

**PUBLIC BUILDING COMMISSION OF CHICAGO  
PROFESSIONAL SERVICES AGREEMENT FOR  
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES  
PS3025I**

**THIS AGREEMENT (“Agreement”)** is made and entered into as of the 13<sup>th</sup> day of February, 2019, by and between the Public Building Commission of Chicago, located at 50 West Washington Street, Chicago, Illinois 60602 (“**PBC**” or “**Commission**”) and **Gilbane Building Company**, located at 8550 West Bryn Mawr Avenue, Suite 500, Chicago, Illinois (the “**Construction Manager**”).

**TERMS AND CONDITIONS**

- 1. Description of Services.** PBC hereby engages the Construction Manager to perform certain pre-construction services as more fully described in **EXHIBIT A** hereof (the “**Services**”) with respect to the renovation and rehabilitation, improvement and or construction of the Waters Elementary School Annex and Renovations located at 4540 North Campbell Avenue, Chicago, Illinois (the “**Project**”).
- 2. Performance Standard.** The Construction Manager represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. The Construction Manager shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of the Services or the Project. The Construction Manager further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Construction Manager to perform the Services in the manner required by this Agreement.
- 3. Failure to Meet Performance Standards.** If the Construction Manager fails to comply with its obligations under the standards of this Agreement, the Construction Manager must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.
- 4. Compensation.** The Commission shall compensate the Construction Manager for the Services in the manner set forth in **EXHIBIT H** hereof, or as modified by written authorization. The Construction Manager shall submit all invoices, no more frequently than once every thirty (30) days, in an electronic format using the OCDM System. Failure to submit invoices through ODCM will result in delayed or non-payment to the Construction Manager. The total amount of compensation to be paid by the Commission for the Services shall not exceed the sum of **\$7,400,000**.
- 5. Compliance with Laws.** In performing the Services under this Agreement, the Construction Manager shall comply with all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority applicable to the Project. The Construction Manager further agrees that it will comply with all applicable provisions of resolutions adopted by PBC’s Board of Commissioners including, without limitation, the Code of Ethics Resolution adopted on October 3, 2011 and the Inspector General Resolution adopted on October 1, 2010.

**6. Indemnity.** The Construction Manager shall defend, indemnify and hold the PBC, the Board of Education of the City of Chicago and the City of Chicago and their respective commissioners, officers, agents, officials, and employees (the "Indemnified Parties") harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services performed by the Construction Manager, or any person employed or retained by the Construction Manager, to the maximum extent permitted by law. The Construction Manager's obligation to defend, indemnify and hold the Indemnified Parties harmless shall survive the expiration, termination or cancellation of this Agreement and shall include the payment of any and all attorneys' fees and costs incurred by the Indemnified Parties in defending any such claim.

**7. Insurance.** The Construction Manager shall procure and maintain at all times, at the Construction Manager's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in **EXHIBIT C**, and which name the Indemnified Parties as an additional insured on a primary, non-contributory basis.

**8. Changes to the Services.** The PBC may from time to time request changes to the Services or the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and the Construction Manager, shall be incorporated in a written amendment to this Agreement. The PBC shall not be liable for any changes absent such written amendment of this Agreement.

**9. Ownership of Documents.** All documents, data, studies and reports prepared by the Construction Manager or any party engaged by the Construction Manager, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

**10. Termination or Suspension.** The PBC reserves the right, at any time, to terminate this Agreement, with or without cause, by written notice to the Construction Manager at least thirty (30) days prior to the effective date of the termination. In addition, PBC shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Services by the Construction Manager with respect to all or any part of the Services by providing written notice to the Construction Manager. Termination or suspension shall not relieve the Construction Manager of liability for the performance of any obligation performed or to have been performed on or before the effective date of termination or suspension. PBC agrees to pay to the Construction Manager in accordance with this Agreement all compensation and reimbursement due to the Construction Manager for periods up to the effective date of the termination or suspension.

**11. Time Is Of The Essence.** Time is of the essence for this Agreement.

**12. No Waivers.** Any failure by the PBC to enforce any provision of this Agreement shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

**13. Independent Contractor.** In performing the Services under this Agreement, the Construction Manager shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

**14. Confidentiality.** All of the reports, information, or data prepared or assembled by the Construction Manager under this Agreement are confidential, and the Construction Manager agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Construction Manager shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services.

**15. Notices.** All notices and other communications required under this Agreement must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

**16. Remedies.** The remedies reserved in this Agreement are cumulative and in addition to any other remedies provided in law or equity.

**17. Governing Law.** The laws of the State of Illinois shall govern this Agreement.

**18. Choice of Forum.** Any suit regarding this Agreement or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

**19. Non-assignment.** The Construction Manager shall not delegate or assign any rights or claims under this Agreement, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

**20. Headings.** Headings used in this Agreement are for convenience and reference only and shall not affect the interpretation of this Agreement.

**21. Partial Invalidity.** If any provision of this Agreement is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

**22. Amendments.** Oral statements and understandings are not valid or binding, and this Agreement may not be changed or amended except by a written amendment signed by both parties.

**23. Binding Effect.** This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees.

**24. Entire Agreement.** This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications.

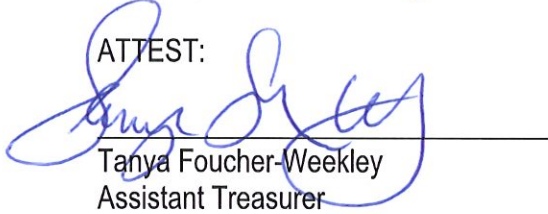
"OPTIONAL SEAL"  
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**EXECUTION PAGE**

**PUBLIC BUILDING COMMISSION  
OF CHICAGO**

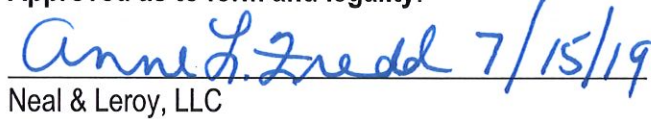
  
\_\_\_\_\_  
Lori Ann Lypson  
Secretary

Date: 7/16/19

ATTEST:  
  
\_\_\_\_\_  
Tanya Foucher-Weekley  
Assistant Treasurer

Date: 7/16/19

**Approved as to form and legality:**

  
\_\_\_\_\_  
Anne L. Zredd 7/15/19  
Neal & Leroy, LLC

**CONSTRUCTION MANAGER:**

Gilbane Building Company  
  
\_\_\_\_\_  
President or Authorized Designee

7-10-2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of Cook

State of Illinois

Subscribed and sworn to before me by Douglas Lim and \_\_\_\_\_ on behalf of the  
Construction Manager this 11 day of July, 2019.

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

My Commission expires: 06/01/2022  
(SEAL



OF

NOTARY)



## **EXHIBITS**

The following Exhibits are a part of and fully incorporated into this Agreement:

Exhibit A	Description of Services
Exhibit B	Licenses and General Information
Exhibit C	Disclosure Affidavit
Exhibit D	Legal Actions
Exhibit E	Joint Venture (if applicable)
Exhibit F	Disclosure of Retained Parties
Exhibit G	Insurance
Exhibit H	Compensation

# Exhibit A

## Description of Services

**(ATTACHED HERETO AND INCORPORATED HEREIN)  
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## Description of Services

The Construction Manager will advise, consult with and assist the Commission with respect to scope of the work that can be achieved within the budget and time constraints, existing conditions, site use and improvements, materials, building systems and equipment, construction feasibility, actions that may minimize the adverse effects of labor and/or material shortages, time requirements for procurement, installation and construction, and issues associated with construction costs, including estimates of alternative design and materials, preliminary budgets and possible economies (the "Pre-Construction Services"). Specific services to be performed by the Construction Manager include the following:

- A.1 Review and analyze all available documentation relating to the Project including but not limited to transfer documents from User Agency, schedule, program, scope, budget, and the design documents prepared by the Architect.
- A.2 Consult with the Commission and the User Agency regarding the goals and requirements for the Project, including site logistics and the proposed schedule for the commencement and completion of construction activities.
- A.3 Schedule and attend regular meetings with the Commission, the User Agency and the Architect to discuss the scope of the project, site and building availability, cost estimates, schedule considerations and other issues related to the implementation of the Project. Prepare and distribute minutes of all project meetings within three (3) business days as applicable.
- A.4 Review the design documents prepared by the Architect of Record for issues related to clarity, consistency, constructability, coordination among the trades and any features that appear to be ambiguous, confusing, conflicting or erroneous. In addition, provide design assist, as needed.
- A.5 Report to the Commission, the User Agency and the Architect in writing any and all errors and/or omissions, inconsistencies and ambiguities that Construction Manager discovers in the design documents.
- A.6 Report to the Commission, the User Agency and the Architect of Record any instance of non-compliance of the design documents with pertinent laws, statutes, ordinances, codes, rule or regulations applicable to the Project.
- A.7 Recommend to the Commission and the User Agency potential value engineering and constructability alternatives for the Project, and provide cost savings suggestions and best value recommendations.
- A.8 Perform value analysis to identify cost, constructability, and facility operations efficiencies. In addition, ensure that the Project sustainability goals are achieved.
- A.9 Prepare detailed cost estimates supporting any and all value analyses, taking into consideration applicable constructability issues that may decrease the duration of the construction schedule and/or decrease the construction costs.
- A.10 Prepare Project schedule information as requested by the Commission.
- A.11 Prepare Budget GMPs for review by the Commission.
- A.12 Prepare an overview of the current budget estimate compared to the Commission's budget.

A.13 Prepare a detailed comparison and reconciliation of the current budget estimate to the previous budget estimate, with an explanation of any variance by component.

A.14 Prepare a summary of all approved cost revisions, alternates, and variances. Create and maintain a cost control system that compares the Project GMP with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes.

A.15 The Construction Manager shall analyze the Architect of Record's originally submitted and as altered and re-drafted Construction Documents and make recommendations to the Commission as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the Project

A.16 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP to supplement the information contained in the Drawings and Specifications.

A.17 The Construction Manager shall also include Budget GMP Contingencies and Allowances in amounts approved by the Commission, to help reduce the risks assumed by the Construction Manager in providing the GMP for the Project. The Commission and the Construction Manager acknowledge that the contingencies are included to adjust the estimates for eventualities that have not been taken into precise account in the establishment of the Budget GMP.

A.18 In the event that the proposed Project GMP exceeds the Project Construction Budget, the Commission may elect at its discretion to direct the Construction Manager to work in conjunction with the Architect of Record to re-design the Project.

A.19 The Construction Manager shall:

- Develop bid packages for all materials and work and provide full assignment, coordination and responsibility for the work. Provide the Commission a checklist of the Construction Managers bidding and procurement process, from beginning to end, for the Commission's review and approval.
- Prepare bidding strategy(ies) including bid packaging and permitting strategy for review and approval by the Commission and the User Agency. At a minimum the bidding strategies shall contain, (a) project scope, (b) cost estimate, (c) schedule (d) identify long lead items (e) proposed bidders and procurement methodology, (f) proposed MBE/WBE/ participation, (g) proposed minority and female hiring plans with labor force projections, (h) proposed City of Chicago resident participation, and (i) proposed community hiring plan/initiatives.
- Prepare a Notice of Bid Opportunity for the Commission's approval. Upon the Commission's approval, bid the work in accordance with Section 20 of the Public Building Commission Act, 50 ILCS 20/20.
- Maintain accurate records of the bid notification process for each package. Provide a copy of these records to the Commission within three (3) business days of posting notification.
- During the bidding period the Construction Manager, in conjunction with the Architect of Record, shall prepare and review material with the Commission. Approval by the Commission must be received prior to issuing any addendum. The Construction Manager may distribute written addendum to address questions raised by potential subcontractors. In addition, the format of the addendum shall correspond with the Commission's format.



- Schedule and administer Bid Opening(s) in accordance with Commission's Procurement protocol and in the presence of the Commission's Project Manager(s), Procurement, and Compliance staff at a location designated by the Commission.
- Prepare and distribute bid packages, as required, for the project. Ensure that this activity is fully coordinated with the Commission, its consultants, and the Architect prior to distributing the bid packages. Ensure that the "Issue for Bid" Contract Documents include all constructability review comments.
- Review and verify all necessary Instruction to Bidders, Proposal Forms, Contract Forms, General Conditions and Special Conditions of the contract supplied by the Commission.
- Evaluate base bids, alternate proposals, unit prices, and such other data as may be pertinent
- Determine the lowest responsive and responsible bidder. Recommend the award of a Subcontract for each scope of work to the Commission in writing.
- Conduct and manage scope review sessions with all bidders upon submittal of bids with the Commission and its consultants to determine lowest responsive responsible bidder, as required, at a location designated by the Commission. Prepare and distribute written summaries of each scope review session to the Commission.
- At the direction of the Commission, make appropriate adjustments to the Project GMP via an amendment to the Agreement if the Commission discovers any inconsistencies or inaccuracies in the information presented.
- Establish and maintain an open line of communication with the entire team, including the Commission and its consultants throughout the project duration.
- In connection with communications, the Construction Manager shall submit all required project documentation through the Commission's web based document controls system

A.20 The Construction Manager receives authorization from the Commission to award a Subcontract for Work or to issue a purchase order for materials or equipment required for the Project in accordance with the Project Summary Schedule. The Construction Manager shall prepare a subcontract for execution by the successful bidder.

A.21 Prepare and Identify strategies that will assist in facilitating construction activities, which can reduce the overall construction duration.

A.22 Upon issuance of the building permit(s), direct the issuance of the "Issue for Construction" drawings for each approved bid package with the Architect to ensure completeness and accuracy.

A.23 Coordinate and conduct pre-construction conferences with all bidders, as necessary, to review all contract requirements at a location designated by the Commission. Prepare and issue meeting minutes, as required.

# Exhibit B

## Licenses and General Information

**(ATTACHED HERETO AND INCORPORATED HEREIN)  
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**City of Chicago  
Department of Buildings  
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

GILBANE BUILDING COMPANY, INC.  
8550 WEST BRYN MAWR AVENUE  
CHICAGO IL 60631

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04421

CERTIFICATE NUMBER: GC04421-15

FEE: \$ 2000

DATE ISSUED: 04/25/2018

DATE EXPIRES: 05/12/2019

**THIS LICENSE IS NON-TRANSFERABLE**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

**Rahm Emanuel  
Mayor**

**Judith Frydland  
Commissioner**

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

Registration No. 15643

**Gilbane Building Company**

7 Jackson Walkway

Providence RI 02903

Information for this business last updated on:

Monday, September 28, 2009

Certificate produced on Monday, September 28, 2009 at 9:50 AM





# CITY OF CHICAGO

## LICENSE CERTIFICATE NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME

DBA: GILBANE BUILDING COMPANY

AT:

GILBANE BUILDING COMPANY  
8550 W. BRYN MAWR AVE. Floor 500, Apt. 361e  
CHICAGO, ILL 60631

LICENSE NO.  
LICENSE

1245046  
Limited Business License

COB

1010

PRINTED ON:  
07/31/2018

FEE:

\$\*\*\*\*250.00

PRESIDENT: THOMAS E. GILBANE  
SECRETARY: ROBERT V. GILBANE

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS DAY OF

15 AUGUST, 2018

ATTEST:

EXPIRATION DATE: August 15, 2020

*Rahm Emanuel*  
MAYOR

*Anna M. Valencia*  
CITY CLERK

ACCOUNT NO.  
TRANS NO.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.

# Exhibit C

## Disclosure Affidavit

**(ATTACHED HERETO AND INCORPORATED HEREIN)  
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**I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM**

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Douglas Lim, as Vice President  
Name Title

and on behalf of Bidder/Proposer/Respondent  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Gilbane Building Company		
Address:	8550 West Bryn Mawr, Suite 500		
City/State/Zip:	Chicago, IL 60631		
Telephone:	(773) 695-3500	Facsimile:	
FEIN:	050495530	SSN:	
Email:	DLim@GilbaneCo.com		
<b>Nature of Transaction:</b> Construction Management at Risk Services for Various Chicago Public Schools (Package 2) – PS3025			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

**II. DISCLOSURE OF OWNERSHIP INTERESTS**

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____



**FORM C – DISCLOSURE AFFIDAVIT**

**A. CORPORATIONS AND LLC'S**

<b>State of Incorporation or Organization:</b>		Rhode Island
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>	8550 West Bryn Mawr Avenue, Suite 500, Chicago, IL 60631	
<b>Telephone:</b>	773-695-3500	
<b>Identify the names of all officers and directors of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Title</b>	
Please see listing at end of this form.		
<b>Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>
Please see listing at end of this form.		%
		%
		%
<b>LLC's only, indicate Management Type and Name:</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>Name:</b> _____
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b> Yes. Gilbane Building Company is owned 100% by Gilbane, Inc., parent company.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		



**B. PARTNERSHIPS**

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

**C. SOLE PROPRIETORSHIP**

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

Gilbane certifies and understands the following.

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, 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:
  - a. 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
  - b. 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
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
  
2. The Contractor or agent, partner, employee or officer of the Contractor 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<sup>2</sup> 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 Submission of this bid, proposal or response.
  
3. The Contractor or any agent, partner, employee, or officer of the Contractor 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<sup>4</sup> 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.
  
4. The Contractor 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.
  
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. 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;
  - c. 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 in paragraph (5)(b) above; and
  - d. 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. SUBCONTRACTORS**

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor 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 Contractor, 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 described as prohibited in this document; (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 in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor 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 Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, 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 as prohibited in this document of 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 as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor 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 Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor 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 Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

**C. STATE TAX DELINQUENCIES** Gilbane can certify we are current on all taxes and are not aware of any outstanding liabilities.

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor 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.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages 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.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

**D. OTHER TAXES/FEEES** Gilbane can certify we are current on all taxes and are not aware of any outstanding liabilities.

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

**E. PUNISHMENT**

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS** None. Gilbane can certify that it has not had any lawsuits with the entities listed below.

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor 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**

- A. Neither the Contractor nor any affiliated entity of the Contractor 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 Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary): None in Illinois, however Gilbane entered a settlement of an administrative complaint with the USEPA for a project in MA. Please see attached document at end of this form.

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.



- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor 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.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

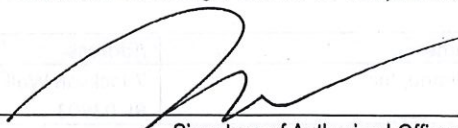
**H. INCORPORATION INTO CONTRACT AND COMPLIANCE**

The above certification shall become part of any contract awarded to the Contractor 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 Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

**I. VERIFICATION**

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor 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 PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

  
 \_\_\_\_\_  
 Signature of Authorized Officer  
**Douglas Lim**  
 \_\_\_\_\_  
 Name of Authorized Officer (Print or Type)  
**Vice President**  
 \_\_\_\_\_  
 Title  
**773-695-3529 | 773-547-3037**  
 \_\_\_\_\_  
 Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 28th day of January, 2019 by

Douglas Lim (Name) as Vice President (Title) of  
Gilbane (Bidder/Proposer/Respondent or Contractor)

  
 \_\_\_\_\_  
 Notary Public Signature and Seal



Form C – Disclosure Affidavit - Information from Legal for **Gilbane Building Company**

Page 24, Part A: Corporations...

State of Incorporation: Rhode Island

If outside of Illinois, is your firm authorized to conduct business in the State of Illinois?:

**Yes**

Identify the names of all officers and directors of the business entity: List Officers/Directors

**Officers and Directors:**

Name	Title	Address
Richard Carolan, Jr.	Director	7 Jackson Walkway, Providence, RI 02903
Paul J. Choquette, Jr.	Director	7 Jackson Walkway, Providence, RI 02903
Dennis M. Cornick	Executive Vice President	7 Jackson Walkway, Providence, RI 02903
Michael M. Costello	Treasurer	7 Jackson Walkway, Providence, RI 02903
Everett B. Gabriel	Assistant Treasurer	7 Jackson Walkway, Providence, RI 02903
Robert V. Gilbane	Director	7 Jackson Walkway, Providence, RI 02903
Thomas F. Gilbane, Jr.	Chairman/Director	7 Jackson Walkway, Providence, RI 02903
William J. Gilbane, Jr.	Vice Chairman/Director	7 Jackson Walkway, Providence, RI 02903
Brad A. Gordon	Secretary	7 Jackson Walkway, Providence, RI 02903
Thomas M. Laird	Executive Vice President	7 Jackson Walkway, Providence, RI 02903
Michael E. McKelvy	President/CEO/Director	7 Jackson Walkway, Providence, RI 02903
Daniel Reynolds	Executive Vice President	7 Jackson Walkway, Providence, RI 02903
John T. Ruggieri	CFO/Sr. Vice President	7 Jackson Walkway, Providence, RI 02903

Identify all Shareholders whose ownership percentage exceeds 7.5% of the business entity.

Name	Address	Ownership Interest %
Gilbane, Inc.	7 Jackson Walkway, Providence, RI 02903	100%

LLC's: **N/A**Is the corporation or LLC owned or partially or completely by one or more other corporations or legal entities? **YES**

If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with PBC, then Corporation B must complete Disclosure Affidavit. If Corporations B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporation C and D must complete Disclosure Affidavits.

Name	Address	Ownership Interest %
Gilbane, Inc.	7 Jackson Walkway, Providence, RI 02903	100% (Privately Held)
		Individuals with 7.5 % +
Robert V. Gilbane Trust		7.5%+ *
James M. Gilbane Trust		7.5%+ *
Richard T. Gilbane		7.5%+ *
*the remaining shares are held in lesser increments by @130 family members to equal 100%.		

Page 25:

B: Partnerships: **N/A**C: Sole Proprietorship: **N/A**

**Entity Name: GILBANE BUILDING COMPANY**

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**File Number: 60245053**

**Officers and Directors:**

Name	Title	Address
Richard Carolan, Jr.	Director	7 Jackson Walkway, Providence, RI 02903
Paul J. Choquette, Jr.	Director	7 Jackson Walkway, Providence, RI 02903
Dennis M. Cornick	Executive Vice President	7 Jackson Walkway, Providence, RI 02903
Michael M. Costello	Treasurer	7 Jackson Walkway, Providence, RI 02903
Everett B. Gabriel	Assistant Treasurer	7 Jackson Walkway, Providence, RI 02903
Robert V. Gilbane	Director	7 Jackson Walkway, Providence, RI 02903
Thomas F. Gilbane, Jr.	Chairman/Director	7 Jackson Walkway, Providence, RI 02903
William J. Gilbane, Jr.	Vice Chairman/Director	7 Jackson Walkway, Providence, RI 02903
Brad A. Gordon	Secretary	7 Jackson Walkway, Providence, RI 02903
Thomas M. Laird	Executive Vice President	7 Jackson Walkway, Providence, RI 02903
Michael E. McKelvy	President/CEO/Director	7 Jackson Walkway, Providence, RI 02903
Daniel Reynolds	Executive Vice President	7 Jackson Walkway, Providence, RI 02903
John T. Ruggieri	CFO/Sr. Vice President	7 Jackson Walkway, Providence, RI 02903



Page 24, Part A: Corporations...

State of Incorporation: **Rhode Island**

If outside of Illinois, is your firm authorized to conduct business in the State of Illinois?:

**Parent Company - No**

Identify the names of all officers and directors of the business entity: **See attached List Officers/Directors**

Identify all Shareholders whose ownership percentage exceeds 7.5% of the business entity.

Name	Address	Ownership Interest %
Gilbane, Inc.	7 Jackson Walkway, Providence, RI 02903	100% (Privately Held)
		Individuals with 7.5 % +
Robert V. Gilbane Trust		7.5%+ *
James M. Gilbane Trust		7.5%+ *
Richard T. Gilbane		7.5%+ *
*the remaining shares are held in lesser increments by @130 family members to equal 100%.		

LLC's: **N/A**

Is the corporation or LLC owned or partially or completely by one or more other corporations or legal entities? **No – it is a privately held family corporation as noted above.**

*If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with PBC, then Corporation B must complete Disclosure Affidavit. If Corporations B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporation C and D must complete Disclosure Affidavits.*

Page 25:

B: Partnerships: **N/A**

C: Sole Proprietorship: **N/A**

**GILBANE, INC. -- OFFICERS/DIRECTORS/SHAREHOLDERS**

Name	Business Address	Parent/Subsidiary/Affiliate
Gilbane, Inc.	7 Jackson Walkway, Providence, RI 02903	Parent Company of Gilbane Building Company
Incorporated Rhode Island 9/1/1908; Name Change 1/6/1998		

Position	Name	Title	Address
<b>OFFICERS</b>			
Officer	Thomas F. Gilbane, Jr.	Chairman/CEO	Gilbane, Inc. 7 Jackson Walkway, Providence, RI 02903 c/o Brad A. Gordon, Secretary
Officer	Paul J. Choquette, Jr.	Vice Chairman	See Above
Officer	Robert V. Gilbane	Vice President	See Above
Officer	William J. Gilbane, Jr.	Vice President	See Above
Officer	John T. Ruggieri	CFO/Treasurer	See Above
Officer	Brad A. Gordon	Secretary	See Above
<b>DIRECTORS</b>			
Director	Thomas F. Gilbane, Jr.	Director/Chairman	See Above
Director	Robert V. Gilbane	Director	See Above
Director	William J. Gilbane, Jr.	Director	See Above
Director	Michael E. McKelvy	Director	See Above
Director	Franz Colloredo-Manstfeld	Director	See Above
Director	Ronald L. Skates	Director	See Above
Director	John P. Fowler	Director	See Above
Director	Jane E. Newman	Director	See Above
Director	Thomas F. Gilbane, III	Director	See Above
Director	Frank T. MacInnis	Director	See Above
Director	John Galvin	Director	See Above
Director	Richard K. Allen	Director	See Above
Director	Glyn Aeppel	Director	See Above
Director	Edward T. Broderick	Director	See Above
<b>SHAREHOLDERS:</b>			
Shareholder +5%	Thomas F. Gilbane, Jr.	Shareholder	See Above
Shareholder +5%	Robert V. Gilbane	Shareholder	See Above
Shareholder +5%	Richard T. Gilbane	Shareholder	See Above
Shareholder +5%	James M. Gilbane	Shareholder	See Above

*There are four shareholders with over 5% ownership of this private company and approximately 130 family members with ownership percentages in lesser amounts to equal 100%.*

## GILBANE BUILDING COMPANY - ENVIRONMENTAL AGENCIES

### Five Year List – January 2014 to January 2019

<p>For a construction firm with revenues of approximately \$5.8 billion in 2018, Gilbane Building Company prides itself on being compliant with all federal, state and local laws, rules and regulations. From time to time however there are issues that can arise, and we consider each and every one of these matters as very serious, and make certain to immediately and fairly address each concern.</p>						
PROJECT NAME, LOCATION & OWNER	CASE CAPTION	LIST ALL PARTIES	LOCATION OF PROCEEDING	DESCRIPTION OF DISPUTE	START/END DATES	STATUS AND OUTCOME
<b>ADMINISTRATIVE PROCEEDINGS</b>						
<b>U.S. EPA or STATE ENVIRONMENTAL</b>						
North Reading Middle/High School North Reading, MA Services: Construction Management	U.S. E.P.A	U.S. E.P.A. Gilbane	Massachusetts	301(a) CWA, 33 U.S.C. 1311(a)	Issued: 9/30/2014 Closed: 3/2015	Settled March 2015  \$12,500.*
<p>Gilbane entered a settlement of an administrative complaint with the United States Environmental Protection Agency in connection with alleged violations of storm water protection regulations during the course of construction of the North Reading Middle and High School Project located in North Reading, Massachusetts. The allegations arose from performance of site work and implementation of storm water protection by Gilbane's site subcontractor for the project, and the settlement amount of \$12,500 paid by Gilbane to the government was reimbursed by Gilbane's site subcontractor.* Gilbane and its site subcontractor contested the allegations and settled with the government without any admission or finding of liability in order to avoid litigation of the matter. Settled March 2015.</p>						

#### Contact Information:

Brad A. Gordon, Sr. Vice President-General Counsel  
 Gilbane Building Company  
 7 Jackson Walkway, Providence, RI 02903  
 401.456.5800 or [bgordon@gilbaneco.com](mailto:bgordon@gilbaneco.com)

Rebecca Severson, Corporate Director of Safety  
 Gilbane Building Company  
 7 Jackson Walkway, Providence, RI 02903  
 Gilbane Building Company  
 414.287.2637 or [rseverson@gilbaneco.com](mailto:rseverson@gilbaneco.com)

# Exhibit D

## Legal Actions

**(ATTACHED HERETO AND INCORPORATED HEREIN)  
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# FORM D – LEGAL ACTIONS

## I. LEGAL ACTIONS

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed <u>See attached Current/Settled Cases Past Three Years January 2019 document.</u>		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

# Exhibit F

## Disclosure of Retained Parties

(ATTACHED HERETO AND INCORPORATED HEREIN)  
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**Disclosure of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

**A. Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor 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 Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes 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.

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: CM at Risk Services for Various Chicago Public Schools (Package 2) – PS3025
  - a. Description of goods or services to be provided under Contract  
Construction Management Services as outlined in the RFP.
2. Name of Contractor: Gilbane Building Company
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.  
Check here if no such persons have been retained or are anticipated to be retained:

Retained Parties:

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



FORM I – DISCLOSURE OF RETAINED PARTIES

- 4. The Contractor 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 Contractor's participation in the contract or other transactions with the Commission.
  - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission 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 Contractor 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 Contractor and that the information disclosed herein is true and complete.

The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

\_\_\_\_\_  
Signature

January 28, 2019  
\_\_\_\_\_  
Date

Douglas Lim  
\_\_\_\_\_  
Name (Type or Print)

Vice President  
\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of January 28, 2019

(SEAL)

*Katarzyna Doniec*  
\_\_\_\_\_  
Notary Public

Commission expires: *1/24/2021*



# Exhibit G

## Insurance

**(ATTACHED HERETO AND INCORPORATED HEREIN)  
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/23/2019

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

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

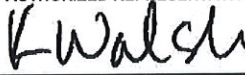
<b>PRODUCER</b> Alliant Insurance Services, Inc. 131 Oliver Street, 4th Floor Boston, MA 02110	<b>CONTACT NAME:</b> Thomas Kass <b>PHONE (A/C, No, Ext):</b> 617-535-7200 <b>E-MAIL ADDRESS:</b> Thomas.Kass@alliant.com	<b>FAX (A/C, No):</b> 617-535-7205
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gilbane Building Company 8550 W. Bryn Mawr Ave., Suite 500 Chicago, IL 60631	<b>INSURER A :</b> Travelers Indemnity Company <b>NAIC #</b> 25658	
	<b>INSURER B :</b> Travelers Indemnity Company of CT <b>25682</b>	
	<b>INSURER c :</b> Charter Oak Fire Insurance Company <b>25615</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 661043435      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	VTC2KCO - 2E970978 - 18	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	VTECAP - 2E97098A - 18	6/30/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VTC2OUB - 2E970954 - 18 VTRKUB - 2E970966 - 18	6/30/2018 6/30/2018	6/30/2019 6/30/2019	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Project #J08455.000, PBC Contract No. PS3025, Waters Elementary School.  
Bailey Edward, The Public Building Commission of Chicago, Board of Education of the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago and their respective board members, employees, elected and appointed officials, and representatives are included as Additional Insureds as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile, General Liability policies. Automobile, General Liability evidenced herein are primary and noncontributory to other insurance available to an additional insured, but only to the extent required by written contract with the insured and executed prior to a loss. A Waiver of Subrogation applies in favor of above mentioned additional insureds with respect to insured operations where required by written contract but limited to the operations of the Insured under said Contract and executed prior to a loss, with respect to the Automobile, General Liability, Workers Compensation policies. Additional Insured status applies See Attached...

<b>CERTIFICATE HOLDER</b>  Public Building Commission of Chicago - Waters Elementary School 50 W Washington St; Unit 200 Chicago, IL 60602  <b>APPROVED</b> <b>JLB</b> <b>5/28/2019</b>	<b>CANCELLATION</b>  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 
---	--

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Gilbane Building Company 8550 W. Bryn Mawr Ave., Suite 500 Chicago, IL 60631	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

for ongoing and completed operations. See attached endorsements.  
 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.



## COMMERCIAL GENERAL LIABILITY

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

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

## COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.
 The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:
 

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**  
**ENDORSEMENT WC 00 03 13 (00)-01**

POLICY NUMBER: (VTC20UB-2E97095-4-18)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2019

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

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

<b>PRODUCER</b> Alliant Insurance Services, Inc. 131 Oliver Street, 4th Floor Boston, MA 02110	<b>CONTACT NAME:</b> Thomas Kass <b>PHONE (A/C, No, Ext):</b> 617-535-7200 <b>E-MAIL ADDRESS:</b> Thomas.Kass@alliant.com	<b>FAX (A/C, No):</b> 617-535-7205
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gilbane Building Company 8550 W. Bryn Mawr Ave., Suite 500 Chicago, IL 60631	<b>INSURER A :</b> National Fire & Marine Insurance Company	<b>NAIC #</b> 20079
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 230885233

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Pollution Liability Professional Liability	Y	Y	42-CNP-304961-02	4/1/2019	4/1/2020	Each Claim/Agg. Professional SIR Pollution SIR	\$50,000,000 \$2M Per Claim \$1M Per Claim

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

RE: Project #J08455.000, PBC Contract No. PS3025, Waters Elementary School.  
 Bailey Edward, The Public Building Commission of Chicago, Board of Education of the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago and their respective board members, employees, elected and appointed officials, and representatives are included as Additional Insureds as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Pollution Liability policy. Pollution Liability evidenced herein is primary and noncontributory to other insurance available to an additional insured, but only to the extent required by written contract with the insured and executed prior to a loss. A Waiver of Subrogation applies in favor of above mentioned additional insureds with respect to insured operations where required by written contract but limited to the operations of the Insured under said Contract and executed prior to a loss, with respect to the Pollution Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

Public Building Commission of Chicago - Waters  
 Elementary School  
 50 W Washington St; Unit 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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November 14, 2018

**Re: Gilbane Inc. – Master Builders Risk Program Summary**

To Whom It May Concern:

The following is a summary of the Gilbane Master Builder's Risk program. Projects up to \$200,000,000 in value can be enrolled in the program. The rates, limits, and deductibles in the program vary based on project value, location, and project type. We have included the standard deductibles for the program at \$200,000,000 value in this letter, with the assumption that the project is not located in a flood zone A,D,V,B, Shaded X,X500, and the project is not located in a High Hazard Wind Zone or Earthquake Zone.

**Insurance Company:** Travelers Property Casualty Company of America  
**Best's Rating:** A++ (Excellent)  
**Named Insured:** Gilbane Building Company & Owner  
**Additional Insured:** Contractors, subcontractors of all tiers and any other party required by contract, entered into by Gilbane, as their interests may appear  
**Policy Perils:** All risk including Flood, Earthquake, Named Windstorm, Delay in Completion

**Policy Limits:**

Hard Costs	\$200,000,000
Flood annual aggregate	\$200,000,000
Earthquake annual aggregate	\$200,000,000
Named Storm limit	\$200,000,000
Release of Water Steam or Fluid Limit	\$200,000,000
Existing Building – Arising out of Construction (Optional Coverage)	\$2,500,000
Delay in Completion	\$5,000,000 Incl. at no additional premium

**Policy Deductibles:**

All Other Perils	\$25,000
Flood	\$50,000
Earthquake	\$50,000
Named Storm	\$50,000
Release of Water Steam or Fluid	\$50,000
Delay in Completion	1 day per month; min 15 days

**Policy Valuation:** Replacement Cost  
**Coinsurance:** None  
**Permission to Occupy:** Granted  
**Escalation:** 10%

<b>Additional Coverage Sub-limits</b>	
Accounts Receivable	\$1,000,000
Breakdown - mechanical failure or electrical failure that results in a covered cause of loss	Included in project limit
Computer & Media	\$1,000,000
Construction Contract Penalty	\$250,000
Construction Signs	Included in project limit
Construction Trailers & Contents	Included in project limit
Debris Removal	25% of loss plus \$10,000,000
Expediting Expenses	\$1,000,000
Extra Expense	\$1,000,000
Fine Arts	\$1,000,000
Fire Department Service Charge	\$250,000
Fungus, Wet Rot, Dry Rot, and Bacteria	\$250,000
Furniture & Fixtures	\$250,000
Green Building	\$250,000
Hazardous Substance Expense	\$10,000
Inventory, appraisals & Loss adjustment expense	\$100,000
Ordinance or Law	\$5,000,000
Personal Effects	\$50,000
Pollution Clean-up and removal - in any one policy year	\$250,000
Preservation of Property	Included in project limit
Reward Coverage	\$5,000
Site Preparation	Included in project limit
Temporary storage	\$5,000,000
Temporary structures and forms	Included in project limit
Terrorism Coverage	Included in project limit
Transit	\$2,500,000
Trees, Shrubs, Signs	\$250,000
Valuable Papers	\$250,000

# Exhibit H

## Compensation

**(ATTACHED HERETO AND INCORPORATED HEREIN)  
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# INITIAL GUARANTEED MAXIMUM PROJECT COST

## Waters Elementary School Annex and Renovations - PS3025I

DESCRIPTION	COST
1. General Conditions	<b><u>\$445,280.00</u></b>
2. Payment and Performance Bond & Insurance	<b><u>\$397,030.00</u></b>
Payment and Performance Bond	\$108,000.00
Insurance	\$289,030.00
3. Construction (A+B)	
A. Pre-Construction Services	<u>\$200,520.00</u>
B. Cost of the Work	
Cost of Construction (General Requirements + Cost of Construction)	<u>\$5,039,169.32</u>
Site Work Allowance	\$150,000.00
Moisture Mitigation Allowance	\$105,000.00
CCTV Allowance	\$100,000.00
Environmental Allowance	\$50,000.00
CM's Contingency	\$200,000.00
Commission's Contingency	\$522,000.00
C. Allowances and Contingencies TOTAL	<u>\$1,127,000.00</u>
TOTAL Cost of the Work (Pre-Construction, Cost of Construction + Allowances + CM Contingency + Commission's Contingency) (A+B+C)	<u>\$6,366,689.32</u>
4. Construction Manager's Fee (percentage of the total value of line 3)	<u>3.00%</u>
	<b><u>\$191,000.68</u></b>
The Guaranteed Maximum Project Cost Proposal will be the added values of Lines 1 + 2 + 3 + 4	<b><u>\$7,400,000</u></b>

<sup>1</sup> Unused portions of all contingencies and allowances will be returned to the Project's budget and ultimately, the User Agency (CPS)

