EXHIBITS

TO

DESIGN-BUILD AGREEMENT BETWEEN

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

BERGLUND CONSTRUCTION COMPANY

2013 SCHOOL INVESTMENT PROGRAM
PROJECT NUMBER 10
CONTRACT NUMBER PS1972

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

- 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.
- 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.
- 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)
- 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)

- 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 <u>Commission and User Agency review and approval</u>. 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 <u>for Commission and User Agency</u> <u>review and approval.</u> (IF APPLICABLE)
- 17. Develop a signage plan and specifications for <u>Commission and User Agency review</u> 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.

- 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.

- 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 a 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 replace 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 10. 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 10.

BOOK 3 VOLUME 1 OF 2

SPECIFICATIONS DIVISIONS 01 THRU 14

CONTRACT NO. PS1972

SCHOOL INVESTMENT PROGRAM RENOVATIONS

ANDREW CARNEGIE ELEMENTARY SCHOOL
JOHN FOSTER DULLES ELEMENTARY SCHOOL
DUMAS TECHNOLOGY ACADEMY
ENRICO FERMI ELEMENTARY SCHOOL
HYDE PARK ACADEMY HIGH SCHOOL
ISABELLE C. O'KEEFFE ELEMENTARY SCHOOL

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel Chairman

Erin Lavin Cabonargi Executive Director

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ISSUED FOR CONSTRUCTION 26 JUNE 2013

BOOK 3 VOLUME 2 OF 2

SPECIFICATIONS DIVISIONS 22 THRU 33

CONTRACT NO. PS1972

SCHOOL INVESTMENT PROGRAM RENOVATIONS

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PUBLIC BUILDING COMMISSION OF CHICAGO

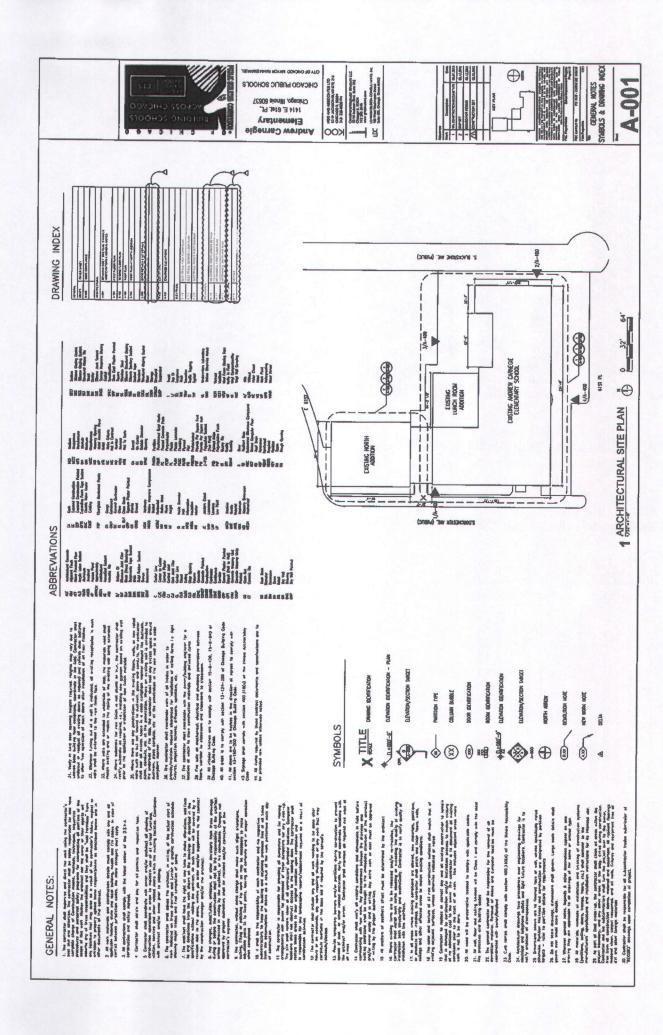


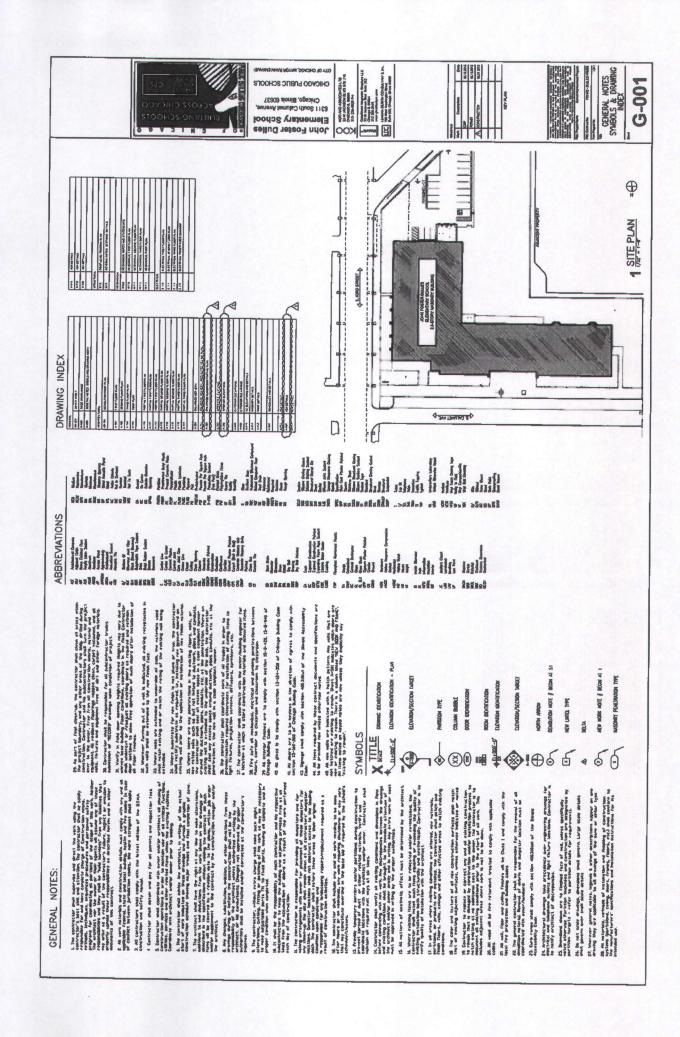
Mayor Rahm Emanuel Chairman

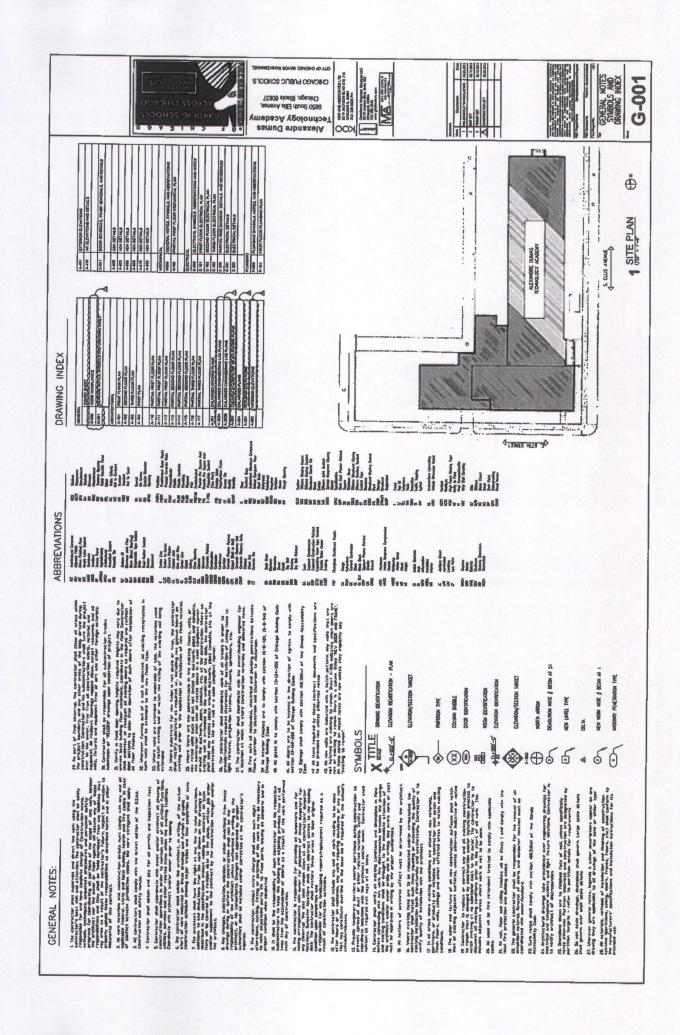
Erin Lavin Cabonargi Executive Director

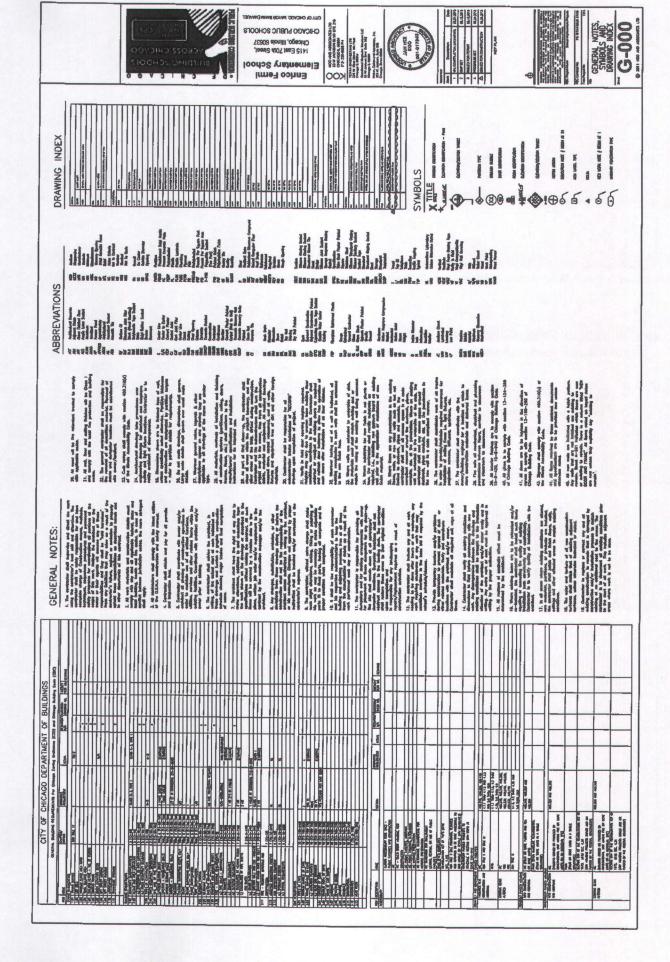
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ISSUED FOR CONSTRUCTION 26 JUNE 2013











DRAWING INDEX

CHICAGO PUBLIC SCHOOLS AIGH SCHOOL

HYDE PARK

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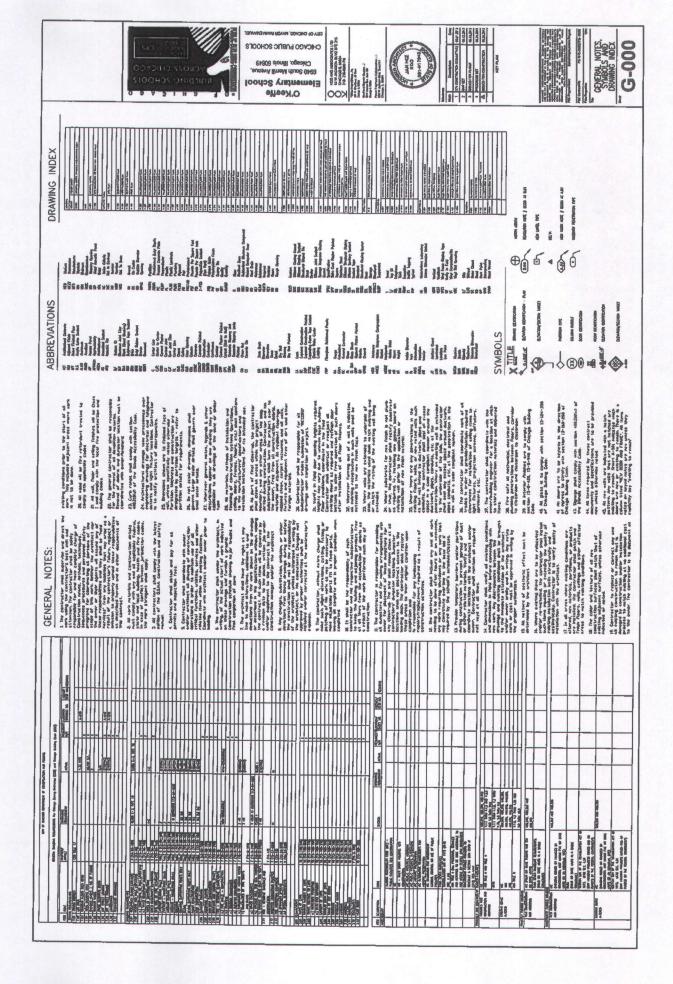


EXHIBIT 3 –EXCEPTIONS/CLARIFICATIONS TO CONSTRUCTION DRAWINGS AND SPECIFICATIONS

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

PACKAGE 9 / 10 Global Clarfications

Design-Build Team

Contractor: Berglund Construction

Allowances:

- 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.
- 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.

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:

- 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 in increase for excusable delays.
- 30. The Guaranteed Maximum Price is subject of 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.

Dumas School Date: 07/24/13

Chicago, IL 60637

Clarifications

1 Area of work to remain un-occupied during construction.

Numerous classrooms have damaged finishes in excess of the quantities indicated in the Scope. We will replace only the quantity indicated in the scope.

If an item has no cost on the scope sheet, we do not include it our budget.

We include wood trim at new marker board skins only where DB feels it is neccassary.

- 5 Sill Replacement Shall be with in like material. Profile and color may not match perfectly (RFI response A-33). Cast Stone replacement sills will be colored matched as close as possible.
- Scope calls for new marker board skins in Room 103. This room already has marker boards, which are in good condition. Unless directed otherwise we will eliminate this scope.

Numerous classrooms have broken terra cotta sills in excess of the quantities indicated in the Scope. We will replace only the quantity indicated in the scope, choosing the worst, unless directed otherwise.

- 8 Scope document directs that some classroom entry doors, that are not currently accessible, be refinished. We understand from the transferred standards that refinishing doors does not trigger full compliance of the door. However, if we are replacing doors, frames or hardware, we understand that we are required to make that door fully accessible. We will proceed with this understanding unless directed otherwise.
- 9 Floor waxing is not included in patched areas. However, if all new flooring is installed in a room, we will wax floor.

Items not included in our proposal

- 1 Refrigerant reclaim
- 2 Code upgrades only as required.
- 3 Liquidated or consequential damages
- 4 Unforseen conditions or underground obstructions
- 5 Sound and Security rough, devices, cables, and equipment
- 6 Anything that is not specifically mentioned in the Owner's narrative or drawings

O'Keefe School Date: 07/24/13

Chicago, IL 60637

Clarifications

Numerous classrooms have damaged finishes in excess of the quantities indicated in the Scope. We will replace only the quantity indicated in the scope.

- 2 We include wood trim at new marker board skins only where DB feels it is neccassary.
- We do not include any work related to alternate #2. The scope of work is currently undefined and will need to be priced once more information is received.
- Scope document indicates non-standard, and non-compliant servery at the Kitchen (Rm 113). Our observations reveal that the servery is in fact non-standard, and non-compliant. We recommend reconfiguring the servery, which will require altering existing walls, and entries. However, there is no corresponding quantity, or cost associated with this line item. We will NOT proceed with this recommendation, unless directed otherwise.
- 5 We only include downspout replacement in rooms 109, 103 and all roof drains on the Annex building, per are camera reports.
- The current lead time for the unit ventilators is estimated at 10-12 weeks after approval. This work will be after the 8/12/2013 deadline and will need to be corrdinated with CPS/PBC.
- Main Building Superstructure Retrofit Some exposed steel superstructure has obvious deterioration and deformation, and in some cases the steel sections appear bent and twisted which is a matter of concern. Scope document contains no indication of this. We recommend a structural engineer scrutinize the condition/integrity of the exposed steel superstructure and determine if any structural repairs are needed. We will not include any work with the steel unless directed otherwise.
- 15 Floor waxing for new floor patchwork is not included. However, if a whole new floor is installed in a room, we will include

Items not included in our proposal

- 1 Code upgrades not indicated on documents
- 2 Liquidated or consequential damages
- 3 Unforseen conditions or underground obstructions
- Sound and Security rough, devices, cables, and equipment
- 5 Anything that is not specifically mentioned in the Owner's narrative or drawings





CARNEGIE ELEM SCHOOL

Design-Build Team
Contractor: Berglund Construction
Architect: Koo and Associates

School Specific Qualifications:

- 1. In order to meet the expedited schedule, this proposal includes working six (6) days a week (Monday thru Saturday), with one (1) shift of ten (10) hours.
- This is a Track R school. Proposal based on start date of: 06/25/13 and substantial completion date of: 08/05/13
- We exclude any work to the rooftop condensing unit. The existing unit is a new model that was recently replaced.
- 4. We exclude any Safety and Security work (Not in scope)
- 5. We exclude any Food Service / kitchen work (Not in scope)
- 6. We excluded modifications of existing windows to accommodate new A/C units, including any adjustments to the security screens and window treatments.
- 7. Any work to the existing boilers (Not in Scope)

Carnegie School Exclusions

- 1. Any work with the outside air damper & related
- Any and all scope identified as "Recommended Additional Scope" on the PBC provided June 3, 2013 scope sheet is excluded from base scope, and must be approved as an alternate to include in the project.
- 3. Replacement of the exterior unit ventilator louvers (See add alternate # 7)
- 4. All mechanical scope is excluded
- 5. Utility Fees, such as electric, water, gas, etc.
- 6. We exclude furnish and installing the insulated panel, A/C bracket and A/C's.
- 7. Allowances for utility relocations not included on documents or field conditions
- 8. Floor waxing for floor patching is not included. However if new floor is installed within a room, we will wax floor.
- 9. Temporary HVAC
- 10. Duct cleaning
- 11. Unforeseen conditions or underground obstructions
- 12. Anything that is not specifically mentioned in the Owner's narrative or drawings
- 13. Building Permit Fees
- 14. Hydrostatic testing
- 15. Gas piping removal, relocation, or new
- 16. Temporary HVAC
- 17. Responsibility for performance of existing HVAC systems (CFM output)
- 18. Freezing of piping or repairs to isolation valves to isolate the existing system
- 19. ComEd charges or tap fees of any kind
- 20. Sound and Security rough, devices, cables, and equipment
- 21. Anything that is not specifically mentioned in the Owner's narrative or drawings
- 22. We exclude any electrical associated with the rooftop condensing unit.

School Specific Alternates: Carnegie Elementary



Chicago Public Schools 2013 Investment Program PACKAGE # 10

- Any and all scope identified as "Recommended Additional Scope" on the PBC provided June 3, 2013 scope sheet is excluded from base scope, and must be approved as an alternate to include in the project.
- 2. Alternate # 1: Add \$1,845 Exterior Door # 8 replace push bar egress hardware.
- 3. Alternate # 2: Add \$9,347 Replace existing roofing at three (3) entrance canopies, slope roofs to provide for proper drainage.
- 4. Alternate # 3: Add \$2,439 Locally remove loose mortar and tuckpoint corresponding joints above kitchen entrance.
- 5. Alternate # 4: (No Bid received) Locally remove loose mortar and tuckpoint corresponding joints at north elevations.
- 6. Alternate # 5: Add \$1,657 Locally remove loose mortar and tuckpoint corresponding joints at boiler room entrance.
- 7. Alternate # 6: Add \$7,194 South Elevation remove existing sealant from exposed areas of first floor lintels at east portion of south elevation / repair masonry due to removal of tacked on block.
- 8. Alternate # 7: Add \$81,984 Replace all unit ventilators louvers with new louvers with integral waterproofing.
- 9. Alternate # 8: Add \$1,246- East 61st Entrance exterior cantilevered soffit, scrape 50 SF and paint 100 SF.
- 10. Alternate # 9: Add \$872- Blackstone Avenue Entrance, scrape 50 SF and paint 100 SF.



Chicago Public Schools 2013 Investment Program PACKAGE 9 & 10

Dulles Elementary School

Holmes Smith & Harding

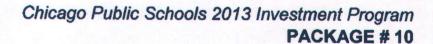
General Qualifications

Specific Qualifications:

- Current pricing includes raising the upper parapet wall by 8" in masonry RFI response (itemA-3) 6-5-13 Questions
 need for raising. This will allow us to meet the typical industry standard roof flashing height clearances. Any other
 standards outside of these were not considered are considered excluded.
- 2. No scupper installation allowance has been included for the lower roof and upper roof.
- 3. Includes working (6) days a week Monday thru Saturday, 10-hours a day.
- 4. This is a Track E school, with an early start of 06/20/13. The completion is 08/12/13.
- 5. We exclude any and all speaker related scope as this work is not detailed.
- 6. We exclude any structural impairment repair not included in the scope sheets.
- We exclude any modifications of the existing windows to accommodate the new A/C units, include any adjustments to the window treatments and window security screens.
- 8. We exclude street closing and sidewalk closing fees.
- During the removal of the any trees (currently excluded), if any underground utilities are not properly located on the IFB set and they are impacted by the removal, the utilities are considered unforeseen. Any additional unforeseen efforts are excluded.
- Any Dept of Forestry or any other recognized organization's concerns regarding the removal of the trees would be considered unforeseen, and are excluded.
- 11. Excludes roofing alternates (recommended scope). To be provided separately.
- 12. To properly test the existing unit ventilators, the existing boiler must be operational.
- 13. We exclude any and all modifications to the existing school's fencing systems to accommodate our work. If any changes are required to our site logistics plan, those would be considered an added cost change.
- 14. We included the installation of (1) Kitchen hood system only.
- 15. We exclude utility Fees, such as electric, water, gas, etc.

Specific Exclusions: Dulles Elementary

- 1. Allowances for utility relocations not included on documents or field conditions
- 2. Floor waxing for floor patching is not included. However, if a new floor is installed in a room we will wax floor.
- 3. Duct cleaning
- 4. Unforeseen conditions or underground obstructions
- 5. Anything that is not specifically mentioned in the Owner's narrative or drawings
- 6. Building Permit Fees
- 7. Hydrostatic testing
- 8. Gas piping removal, relocation, or new
- 9. Responsibility for performance of existing HVAC systems (CFM Output)
- 10. ComEd charges or tap fees of any kind
- 11. Re-routing of overhead or underground electrical feeders
- 12. Sound and Security rough, devices, cables, and equipment
- 13. Anything that is not specifically mentioned in the Owner's narrative or drawings





Hyde Park Academy

Design-Build Team

Contractor: Berglund Construction Architect: Koo and Associates

School Specific Qualifications:

- In order to meet the expedited schedule, this proposal includes the following field work hours: six (6) days a
 week (Monday thru Saturday) with two (2) shifts of (10) hours. Hence, working (20) out of the (24) hours
 per day.
- 2. We will have to work most Sundays in order to complete Hyde Park Academy on time.
- 3. This is a Track R school. Proposal based on start date of: 06/25/13 and substantial completion date of: 08/12/13
- 4. We exclude the LULA elevator in the ROTC area on the 3rd floor. This has been replaced by a ramp per Koo and Associates GMP drawings dated 06/12/13.
- 5. We exclude any Safety and Security work (Not in scope)
- 6. We included an alternate backflow preventer, WATTS series 007 Double check valve assemblies. This was a significant cost savings, approximately \$39,200 on the entire project.

Hyde Park School Exclusions

- 1. Repair of peeling paint not specifically in the scope narrative from Concord Group
- 2. Utility Fees, such as electric, water, gas, etc.
- 3. Allowances for utility relocations not included on documents or field conditions
- 4. Floor waxing for floor patching areas is not included. However, if a all new floor is installed in a room we will wax floor.
- 5. Duct cleaning
- 6. Unforeseen conditions or underground obstructions
- 7. Anything that is not specifically mentioned in the Owner's narrative or drawings
- 8. Code upgrades not indicated on contract documents
- 9. Building Permit Fees
- 10. Responsibility for performance of existing HVAC systems (CFM Output)
- 11. Freezing of piping or repairs to isolation valves to isolate the existing system

School Specific Alternates: Hyde Park Academy

1. None

Fermi School Date: 07/24/13

Chicago, IL 60637

Clarifications

- Numerous classrooms have damaged finishes in excess of the quantities indicated in the Scope. We will replace only the quantity indicated in the scope.
- 2 We include wood trim at new marker board skins only where DB feels it is neccassary.
- 3 With regards to painting, please refer to global painting clarifications.
- 4 We included no structural framing for the condensing roof unit at rms 124/125.
- Scope document directs replacement of missing tempered glass in Fire Extinguisher Cabinet (FEC). Our observations reveal that the existing FEC is actually a standard locker modified with an opening in the door. This opening may potentially receive a tempered glass insert. However, the modified locker door is fitted with typical hardware which could be "locked", thus preventing the door from being opened. Further, the existing opening for the glass insert is currently too small to allow extraction and use of the fire extinguisher should the locker be "locked" in the event of a fire. This configuration does not meet NFPA standards for FEC's. We will proceed with installing the glass unless directed otherwise.
- 6 Scope document directs to "replace select insulated panels at curtain wall", but does not map the panels to any specific location. Our observations reveal that all of the insulated panels need replacement. Our recommedation is to replace all of the insulated panels. We will NOT proceed with this recommendation, but will replace 100sf of the most damaged insulated panels.
- 7 Scope document directs to "replace leaking faucet" for classroom 223. Our observations reveal that the faucet is neither damaged, or leaking. We recommend removing this item from the scope. We will proceed with this recommendation, unless directed otherwise.
- 13 Floor waxing is not included for floor patched areas. However, if a new floor is installed in a room we will wax that floor

Items not included in our proposal

- 1 Refrigerant reclaim
- 3 Liquidated or consequential damages
- Unforseen conditions or underground obstructions
- 5 Sound and Security rough, devices, cables, and equipment

EXHIBIT 4 – RESERVED

EXHIBIT 5 – DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM

Project Number:

10

Design – Builder:

BERGLUND

\$14,855,736.00

Contract Number:

1972

Cost of Construction	\$11,231,958.00
Cost of Design (Architect and Engineer) Fees	\$708,555.00
General Conditions	\$1,007,414.00
General Requirements	\$156,379.00
Berglund Construction's Bond and Insurance	\$246,735.00
Design-Builder's Contingency	\$334,224.00
Design-Builder's Overhead and Fee	\$1,170,471.00

GUARANTEED MAXIMUM PRICE

Sub Total - Cost of Construction	CO 1000 P C VIII AND I C VIII A	Sunday Premium Allowance	Uncommitted Hems	Environmental (Aparement)	OTROCOL MISCANI DEIGUR ILIGATION DE	Subcooking Default Insurance	General Requirements	Emergency Battery Units	Window Air Conditioning	IPAD Low Voltage/WiFi	IPAD Charging	Electrical	Exhaust Fans	Ont Ventisions	HVAC	Plumbing	Video and Rodding of Existing Drains	Fire Suppression/Alarm	EMPRINGS	Conveying Equipment	Auditorium Seating	Shades	Refurbished Casework	New Cooperate	Equipment (Lab)	Equipment (Kitchen)	Toilet Partions	Signage	Specialises	Marker Board Skins	Drywall and Plaster	Painting	Ceifings	Carpet & VCT	Tite	Finishes	FRP Doors	Glazina	Windows (DW) Doors and naturalis	Doors/Frames/Hardware	Thermal and Moisture Protection	Wood, Plastics & Composites (Carpenty)	Wetals	Masonry	Concrete	Cinacol	Description		e-oritospor	The second secon
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General Liability Insurance		S0 S71 843		Smith-Harding / Berglund	\$86,956	Smith-Harding / Berglund	d 587,443	Smith-Harding / Berglund	-	Harding / Berglund	\$103,707	707		Smith-Harding / Berglund	Smith-Harding / Berglund \$112.111	Smith-Harding / Berglund S112.111 Smith-Harding / Berglund	Smith-Harding / Berglund \$112.111 Smith-Harding / Berglund \$99,054
General Conditions	\$150,575 \$0	518		80 80		50	\$150.832	50	\$48,113	80 80	\$16	\$16,396	396 50		\$0 \$17,596	\$0 \$17,596	\$0 \$17,596 \$0 \$15,506
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Total Cost of the Work	\$2,006,488 \$0	51,	\$1,984,234	80	\$1,004,766	80	\$1,287,647	80	\$4,364.096	so	51	\$1,495,626	495,626 \$0		80	\$0 \$1,501,396	\$1,501,396 \$0
Design Build Contingency	\$57,095 \$0	\$50	\$56,188	\$0	\$26,521	SO	\$34.635	150	\$126,240	So	\$41,077	077		\$0	\$0 \$44,406	\$0 \$44,406	\$0 \$44,406 \$0 \$38,838
Design Builders Fee		\$86		\$0	\$41,053	\$0	\$53,613	\$0	\$195,412	\$0	\$63,5	85	385 \$0		\$0	\$0 \$68.738 \$0	\$0 \$68.738 \$0
Design Builder's Overhead	2.853	\$91		SO	\$43,130	SO	\$56,326	\$0	\$205,303	\$0	8	\$66,803		SO	\$0 \$72,217	\$0 \$72,217	\$0 \$72,217 \$0 \$63,162
CPS/Commission Contingency	\$0 \$0	so		so	88	so	80	\$6	50	50	S	0		\$0	\$0 \$0	\$0 \$0 \$0	50 50 50 50
Total Final GMP Price Breakdown	\$2,244,814 \$0	82.	\$2.218,777	30	\$1,115,470	50	\$1,432,222	80	\$4,891,051	\$0		\$1,667,092	\$1,067,092 \$0		SO	\$1,786,756	\$0 \$1,786,756 \$0
Total GMP Price Per School	***************************************				\$1,116,470		\$1,432,222	2	\$4.891.051		2	667 092	.667.092			\$1,667,092 \$1,786,786	000 000 000

EXHIBIT 6 - RESERVED

1. COMPENSATION FOR DESIGN BUILD SERVICES

- a. DESIGN PHASE SERVICES. The Design Builder shall be paid a lump sum of \$708,555.00 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 **\$1,170,471.00** 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 \$1,007,414.00 as full compensation for General Conditions; and
 - b. a sum that shall not exceed \$156,379.00 for General Requirements; and
 - c. a lump sum of \$246,735.00 for Berglund's Construction Bond and Insurance; and
 - d. a sum that shall not exceed **\$11,231,958.00** 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

(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. GENRAL REQUIREMENTS REIMBURSEMENT ITEMS

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

- .1 Building Layout and Elevation Benchmarks
- .2 Street Cleaning/Snow Removal
- .3 Pest Control
- .4 Access Road Maintenance
- .5 Construction Barricade Graphics

.6 Temporary Utilities

- .1 Temporary Gas Lines
- .2 Temporary Energy Costs (Stated as an Allowance)
- .3 Temporary Utility Enclosures
- .4 Temporary Heat
- .5 Temporary Water for Drinking

.6 Safety

- .1 Carpenters for Safety Maintenance
- .2 Temporary Stair Maintenance
- .3 Handrails and Toe Board Maintenance
- .4 Safety Equipment
- .5 Overhead Protection/Canopies
- .6 First Aid Supplies

.7 Watchman Services

- .8 Fences and Gates
- .9 General Cleaning and Disposal
 - .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

- Allowances. The Commission and the Design Builder acknowledge that a. 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. 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, and the Design Builder Contingency (as defined hereinafter) shall be referred to as the Cost of the Work.
- 4. Commission Contingencies, Commission Allowance Items and Design Builder Allowances

- a. <u>Commission Contingencies</u>. The Commission has established certain Commission Contingencies in the GMP as set forth in Exhibit 5 GMP and Exhibit 6 Schedule of Values. The Commission Contingencies are for the exclusive use of the Commission at the Commission's sole and absolute discretion. In the event that any Commission Contingencies remain unused at the completion of the Work, the Commission shall issue a deductive Amendment to reduce the GMP so any unused portion of the Commission Contingencies remain with the Commission.
- b. Commission Allowance Item(s). The Commission and the Design Builder acknowledge that certain portions of the Work may not be fully specified prior to establishing the Cost of the Work and the GMP. The Commission has established a reasonable estimate of the cost of such portions of the work based upon available information for such portions of the work ("Commission Allowance") as set forth in Exhibit 5 GMP and Exhibit 6 Schedule of Values, the amount of which shall be designated the "Commission Allowance Amount." If appropriate, the Design Builder shall obtain trade contractor pricing for the Commission Allowance Item(s) at the appropriate time as directed by the Commission. Design Builder shall be entitled to an adjustment to the Commission Allowance Amount if the amount of the lowest responsive responsible bid accepted plus the cost for bonds and insurance ("Accepted Bid Contract Amount") for the scope of work represented by the Commission Allowance Item exceeds the Commission Allowance Amount ("Commission Allowance Overage"). Such adjustment shall be in the amount of the difference between the Accepted Bid Contract Amount and the Commission Allowance Amount. Any Commission Allowance Overage shall be funded by the Commission from the Commission Contingency or by Change Order from other Commission provided funds. The Commission Allowance Amount shall also be decreased by the difference between the Commission Allowance Amount and the Accepted Bid Contract Amount where the Accepted Bid Contract Amount is less than the Commission Allowance Amount ("Commission Allowance Savings") and any such difference shall be allocated to the Commission Contingency. At such time as the Design Builder executes subcontracts for any of the scopes of work identified as Commission Allowance Items, such Commission Allowance Items shall be deemed converted from Commission Allowance Items to Construction Costs at the Accepted Bid Contract Amount and shall be treated accordingly. Any allocations for a Commission Allowance Overage or a Commission Allowance Savings shall be made on the Payment Application for the month in which the subcontract for the scope of work was executed, provided the corresponding Change Order has been executed by the Commission and the Design Builder.
- c. <u>Design Builder Allowances</u>. 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.

d. <u>Design Builder Fees on Commission Contingencies and Commission Allowances</u>. The Design Builder shall not be entitled to any additional Design Builder Fee on any use of Commission Contingency or expenditure of Commission Allowance.

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 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 ad 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 an 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.

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.

8. BUYOUT SAVINGS

Buyout Savings shall be defined as the difference between the amount identified in the Schedule of Values for the GMP and the executed subcontract value. Such Buyout Savings shall be determined following the execution of the final subcontract between subcontractor and the Design Builder.

If, after the establishment of the Cost of the Work, the execution of subcontracts between Design Builder and its subcontractors results in Buyout Savings, such Buyout Savings shall be allocated to the DB Contingency on the Payment Application for the month in which the subcontract is executed.

EXHIBIT 8 - RESERVED

- 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.
- 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.

Contract No. SPECIMEN

Performance and Payment Bond Bond No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we	*
with offices in the	State of
as <u>Corporate</u> Principal, and	
a corporation organized and existing under the laws of offices in the State of Illinois as Surety, are held and fit Commission of Chicago, hereinafter called "Commission"	rmly bound unto the Public Building
for the payment of which sum well and truly to be made administrators, and successors, jointly and severally, if The condition of this obligation is such, that whereas thereto attached, with the Commission, dated furnishing, fabrication, delivery and installation of the important work contacted thereto.	e, we bind ourselves our heins, executors, irmly by triese presents the Principal entered into a certain Contract,

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

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 Sarety 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 o	f and by the Principal under the Contrac	t, and	
quarantee the faithful performance of the C	ontract		

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.

IN WITNESS WHEREOF, the above bounder their several seals thisname and corporate seal of each corporate presents duly signed by its undersigned governing body.	day of 20 the		
WITNESS:		BY	
	•	_(Seal	
Name	Individual Principal)	
Business Address	Individual Principal	_(Sea	
City State	Partner	-	
CORPORATE SEAL			
ATTEST:	Corporate Principal	BY	
Secretary Title	President Title	БТ	
Business Address	Corporate Surety		
BY			
	Title		
Business Address	CORPORATE SEAL		
The rate of premium of this Bond is \$	perthousand **		

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
Secretary of the corporation named as Principal in the within bond, that who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature hereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.
Dated thisday of20
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) <u>Commercial General Liability (Primary and Umbrella)</u>

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) <u>Automobile Liability (Primary and Umbrella)</u>

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 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 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)

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(les) 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 no

PRODUCER LIC #36-3066541		and and hot com	at tiding to the
Willis of Illinois, Inc.	1-312-288-7700	CONTACT NAME:	
Willis Tower 233 South Wacker Drive, Suite 20 Chicago, IL 60606	00	PHONE (A/C, No, Ext): 312-288-7700 FAX (A/C, No): 31 E-MAIL ADDRESS:	2-621-6875
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: AMERICAN CONTRACTORS INS CO RRG	12300
Berglund Construction Company		INSURER B: Hartford Fire Insurance Company	
8410 S. Chicago Avenue		INSURER C: XL Insurance America, Inc.	
		INSURER D: ACIG Insurance Company	
Chicago, IL 60617		INSURER E: Steadfast Insurance Company	
COVERAGES CER	TIFICATE NUMBER: 34498092	INSURER F: AGCS Marine Insurance Company	

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

IN			SUBF		POLICY EFF	POLICY EVE		
A	GENERAL LIABILITY	X	X	GL13000001 Primary	(MM/DD/YYYY)	(MM/DD/YYYY	LIMI	TS
A	X COMMERCIAL GENERAL LIABILITY			GL13X00001 Excess	06/01/13		EACH OCCURRENCE	\$ 5,000,000
	CLAIMS-MADE X OCCUR			ALCONO LARCONS	06/01/13	06/01/14	PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 5,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 5,000,000
1	AUTOMOBILE LIABILITY	X		83UENRZ9361				\$
	X ANY AUTO			030EMR29361	06/01/13	06/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
1	ALL OWNED SCHEDULED						BODILY INJURY (Per person)	\$
I	X NON-OWNED						BODILY INJURY (Per accident)	\$
I	AUTOS						PROPERTY DAMAGE (Per accident)	S
T	X UMBRELLA LIAB X OCCUP							S
1	EXCESS LIAB CLAIMS-MADE	X		US00058017LI13A	06/01/13	06/01/14	EACH OCCURRENCE	\$ 25,000,000
	DED X RETENTION \$ 10,000						AGGREGATE	\$ 25,000,000
	WORKERS COMPENSATION		-					S
Г	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			WCA000004013	06/01/13	06/01/14	X WC STATU- TORY LIMITS OTH-	
	(Mandatory in NH)	N/A		WCA00008013	06/01/13	06/01/14		\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
1	Pollution/Professional	x		E00200001 704			E.L. DISEASE - POLICY LIMIT	
	Builders Risk	~	1	EOC399931706	06/01/13	06/01/14	TOLICY LIMIT	
Builders Risk			1	MZI93041656			See below	5,000,000

CRIPTION 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

CERTIFICATE HOLDER	- 2 det de		
SERVINICATE HOLDER	CANCELLATION		
Public Building Commission of Chicago	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
50 West Washington Street Room 200 Chicago, IL 60602	AUTHORIZED REPRESENTATIVE		
USA	andrea Paris		

ACORD 25 (2010/05) lmkole 34498083

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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:
 - 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.
 - 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 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:
 - The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or,

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.

- 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.
- 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

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

Premium \$

Policy Effective: 06/01/2013

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

Insured: Berglund Construction Company

Premium \$

Insurance Company: American Contractors Insurance Company Risk Retention Group Countersigned By

(Ed. 03-13)

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

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

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: Insured

06/01/2013 to 06/01/2014 Berglund Construction Company

Premium \$

Manay SPFaffle

DBA:

Carrier Name/Code: ACIG Insurance Company

Countersigned by

WC 99 06 01 (Ed. 03-13)

(Ed. 03-13)

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

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

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 Effective Date:

06/01/2013 to 06/01/2014

Policy No. WCA000004013

Endorsement No.

Premium \$

Insured Berglund Construction Company

DBA:

Carrier Name/Code: ACIG Insurance Company

Countersigned by

Mancy SPFaffle

WC 99 06 01 (Ed. 03-13)

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

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.: 105956093

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: \$16,400,000.00

Description: PBC Contract No. PS1972; School Renovation, CPS School Investment Program Project #10 at Facility #'s: Carnegie: 18610; Dulles: 18550; Dumas: 18560; Fermi/South Shore: 18190; Hyde Park: 18820; O'Keefe: 18950.

(Name and location)

BOND

Date: June 24th, 2013

(Not earlier than Construction Contract Date)

Amount: \$16,400,000.00

Modifications to this Bond: X□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 shallarise 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 usen the performance of the Construction Contract and tendered defense of such claims, demands, lienssuits 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,

- 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) daysafter 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 Claimanhave 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 owingto 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 acepting 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 tme, 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 suretes 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, he 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;
- 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 Contractoror 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		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: Name and Title: Address:		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. 005513711

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 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 Illinois _, State of____ , 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 ting or quaranteeing hands and undertakings required or permitted in any actions or proceedings allowed by law. STATE OF ILLINOIS COUNTY OF COOK 24th day of ____June _____, 20____13 ____, before me personally appeared ____Gina M. Damato known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above. OFFICIAL SEAL OSCAR F. RINCON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES SEPT 13, 2016 State of Connecticut City of Hartford ss. 2013 , before me personally appeared Robert L. Raney, who acknowledged himself to day of 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.

58440-8-12 Printed in U.S.A.

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ____24th day of ___



















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



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. 005513711

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 Naperville/Chicago Illinois of the City of ___ , State of , 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. 31st IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this _ day 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 **United States Fidelity and Guaranty Company**



















State of Connecticut City of Hartford ss.

Robert L. Raney, Senior Vice President

2013 , before me personally appeared Robert L. Raney, who acknowledged himself to On this the day of 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.



PERFORMANCE BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

Bond No.: 105956093

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: \$16,400,000.00

Description: PBC Contract No.: PS1972; School Renovation; CPS School Investment Program Project #10, for Facility #'s: Carnegie: 18610; Dulles: 18550; Dumas: 18560; Fermi/South Shore: 18190; Hyde Park: 18820; O'Keefe: 18950.

(Name and location)

BOND

Date: June 24th, 2013

(Not earlier than Construction Contract Date)

Amount: \$16,400,000.00

Modifications to this Bond: X ☐ None

☐ See Section 16

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 Performance Bond.)

(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.

1

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 31 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 agreementshall 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 a 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 defaulton 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 rightof 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 locationin 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 indentified 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 Contactor.
- § 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 be	low for additional signatures of adde	ed parties, other than those appearing of	n the cover page.)
CONTRACTOR AS	PRINCIPAL	SURETY	
Company: Signature:	(Corporate Seal)	Company: Signature:	(Corporate Seal)
Name and Title: Address:		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. 005513708

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 Naperville/Chicago of the City of _ Illinois , State of , 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. STATE OF ILLINOIS COUNTY OF COOK ___day of __June__ known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

> OFFICIAL SEAL OSCAR F. RINCON NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXPIRES SEPT 13, 2016

City of Hartford ss.

2013 On this the day of , 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 have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

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



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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ____

24thday of

Tune

20 13

Kevin E. Hughes, Assistant Secretary



















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



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. 005513708

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 Naperville/Chicago Illinois of the City of _ , State of_ , 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. 31st IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this day of **Farmington Casualty Company** St. Paul Mercury Insurance Company Fidelity and Guaranty Insurance Company Travelers Casualty and Surety Company Fidelity and Guaranty Insurance Underwriters, Inc. Travelers Casualty and Surety Company of America St. Paul Fire and Marine Insurance Company **United States Fidelity and Guaranty Company** St. Paul Guardian Insurance Company



















State of Connecticut City of Hartford ss.

Robert L. Raney, Senior Vice President

2013 On this the day of , 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.



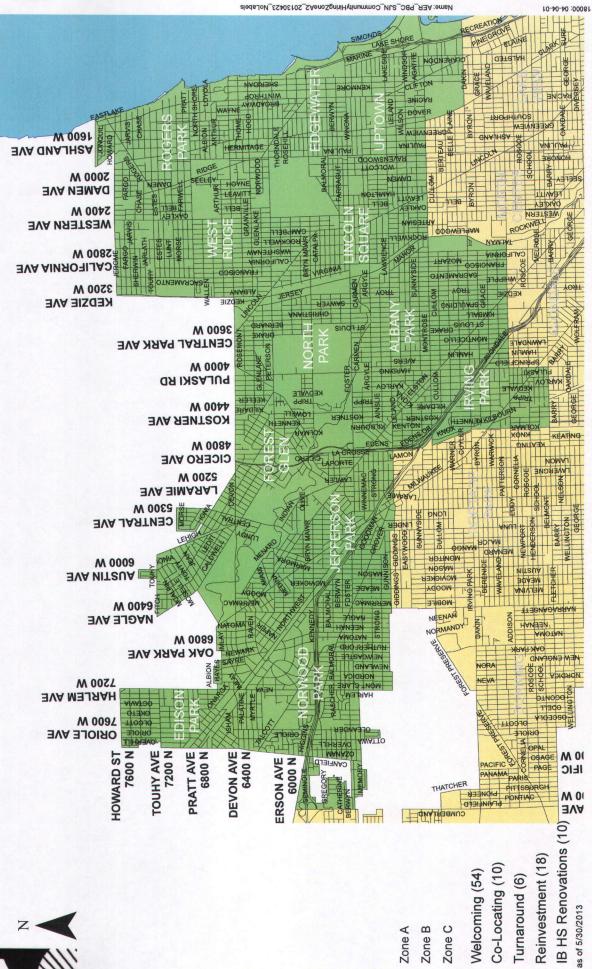
EXHIBIT 10 - COMMUNITY AREA MAPS

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

4

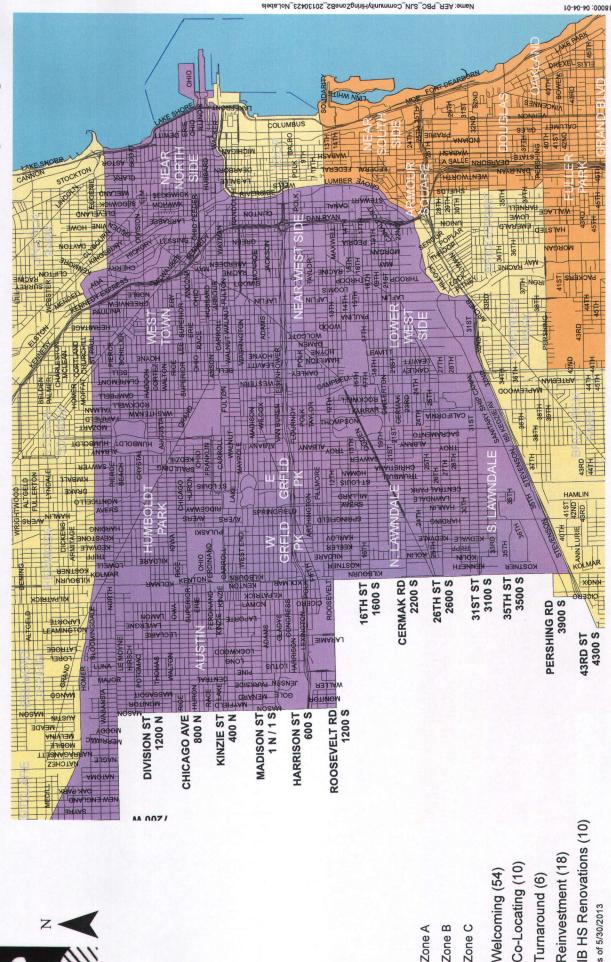
Community Hiring Zone

CPS School Investment Program





Community Hiring Zone B **CPS School Investment Program**



Reinvestment (18)

Projects as of 5/30/2013

Turnaround (6)

Co-Locating (10) Welcoming (54)

Zone B Zone A

Zone C

CPS School Investment Program Community Hiring Zone C



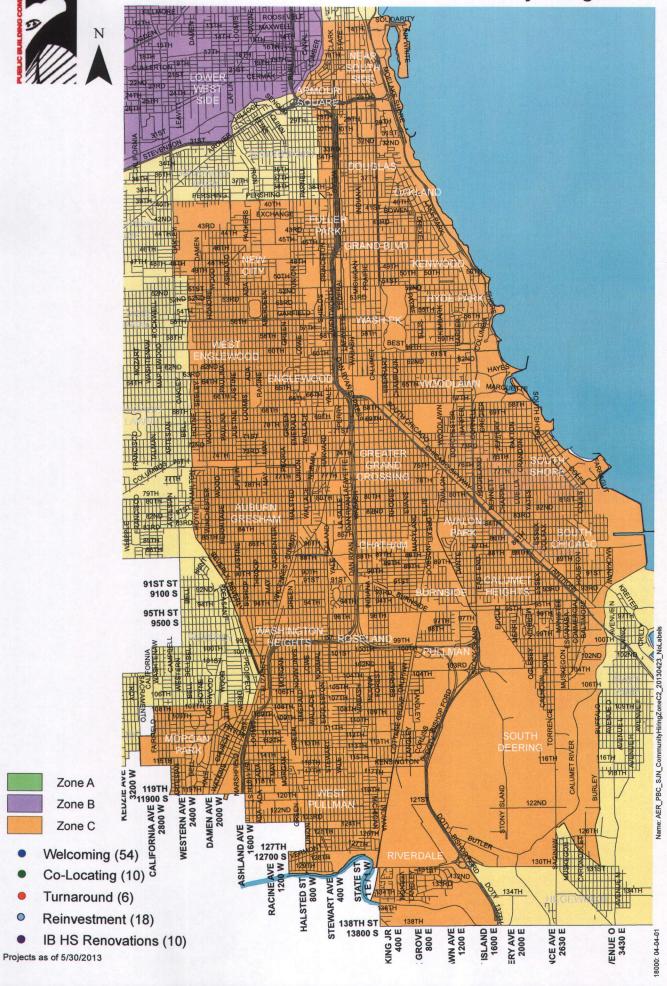


EXHIBIT 11 – SCHEDULE C (LETTERS OF INTENT)

ATTACHED HERETO

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

ATTACHED HERETO

WINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PROJECT NO.: 10 STATE LINE (4) (COST OF THE WORK) FROM YOUR GMP PROPOSAL:

The undersigned duly authorized representative of the above named Design-Builder has personally reviewed this Schedule DMinority/Woman Business Enterprise Utilization Plan to achieve the MBE/MBE goals established by the PBC, specifically a minimum of
30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be affocated 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. \$14,723.301

MBEWBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION			
Hyde Park Environmental		M8E (\$)		WBE (\$)	
Hyde Park Environmental	Demoliton	\$	197,818.00		
Galaxy Environmental	Abetement	5	246,716.00	1112	
CSI 3000	Abatement	2	206,250.00		
Namett	Excavation & Concrete	2	170,600.00		a see ame justice and then
Fieldstone	Masonry	2	110,242.00		****
Omelas	Masonry		***************************************	\$	101,090,0
Unique	Curpentry	2	582,185.00		
Anderson & Sheh Roofing	Carpentry	\$	304,779.00		
Garth Building Products	Roofing Materials	S	329,186,00		
Glass Designers	Roofing Materials			S	54,864.0
	Glass & Glazing	S	22,950.00		
Continental Painting	Painting	5	420,684,00		***************************************
AC Brown	Painting	S	30,030.00		
Vision	Painting	5	115,000.00	-	
Brandenburger	Video & rodding of existing drains	5	23,100.00		
Brandenburger	Plumbing	5	61,555.00		
Premier Plumbing	Plumbing Supply	5	235,195.00		
Lakeside Specialties	Plumbing Supply	13	233,193.00		
Cental States Manufacturing	Plumbing Supply			\$	16,013.00
TAC Construction	Plumbing Supply			\$	16,013.00
vergreen	Electrical Supplier			S	16,013.00
Express Electric	Electrical Supplier	s	20.177.20	2	9,721.00
Geo Services	Electrical Installer	S	29,164.00		****
Video Electric	Electrical Supplier		29,164.00		-
vans Electric	Electrical Supplier	S		\$	68,532.00
express Electric Suppliers	Electrical Supplier	2	211,189.00		
tevenson Crane	HVAC - Crane Lift	*	200,000.00		
/ario	HVAC - Pipe Insulation	2	**********	5	48,870.00
T Mechanical	HVAC	13	289,119.00		
ates Security	On Site Security	S		\$	48,187.00
oo Architects	To the security	5	156,803.00		
		1,	682,188.00		
	TOTALS	: 5	4,653,917.00	\$	379,303.00
OMMITMENT PERCENTAGE AS COST OF THE WORK:			************************		3%

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

If any part or the stated MEE/MEE times performance of the Work will be sublet, the undersigned shall attached a tetter on its letterted describing and explaining the Work to be sublet. I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and bellaf, 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 affidavil, and will execute a formal agreement for the Work with the issled MEE/MBE firms.

upon execution of the Design-Build Agreement with the PBC.

Print Name of Authorized Representative. Fred perglund. Title: President Signature.

Date 871

Designated Design-Builder MBE/Wylc. Contact Name: Toni Graham. Date 8/1/2013 MBEWBE Contact Phone 773-774-9060 M8E/W8E Centact Email: Igraham@berglundco.com County of : Cook

On this <u>1st</u> day of August, 2013___, the above named authorized representative personally appeared and known by me to be the

person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal-

Notary Public Signature (M Ses).

"OFFICIAL SEAL" MELISSA SANSON Notary Public, State of Illinois My Commission Expires March 08, 2015 Commission No 670709

EXHIBIT 13 – DISCLOSURE AFFIDAVIT

AS SUBMITTED FROM INITIAL RFP

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".

IVA .	ii the answer is	s none,	please answer "none".
Respo	endent is a:	A. B. C.	☐ Corporation☐ Joint Venture☐ LLC or Other
Please	e complete the	applica	ble corresponding section below.
A.	CORPORATION	<u>ONS</u>	
	State of Incor	poration	n:Illinois
	Authorized to	do busi	iness in the State of Illinois: Yes 🖺 No 🗌
	Names:		of corporation (complete or attach list): TACHED LISTING Titles:
	Names of all o	directors	s of corporation (complete or attach list):

	Is the corporation owned partially or com Yes ☐ No ☒	pletely by one or more of	ther corporations?			
	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 Owr	ned			
	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 Owr	ned			
			%			
C.	LLCs and Other Commercial Organizatio	<u>ns</u>				
	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 ar				

(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:

- 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;

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

b. CONSULTANTS & SUBCONTRACTORS

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

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

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

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

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

c. STATE TAX DELINQUENCIES

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

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

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

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/FEES

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

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

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.

had By had	
Signature of Authorized Officer	
Fred Berglund	
Name of Authorized Officer (Print or Type)	
President	
Title	
773-374-1000	
Telephone Number	
State ofIllinois	
County of Cook	
Signed and sworn to before me on this 30th day of April , 2013	_by
Mr. Fred Berglund (Name) as President (Titl	e) of
Berglund Construction Company (Bidder/Proposer or Co	ntractor)
Notary Public Signature and Seal **OFFICIAL BRIDGET Notary Public, Street My Commission Expire Commission Notary	DAVIS ate of Illinois as Sept. 11, 2013

EXHIBIT 14 – DISCLOSURE OF RETAINED PARTIES

AS SUBMITTED FROM INITIAL RFP

(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:

	elates to the following transaction: 2013 School Investment Program	
Description or go	ods or services to be provided under Contract: Public Afairs Consulting	
	Public Alairs Corisulting	

(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.

hol Blad	April 30, 2013
Signature	Date
Fred Berglund	President
Name (Type or Print)	Title
Signed and sworn to before me on this 30th	_ day of <u>April</u> , 20 <u>13</u> by
Mr. Fred Berglund (Name) as Pi	resident (Title) of
Berglund Construction Company	(Bidder/Proposer or Contractor).
Rotary Public Signature and Seal	"OFFICIAL SEAL" BRIDGET DAVIS Notary Public. State of Illinois My Commission Expires Sept. 11, 2013