

EXHIBITS
TO
DESIGN-BUILD AGREEMENT
BETWEEN
PUBLIC BUILDING COMMISSION OF CHICAGO
AND
FRIEDLER CONSTRUCTION
2013 SCHOOL INVESTMENT PROGRAM
PROJECT NUMBER 12
CONTRACT NUMBER PS1974
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

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

JULY 2013

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

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

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

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- 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.

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

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EXHIBIT 2 – SCOPE AND PERFORMANCE CRITERIA

Design Builder acknowledges receipt of the June 3, 2013 School Investment Program Scope and Performance Criteria for all schools in Project 12. This document and the Construction Drawings and Specifications listed herein, including the noted exceptions/clarifications shown on Exhibit 3 form the basis for the Scope of Work for Project 12.

ALTGELD ELEMENTARY

DRAWINGS

Number	Title	Latest Issue	Date
G1-0	Cover Sheet & Code Index	Issue for Construction	07/08/13
G1-1	Sheet Index	Issue for Construction	07/08/13
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ASB-2	First Floor Plan Annex – Asbestos	Issue for Construction	07/08/13
ASB-3	Third Floor Plan - Asbestos	Issue for Construction	07/08/13
ASB-5	Roof Plan - Asbestos	Issue for Construction	07/08/13
LBP-1	Basement Floor Plan – Lead Based Paint	Issue for Construction	07/08/13
LBP-1A	First Floor Plan Annex – Lead Based Paint	Issue for Construction	07/08/13
LBP-2	Second Floor Plan – Lead Based Paint	Issue for Construction	07/08/13
LBP-2A	Second Floor Plan Annex – Lead Based Paint	Issue for Construction	07/08/13
LBP-3	Third Floor Plan – Lead Based Paint	Issue for Construction	07/08/13
LBP-4	Roof Plan – Lead Based Paint	Issue for Construction	07/08/13
A1-1	Architectural Symbols & Abbreviations	Issue for Construction	07/08/13
ADA.02	Signage Details	Issue for Construction	07/08/13
ADA.08	Typical Door Details	Issue for Construction	07/08/13
ADA.10	Accessible Mounting Heights & Details	Issue for Construction	07/08/13
ADA.12	Accessible Stall Elevations	Issue for Construction	07/08/13
ADA.15	Drinking Fountain Details	Issue for Construction	07/08/13
ADA.20	Mounting Heights & Details	Issue for Construction	07/08/13
A2-0	Main Building Ground Floor Plan	Issue for Construction	07/08/13
A2-1	Main Building First Floor Plan	Issue for Construction	07/08/13
A2-2	Main Building Second Floor Plan	Issue for Construction	07/08/13
A2-3	Main Building Third Floor	Issue for Construction	07/08/13
A2-3a	Main Building Roof Plan	Issue for Construction	07/08/13
A2-4	Annex First Floor Plan	Issue for Construction	07/08/13
A2-5	Annex Second Floor Plan	Issue for Construction	07/08/13
A4-0	Main Building Exterior Elevations	Issue for Construction	07/08/13
A4-1	Main Building Exterior Elevations	Issue for Construction	07/08/13

A4-2	Annex Exterior Elevations	Issue for Construction	07/08/13
A4-3	Annex Exterior Elevations	Issue for Construction	07/08/13
A5-0	Roof & Exterior Wall Details	Issue for Construction	07/08/13
A5-1	Roof & Exterior Wall Details	Issue for Construction	07/08/13
A5-2	Roof & Exterior Wall Details	Issue for Construction	07/08/13
A6-0	Toilet Room Enlarged Plans	Issue for Construction	07/08/13
A6-1	Kitchen Enlarged Plans	Issue for Construction	07/08/13
A6-2	Kitchen Enlarged Plans	Issue for Construction	07/08/13
A6-3	Engineering Lab Enlarged Plan	Issue for Construction	07/08/13
A6-4	Toilet Room Interior Elevations	Issue for Construction	07/08/13
A7-0	Door and Finish Schedule	Issue for Construction	07/08/13
A7-1	Penetration Details	Issue for Construction	07/08/13
M-001	Mechanical Systems List	Issue for Construction	07/08/13
M-002	Mechanical Schedules	Issue for Construction	07/08/13
M-003	Mechanical Schedules	Issue for Construction	07/08/13
M-100	Main Building Mech. Basement Floor Plan	Issue for Construction	07/08/13
M-101	Main Building Mechanical First Floor Plan	Issue for Construction	07/08/13
M-102	Main Building Mechanical Second Floor Plan	Issue for Construction	07/08/13
M-103	Main Building Mechanical Third Floor Plan	Revision 1 (Split System)	07/09/13
M-104	Annex Mechanical First Floor Plan	Issue for Construction	07/08/13
M-105	Annex Mechanical Second Floor Plan	Issue for Construction	07/08/13
M-106	Annex Mechanical Roof Plan	Issue for Construction	07/08/13
M-107	Main Building Mechanical Roof Plan	Revision 1 (Split System)	07/09/13
M-202	Mechanical Enlarged Plan	Issue for Construction	07/08/13
P-001	Plumbing Symbols List	Issue for Construction	07/08/13
P-002	Plumbing Schedules	Issue for Construction	07/08/13
P-100	Main Building Plumbing Basement Plan	Issue for Construction	07/08/13
P-101	Main Building Plumbing First Floor plan	Issue for Construction	07/08/13
P-103	Main Building Plumbing Third Floor Plan	Issue for Construction	07/08/13
P-104	Main Building Plumbing Roof Plan	Issue for Construction	07/08/13
P-105	Annex Plumbing First Floor Plan	Issue for Construction	07/08/13
P-106	Annex Plumbing Second Floor Plan	Issue for Construction	07/08/13
P-203	Plumbing Enlarged Toilet Room Plans	Issue for Construction	07/08/13
P-400	Plumbing Schedule	Issue for Construction	07/08/13
E-001	Electrical Symbol List	Issue for Construction	07/08/13
E-002	Electrical Symbol List	Issue for Construction	07/08/13
E-100	Main Building Electrical Basement Plan	Issue for Construction	07/08/13
E-101	Main Building Electrical First Floor plan	Issue for Construction	07/08/13
E-102	Main Building Electrical Second Floor plan	Issue for Construction	07/08/13
E-103	Main Building Electrical Third Floor plan	Revision 1 (Split System)	07/09/13

E-104	Annex Electrical First Floor plan	Issue for Construction	07/08/13
E-105	Annex Electrical Second Floor plan	Issue for Construction	07/08/13
E-106	Main Building Electrical Roof Plan	Issue for Construction	07/08/13
E-107	Annex Electrical Roof plan	Revision 1 (Split System)	07/09/13
E-200	Computer Classroom Plan	Issue for Construction	07/08/13
E-201	Engineering Lab Room Plan	Issue for Construction	07/08/13
E-300	Electrical Single Line Diagram	Issue for Construction	07/08/13
E-301	Electrical Single Line Diagram	Issue for Construction	07/08/13
E-400	Electrical Details	Issue for Construction	07/08/13
E-401	Electrical Details	Issue for Construction	07/08/13
E-500	Main Building Panel Schedules	Issue for Construction	07/08/13
E-501	Annex Panel Schedules	Issue for Construction	07/08/13
FA1-B	Basement/Ground Level Device Locations	For Approval	06/03/13
FA1-1	Ground Level Device Locations	For Approval	06/03/13
FA1-2	2 nd Floor Device Locations	For Approval	06/03/13
FA1-3	3 rd Floor Device Locations	For Approval	06/03/13
FA2-1	Riser Diagram	For Approval	06/03/13
FA3-1	Main FACP Wiring Diagram	For Approval	06/03/13
FA3-2	City Tie Wiring	For Approval	06/03/13
FA3-3	New BPS10A Wiring Diagram	For Approval	06/03/13
FA4-1	Fire Alarm Panel Dimensions	For Approval	06/03/13

SPECIFICATIONS

Number	Title	Latest Issue	Date
00 00 00	Project Manual Cover Page	Issue for Construction	07/08/13
00 01 10	Table of Contents	Issue for Construction	07/08/13
01 40 00	Quality Requirements	Issue for Construction	07/08/13
01 42 00	References	Issue for Construction	07/08/13
01 53 11	General Dust, Fume, and Odor Control	Issue for Construction	07/08/13
01 60 00	Product Requirements	Issue for Construction	07/08/13
01 73 00	Execution	Issue for Construction	07/08/13
01 73 29	Cutting and Patching	Issue for Construction	07/08/13
01 74 25	Final Cleaning	Issue for Construction	07/08/13
01 78 23	Operation and Maintenance Data	Issue for Construction	07/08/13
01 78 39	Project Record Documents	Issue for Construction	07/08/13
01 79 00	Demonstration and Training	Issue for Construction	07/08/13
02 41 19	Selective Demolition	Issue for Construction	07/08/13
02 82 14	Asbestos Abatement - Interiors	Issue for Construction	07/08/13
02 82 15	Asbestos Abatement – Exteriors	Issue for Construction	07/08/13
02 83 19.13	Lead-Based Paint Abatement	Issue for Construction	07/08/13

03 30 53	Miscellaneous Cast-In-Place Concrete	Issue for Construction	07/08/13
03 54 16	Hydraulic Cement Underlayment	Issue for Construction	07/08/13
04 01 20	Maintenance of Unit Masonry	Issue for Construction	07/08/13
04 20 00	Unit Masonry	Issue for Construction	07/08/13
05 50 00	Metal Fabrications	Issue for Construction	07/08/13
06 10 53	Miscellaneous Rough Carpentry	Issue for Construction	07/08/13
06 40 23	Interior Architectural Woodwork	Issue for Construction	07/08/13
07 01 50.23	Roof Removal	Issue for Construction	07/08/13
07 01 50.61	Roof Deck Repair	Issue for Construction	07/08/13
07 01 50.65	Roof Patching	Issue for Construction	07/08/13
07 01 60	Maintenance of Flashing and Sheet Metal	Issue for Construction	07/08/13
07 31 13	Asphalt Shingles	Issue for Construction	07/08/13
07 52 00	Modified Bituminous Membrane Roofing	Issue for Construction	07/08/13
07 62 00	Sheet Metal Flashing and Trim	Issue for Construction	07/08/13
07 84 13	Penetration Firestopping	Issue for Construction	07/08/13
07 92 00	Joint Sealants	Issue for Construction	07/08/13
08 14 16	Flush Wood Doors	Issue for Construction	07/08/13
08 31 13	Access Doors and Frames	Issue for Construction	07/08/13
08 71 00	Door Hardware	Issue for Construction	07/08/13
08 71 13	Automatic Door Operators	Issue for Construction	07/08/13
08 80 00	Glazing	Issue for Construction	07/08/13
09 01 24	Plaster Renovation	Issue for Construction	07/08/13
09 21 16	Gypsum Board Assemblies	Issue for Construction	07/08/13
09 30 00	Tiling	Issue for Construction	07/08/13
09 51 13	Acoustical Panel Ceilings	Issue for Construction	07/08/13
09 64 29	Wood Strip and Plank Flooring	Issue for Construction	07/08/13
09 65 19	Resilient Tile Flooring	Issue for Construction	07/08/13
09 91 00	Painting	Issue for Construction	07/08/13
09 91 03	Renovation Painting – Surface Preparation	Issue for Construction	07/08/13
09 91 05	Renovation Painting	Issue for Construction	07/08/13
10 11 00	Visual Display Units	Issue for Construction	07/08/13
10 11 03	Chalkboard to Markerboard Conversion	Issue for Construction	07/08/13
10 28 13	Toilet Accessories	Issue for Construction	07/08/13
22 05 48	Vibration Controls for Plumbing Piping and Equipment	Issue for Construction	07/08/13
22 05 53	Identification for Plumbing Piping and Equipment	Issue for Construction	07/08/13
22 07 00	Plumbing Insulation	Issue for Construction	07/08/13
22 11 16	Domestic Water Piping	Issue for Construction	07/08/13
22 11 19	Domestic Water Piping Specialties	Issue for Construction	07/08/13

22 13 16	Sanitary Waste and Vent Piping	Issue for Construction	07/08/13
22 14 23	Drainage Piping Specialties	Issue for Construction	07/08/13
22 40 00	Plumbing Fixtures	Issue for Construction	07/08/13
23 05 03	General Provisions for HVAC Work	Issue for Construction	07/08/13
23 05 05	Basic HVAC Materials and Methods	Issue for Construction	07/08/13
23 05 13	Common Motor Requirements for HVAC Equipment	Issue for Construction	07/08/13
23 05 23	General-Duty Valves for HVAC Piping	Issue for Construction	07/08/13
23 05 29	Hangers and Supports for Piping and Equipment	Issue for Construction	07/08/13
23 05 53	Identification for HVAC Piping and Equipment	Issue for Construction	07/08/13
23 22 13	Steam and Condensate Heating Piping	Issue for Construction	07/08/13
23 37 13	Diffusers, Registers, and Grilles	Issue for Construction	07/08/13
23 81 26	Split-System Air-Conditioners	Issue for Construction	07/08/13
23 82 23	Unit Ventilators	Issue for Construction	07/08/13
26 05 03	General Requirements for Electrical Systems	Issue for Construction	07/08/13
26 05 11	Conductors and Cables for Electrical Systems	Issue for Construction	07/08/13
26 05 26	Grounding and Bonding for Electrical Systems	Issue for Construction	07/08/13
26 05 29	Hangers and Supports for Electrical Systems	Issue for Construction	07/08/13
26 05 33	Raceways and Boxes for Electrical Systems	Issue for Construction	07/08/13
26 05 53	Identification for Electrical Systems	Issue for Construction	07/08/13
26 05 73	Overcurrent Protective Device Coordination Study	Issue for Construction	07/08/13
26 08 13	Testing of Electrical Systems	Issue for Construction	07/08/13
26 09 23	Lighting Control Devices	Issue for Construction	07/08/13
26 24 13	Switchboards	Issue for Construction	07/08/13
26 24 16	Panelboards	Issue for Construction	07/08/13
26 27 26	Wiring Devices	Issue for Construction	07/08/13
26 28 13	Fuses	Issue for Construction	07/08/13
26 28 16	Enclosed Switches and Circuit Breakers	Issue for Construction	07/08/13
26 43 00	Surge Protection Devices	Issue for Construction	07/08/13
26 51 00	Interior Lighting	Issue for Construction	07/08/13
26 51 00.01	Interior Lighting – Fixture Schedule	Issue for Construction	07/08/13
27 05 03	General Requirements for Communications	Issue for Construction	07/08/13
27 05 53	Identification for Communications Systems	Issue for Construction	07/08/13
27 08 00	Commissioning of Communications	Issue for Construction	07/08/13
27 11 16	Communications Cabinets, Racks, and Enclosures	Issue for Construction	07/08/13
27 13 13	Communications Copper Backbone Cabling	Issue for Construction	07/08/13
27 15 00.19	Communications Horizontal Cabling	Issue for Construction	07/08/13
27 60 13	Wireless Access Points for Data	Issue for Construction	07/08/13

28 13 13	Communications Access Control System (Small Installation)	Issue for Construction	07/08/13
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BARTON ELEMENTARY

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G1-0	Cover Sheet & Code Index	Issue for Construction	07/08/13
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ASB-2	Second Floor Plan – Asbestos	Issue for Construction	07/08/13
HM-1	First Floor Plan - Mercury	Issue for Construction	07/08/13
LBP-1	First Floor Plan – Lead Based Paint	Issue for Construction	07/08/13
LBP-2	Second Floor Plan – Lead Based Paint	Issue for Construction	07/08/13
A1-1	Architectural Symbols & Abbreviations	Issue for Construction	07/08/13
ADA.08	Typical Door Details	Issue for Construction	07/08/13
A2-0	Ground Floor Plan	Issue for Construction	07/08/13
A2-1	First Floor Plan	Issue for Construction	07/08/13
A2-2	Second Floor Plan	Issue for Construction	07/08/13
A2-3	Third Floor Plan	Issue for Construction	07/08/13
A2-4	Roof Plan	Issue for Construction	07/08/13
A4-0	Main Building Exterior Elevations	Issue for Construction	07/08/13
A4-1	Main Building Exterior Elevations	Issue for Construction	07/08/13
A4-2	Addition Exterior Elevations	Issue for Construction	07/08/13
A5-0	Roof & Exterior Wall Details	Issue for Construction	07/08/13
A7-0	Door and Finish Schedule	Issue for Construction	07/08/13
M-001	Mechanical Systems List	Issue for Construction	07/08/13
M-002	Mechanical Schedule	Issue for Construction	07/08/13
M-101	Mechanical First Floor Plan	Issue for Construction	07/08/13
M-102	Mechanical First Floor Plan	Issue for Construction	07/08/13
M-103	Mechanical Second Floor Plan	Revision 1 (Split System)	07/09/13
M-104	Mechanical Second Floor Plan	Issue for Construction	07/08/13
M-105	Mechanical Third Floor Plan	Issue for Construction	07/08/13
P-001	Plumbing Symbols List	Issue for Construction	07/08/13
P-002	Plumbing Schedules	Issue for Construction	07/08/13
P-100	Plumbing Basement Plan	Issue for Construction	07/08/13
P-101	First Floor plan	Issue for Construction	07/08/13
P-102	First Floor plan	Issue for Construction	07/08/13
P-103	Second Floor Plan	Issue for Construction	07/08/13
P-104	Second Floor Plan	Issue for Construction	07/08/13

P-105	Third Floor Plan	Issue for Construction	07/08/13
P-106	Roof Plan	Issue for Construction	07/08/13
P-107	Roof Plan	Issue for Construction	07/08/13
P-203	Plumbing Enlarged Toilet Room Plans	Issue for Construction	07/08/13
P-400	Plumbing Details	Issue for Construction	07/08/13
E-001	Electrical Symbol List	Issue for Construction	07/08/13
E-002	Electrical Symbol List	Issue for Construction	07/08/13
E-100	Basement Floor Plan	Issue for Construction	07/08/13
E-101	First Floor plan	Issue for Construction	07/08/13
E-102	First Floor plan	Issue for Construction	07/08/13
E-103	Second Floor plan	Revision 1 (Split System)	07/09/13
E-104	Second Floor Plan	Issue for Construction	07/08/13
E-105	Third Floor plan	Issue for Construction	07/08/13
E-300	Electrical Single Line Diagram	Issue for Construction	07/08/13
E-400	Electrical Details	Issue for Construction	07/08/13
E-401	Electrical Details	Issue for Construction	07/08/13
E-500	Main Building Panel Schedules	Issue for Construction	07/08/13

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02 82 14	Asbestos Abatement - Interiors	Issue for Construction	07/08/13
02 82 15	Asbestos Abatement – Exteriors	Issue for Construction	07/08/13
02 83 19.13	Lead-Based Paint Abatement	Issue for Construction	07/08/13
02 86 13	Hazardous and Universal Waste Management	Issue for Construction	07/08/13
03 01 30	Maintenance of Cast-in-Place Concrete	Issue for Construction	07/08/13
03 54 16	Hydraulic Cement Underlayment	Issue for Construction	07/08/13
04 01 20	Maintenance of Unit Masonry	Issue for Construction	07/08/13

04 20 00	Unit Masonry	Issue for Construction	07/08/13
05 50 00	Metal Fabrications	Issue for Construction	07/08/13
06 10 53	Miscellaneous Rough Carpentry	Issue for Construction	07/08/13
07 01 50.65	Roof Patching	Issue for Construction	07/08/13
07 01 60	Maintenance of Flashing and Sheet Metal	Issue for Construction	07/08/13
07 84 13	Penetration Firestopping	Issue for Construction	07/08/13
07 92 00	Joint Sealants	Issue for Construction	07/08/13
08 15 00	Fiberglass Reinforced Polyester (FRP) Flush Door Assemblies	Issue for Construction	07/08/13
08 71 00	Door Hardware	Issue for Construction	07/08/13
09 01 24	Plaster Renovation	Issue for Construction	07/08/13
09 01 33	Tiling Restoration	Issue for Construction	07/08/13
09 51 13	Acoustical Panel Ceilings	Issue for Construction	07/08/13
09 91 00	Painting	Issue for Construction	07/08/13
09 91 03	Renovation Painting – Surface Preparation	Issue for Construction	07/08/13
09 91 05	Renovation Painting	Issue for Construction	07/08/13
10 11 03	Chalkboard to Markerboard Conversion	Issue for Construction	07/08/13
10 51 13	Metal Lockers - Elementary Schools	Issue for Construction	07/08/13
22 05 48	Vibration Controls for Plumbing Piping and Equipment	Issue for Construction	07/08/13
22 05 53	Identification for Plumbing Piping and Equipment	Issue for Construction	07/08/13
22 07 00	Plumbing Insulation	Issue for Construction	07/08/13
22 11 16	Domestic Water Piping	Issue for Construction	07/08/13
22 11 19	Domestic Water Piping Specialties	Issue for Construction	07/08/13
22 11 23.13	Domestic Water Packaged Booster Pumps	Issue for Construction	07/08/13
22 13 16	Sanitary Waste and Vent Piping	Issue for Construction	07/08/13
22 14 23	Drainage Piping Specialties	Issue for Construction	07/08/13
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27 05 03	General Requirements for Communications	Issue for Construction	07/08/13
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27 08 00	Commissioning of Communications	Issue for Construction	07/08/13
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27 13 13	Communications Copper Backbone Cabling	Issue for Construction	07/08/13
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FORT DEARBORN ELEMENTARY

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A1-1	Architectural Symbols & Abbreviations	Issue for Construction	07/08/13
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23 33 00	Air Duct Accessories	Issue for Construction	07/08/13
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09 01 53	Acoustical Ceiling Restoration	Issue for Construction	07/08/13
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23 23 00	Refrigerant Piping	Issue for Construction	07/08/13
23 31 13	Metal Ducts	Issue for Construction	07/08/13
23 33 00	Air Duct Accessories	Issue for Construction	07/08/13
23 34 16	Centrifugal HVAC Fans	Issue for Construction	07/08/13
23 34 23	HVAC Power Ventilators	Issue for Construction	07/08/13
23 37 13	Diffusers, Registers, and Grilles	Issue for Construction	07/08/13
23 74 14	Custom-Packaged, Outdoor, Central-Station Air-Handling Units	Issue for Construction	07/08/13
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26 05 03	General Requirements for Electrical Systems	Issue for Construction	07/08/13
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26 05 11	Conductors and Cables for Electrical Systems	Issue for Construction	07/08/13
26 05 26	Grounding and Bonding for Electrical Systems	Issue for Construction	07/08/13
26 05 29	Hangers and Supports for Electrical Systems	Issue for Construction	07/08/13
26 05 33	Raceways and Boxes for Electrical Systems	Issue for Construction	07/08/13
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26 09 33	Central Dimming Controls	Issue for Construction	07/08/13
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26 24 16	Panelboards	Issue for Construction	07/08/13
26 27 26	Wiring Devices	Issue for Construction	07/08/13
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26 29 13	Enclosed Controllers	Issue for Construction	07/08/13
26 43 00	Surge Protection Devices	Issue for Construction	07/08/13
26 51 00	Interior Lighting	Issue for Construction	07/08/13
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27 05 03	General Requirements for Communications	Issue for Construction	07/08/13
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27 08 00	Commissioning of Communications	Issue for Construction	07/08/13
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27 13 13	Communications Copper Backbone Cabling	Issue for Construction	07/08/13
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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;

Per PBC direction on 7/9/13:

1. Kitchen Renovation work, including MHFS line at Ft. Dearborn ~~to be~~ deleted from scope. Drawings to be revised.
2. Exterior FRP doors at Ft. Dearborn and Barton ~~to be~~ deleted from scope. Drawings to be revised.
3. Auditorium finish work at Altgeld ~~to be~~ deleted from scope.

Per GMP Review meeting on 6/18/13:

1. Existing conduit re-rerouting due to new Engineering Lab location requires additional structural support at new penetrations to be added to the scope.

EXHIBIT 4 – RESERVED

EXHIBIT 5 – DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM

Project Number: 12

Design – Builder: FRIEDLER

Contract Number: PS1974

Cost of Construction..... \$6,065,000.00

Cost of Design (Architect and Engineer) Fees \$452,184.00

General Conditions and General Requirements \$722,972.00

Design-Builder's Contingency \$0.00

Design-Builder's Overhead and Fee \$700,000.00

GUARANTEED MAXIMUM PRICE

\$7,940,156.00

EXHIBIT 6 - RESERVED

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

1. COMPENSATION FOR DESIGN BUILD SERVICES

- a. DESIGN PHASE SERVICES. The Design Builder shall be paid a lump sum fee for Design Phase Services of \$452,184.00 in accordance with Article 7 of Book 1 and Exhibit 5.
- b. DESIGN BUILDER'S OVERHEAD AND FEE. The Design Builder shall be paid a lump sum amount of overhead and fee of \$700,000.00 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 \$722,972.00 as full compensation for General Conditions and General Requirements; and
- b. a sum of \$6,065,000.00 for Construction Costs as provided in Section 8.2 of Book 1 and Exhibit 5.
- c. 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.

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .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.

d. 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

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .3 Floor Trash Buggies
- .4 Labor for General Cleanup
- .10 Miscellaneous
 - .1 Monthly Construction Progress Photos
 - .2 Postage/Overnight mail/Messenger Service
 - .3 Out of Town Travel Expenses
 - .4 Temporary Toilets
 - .5 Copier Charges
 - .6 Bidding Document CD's and Revisions
 - .7 Long Distance Communications
- .11 Pre-Conditions Site Survey
- .12 Settlement Survey
- .13 Vibration Monitoring
- .14 Indoor Air Quality Monitoring

3. OTHER COMPONENTS OF THE GMP

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

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

~~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. Design Builder Allowances. The Commission and the Design Builder acknowledge that the Design Builder may carry allowances related to certain Construction Costs or General Conditions and Requirements Costs for portions of the Work that are anticipated by both parties but have not been completely defined at the time of the GMP ("Design Builder Allowances"). Design Builder Allowances, if any, shall be shown in Exhibit 5 GMP with the description "Design Builder Allowance". Usage of Design

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

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

5. DESIGN BUILDER'S CONTINGENCY

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

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

the Commission determines that the application of the DB Contingency was inconsistent with the terms of the Agreement or this Exhibit, the Design Builder shall be responsible for returning such sums to the DB Contingency.

6. ITEMS NOT INCLUDED IN THE COST OF THE WORK

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

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

7. ADMINISTRATION OF ALLOWANCES AND CONTINGENCIES

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

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

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

~~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

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

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

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

Performance and Payment Bond
Bond No. SPECIMEN

Contract No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____ *

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

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

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

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

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

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

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

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

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

_____ dollars (\$ _____),

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

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

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

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

WITNESS:

BY
(Seal
)

Name Individual Principal

(Seal
)

Business Address Individual Principal

City State Partner -

CORPORATE SEAL

ATTEST:

Corporate Principal

BY BY

Secretary President

Title Title

Business Address

Corporate Surety

BY

Title

Business Address

CORPORATE SEAL

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

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

Total amount of premium charged is \$

**

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

** Must be filled in by the Corporate Surety.

Bond Approval

BY

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the

Secretary of the

corporation named as Principal in the within bond, that

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

Dated this _____ day of _____ 20____.

CORPORATE SEAL

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

INSURANCE TO BE PROVIDED

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

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

2) Commercial General Liability (Primary and Umbrella)

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

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Contractors Pollution Liability

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

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

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

5) Professional Liability

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

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

6) Builders Risk

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

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

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

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

7) Railroad Protective Liability

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

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client#: 68930

FRIECONS1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2013

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

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PRODUCER HUB International Midwest, Ltd 601 Oakmont Lane, Suite 400 Westmont, IL 60559		CONTACT NAME: PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): 630-468-5696 E-MAIL ADDRESS:															
INSURED Friedler Construction Co. 2525 N. Elston Ave. #D-240 Chicago, IL 60647		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : First Mercury Insurance Company</td> <td>10657</td> </tr> <tr> <td>INSURER B : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER C : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER D : Aspen American Insurance Co</td> <td>43460</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : First Mercury Insurance Company	10657	INSURER B : Lexington Insurance Company	19437	INSURER C : Cincinnati Insurance Company	10677	INSURER D : Aspen American Insurance Co	43460	INSURER E :		INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GACGL000000323302	12/31/2012	12/31/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA0045488	10/20/2012	10/20/2013	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			GAEX000002176401	12/31/2012	12/31/2013	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
B	Pollution Liab.			CPO24207011	05/31/2013	05/31/2014	\$1,000,000
D	Builder's Risk			IMAD0L413	06/28/2013	06/28/2014	\$6,985,000

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

Re: Design Build - 2013 School Investment Program. Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as required by contract are named as additional insured on general liability on a primary and non-contributory basis and additional insured on auto liability. Waiver of Subrogation applies on general liability in favor of additional insured. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission of Chicago Procurement Department Richard J. Daley Center, Room 200 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05) 1 of 1
 #S754278/M748241

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COI - FRIEDLER CMC - 5/12/13 1974.2013 0628

AH02

12/19/13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2013

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

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PRODUCER Andy Varga (708) 364-0500 10600 W 143rd, Ste 4 Orland Park, IL 60462-1988 (046/843)	CONTACT NAME: Andy Varga PHONE (A/C No. Ext): (708) 364-0500 E-MAIL ADDRESS: avarga@amfam.com FAX (A/C No.): (708) 364-4481																					
INSURED Friedler Construction Inc 2525 N Elston Ave Unit D240 Chicago, IL 60647-2000	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>American Family Insurance</td><td>19275</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Family Insurance	19275	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	12-XE5076-90-00	4/1/2013	4/1/2014	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**Public Building Commission of Chicago
Daley Center
200 W. Washington, Suite 200
Chicago, IL 60602

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

AUTHORIZED REPRESENTATIVE

Andy Varga

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2013

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PRODUCER L. Price Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654	CONTACT NAME: Dawn Heibel	
	PHONE (A/C, No, Ext): 312 595-6794	FAX (A/C, No): 312 595-4339
INSURED Holabird & Root L.L.C. 140 S. Dearborn Chicago, IL 60603	E-MAIL ADDRESS: dheibel@mesirowfinancial.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Insurance Comp	NAIC #: 25615
	INSURER B: Travelers Property Casualty Co.	25674
	INSURER C: Travelers Casualty Ins. Co. of	19046
	INSURER D: Continental Casualty Company	20443
	INSURER E: Travelers Indemnity Co. of CT	25682
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		P6605217P826COF13	01/22/2013	01/22/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		P8105717B17ATCT13	01/22/2013	01/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		PSMCUP5217P826TIL1	01/22/2013	01/22/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PSUB5217P82613	01/22/2013	01/22/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		AEH288374351	04/20/2013	04/20/2014	\$2,000,000 Each Claim \$2,000,000 Aggregate \$100,000 Ded. Per Claim

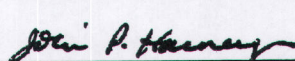
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Design Build-2013 School Investment Program

Friedler Construction Company, Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as required by written contract are additional insured's on the general liability policy. Waiver of Subrogation applies on the general liability policy in favor of the additional insureds.

CERTIFICATE HOLDER

CANCELLATION

Friedler Construction Company 2525 N. Eston Ave. #D-240 Chicago, IL 60647	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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BROAD-1

OP ID: EF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/13

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PRODUCER Weible & Cahill 2300 Cabot Drive, Suite 100 Lisle, IL 60532 William Cahill	630-245-4600 630-245-4601	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Acuity		14184
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Broadway Electric, Inc. 831 Oakton Elk Grove Village, IL 60007-1904	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	K33136	12/31/12	12/31/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	K33136	12/31/12	12/31/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			K33136	12/31/12	12/31/13	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	K33136	12/31/12	12/31/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: JOC #2013, Contract #1974, Altgeld, Barton, Fort Dearborn & Joplin Elementary Schools, Chicago, IL
Primary & Non Contributory Addl Insureds on General Liability, Addl Insured on Auto and Waiver of Subrogation on General Liability, Auto and Workers Compensation in favor of: See Page 2

CERTIFICATE HOLDER

CANCELLATION

Friedler Construction Co. 2525 N. Elston Ave., #D-240 Chicago, IL 60647	FRIED-0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

NOTEPAD:

HOLDER CODE FRIED-0
INSURED'S NAME Broadway Electric, Inc.

BROAD-1
OP ID: EF

PAGE 2
DATE 06/25/13

Re: JOC #2013, Contract #1974, Altgeld, Barton, Fort Dearborn & Joplin
Elementary Schools, Chicago, IL

Primary & Non Contributory Addl Insureds on General Liability, Addl
Insured on Auto and Waiver of Subrogation on General Liability, Auto and
Workers Compensation in favor of:

Public Building Commission of the City of Chicago(Owner)
Friedler Construction (GC)
Holabird & Root(Architect)
City of Chicago
Board of Education of the City of Chicago

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.09121795

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Friedler Construction Company
2525 North Elston Avenue, Suite D-240
Chicago, IL 60647

OWNER (Name and Address):

Board of Commissioners of the Public Building
Commission of Chicago, 50 W. Washington Street, Room 200
Chicago, IL 60602

CONSTRUCTION CONTRACT

Date:

Amount: (\$ 8,708,331.00) Eight Million Seven Hundred Eight Thousand Three Hundred Thirty One Dollars and 00/100

Description (Name and Location):2013 School Investment Program- Project 12, Contract PS1974

SURETY (Name and Principal Place of Business):

Fidelity and Deposit Company of Maryland
10 South Riverside Plaza, 5th Floor
Chicago, IL 60606

BOND

Date (Not earlier than Construction Contract Date): July 9, 2013

Amount: (\$8,708,331.00) Eight Million Seven Hundred Eight Thousand Three Hundred Thirty One Dollars and 00/100

Modifications to this Bond:

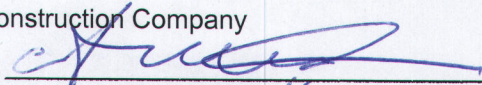
☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Friedler Construction Company

Signature: 

Name and Title: Eric Friedler
President

(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature: 

Name and Title: James I. Moore
Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

HUB International Midwest Limited
601 Oakmont Lane, Suite 400
Westmont, IL 60559
630-468-5600

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

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

4.3 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 the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered or 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.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

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

8 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.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after 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 avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 09121795

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Friedler Construction Company
2525 North Elston Avenue, Suite D-240
Chicago, IL 60647

OWNER (Name and Address):

Board of Commissioners of the Public Building
Commission of Chicago, 50 W. Washington Street, Room 200
Chicago, IL 60602

CONSTRUCTION CONTRACT

Date:

Amount: (\$8,708,331.00) Eight Million Seven Hundred Eight Thousand Three Hundred Thirty One Dollars and 00/100

Description (Name and Location): 2013 School Investment Program- Project 12, Contract PS1974

SURETY (Name and Principal Place of Business):

Fidelity and Deposit Company of Maryland
10 South Riverside Plaza, 5th Floor
Chicago, IL 60606

BOND

Date (Not earlier than Construction Contract Date): July 9, 2013

Amount: (\$ 8,708,331.00) Eight Million Seven Hundred Eight Thousand Three Hundred Thirty One Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Friedler Construction Company

Signature:

Name and Title: Eric Friedler
President

(Any additional signatures appear on page 6)

SURETY

Company: (Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature:

Name and Title: James I. Moore
Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

HUB International Midwest Limited
601 Oakmont Lane, Suite 400
Westmont, IL 60559
630-468-5600

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

9 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 obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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 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 signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this 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 Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____


Signature: _____
Name and Title: _____
Address: _____

State of Illinois }
County of Dupage } ss.

On July 9, 2013, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly 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 stated in this certificate above.

My Commission Expires September 10, 2013


Jennifer J. McComb, Notary Public

Commission No. 721282

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Peggy FAUST, Kelly A. GARDNER, Stephen T. KAZMER, Bonnie KRUSE, Jennifer J. MCCOMB, James I. MOORE, Dawn L. MORGAN, Melissa SCHMIDT, Donna WHALEN and Tariese M. PISCIOOTTO**, all of Westmont, Illinois, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Gerald F. Haley
Assistant Secretary
Gerald F. Haley

James M. Carroll
Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 10th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

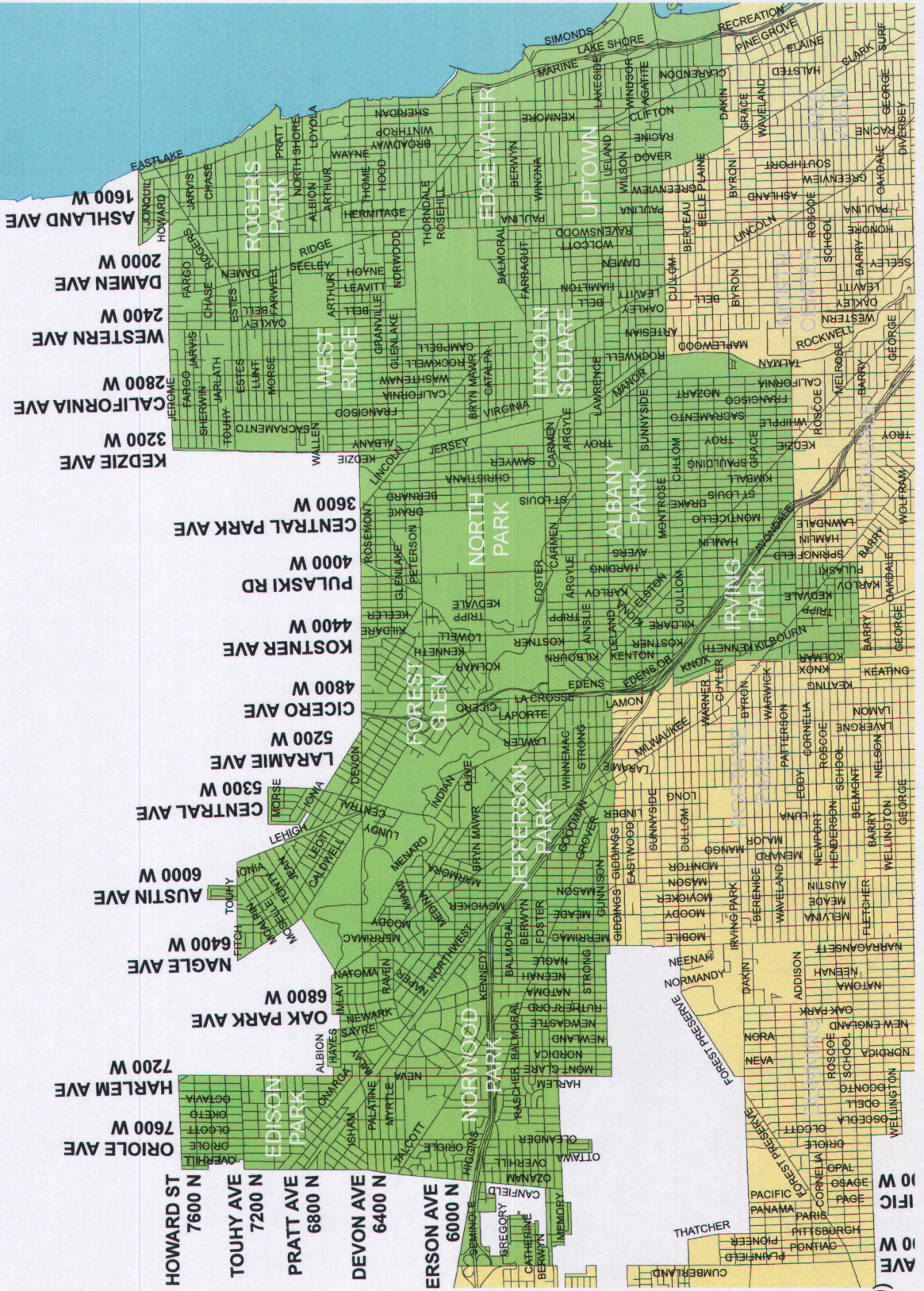


EXHIBIT 10 - COMMUNITY AREA MAPS

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



CPS School Investment Program Community Hiring Zone A



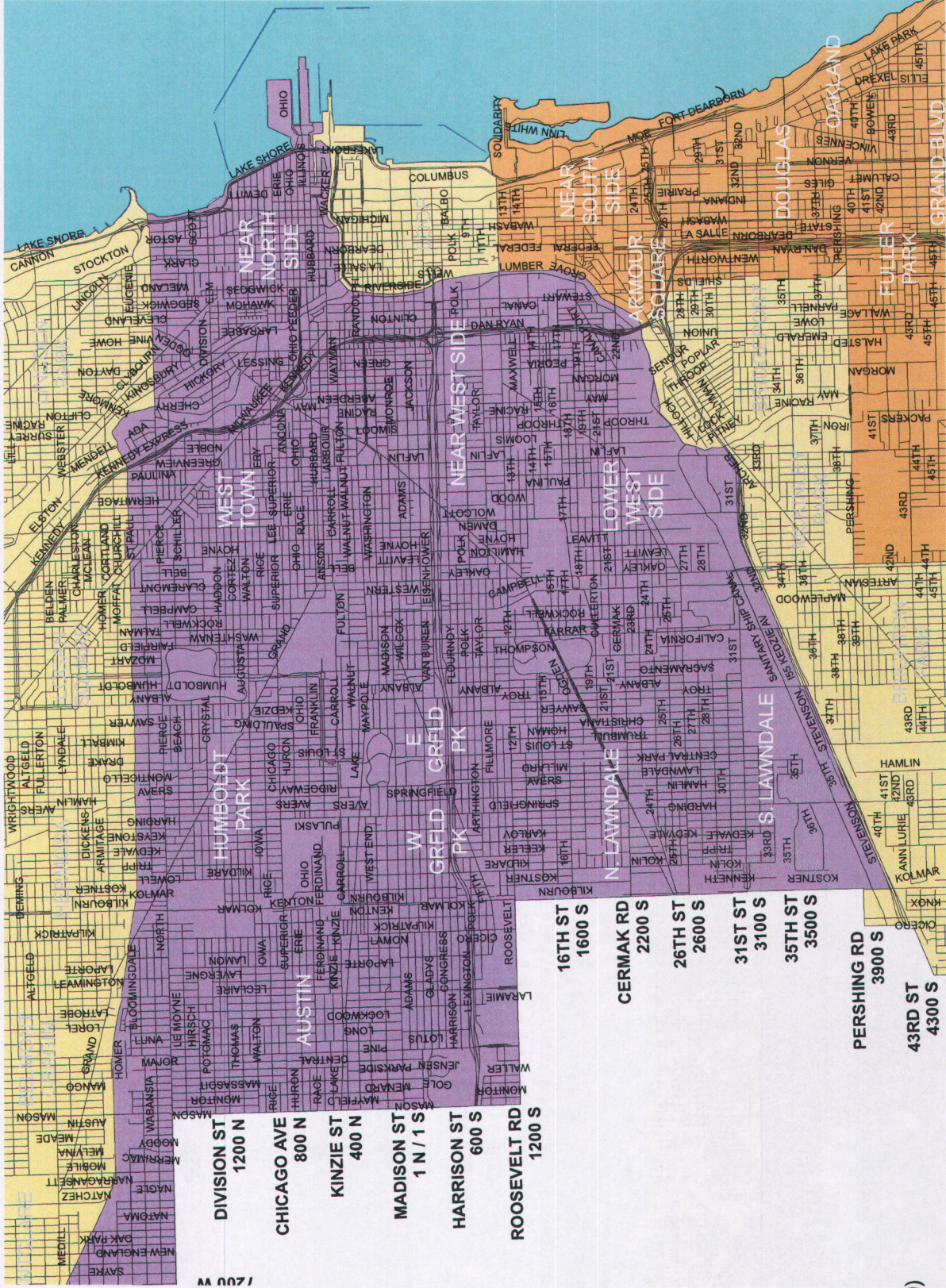
- Zone A
- Zone B
- Zone C

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

Projects as of 5/30/2013



CPS School Investment Program Community Hiring Zone B



Zone A

Zone B

Zone C

Welcoming (54)

Co-Locating (10)

Turnaround (6)

Reinvestment (18)

IB HS Renovations (10)

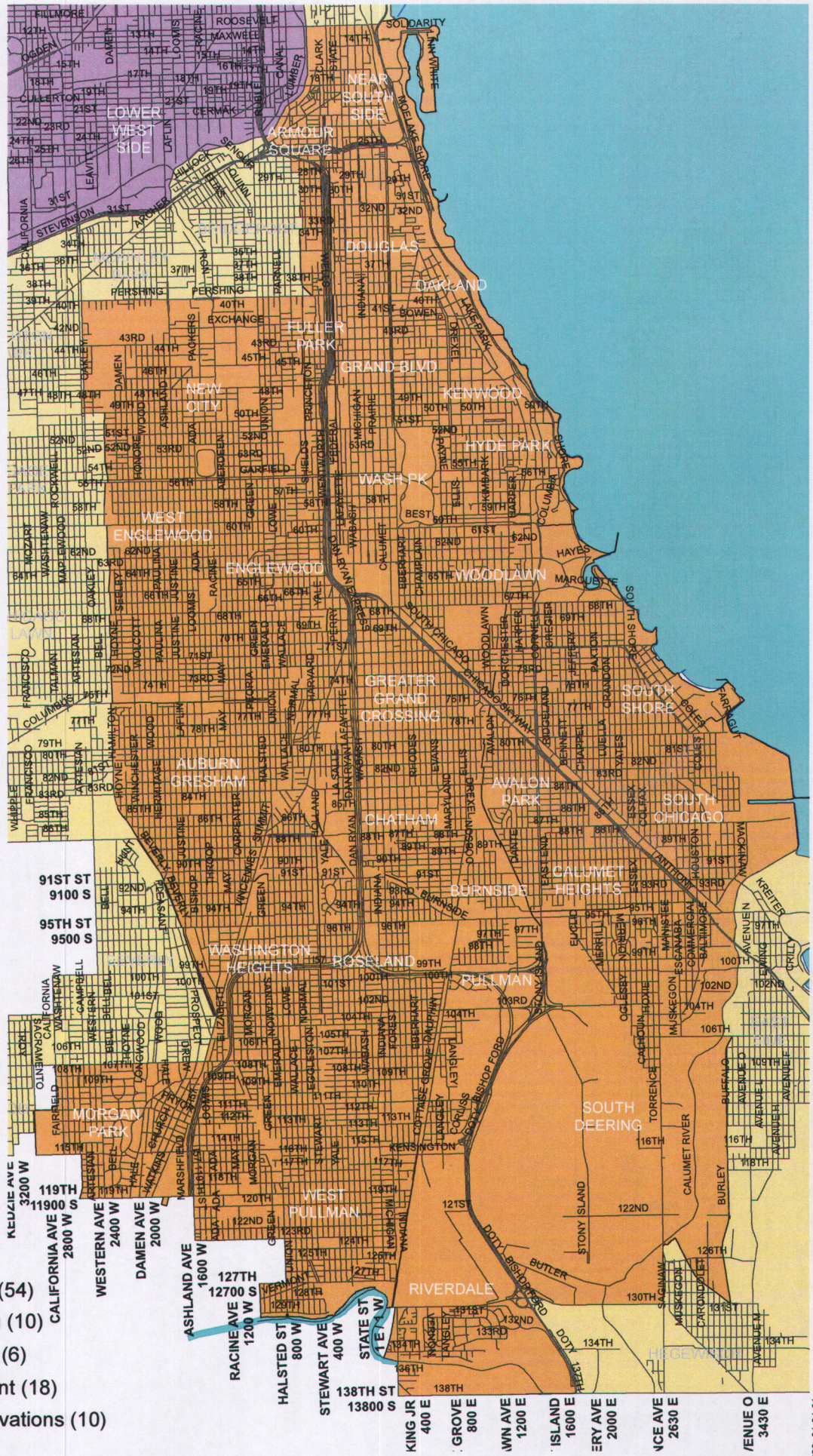
Projects as of 5/30/2013



CPS School Investment Program Community Hiring Zone C

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

Projects as of 5/30/2013



Name: AER_PBC_SJN_CommunityHiringZoneC2_20130423_NoLabels

18000: 04-04-01

EXHIBIT 11 – SCHEDULE C (LETTERS OF INTENT)

ATTACHED HERETO

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: 2013 School Investment Program - Project 12

Project Number: PS1974

FROM:

Pagoda Electric & Construction, Inc. MBE ☒ WBE ☐
(Name of MBE or WBE)

TO:

Broadway Electric, Inc. and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

☐ a Sole Proprietor
☒ a Partnership

☐ a Corporation
☐ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3-1-2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Electrical Subcontractor

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$653,466.00

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

- 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By: Pagoda Electric
& Construction, Inc
Name of MBE/WBE Firm (Print)
7-22-2013
Date
708-263-9540
Phone

Vincent Mills
Signature
Vincent Mills, President
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)
Date
Phone

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



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 29 2013

Vincent Mills
Pagoda Electric & Construction, Inc.
1728 Cornell Road
Flossmoor, Illinois 60422

Annual Certificate Expires: March 1, 2014

Dear Mr. Mills:

We are pleased to inform you that Pagoda Electric & Construction, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until March 1, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by March 1, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by January 1, 2014**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a (MBE) if you fail to:

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

MAR 29 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

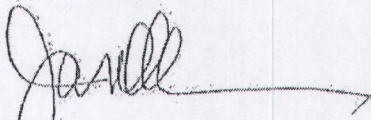
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code – 238210 – Electrical Contractors and Other Wiring Installation Contractors

Your firm's participation on City contracts will be credited only toward Minority owned Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: 2013 School Investment Program - Project 12

Project Number: PS1974

FROM:

Underland Architectural Systems, Inc MBE _____ WBE X
(Name of MBE or WBE)

TO:

Friedler Construction Co. and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 2/26/2013. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

FRP doors, installation

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$31,729.00

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.
By:

Underland Arch. Sys., Inc.

Name of MBE/WBE Firm (Print)

7/22/2013

Date

708-889-9826

Phone


Signature

Amy Phillips

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE WBE Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES

FEB 26 2013

CITY OF CHICAGO

Barbara Underland
Underland Architectural Systems, Inc.
20318 Torrence Ave
Lynwood, IL 60411

Annual Certificate Expires: February 15, 2014

Dear Ms. Underland:

We are pleased to inform you that Underland Architectural Systems, Inc. has been re-certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until February 15, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by February 15, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by December 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Woman Business Enterprise (WBE) if you fail to:

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

FEB 26 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code – 238150 - Curtain wall, glass, installation

NAICS Code – 238150 - Mirror installation

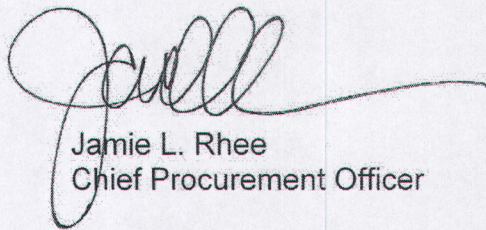
NAICS Code – 238160 - Skylight installation

NAICS Code – 238350 - Aluminum door and window, residential-type, installation

Your firm's participation on City contracts will be credited only toward Woman owned Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: 2013 School Investment Program - Project 12

Project Number: PS1974

FROM:

Penn Services LLC
(Name of MBE or WBE)

MBE X WBE _____

TO:

Friedler Construction and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor
☒ a Partnership

_____ a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7/22/13. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

General Contracting

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$1,175,963.02

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

48 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

35 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Penn Services
Name of MBE/WBE Firm (Print)
2/22/13
Date
(847) 705-3866
Phone

[Signature]
Signature
JOHN WILSON
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: 2013 School Investment Program - Project 12

Project Number: PS1974

FROM:

B.E.T.O.N. CONSTRUCTION CO

(Name of MBE or WBE)

MBE _____ WBE X

TO:

FRIEDLER CONSTRUCTION

(Name of General Bidder)

and Public Building Commission of Chicago

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor

_____ X _____ a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 07-09-2013. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

MASONRY RESTORATION

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$214,555

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

B.E.T.O.N. CONSTRUCTION CO.

Name of MBE/WBE Firm (Print)

3-22-2013

Date

793-283-5100

Phone

IF APPLICABLE:

By:

N/A

Joint Venture Partner (Print)

Date

Phone

Violet Gutowska

Signature

VIOLETTA GUTOWSKA

Name (Print)

Signature

Name (Print)

MBE WBE Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUL 09 2013

Ms. Violetta Gutowska
B.E.T.O.N. Construction Co.
5097 North Elston Avenue
Chicago, IL 60630

Dear Ms. Gutowska:

We are pleased to inform you that **B.E.T.O.N. Construction Co.**, has been re-certified as a **Woman Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **07/01/2014**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

Your firm's five year certification will expire on **07/01/2014**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/01/2014**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

mw.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

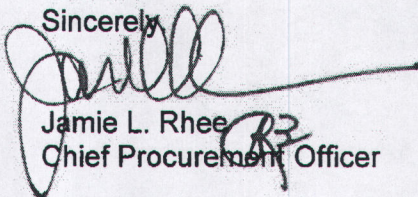
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS 238140 Masonry Contractors

Your firm's participation on City contracts will be credited only toward **Woman Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

A handwritten signature in black ink, appearing to read "JR", is written over the typed name and title of the signatory.

Jamie L. Rhee
Chief Procurement Officer

JLR/cm

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: 2013 School Investment Program - Project 12

Project Number: PS1974

FROM:

MOB ENTERPRISES OF CHICAGO, INC
(Name of MBE or WBE)

MBE _____ WBE ☒

TO:

Friedler Construction, INC. and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor

... ☒ ... a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 6-4-2013. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

MASONRY

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$205,000

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.
 By:

MBB ENTERPRISES OF CHICAGO, INC.

Name of MBE/WBE Firm (Print)

7-25-2013

Date

773-278-7100

Phone

Signature

YANINE BARSH

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE WBE Non-MBE/WBE

Phone



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

June 4, 2013

Jenny Barsh
MBB Enterprises of Chicago, Inc.
3352 W. Grand Avenue
Chicago, IL 60651

Email: jenny@mbbmasonry.com

Dear Jenny Barsh,

This letter is to inform you that the City of Chicago has extended your status as a **Women Business Enterprise (WBE)** until October 1, 2013. We are providing this Extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

George Coleman Jr.
Deputy Procurement Officer

GC/ at

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

ATTACHED HERETO

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

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

DESIGN-BUILDER: FRIEDLER CONSTRUCTION CO.

PROJECT NO.: 12

STATE LINE[4] (COST OF THE WORK) FROM YOUR GMP PROPOSAL:

\$ 7,188,904.00

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

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Penn Services, LLC	General Contractor	\$ 1,175,000.00	
Qu Bar, Inc	HVAC Subcontractor	\$ 465,000.00	
Drive Construction Co	Plumbing Subcontractor	\$ 235,000.00	
Pagoda Electric	Electrical Subcontractor	\$ 653,466.00	
Evergreen Electric	Electrical Subcontractor		\$ 108,911.00
Shawn Brown Enterprises	Abatement Subcontractor	\$ 195,744.00	
Garth Enterprises	Roofing Supplier	\$ 28,000.00	
MBB Enterprises of Chicago	Masonry Subcontractor		\$ 205,000.00
BETON Construction Co	Masonry Subcontractor		\$ 214,555.00
Underland Architectural Systems, Inc.	FRP and Door Subcontractor		\$ 31,652.00
NIA Architects	Architectural Design Services	\$ 25,000.00	
Singh Associates	MEP Engineer	\$ 83,634.00	
TOTALS:		\$ 2,860,844.00	\$ 560,118.00
COMMITMENT PERCENTAGE AS COST OF THE WORK:		40%	8%

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

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

Eric M. Friedler

Print Name of Authorized representative


Signature

President

Title

7/2/2013

Date

Eric Friedler

Designated Design-Builder MBW/WBE Contact Name

773-661-5720

ericf@friedlerconstruction.com

MBE/WBE Contact Phone

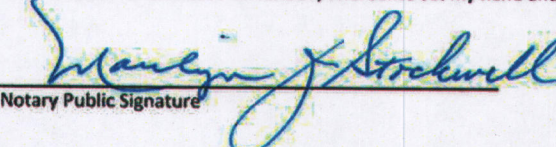
MBE/WBE Contact Email

State of Illinois)

County of Cook)

SS.

On this 25th day of June 2013, the above named authorized representative personally appeared and known by me to the person described in t he foregoing acknowledged that (s)he executed the same in t he capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:


Notary Public Signature

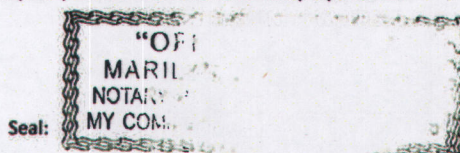


EXHIBIT 13 – DISCLOSURE AFFIDAVIT

AS SUBMITTED FROM INITIAL RFP

PROPOSER INFORMATION	
NAME OF DESIGN-BUILD ENTITY	FRIEDLER CONSTRUCTION CO.
CONTACT PERSON	Eric M. Friedler
ADDRESS	2525 N. Elston Avenue, Ste D240
CITY, STATE, AND ZIP CODE	Chicago, IL 60647
TELEPHONE NUMBER	773-489-1818
FAX NUMBER	773-489-6560
E-MAIL ADDRESS	ericf@friedlerconstruction.com

(1) **DISCLOSURE OF OWNERSHIP INTERESTS**

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, Proposer shall provide the following information. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Respondent is a:

A. ☒ Corporation

B. ☐ Joint Venture

C. ☐ LLC or Other

Please complete the applicable corresponding section below.

A. CORPORATIONS

State of Incorporation: Illinois

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

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

Names:	Titles:
Eric M. Friedler	President
Robert W. Brunette	Vice President

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

n/a

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

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

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

Names of Shareholders	Percent Interest Owned
Eric M. Friedler	100 %
	%
	%
	%

B. JOINT VENTURES - N/A

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

Names of Venture partners	Percent Interest Owned
	%
	%
	%
	%

C. LLCs and Other Commercial Organizations - N/A

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

Names	Interest Described and Percent Owned
	%
	%
	%
	%

(2) **PROPOSER CERTIFICATION**

a. **PROPOSER**

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

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

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

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

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

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

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

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

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

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

b. **CONSULTANTS & SUBCONTRACTORS**

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

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

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

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

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

c. STATE TAX DELINQUENCIES

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

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

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

N/A

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

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

d. OTHER TAXES/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.

N/A

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

e. PUNISHMENT

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

f. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

N/A

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

g. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

N/A

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

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

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

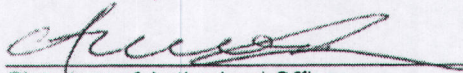
Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Proposer will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

h. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

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

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


Signature of Authorized Officer

Eric M. Friedler

Name of Authorized Officer (Print or Type)

President

Title

773-489-1818

Telephone Number

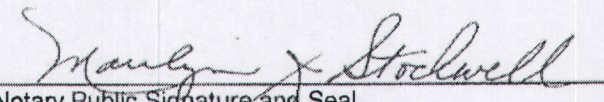
State of Illinois

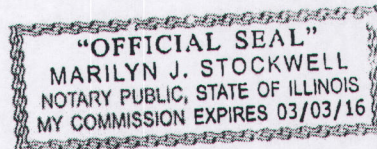
County of Cook

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

Eric M. Friedler (Name) as President (Title) of

FRIEDLER CONSTRUCTION CO. (Bidder/Proposer or Contractor)


Notary Public Signature and Seal



SECTION VI – DISCLOSURE AFFIDAVIT

PROPOSER INFORMATION	
NAME OF DESIGN-BUILD ENTITY	Holabird & Root, LLC
CONTACT PERSON	Jim Miller, IIDA
ADDRESS	140 South Dearborn
CITY, STATE, AND ZIP CODE	Chicago, Illinois 60603
TELEPHONE NUMBER	312-357-1771
FAX NUMBER	312-357-1909
E-MAIL ADDRESS	jmillier@holabird.com

(1) DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, Proposer shall provide the following information. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Respondent is a:

- A. ☐ Corporation
- B. ☐ Joint Venture
- C. ☒ LLC or Other

Please complete the applicable corresponding section below.

A. CORPORATIONS

State of Incorporation: _____

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

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

Names:

Titles:

_____	_____
_____	_____
_____	_____

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

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

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

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

Names of Shareholders	Percent Interest Owned
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

B. JOINT VENTURES

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

Names of Venture partners	Percent Interest Owned
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

C. LLCs and Other Commercial Organizations

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

Names	Interest Described and Percent Owned
Jeff Case	25 %
Greg Cook	25 %
Jim Miller	25 %
James Baird	25 %

(2) PROPOSER CERTIFICATION

a. PROPOSER

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

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

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

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

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

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

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

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

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

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

b. CONSULTANTS & SUBCONTRACTORS

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

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

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

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

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

c. STATE TAX DELINQUENCIES

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

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

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

N/A

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

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

d. OTHER TAXES/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.

N/A

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

e. PUNISHMENT

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

f. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

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

g. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

N/A

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

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

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

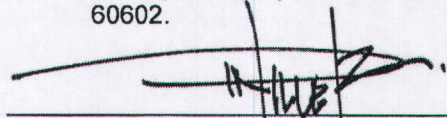
Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Proposer will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

h. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

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

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



Signature of Authorized Officer

JIM. MILLER

Name of Authorized Officer (Print or Type)

Principal

Title

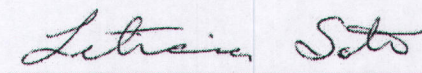
312-357-1771

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 30th day of April, 2013 by
Jim Miller (Name) as Principal (Title) of
Holabird + Root (Bidder/Proposer or Contractor)



Notary Public Signature and Seal



SECTION VII – DISCLOSURE OF RETAINED PARTIES

(1) DEFINITIONS AND DISCLOSURE REQUIREMENTS

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

(2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction:
2013 School Investment Program Request for Proposals("RFP") for Design-Build Services
- b. Description of goods or services to be provided under Contract:
General contracting Services
- c. Name of Proposer: FRIEDLER CONSTRUCTION CO.

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

Retained Parties:

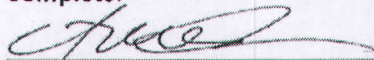
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

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

(4) The Proposer understands and agrees as follows:

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

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



Signature

April 30, 2013

Date

Eric M. Friedler

President, Friedler Construction Co.

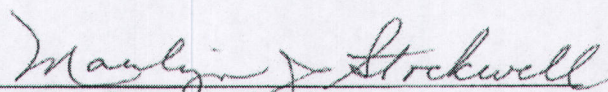
Name (Type or Print)

Title

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

Eric M. Friedler (Name) as President (Title) of

Friedler Construction Co. (Bidder/Proposer or Contractor).



Notary Public Signature and Seal



EXHIBIT 14 – DISCLOSURE OF RETAINED PARTIES

AS SUBMITTED FROM INITIAL RFP

SECTION VII – DISCLOSURE OF RETAINED PARTIES

(1) DEFINITIONS AND DISCLOSURE REQUIREMENTS

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

(2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction:

2013 School Investment Program

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

Architecture, Interior Design, Engineering Services

- c. Name of Proposer:

Holabird & Root, LLC

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

Retained Parties:

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

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

(4) The Proposer understands and agrees as follows:

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

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

Signature

Date

April 30, 2013

Name (Type or Print)

Title

Principal

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

Jim Miller (Name) as Principal (Title) of

Holabird + Root (Bidder/Proposer or Contractor).

Notary Public Signature and Seal

