15. Re-routing of overhead or underground electrical or mechanical feeders if necessary.
16. Sound and Security - rough, devices, cables, and equipment is not included.
17. This proposal does not include any allowances for fire-stopping existing penetrations. We assume all existing rated structures conform to design intent. There are no allowances included in this bid for re-working existing structures.
18. Liquidated damages have not been considered in bid.
19. Temporary utility charges are to be paid by owner.
20. All independent testing costs are to be paid by owner.
21. We have only included (6) Six - (10) ten hour days for our projects with the exception of Hyde Park & Hope Schools. These projects will have (2) Shifts of (6) Six- (10) hour days.
22. All AC Units, including hardware, misc. brackets, etc., including insulated panels shall be furnish and installed by owner.
23. Book 2, Article 16, Section 16.02, 3b. "The Design-Builder shall include a request for payment of 50% of its estimated labor costs for Work to be performed during July, 2013". The request needs to allow 50% of labor and material. Significant material orders such as doors, frames, hardware, mechanical equipment, etc. will be shipped during the month of July. These suppliers need to be included in the July invoice.
24. We do not include waxing of floors for patched flooring areas. However, if a complete new floor is installed within a room we will wax floor.
25. We do not include any equipment or FF&E such as copiers, fax, machines, printers, computers etc., within our proposal.

26.

- a. Classrooms, libraries, labs, offices and similar spaces currently shown in the scopes as requiring paint: These spaces are required to be painted in their entirety. All painted surfaces are to be painted as a part of this work. This includes walls, ceilings, and all associated painted trim. Door frames are excluded unless the scope specifically calls for them to be painted.
- b. Corridors, gymnasiums, auditoria, lunchrooms currently shown in the scopes as requiring paint. Except where the scope specifically requires painting of the entire space either in description of the work or by the associated quantity indicated for the work, these spaces shall be selectively painted only within the surface plan. Plane changes may include inside/outside corners, continuous trim elements, continuous raceways, expansion / control joints, or any other element that creates a continuous division between the subject area to be painted and any other adjacent surface. The extent of painting must be such that there are no paint lines where new paint meets existing.
- c. Incidental painting required where painting is not currently in the scope of work: Selective painting that is required to correct damage to a paint finish that occurs in the course of any contractors work shall cover the entire subject wall including any insets such as window niches.

27. Project Completion dates are contingent upon obtaining materials and or equipment within lead times derived from suppliers and manufacturers. These dates are based upon durations previously reported. ie: Lifts / Elevators for Hope and Hyde Park. Unit Ventilators at Okeefe. Lockers for Hope and Hyde Park.

28. Retention: As proposed by Standard Terms and Conditions, Section 16.02 (Book 2, June 2013), Owner would withhold 5% Cost of the Work as "mobilization: and 25% of Design=Builders Fee until the vertical transportation equipment is installed.

Berglund's proposal is based on revised retention procedures as follows:

- a. Unbilled Contract Balance. Unbilled elevator installation amount and associated Design-Builder General Conditions, Overhead and Fee.
- b. Retention. 5% of Total Contract Line Item of Design-Builder General Conditions, Overhead and Fee less Item A.

29. The Maximum price of all lump sum items are subject to increase for excusable delays.

30. The Guaranteed Maximum Price is subject to the exhibits attached: 5.2 Scope and Performance Criteria; 5.3 Exception/ Clarifications to construction drawings and specifications; and 5-4 other exclusions and qualifications.



CARTER SCHOOL
Smith & Harding

Division 4: Masonry

1. We will try to match the existing masonry patching as close as possible. Please note that there will be some variation due to fading, weathering, and wear in comparison to the existing.

Division 5: Metals

1. We exclude any removal / modifications to the existing security screens at windows for new AC units

Division 6: Woods and Plastics

1. We include 56LF of new marker board to accommodate the (7) rooms indicated in the scope documents and per the site conditions. When measuring the site it was determined that there was not enough room for the quantity given in the scope documents.
2. We will try to match the existing cabinet veneer to be replace as close as possible. Please note that there will be a color variation due to potentially discontinued colors, fading and wear.

Division 9: Finishes

1. The refinishing of the doors and millwork will match the existing finish.
2. The patching of the wood floors will be patched to match existing. Please note that there will be a color variation due to discontinued colors, fading, and wear.
3. We include matching the new paint to the existing paint.
4. We include matching the new VCT to the existing VCT as close as possible. Please note that there will be a color variation due to discontinued colors, fading, and wear.

Division 22: Plumbing

1. We include video/camera of the existing of the roof drain and lines after construction is complete only. We do not include video/camera of the existing lines prior as per the scope of work.



Dewey School
Smith-Harding

General Qualifications

Division 2: Sitework

1. No sitework is included.

Division 5: Metals

2. An allowance of \$25,000 is included to coordinate all new and existing roof-mounted equipment with architectural, structural and electrical scopes.

Division 7: Thermal and Moisture Protection

1. We do not include any roofing asbestos abatement work.
2. We do not include any spray fireproofing.

Division 9: Finishes

1. See global clarifications with regards to painting.



Chicago Public Schools 2013 Investment Program
PACKAGE 9 & 10

Bret Harte School
Smith & Harding

General Qualifications

1. We will request the removal of the fire escape and door from the CFD as per the scope sheet. The removal is included in our pricing; however, we have not anticipated any delays from the CFD for review time.

Division 5: Metals

1. We include (2) new exterior access ladders from roof to roof.

Division 6: Woods and Plastics

1. We include rebuild & paint (4) wood built interior attic hatches at the (4) existing attic ladders.

Division 8: Openings

1. We do not include modifications of existing windows to accommodate new AC units.
2. We assume the new window in Room 207 is furnished and installed by CPS's contractor.
3. We do not include replacing the lower sashes with new glass in Room 205. We assume this is to be completed by CPS's contractor.

Division 9: Finishes

1. We do not include painting in the IDF / MDF Room as per RFI response.
2. We include matching the new paint to the existing paint.
3. We include matching the new VCT to the existing VCT as close as possible. Please note that there will be a color variation due to discontinued colors, fading, and wear.

Division 10: Specialties

1. We do not include any modifications or replacement of any toilet partitions.

Division 11: Equipment

1. We include (1) serving line.

Division 21: Fire Protection

1. We do not include any fire protection.

Division 22: Plumbing

1. We include video/camera of the existing roof drain and lines before and after construction.

Division 23: HVAC

1. We are not providing a new hood as per the RFI response.



Holmes School
Smith & Harding

General Qualifications

Specific Qualifications:

1. This is a Track E school, with an early start of 06/20/13. The completion is 08/12/13.
2. We exclude any and all speaker related scope as this work is not detailed.
3. We exclude any structural repair work not included in the scope sheets.
4. We exclude any modifications of the existing windows to accommodate the new A/C units.
5. We exclude street closing and sidewalk closing fees.



Hope HS
Smith-Harding

General Qualifications

Division 3: Concrete

1. Excavation and concrete work for (1) new wheelchair lift is included.

Division 4: Masonry

1. The corbelled brick masonry closure metal panel pricing is based upon utilizing bronze aluminum.

Division 8: Openings

1. Aluminum frames are included in a dark bronze finish. **Removed from scope**
2. FRP doors are assumed flush with Vandal screen at glazing. **Removed from scope**
3. Preparation of existing doors to receive new hardware is not included.

Division 9: Finishes

1. With regards to painting, please see global clarifications.

Division 14: Conveying Systems

1. The wheelchair lift enclosure is included as painted steel.



Chicago Public Schools 2013 Investment Program
PACKAGE 9 & 10

Ray Elementary
Smith & Harding

Division 9: Finishes

1. The refinishing of the doors and millwork will match the existing finish.

Division 22: Plumbing

1. No camera or rodding of the existing roof drain lines is not included per the scope of work.



Sexton School
Smith-Harding

General Qualifications

Division 7: Thermal and Moisture Protection

1. We do not include any roofing asbestos abatement work.
2. We do not include any fireproof patching.

Division 9: Finishes

1. With regards to painting please refer to global clarifications.



Sherwood School
Smith-Harding

General Qualifications

Division 9: Finishes

1. With regards to painting, see global clarifications.
2. No peeling paint in areas not listed has been included.

EXHIBIT 4 – RESERVED

EXHIBIT 5 – DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM

Project Number: 09

Design – Builder: BERGLUND

Contract Number: 1971

Cost of Construction.....	\$12,264,855.00
Cost of Design (Architect and Engineer) Fees	\$1,072,991.00
General Conditions	\$1,336,526.00
General Requirements	\$208,488.00
Berglund Construction's Bond and Insurance	\$274,984.00
Design-Builder's Contingency	\$425,000.00
Design-Builder's Overhead and Fee	\$1,349,048.00

GUARANTEED MAXIMUM PRICE

\$16,931,892.00

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059																																									

Sub Total - Cost of Construction	\$1,975,673	\$0	\$1,644,073	\$0	\$773,538	\$0	\$1,016,005	\$0	\$3,706,004	\$0	\$1,205,590	\$0	\$1,300,268	\$0	\$1,178,650	\$0	\$12,473,343
Envelope (Aluminum)	\$154,172	Sub/E/ECG	\$224,000	Sub/E/ECG	\$11,005	Sub/E/ECG	\$12,435	Sub/E/ECG	\$85,127	Sub/E/ECG	\$100,681	Sub/E/ECG	\$41,497	Sub/E/ECG	\$75,688	Sub/E/ECG	\$713,543
Aluminum Insulation Allowance	\$8,528	TBD	\$8,528	TBD	\$8,528	TBD	\$8,528	TBD	\$8,528	TBD	\$8,528	TBD	\$8,528	TBD	\$8,528	TBD	\$78,508
Window Premium Allowance	\$13,300	TBD	\$13,300	TBD	\$0	TBD	\$0	TBD	\$0	TBD	\$0	TBD	\$0	TBD	\$0	TBD	\$0
Sub Total - Cost of Construction	\$1,975,673	\$0	\$1,644,073	\$0	\$773,538	\$0	\$1,016,005	\$0	\$3,706,004	\$0	\$1,205,590	\$0	\$1,300,268	\$0	\$1,178,650	\$0	\$12,473,343

2013 School Investment Program Final GMP Pricing
August 1st, 2013

Description	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subcontractor	Cost	Subco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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 of \$1,072,991.00 for Design Phase Services 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 \$1,349,048.00 in accordance with Article 7 of Book 1 and Exhibit 5.

2. DESIGN BUILDER'S COMPENSATION FOR CONSTRUCTION PHASE SERVICES

- a. Design Builder shall be paid a lump sum of \$1,336,526.00 as full compensation for General Conditions; and
- b. a sum that shall not exceed \$208,488.00 for General Requirements; and
- c. a lump sum of \$274,984.00 for Berglund Construction's Bond and Insurance; and
- d. a sum that shall not exceed \$12,264,855.00 for Construction Costs as provided in Section 8.2 of Book 1 and Exhibit 5.
- e. GENERAL CONDITIONS REIMBURSEMENT ITEMS.
The Design Builder's General Conditions Reimbursement includes compensation for the following work and services:

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

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

(Copier, Fax, Computers, Printers, Plotters)

.3 Communication Equipment

- .1 Telephone service including local calls and site telephone service.**
- .2 Mobile Phone Service**
- .3 Computer charges, including internet service.**

.4 Miscellaneous

- .1 Parking, mileage and cab fares.**
- .2 Data processing costs related to the work.**

f. GENERAL REQUIREMENTS REIMBURSEMENT ITEMS

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

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

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .8 Fences and Gates
- .9 General Cleaning and Disposal
 - .1 General Construction Cleaning
 - .2 Dumpster Container service, removal and disposal
 - .3 Floor Trash Buggies
 - .4 Labor for General Cleanup
- .10 Miscellaneous
 - .1 Monthly Construction Progress Photos
 - .2 Postage/Overnight mail/Messenger Service
 - .3 Out of Town Travel Expenses
 - .4 Temporary Toilets
 - .5 Copier Charges
 - .6 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, Construction Costs, Allowances (as defined hereinafter), Bonds and Insurance, Cost of Design and the Design Builder Contingency (as defined hereinafter) shall be referred to as the Cost of the Work.

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

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- a. Design Builder Allowances. The Commission and the Design Builder acknowledge that the Design Builder may carry allowances related to certain Construction Costs or General Conditions and Requirements Costs for portions of the Work that are anticipated by both parties but have not been completely defined at the time of the GMP ("Design Builder Allowances"). Design Builder Allowances, if any, shall be shown in Exhibit 5 GMP with the description "Design Builder Allowance". Usage of Design Builder Allowances shall be conditioned upon the Design Builder providing the Commission with contemporaneous written notice, which notice shall include a description and cost of the Work to be covered by the use of the Design Builder Allowance, the entities being paid, and the reasons for the use of the Design Builder Allowance. In the event the Commission determines that the application of a Design Builder Allowance was inconsistent with the terms of the Agreement or Exhibits, the Design Builder shall be responsible for returning such sums to the Design Builder Allowance line item.

5. 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 written notice, which notice shall include a description and amount of the

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

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

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

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

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

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

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

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

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

_____ dollars (\$ _____),

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

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

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

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

WITNESS:

BY
(Seal
)

Name Individual Principal

(Seal
)
Business Address Individual Principal

City State Partner -

CORPORATE SEAL

ATTEST:

Corporate Principal

BY BY

Secretary President

Title Title

Title Title

Business Address

Corporate Surety

BY

Title

Title

Business Address CORPORATE SEAL

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

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

Principal was then President who signed on behalf of the
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)
06/28/2013

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.

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

PRODUCER LIC #36-3066541 Willis of Illinois, Inc. Willis Tower 233 South Wacker Drive, Suite 2000 Chicago, IL 60606	1-312-288-7700	CONTACT NAME: PHONE (A/C, No, Ext): 312-288-7700 FAX (A/C, No): 312-621-6875 E-MAIL: ADDRESS:
INSURED Berglund Construction Company 8410 S. Chicago Avenue Chicago, IL 60617		INSURER(S) AFFORDING COVERAGE INSURER A: AMERICAN CONTRACTORS INS CO RRG INSURER B: Hartford Fire Insurance Company INSURER C: XL Insurance America, Inc. INSURER D: ACIG Insurance Company INSURER E: Steadfast Insurance Company INSURER F: AGCS Marine Insurance Company

COVERAGES

CERTIFICATE NUMBER: 34498083

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	GENERAL LIABILITY	X X	GL13000001 Primary	06/01/13	06/01/14	EACH OCCURRENCE \$ 5,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GL13X00001 Excess	06/01/13	06/01/14	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 5,000,000
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COM/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	X	83UENRZ9361	06/01/13	06/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	US00058017LI13A	06/01/13	06/01/14	EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>				AGGREGATE \$ 25,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	WCA000004013	06/01/13	06/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N	WCA000008013	06/01/13	06/01/14	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E	Pollution/Professional	X	EOC399931706	06/01/13	06/01/14	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Builders Risk		MZI93041656	06/01/13	06/01/14	See below

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

See Attached Endts for Additional General Liability Limit Information See attached for BDR coverage information
The following are additional insured(s) primary/non-contributory on the General Liability, Automobile Liability and the Builders Risk when required by written contract or agreement: the Public Building Commission of Chicago; the Board of Education of the City of Chicago; Chicago Public Schools and the City of Chicago and their respective Board members, employees, elected officials, officers or representatives. When required by written contract or agreement, a waiver of subrogation applies in favor of the additional insureds on the General Liability and Workers Compensation. 30 day Notice of Cancellation applies per the attached. General Liability policy does not exclude work within 50 feet of

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission of Chicago

50 West Washington Street
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

Andrea Paris

COI - BERGLUND - CMC - SIPB1971 - 20130625

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
 2. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.
 5. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services, including:
 - a) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or,
 - b) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.
 6. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 7. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
- C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of ISO CG20101185, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2013

Policy No.: GL13000001

Endorsement No.: 0

Policy Effective: 06/01/2013

Premium \$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2013

Policy No.: GL13000001

Endorsement No.: 0

Policy Effective: 06/01/2013

Premium \$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2013

Policy No.: GL13000001

Endorsement No.: 0

Policy Effective: 06/01/2013

Premium \$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed the General Aggregate Limit under Limits of Insurance, Section III, of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2013

Policy No.: GL13000001

Endorsement No.: 0

Policy Effective: 06/01/2013

Premium \$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**1. Number of days advance notice:**

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2013

Policy No. WCA000008013

Endorsement No.

Policy Effective Date: 06/01/2013 to 06/01/2014

Premium \$

Insured Berglund Construction Company

DBA:

Carrier Name/Code: ACIG Insurance Company

Countersigned by

Nancy Spafford

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**1. Number of days advance notice:**

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2013

Policy No. WCA000004013

Endorsement No.

Policy Effective Date: 06/01/2013 to 06/01/2014

Premium \$

Insured Berglund Construction Company

DBA:

Carrier Name/Code: ACIG Insurance Company

Countersigned by

Nancy Sprattle

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

06/28/2013

NAME OF INSURED: Berglund Construction Company

(Description of Operations CONT.)

any railroad.

Builders Risk Policy Information:

Builders Risk Coverage:

Any One Location Limit: \$20,000,000

Per Disaster Limit: \$20,000,000

Transit Limit: \$250,000

Temporary Location Limit: \$250,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

**PAYMENT
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 105937467

CONTRACTOR:

(Name, legal status and address)

Berglund Construction Company
8410 S. South Chicago Avenue
Chicago, Illinois 60617

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER:

(Name, legal status and address)

Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, Illinois 60602

CONSTRUCTION CONTRACT

Date:

Amount: \$17,800,000.00

Description: **PBC Contract No. PS1971; School Renovation, CPS School Investment Program Project #9 at Facility #'s:**

Carter: 18910; Dewey: 18930; Harte: 18250; Holmes: 18635; Hope HS: 18740; Ray: 18460; Sexton: 18490; Sherwood: 1850

(Name and location)

BOND

Date: June 24th, 2013

(Not earlier than Construction Contract Date)

Amount: \$17,800,000.00

Modifications to this Bond: ☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

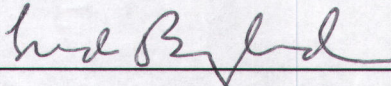
Berglund Construction Company

SURETY

Company:

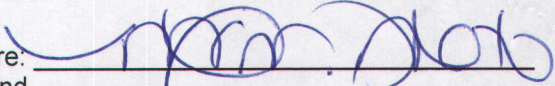
(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: 

Name and

Title: Fred Berglund, President

Signature: 

Name and

Title: Gina M. Damato, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends,, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to who the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond,, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of the Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



POWER OF ATTORNEY

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

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

Attorney-In Fact No.

226725

Certificate No.

005513703

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

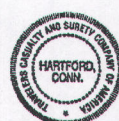
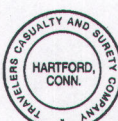
Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, Ann Mulder, Matthew Donovan, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, Brendan Reilly, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, and Mary Jo Campbell

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of May, 2013.

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

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



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 31st day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Marie C. Tetreault, Notary Public

**PERFORMANCE
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 105937467

CONTRACTOR:

(Name, legal status and address)

Berglund Construction Company
8410 S. South Chicago Avenue
Chicago, Illinois 60617

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER:

(Name, legal status and address)

Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL. 60602

CONSTRUCTION CONTRACT

Date:

Amount: \$17,800,000.00

Description: **PBC Contract No.: PS1971; School Renovation; CPS School Investment Program Project #9, for Facility #'s:
Carter: 18910; Dewey: 18930; Harte: 18250; Holmes: 18635; Hope HS: 18740; Ray: 18460; Sexton: 18490; Sherwood: 1850**
(Name and location)

BOND

Date: June 24th, 2013

(Not earlier than Construction Contract Date)

Amount: \$17,800,000.00

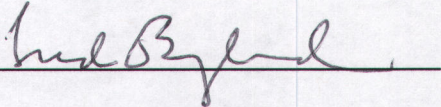
Modifications to this Bond: X ☐ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Berglund Construction Company

Signature: 

Name and

Title:

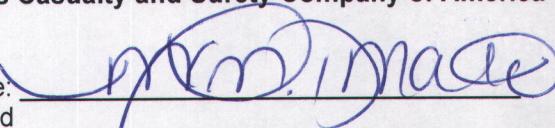
Fred Berglund, President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: 

Name and

Title:

Gina M. Damato, Attorney-In-Fact

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after .1 the Owner first provides notice to the Contract and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss

the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after the receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract.

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment of the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of the Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which

the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable to the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)
CONTRACTOR AS PRINCIPAL SURETY

Company: _____ (Corporate Seal)
Signature: _____
Name and Title: _____
Address: _____

Company: _____ (Corporate Seal)
Signature: _____
Name and Title: _____
Address: _____



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 226725

Certificate No. 005513713

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

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, Ann Mulder, Matthew Donovan, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, Brendan Reilly, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, and Mary Jo Campbell

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of May, 2013.

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

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



State of Connecticut
City of Hartford ss.

By: Robert L. Raney

Robert L. Raney, Senior Vice President

On this the 31st day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

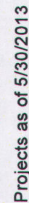


Marie C. Tetreault
Marie C. Tetreault, Notary Public

EXHIBIT 10 - COMMUNITY AREA MAPS

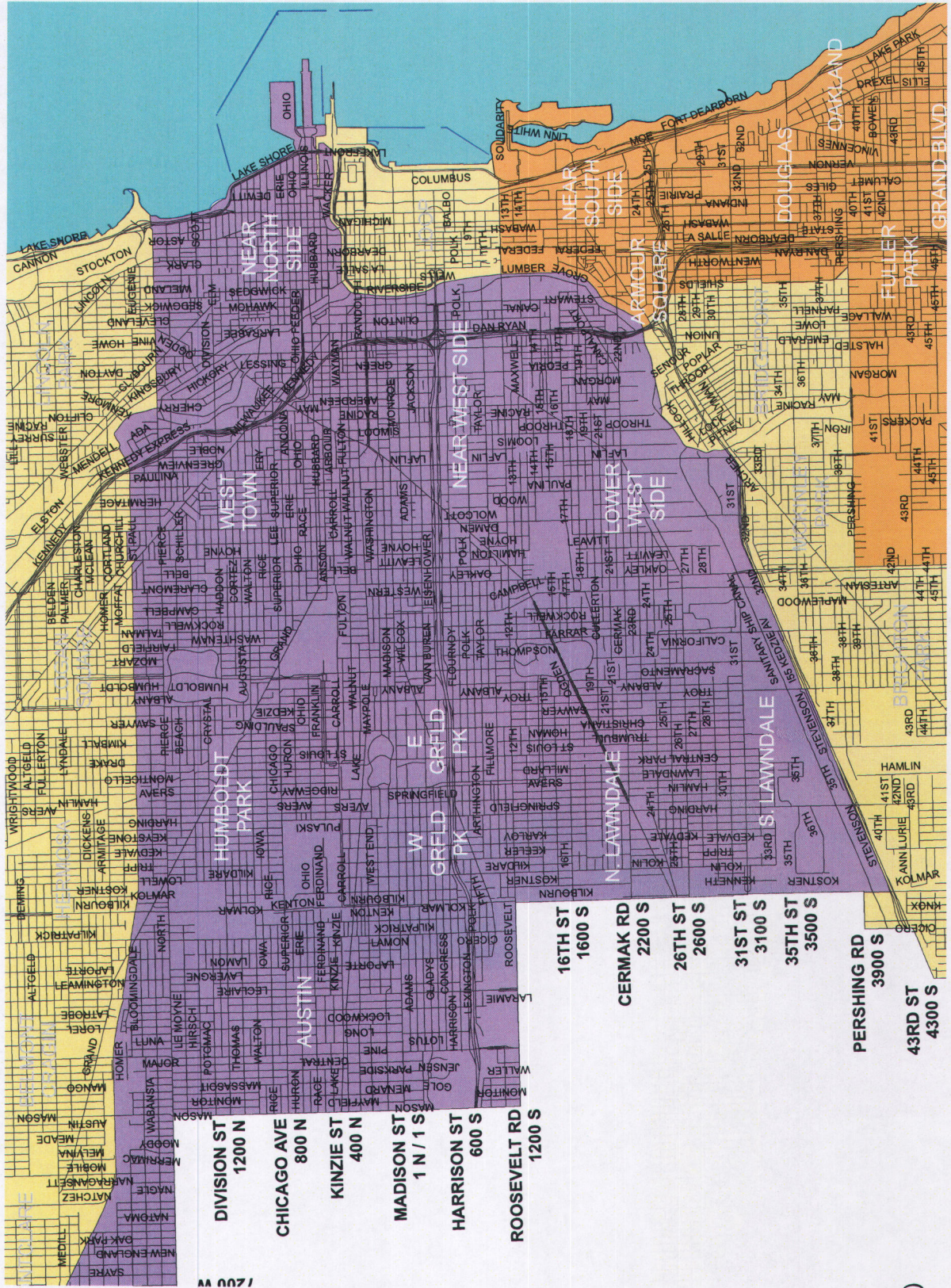
Maps for Community Zone Areas A, B, and C as delineated in the maps attached hereto.

18000: 04-04-01
Name: AER_PBC_SJN_CommunityHingZoneA2_20130423_NoLabels





CPS School Investment Program Community Hiring Zone B



- Zone A
- Zone B
- Zone C

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

Projects as of 5/30/2013

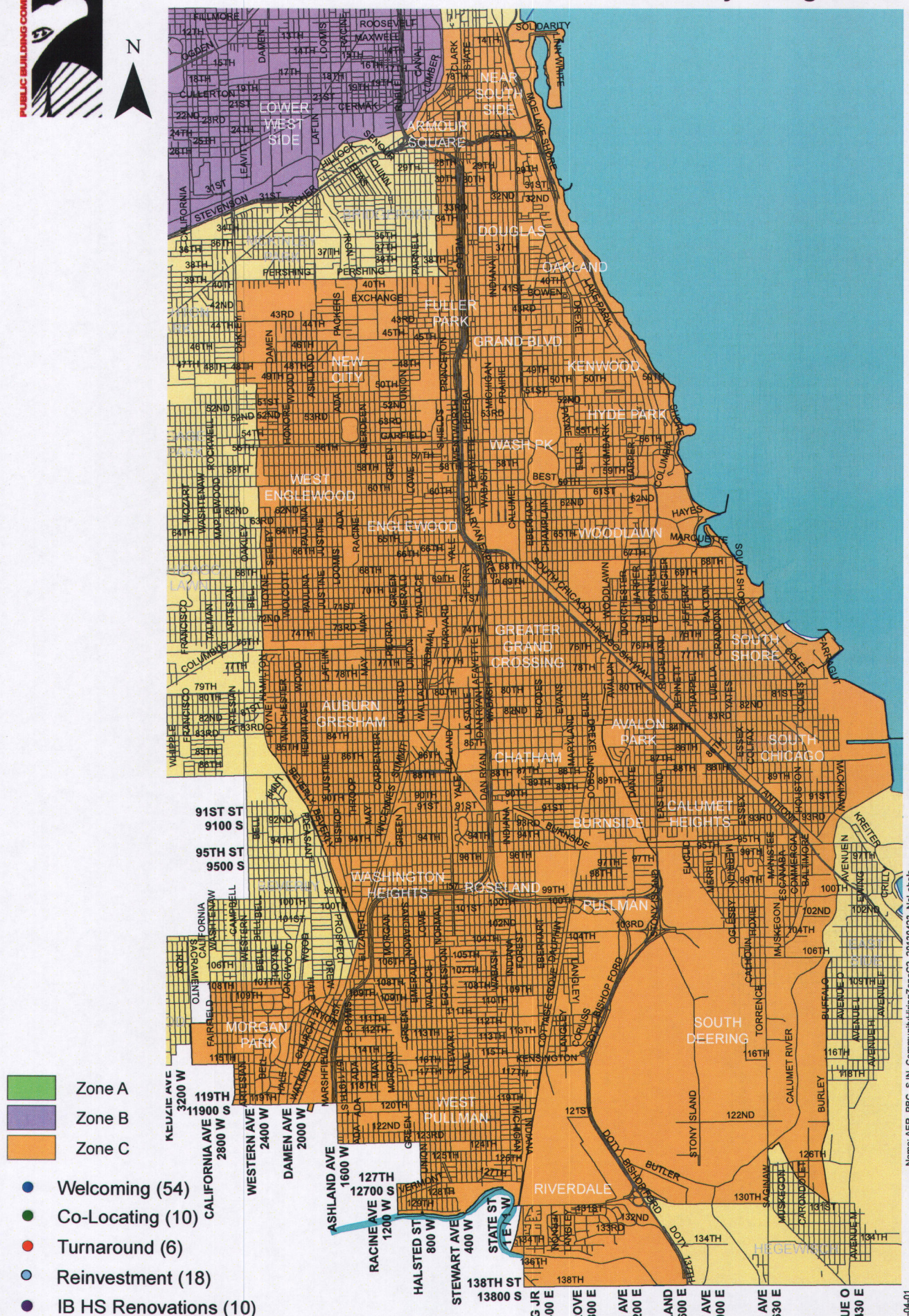


EXHIBIT 11 – SCHEDULE C (LETTERS OF INTENT)

ATTACHED HERETO

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

ATTACHED HERETO

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").

PROJECT NO.: 9

\$16,619,132

Minority/Woman Business Enterprise Utilization Plan to achieve the MSE/WBE goals established by the PBC, specifically a min

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.

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attach a letter on its

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 MSE/WBE firms

County of Cook

Seat:



EXHIBIT 13 – DISCLOSURE AFFIDAVIT

AS SUBMITTED FROM INITIAL RFP

SECTION VI – DISCLOSURE AFFIDAVIT

PROPOSER INFORMATION	
NAME OF DESIGN-BUILD ENTITY	Berglund Construction Company
CONTACT PERSON	Fred Berglund, President
ADDRESS	8410 S South Chicago Avenue
CITY, STATE, AND ZIP CODE	Chicago, IL 60617
TELEPHONE NUMBER	773-374-1000
FAX NUMBER	773-374-0701
E-MAIL ADDRESS	fberglund@berglundco.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:
<u>PLEASE SEE ATTACHED LISTING</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

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

Is the corporation owned partially or completely by one or more other corporations?

Yes ☐ No ☒

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

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

Names of Shareholders	Percent Interest Owned
Fred Berglund	100 %
	%
	%
	%

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,, 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.

None

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.

Berglund Construction does not owe any fine, fee, tax or other to the
City of Chicago or any government entity.

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.

Berglund Construction is not party to any pending lawsuits against
the City of Chicago, the Public Building Commission of Chicago nor
has been sued by the City of Chicago or any other government entity.

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:
None

(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.

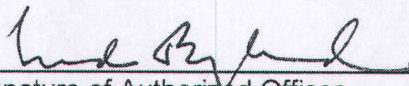
Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Proposer will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

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

Fred Berglund

Name of Authorized Officer (Print or Type)

President

Title

773-374-1000
Telephone Number

State of Illinois

County of Cook

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

Mr. Fred Berglund (Name) as President (Title) of

Berglund Construction Company (Bidder/Proposer or Contractor)

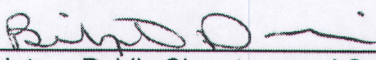

Notary Public Signature and Seal



EXHIBIT 14 – DISCLOSURE OF RETAINED PARTIES

AS SUBMITTED FROM INITIAL RFP

SECTION VII – DISCLOSURE OF RETAINED PARTIES

(1) DEFINITIONS AND DISCLOSURE REQUIREMENTS

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

(2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction:
2013 School Investment Program
- b. Description or goods or services to be provided under Contract:
Public Affairs Consulting
- c. Name of Proposer:
Berglund Construction Coompany

- (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:

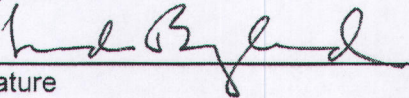
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
Jay Doherty	210 East Pearson Street	Lobbyist	\$1000
	Suite 9-B		
	Chicago, IL 60611		

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

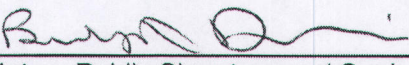
Fred Berglund
Name (Type or Print)

President
Title

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

Mr. Fred Berglund (Name) as President (Title) of

Berglund Construction Company (Bidder/Proposer or Contractor).


Notary Public Signature and Seal

