

THE  
**GLENBROOK**  
**HIGH SCHOOLS**

Northfield Township High School District 225  
1835 LANDWEHR ROAD  
GLENVIEW, ILLINOIS 60026-1241  
PHONE: (847) 486-4701

January 8, 2010

Mr. Peter Swan  
ES&B Attorneys at Law  
440 Central Avenue  
Highland Park, IL 60035

Re: Freedom of Information Request

Dear Mr. Swan,

I am responding to the request for information received January 5, 2010, pursuant to the Illinois Freedom of Information Act. Attached please find the documents/answers to requested items/questions including:

1. Copies of any and all contracts between the Public Entity and Subcontractor and/or General Contractor relating to this Project.
2. Copies of payment and performance bonds on this Project and whether they are in effect as to this Project.
3. Copies of any and all current billings submitted by Subcontractor or on its behalf by General Contractor, including waivers and contractor's affidavits submitted by Subcontractor on its behalf.
4. Is this job complete? If not, what portion is not complete? Please provide documentation indicating same.
5. When is the next payout due?

If you have further questions, please do not hesitate to contact me.

Sincerely,



Dr. Rosanne Williamson  
Secretary, Board of Education  
Northfield Township High School District 225

Copy: Members of the Board of Education  
Dr. Mike Riggle





Peter G. Swan  
peter@esb-law.com

Emalfarb,  
Swan & Bain

December 28, 2009

VIA U.S. MAIL

Northfield Township High School District 225  
4000 W. Lake St.  
Glenview, IL 60026  
Attn: Freedom of Information Officer

Re: Project at Glenbrook South High School Natatorium addition and renovation  
Our File No. 6539.0005

Dear Freedom of Information Officer:

Please be advised this firm represents Grayhawk Construction Company, Inc., a subcontractor for Vacala Construction on the above project. Under the Freedom of Information Act, please provide me with the following information for this project:

1. Copies of any and all contracts between the Public Entity and Subcontractor and/or General Contractor relating to this Project.
2. Copies of the payment and performance bonds on this Project and whether they are in effect as to this Project.
3. Copies of any and all current billings submitted by Subcontractor or on its behalf by General Contractor, including waivers and contractor's affidavits submitted by Subcontractor or on its behalf.
4. Is this job complete? If not, what portion is not complete? Please provide documentation indicating same.
5. When is the next payout due?

Thank you for your immediate attention and cooperation in this matter. If you have any questions, please contact the undersigned.

Sincerely,

EMALFARB, SWAN & BAIN

Peter Swan

440 Central Avenue  
Highland Park, IL 60035  
Phone: 847-432-6900  
Fax: 847-432-8950

PS/cv

F:\WP51\DOCS\GRAYHAWK\6539.0005\00037161.DOC



ES&B FOIA – 12/28/2009, Vacala construction/Grayhawk Construction

FOIA response:

- 1) See following pages.
- 2) See following pages.
- 3) See following pages. Copy of current billing submitted electronically using Textura system. Construction Manager waiting for supplier waivers from Vacala for processing. Current payment on hold until paperwork received and approved.
- 4) This job is complete.
- 5) Payment will be made when paperwork has been completed and approved.



 **AIA** Document B801™ CMA – 1992

**Standard Form of Agreement Between Owner and Construction Manager**  
*Where the Construction Manager is NOT a Constructor*

**AGREEMENT** made as of the Fifteenth day of February in the year of Two Thousand Seven  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name and address)*

Northfield Township High School District #225  
1835 Landwehr Road  
Glenview, IL 60026-1241

and the Construction Manager:  
*(Name and address)*

Henry Bros Construction Management Services, L.L.C.  
9821 South 78th Ave.  
Hickory Hills, IL 60457

for the following Project:  
*(Include detailed description of Project, location, address and scope.)*

Additions, Remodeling, Life Safety and Infrastructure Work at Glenbrook South High School

The Architect is:  
*(Name and address)*

Arcon Associates  
420 Eisenhower Lane North  
Lombard, IL 60148

The Owner and Construction Manager agree as set forth below.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with the 1992 editions of AIA Documents B141/CMA, A101/CMA and A201/CMA.

## **ARTICLE 1 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

### **§ 1.1 CONSTRUCTION MANAGER'S SERVICES**

**§ 1.1.1** The Construction Manager's services consist of those services performed by the Construction Manager, Construction Manager's employees and Construction Manager's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 14.

**§ 1.1.2** The Construction Manager's services shall be provided in conjunction with the services of an Architect as described in the edition of AIA Document B141/CMA, Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition, current as of the date of this Agreement.

**§ 1.1.3** The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.

**§ 1.1.4** The services covered by this Agreement are subject to the time limitations contained in Section 13.5.1.

## **ARTICLE 2 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES**

### **§ 2.1 DEFINITION**

**§ 2.1.1** The Construction Manager's Basic Services consist of those described in Sections 2.2 and 2.3 and any other services identified in Article 14 as part of Basic Services.

### **§ 2.2 PRE-CONSTRUCTION PHASE**

**§ 2.2.1** The Construction Manager shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

**§ 2.2.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

**§ 2.2.3** Based on early schematic designs and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of Construction Cost for program requirements using area, volume or similar conceptual estimating techniques. The Construction Manager shall provide cost evaluations of alternative materials and systems.

**§ 2.2.4** The Construction Manager shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Construction Manager shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

**§ 2.2.5** The Construction Manager shall prepare and periodically update a Project Schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the preliminary project schedule relating to the performance of the Architect's services. In the Project Schedule, the Construction Manager shall coordinate and integrate the Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

**§ 2.2.6** As the Architect progress with the preparation of the Schematic, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of Construction Cost of increasing detail and refinement. The estimated cost of each Contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.

**§ 2.2.7** The Construction Manager shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.



**§ 228** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

**§ 229** The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

**§ 2210** The Construction Manager shall advise on the division of the Project into individual Contracts for various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

**§ 2211** The Construction Manager shall prepare a Project construction schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner. The Construction Manager shall provide the current Project construction schedule for each set of bidding documents.

**§ 2212** The Construction Manager shall expedite and coordinate the ordering and delivery of materials requiring long lead time.

**§ 2213** The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

**§ 2214** The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

**§ 2215** The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.

**§ 2216** Following the Owner's approval of the Construction Documents, the Construction Manager shall update and submit the latest estimate of Construction Cost and the Project construction schedule for the Architect's review and the Owner's approval.

**§ 2217** The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

**§ 2218** The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct prebid conferences with prospective bidders. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

**§ 2219** The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

**§ 2220** The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

**§ 2221** The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

## **§ 2.3 CONSTRUCTION PHASE ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

**§ 2.3.1** The Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to all Contractors is due.

**§ 2.3.2** The Construction Manager shall provide administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

**§ 2.3.3** The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents.

**§ 2.3.4** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

**§ 2.3.5** Utilizing the Construction Schedules provided by the Contractors, the Construction Manager shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

**§ 2.3.6** Consistent with the various bidding documents, and utilizing information from the Contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.

**§ 2.3.7** The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

**§ 2.3.8** The Construction Manager shall monitor the approved estimate of Construction Cost. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

**§ 2.3.9** The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

**§ 2.3.10** The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

**§ 2.3.11** The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

**§ 2.3.11.1** Based on the Construction Manager's observations and evaluations of each Contractor's Application for Payment, the Construction Manager shall review and certify the amounts due the respective Contractors.

**§ 2.3.11.2** The Construction Manager shall prepare a Project Application for Payment based on the Contractors' Certificates for Payment.

**§ 2.3.11.3** The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations at the site as provided in Section 2.3.13 and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

**§ 2.3.11.4** The issuance of a Certificate for Payment shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 2.3.12** The Construction Manager shall review the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

**§ 2.3.13** The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contract Documents.

**§ 2.3.14** The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule.

**§ 2.3.15** With respect to each Contractor's own Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

**§ 2.3.16** The Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.

**§ 2.3.17** The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

**§ 2.3.18** The Construction Manager shall assist the Architect in the review, evaluation and documentation of Claims.

**§ 2.3.19** The Construction Manager shall receive certificates of insurance from the Contractors and forward them to the Owner with a copy to the Architect.

**§ 2.3.20** In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The

Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors.

**§ 2.3.21** The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and Architect including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion. The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

**§ 2.3.22** The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and upon completion of the Project shall deliver them to the Owner.

**§ 2.3.23** The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

**§ 2.3.24** With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.

**§ 2.3.25** When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

**§ 2.3.26** The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

**§ 2.3.27** The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

**§ 2.3.28** Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractors. Consent shall not be unreasonably withheld.

### **ARTICLE 3 ADDITIONAL SERVICES**

#### **§ 3.1 GENERAL**

**§ 3.1.1** The services described in this Article 3 are not included in Basic Services unless so identified in Article 14, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Optional Additional Services described under Section 3.3 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.2 are required due to circumstances beyond the Construction Manager's control, the Construction Manager shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.2 are not required, the Owner shall give prompt written notice to the Construction Manager. If the Owner indicates in

writing that all or part of such Contingent Additional Services are not required, the Construction Manager shall have no obligation to provide those services.

### **§ 3.2 CONTINGENT ADDITIONAL SERVICES**

**§ 3.2.1** Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity or the Owner's schedule.

**§ 3.2.2** Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

**§ 3.2.3** Providing services made necessary by the termination or default of the Architect or a Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the Owner or Contractor under a Contract for Construction.

**§ 3.2.4** Providing services in evaluating an extensive number of claims submitted by a Contractor or others in connection with the Work.

**§ 3.2.5** Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Construction Manager is party thereto.

### **§ 3.3 OPTIONAL ADDITIONAL SERVICES**

**§ 3.3.1** Providing services relative to future facilities, systems and equipment.

**§ 3.3.2** Providing services to investigate existing conditions or facilities or to provide measured drawings thereof.

**§ 3.3.3** Providing services to verify the accuracy of drawings or other information furnished by the Owner.

**§ 3.3.4** Providing services required for or in connection with the Owner's selection, procurement or installation of furniture, furnishings and related equipment.

**§ 3.3.5** Providing services for tenant improvements.

**§ 3.3.6** Providing any other services not otherwise included in this Agreement.

## **ARTICLE 4 OWNER'S RESPONSIBILITIES**

**§ 4.1** The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

**§ 4.2** The Owner shall establish and update an overall budget for the Project based on consultation with the Construction Manager and Architect, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

**§ 4.3** If requested by the Construction Manager, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

**§ 4.4** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the Construction Manager in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

**§ 4.5** The Owner shall retain an architect whose services, duties and responsibilities are described in the edition of AIA Document B141/Cma, Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition, current as of the date of this Agreement. The Terms and Conditions of the Agreement Between the Owner and Architect shall be furnished to the Construction Manager and shall not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld. The Construction Manager shall not be responsible for actions taken by the Architect.

**§ 4.6** The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

**§ 4.7** The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner.

**§ 4.8** The Owner shall furnish the Construction Manager with a sufficient quantity of Construction Documents.

**§ 4.9** The services, information and reports required by Sections 4.5 through 4.8 shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

**§ 4.10** Prompt written notice shall be given by the Owner to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

**§ 4.11** The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

**§ 4.12** Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Construction Manager's services and the progress of the Work.

## **ARTICLE 5 CONSTRUCTION COST**

### **§ 5.1 DEFINITION**

**§ 5.1.1** The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

**§ 5.1.2** The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractors' overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Except as provided in Section 5.1.3, Construction Cost shall also include the compensation of the Construction Manager and Construction Manager's consultants.

**§ 5.1.3** Construction Cost does not include the compensation of the Architect and Architect's consultants, costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4. If any portion of the Construction Manager's compensation is based upon a percentage of Construction Cost, then Construction Cost, for the purpose of determining such portion, shall not include the compensation of the Construction Manager or Construction Manager's consultants.

### **§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST**

**§ 5.2.1** Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Construction Manager represent the Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.



**§ 5.22** No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of alternate bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

**§ 5.23** If the Bidding or Negotiation Phase has not commenced within 90 days after submittal of the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

**§ 5.24** If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the sum of the lowest bona fide bids or negotiated proposals plus the Construction Manager's estimate of other elements of Construction Cost for the Project, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Section 9.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

**§ 5.25** If the Owner chooses to proceed under Section 5.2.4.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit, if established as a condition of this Agreement.

#### **ARTICLE 6 CONSTRUCTION SUPPORT ACTIVITIES**

**§ 6.1** Construction support activities, if provided by the Construction Manager, shall be governed by separate contractual agreements unless otherwise provided in Article 14.

**§ 6.2** Reimbursable expenses listed in Article 14 for construction support activities may be subject to trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment which shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

#### **ARTICLE 7 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

**§ 7.1** The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractors is described. The Construction Manager may retain one record set. The Construction Manager shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Construction Manager's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Project. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Construction Manager is granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of the Construction Manager's services under this Agreement.

All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

#### **ARTICLE 8 ARBITRATION**

**§ 8.1** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction

Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

**§ 8.2** Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

**§ 8.3** No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Construction Manager, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.4** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **ARTICLE 9 TERMINATION, SUSPENSION OR ABANDONMENT**

**§ 9.1** This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.2** If the Project is suspended by the Owner for more than 30 consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's services.

**§ 9.3** This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Construction Manager in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Construction Manager may terminate this Agreement by giving written notice.

**§ 9.4** Failure of the Owner to make payments to the Construction Manager in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

**§ 9.5** If the Owner fails to make payment when due the Construction Manager for services and expenses, the Construction Manager may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Construction Manager within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services.

**§ 9.6** In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

**§ 9.7** Termination Expenses are those costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** Unless otherwise provided, this Agreement shall be governed by the law of the place where the Project is located.



**§ 10.2** Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

**§ 10.3** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Project Certificate for Payment for acts or failures to act occurring after Substantial Completion.

**§ 10.4** Waivers of Subrogation. The Owner and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement. The Owner and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the Owner's own forces.

**§ 10.5** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Construction Manager shall assign this Agreement without the written consent of the other.

**§ 10.6** This Agreement represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

**§ 10.7** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

**§ 10.8** Unless otherwise provided in this Agreement, the Construction Manager and the Construction Manager's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

## **ARTICLE 11 INSURANCE**

### **§ 11.1 CONSTRUCTION MANAGER'S LIABILITY INSURANCE**

**§ 11.1.1** The Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Construction Manager from claims set forth below which may arise out of or result from the Construction Manager's operations under this Agreement and for which the Construction Manager may be legally liable.

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Construction Manager's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Construction Manager, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in Article 14 or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or

claims-made basis, shall be maintained without interruption from date of commencement of operations under this Agreement until date of final payment and termination of any coverage required to be maintained after final payment.

## **ARTICLE 12 PAYMENTS TO THE CONSTRUCTION MANAGER**

### **§ 12.1 DIRECT PERSONNEL EXPENSE**

**§ 12.1.1** Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

### **§ 12.2 REIMBURSABLE EXPENSES**

**§ 12.2.1** Reimbursable Expense are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and Construction Manager's employees and consultants in the interest of the Project, as identified in the following Clauses.

**§ 12.2.1.1** Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

**§ 12.2.1.2** Expense of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents.

**§ 12.2.1.3** If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

**§ 12.2.1.4** Expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Construction Manager.

### **§ 12.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

**§ 12.3.1** An initial payment as set forth in Section 13.1 is the minimum payment under this Agreement.

**§ 12.3.2** Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 13.2.1.

**§ 12.3.3** If and to the extent that the time initially established in Section 13.5.1 of this Agreement is exceeded or extended through no fault of the Construction Manager, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 13.3.1.

**§ 12.3.4** When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with Section 13.2.1, based on (1) the lowest bona fide bids or negotiated proposals, or (2) if no such bids or proposals are received, the latest approved estimate of such portions of the Project.

### **§ 12.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**

**§ 12.4.1** Payments on account of the Construction Manager's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Construction Manager's statement of services rendered or expenses incurred.

### **§ 12.5 PAYMENTS WITHHELD**

**§ 12.5.1** No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager has been found to be liable.

**§ 12.6 CONSTRUCTION MANAGER'S ACCOUNTING RECORDS**

**§ 12.6.1** Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**ARTICLE 13 BASIS OF COMPENSATION**

The Owner shall compensate the Construction Manager as follows:

**§ 13.1** AN INITIAL PAYMENT of Zero Dollars and Zero Cents ( \$ 0.00 ) shall be made upon execution of this Agreement and credited to the owner's account at final payment.

**§ 13.2 BASIC COMPENSATION**

**§ 13.2.1** FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 14 as part of Basic Services, Basic Compensation shall be computed as follows:

For Pre-Construction Phase Services:

*(Insert basis of compensation, including stipulated sums, multiples or percentages.)*

N/A

For Construction Phase Services:

*(Insert basis of compensation, including stipulated sums, multiples or percentages.)*

Twenty-three monthly installments of \$58,522.00 (see attached Exhibit A for list of General Conditions items included).

**§ 13.3 COMPENSATION FOR ADDITIONAL SERVICES**

**§ 13.3.1** FOR ADDITIONAL SERVICES OF THE CONSTRUCTION MANAGER, as described in Article 3, and any other services included in Article 14 as Additional Services, compensation shall be computed as follows: *(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)*

See attached Exhibit B for a list of hourly rates to be charged for additional services.

**§ 13.4 REIMBURSABLE EXPENSES**

**§ 13.4.1** FOR REIMBURSABLE EXPENSES, as described in Section 12.2, and any other items included in Article 14 as Reimbursable Expenses, a multiple of One ( 1.00 ) times the expenses incurred by the Construction Manager and the Construction Manager's employees and consultants in the interest of the Project.

**§ 13.5 ADDITIONAL PROVISIONS**

**§ 13.5.1** IF THE BASIC SERVICES covered by this Agreement have not been completed within twenty-five ( 25 ) months of the date hereof, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as provided in Sections 12.3.3 and 13.3.1.

**§ 13.5.2** Payments are due and payable Thirty ( 30 ) days from the date of the Construction Manager's invoice. Amounts unpaid ( \* ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of interest agreed upon.)*

\*In accordance with provisions of the current Illinois Prompt Payment Act.

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 13.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Construction Manager.

**ARTICLE 14 OTHER CONDITIONS OR SERVICES**

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)*

**§ 14.1 LIMITS ON INSURANCE**

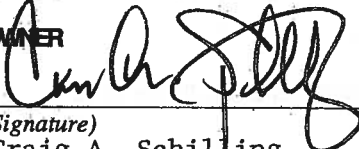
The insurance required by Article 11 shall be written for not less than the following limits, or greater if required by law: See attached Exhibit C, Certificate of Insurance

*(Insert the specific dollar amounts for the appropriate insurance limits of liability.)*

**Type of Insurance**

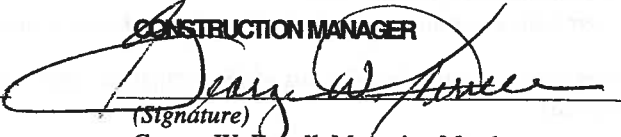
**Limit of liability (\$ 0.00)**  
\$0.00

This Agreement entered into as of the day and year first written above.

**OWNER**  


*(Signature)*  
Craig A. Schilling  
*(Printed name and title)*

Asst. Superintendent for Business Affairs

**CONSTRUCTION MANAGER**  


*(Signature)*  
George W. Ferrell, Managing Member  
*(Printed name and title)*

**SUPPLEMENTARY CONDITIONS TO STANDARD FORM  
OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER  
WHERE THE CONSTRUCTION MANAGER IS NOT A CONSTRUCTOR**

**General Statement**

The Supplementary Conditions contain modifications, deletions and additions to the AIA Standard Form of Agreement between Owner and Construction Manager where the Construction Manager is not a Constructor, AIA Document B801/CMa, 1992 Edition, entered into between the parties on or about this date. The Supplementary Conditions shall become a part of and have the same force and effect as the unmodified provisions of the AIA Standard Form of Agreement between Owner and Construction Manager entered into between the parties. Where any part of the aforementioned AIA Standard Form of Agreement is modified, deleted, added to or superseded by the Supplementary Conditions, the Supplementary Conditions shall control.

**ARTICLE 1 – CONSTRUCTION MANAGERS RESPONSIBILITIES**

- 1.1.2 Delete the clause “current as of the date of this Agreement” and replace it with 1992 edition.

**ARTICLE 2 – SCOPE OF CONSTRUCTION MANAGER’S BASIC SERVICES**

- 2.3.2 Delete the clause “current as of the date of this Agreement” and replace it with 1992 edition.
- 2.3.5 In the last sentence of this paragraph, after the word “shall”, insert the words promptly notify Owner and.
- 2.3.11.2 Add the following sentence to the end of this paragraph: The Construction Manager administratively shall obtain Contractor’s mechanics lien waivers and Contractor’s sworn statements listing subcontractors and materialmen before issuing payment certificates, and if such waivers and sworn statements cannot be obtained, then the Construction Manager’s certificate shall be conditional on the receipt of such waivers.
- 2.3.11.3 Beginning in the third line of this paragraph, delete the words, “to the best of the Construction Manager’s knowledge, information and belief,” and in its place insert the following: on the basis of the exercise of professional care and skill, the Construction Manager states that.
- 2.3.11.4 Delete the entire paragraph.

- 2.3.15 At the end of the second sentence of this paragraph, insert the following: unless such failure could have reasonably been discovered by the Construction Manager.
- 2.3.17 Add the following to the end of this paragraph: Any change order or series of change orders resulting in an increase in the contract sum of \$10,000.00 or more, or an increase in the contract time of 30 days or more, must be approved in writing by Owner in order to be binding upon Owner, and then only if the following criteria are satisfied: Owner determines that the circumstances requiring the change a) were not reasonably foreseeable at the time the contract was signed; b) are germane to the original contract as signed; and c) are in the best interest of the District and are authorized by law.
- 2.3.22 At the end of this paragraph, add the following: The Construction Manager shall ensure that the Contractor prepared and submits to the Owner at the completion of the project, for the benefit of the Owner, Architect and Construction Manager, a set of record drawings prepared by the Contractor which shall be a complete set of drawings marked so as to show all changes from the original contract requirements.
- 2.3.28 In the second to last line of this paragraph, insert the word and after the word "Owner" and after "Construction Manager,". Delete the following words from this paragraph: "Architect and Contractors. Consent shall not be unreasonably withheld."

### **ARTICLE 3 – ADDITIONAL SERVICES**

- 3.2.1 At the end of this paragraph, add the following: , provided such changes are not due to the errors or omissions of the Construction Manager.
- 3.2.3 In the third line of this paragraph after the words "deficiencies in the work of a Contractor", insert the following: provided such defects or deficiencies are not due to the errors or omissions of the Construction Manager.
- 3.2.4 Delete the entire paragraph.

### **ARTICLE 4 – OWNER'S RESPONSIBILITIES**

- 4.5 In the first line of this paragraph, change the word "shall" to the word may. Beginning in the seventh line of this paragraph, delete the following words: "and shall not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld."

- 4.6 At the beginning of this paragraph, add the following: If necessary.

#### **ARTICLE 5 – CONSTRUCTION COST**

- 5.2.1 In the fifth line of this paragraph, delete the words “person or entity” and insert the word professional in its place. At the end of the first sentence of this paragraph, add the following: in the Chicago metropolitan area.
- 5.2.3 In the third line of this paragraph after the word “Owner” insert the following: For reasons beyond the control of the Construction Manager. In the fourth line of this paragraph change the word “shall” to the word may. Also in the fourth line of this paragraph, insert the words by written approval by the Owner after the word “adjusted” and before the words “to reflect”.

#### **ARTICLE – ARBITRATION**

Delete Article 8 in its entirety, including paragraphs 8.1, 8.2, 8.3 and 8.4.

#### **ARTICLE 9 – TERMINATION, SUSPENSION OR ABANDONMENT**

- 9.2 Delete the last sentence of this paragraph and replace it with the following: When the project is resumed, the Construction Manager’s compensation may be equitably adjusted upon mutual agreement to provide for expenses incurred in the interruption and resumption of the Construction Manager’s services.
- 9.3 Modify the last sentence of this paragraph to read as follows: If the project is abandoned by the Owner for more than 90 consecutive days, the Construction Manager may terminate this Agreement by giving seven days’ written notice to the Owner.
- 9.6 Delete the following words from this paragraph: “and all termination expenses as defined in paragraph 9.7.”
- 9.7 Delete the entire paragraph and in its place insert the following: In addition to the Owner’s right of termination elsewhere under this Agreement, the Owner shall have the right to terminate this Agreement upon seven days’ written notice from the Owner to the Construction Manager should the Owner determine that the Agreement is not longer in the best interest of the School District. In such event, the Construction Manager shall be paid for his services the fee earned to the date of termination, including reimbursable expenses then due, and additional authorized services earned to the date of termination.





13.5.3 Delete the entire paragraph.

#### **ARTICLE 14 – OTHER CONDITIONS OR SERVICES**

14.1 Insert the following as the limits of insurance:

- a) Professional Liability Insurance - \$1,000,000.00.
- b) Comprehensive General Liability Insurance - \$1,000,000.00, covering personal injury, bodily injury and property damage.
- c) Comprehensive Auto Liability Insurance, including hired and non-owned vehicles - \$1,000,000.00, covering personal injury, bodily injury and property damage.
- d) Worker's Compensation Insurance – statutory maximum with employer's liability coverage of at least \$500,000.00.
- e) Umbrella Liability Policy - \$10,000,000.00.

Construction Manager shall ensure that the Owner is named as an additional insured under such policies and shall take such steps to provide that in such policies the amount of coverage, duration of coverage or termination of the policy shall not be effective against the Owner unless the Owner is given 30 days advance written notice of the same.

14.2 Add the following as new paragraph 14.2:

14.2 Construction Manager shall execute the following certificates and they shall become part of the contract documents: Certificate of Sexual Harassment Policy and Certificate of Drug-Free Workplace.

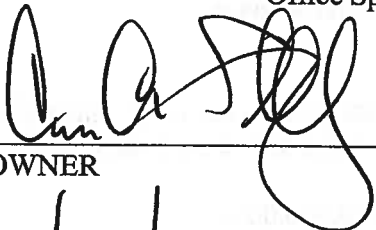
14.3

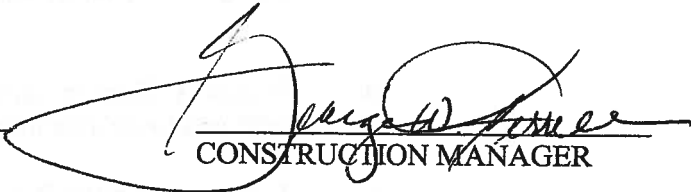
Construction Manager shall be compensated as follows:

1. Professional Fee 1.9% of the construction cost.
2. General Conditions: \$835,000 payable in 23 installments for period February 2007 – January 2009. \$36,304 per month.

General Conditions include:

Superintendent  
Project Manager  
Project Coordinator  
Project Engineer  
Administrative Support Staff  
MEP Consultation  
Safety Consultant  
Office Space

  
\_\_\_\_\_  
OWNER  
2/28/2007  
DATE

  
\_\_\_\_\_  
CONSTRUCTION MANAGER  
2-19-07  
DATE

**GLENBROOK SOUTH HIGH SCHOOL  
REVISED 01/25/07**

**Attachment "E"**

**Construction Manager  
Professional Services Fee Submission**

On your own letterhead, provide the following:

- A. Professional fee for Construction Management Services expressed as a percentage of the cost of construction. This percent shall not be applied to the architect fee or furnishings or equipment supplied by the Owner. The professional fee is only on work supervised by the Construction Manager.

\_\_\_\_\_ 1.9% \_\_\_\_\_ percentage of Construction Cost

- B. Maximum Cost of General Condition items expressed as a lump sum. This would be in addition to the professional fee noted in "A."

\_\_\_\_\_ \$835,000.00 \_\_\_\_\_ Maximum Cost

**General Conditions**

General conditions are primarily a function of time. We have delineated general conditions into; 1) those costs that are "fixed" as they are expenses directly incurred by HBCM as we manage on-site activities, 2) those costs that are typically included within the subcontractor's "trade" package or paid directly by the Owner, and 3) those items that cannot be defined without more information about the overall scope of the work.

List all the items in the following categories and assign Values:

Fixed General Conditions:

**Fixed General Conditions Expense by Henry Bros. Construction Management Services, L.L.C.:**

- A. Project Superintendents
- Full-time to be located in an office on-site throughout the duration of the project
- B. Project Manager
- Part-time to be located in the home office

## EXHIBIT A

- C. Project Coordinator
  - Part-time to be located in the home office
- D. Project Engineer
  - Part-time to be located in the home office
- E. Field Office, Furniture & Equipment
  - Includes phone, fax, copier, furniture, UPS, postage and office supplies.
- F. Safety Consultant (two visits per month)

Insurance (including Professional Liability) will be calculated at a rate of .0027 times the cost of construction once that cost has been determined.

### Reimbursable General Conditions:

#### Items within the Subcontractor's Contract or reimbursed by Owner:

- |    |  |                         |
|----|--|-------------------------|
| A. | Electrical hook up for temporary office, distribution and lighting | By Electrician          |
| B. | Utilities Consumed   | By Owner                |
| C. | Equipment for Temporary Ventilation                                | By HVAC Contractor      |
| D. | Water for Construction Purpose                                     | By Owner                |
| E. | Periodic Cleanup   | By Various Contractors  |
| F. | Final Cleanup  | By Owner                |
| G. | Layout Engineering   | By Various Contractors  |
| H. | Soil Borings/Testing   | By Owner                |
| I. | Permits  | By Owner                |
| J. | License Fees   | By Various Contractors  |
| K. | Rubbish Removal/Dumpsters  | By Owner                |
| L. | Portable Toilets   | By Owner                |
| M. | Temporary Partitions, Ramps, Barricades, etc.                      | By Carpentry Contractor |

- C. Are there any other costs (i.e. reimbursables outside of General Conditions) that you will be charging to the School District? If none, please also note.

#### Items excluded from General Conditions and to be reimbursed by Owner as additional expense if required or necessary.

- A. Professional progress photos.
- B. Drawing reproduction costs for bid and contract documents.
- C. Performance and Payment Bond.
- D. Construction fences.
- E. Security services.
- F. Excess facility charges.
- G. Builder's Risk insurance, including deductibles.
- H. Hazardous waste and asbestos removal.

**EXHIBIT "B"**

**NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT # 225**

Hourly rates for additional services:

Project Executive	\$130.00
Project Superintendent	\$75.00
General Superintendent	\$95.00
Project Manager	\$80.00
Project Coordinator	\$40.00
General Purpose Laborer	\$60.00





**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a Stipulated Sum -  
Construction Manager-Adviser Edition  
AIA Document A101/CMa -Electronic Format**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT 0401.

The 1992 Edition of AIA Document A201 /CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Copyright 1975, 1980, copyright 1992 by The American Institute of Architects, 1735 New York Avenue N. W. Washington D.C. 20006-5292. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

**AGREEMENT**

made as of the day 09/27/07  
September 27, 2007

BETWEEN the Owner:

*(Name and address)*

Northfield Township High School District 225  
1835 Landwehr Road  
Glenview, IL 60026

and the Contractor:

*(Name and address)*

Vacala Construction, Inc.  
180 Telser Road  
Lake Zurich, IL 60047

For the following Project:

*(Include detailed description of Project, location, address and scope.)*

Glenbrook South High School - 2007 Natatorium Additions and Remodeling  
Glenbrook South High School  
Glenview, IL 60026

The Construction Manager is:

*(Name and address)*

Henry Bros. Construction Management Services, Inc.  
3821 S. 78th Avenue  
Stickory Hills, IL 60457

The Architect is:

Arcon Associates

120 Eisenhower Lane North  
Waukegan, IL 60148

The Owner and Contractor agree as set forth below.

---

AIA DOCUMENT A101/CMa OWNER-CONTRACTOR AGREEMENT, CONSTRUCTION MANAGER-ADVISER EDITION -AIA -COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C 20006-5292.; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.  
Electronic Format A101/CMa-1992

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2  
THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

urnish and install all supervision, labor, materials, equipment, supplies, housekeeping, bonds and insurance to perform and fully complete all CONCRETE. The work and required coordination with other trades defined in Divisions 1 through 16 is part of this contract. The work is to be performed in strict accordance with the plans, specifications and addenda as prepared by Arcon Associates, Inc. and Scope of Work as prepared by Henry Bros. Construction Management Services. See Attachment "B" Scope of Work.

**ARTICLE 3  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Letter of Intent dated September 27, 2007

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

2 The Contractor shall achieve Substantial Completion of the entire Work not later than:

2007 Pool and Gym Additions February 6, 2009

Existing Gym and Pool Renovations February 6, 2009

Business Addition April 18, 2008

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

See Construction Progress Schedule - See Attachment "D"

Subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*



3.2.1 The Work to be performed under this Contract shall be commenced and subject to authorized adjustments, and shall be substantially completed no later than the date established in the Construction Manager's schedule; that the Contractor shall start the work upon letter of intent and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by the Construction Manager; the Contractor is cautioned that schedules and milestones are subject to review and revision and such revisions will be made available for the Contractor's information at the jobsite office of the Construction Manager. It is the sole responsibility of the Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions. In the event that the Contractor should fail to maintain the Construction Manager's schedule or the schedule as established in this contract, the Construction Manager reserves the right, after 24 hours formal notice, either by letter or fax to the Contractor, to procure the materials, equipment and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charges the cost thereof to the Contractor.

#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Million Two Hundred Thirteen Thousand Seven Hundred Sixty Three and 00/100 \$1,213,763.00; subject to additions and deductions as provided in the Contract Documents.

An allowance in the amount of **\$60,000** for the entire project is included in the contract sum above.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

N/A

Any Alternates not listed above; pricing is good for 90 days after bid.

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

4.3 Unit prices, if any, are as follows:

#### ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

See Payment Application Schedule

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the SEE PAYMENT APPLICATION SCHEDULE day of a month, the Owner shall make payment to the Contractor ~~not later than the~~ SEE PAYMENT APPLICATION SCHEDULE day of the SEE PAYMENT APPLICATION SCHEDULE month. If an Application for Payment received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Thirty days after the Construction Manager receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of TEN percent (10%). Pending final determination of cost to the Owner of change in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions;

Change orders may not be incorporated into the payment application until they are fully executed.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of TEN percent (10%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances :

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to NINETY FIVE (95 %) percent of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

*If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Five Percent (5%) at substantial completion

## ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

Final Payment, constituting the entire unpaid balance of the Contract Sum shall be paid to the Contractor when the work has been completed, the Contract fully performed, a final certificate for payment has been issued by the Architect and Construction Manager, all close-out documents submitted and approved by the Architect and Construction Manager, and a resolution of all outstanding backcharges.

1. The acceptance by the Contractor of the Architect's Final Certificate of Payment or Final Payment thereunder shall constitute a waiver of all claims against the Owner or arising out of this Agreement.

**ARTICLE 7  
MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest ~~from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

*(Insert rate of interest agreed upon, if any.)*

"In accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq."

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

7.4 Other Provisions:

*(Here list any special provisions affecting the Contract.)*

Submittals to include shop drawings, catalogues, samples, etc., will be provided by the Contractor within two (2) weeks of the award of the Contract or as specified by mutual agreement

**ARTICLE 8  
TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9  
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa, 1992 Construction Manager-Adviser Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMa, 1992 Construction Manager-Adviser Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated June 2004, and are as follows:

Document	Title	Pages
<u>See Attachment "A".</u>		

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Document	Title	Pages
<u>See Attachment "A".</u>		



**Attachment "A"**

**Contract Documents & Requirements  
For**

**Glenbrook South High School  
2007 Natatorium Additions and Remodeling  
4000 West Lake Avenue  
Glenview, IL 60026**

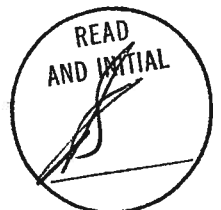
**HBCM Job #07-21507**

**1) Contract Documents:**

**A) Drawings: G0.1, C0.1, C0.2, C0.3, C1.1, C1.2, C1.3, C1.4, C1.5, C1.6, C1.7, C1.8, C1.9, C1.10, C1.11, C1.12, C1.13, C1.14, C2.1, C2.2, C2.3, C2.4, L1.1, L1.2, L1.3, A0.1, A0.2, A0.3, A0.4, A1.0, A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A2.1, A2.2, A2.3, A2.4, A3.1, A3.2, A3.3, A3.4, A3.5, A3.6, A3.7, A3.8, A3.9, A3.10, A3.11, A4.1, A4.2, A4.3, A5.1, A5.2, A5.3, A5.4, A5.5, A6.1, A6.2, A6.3, A6.4, A6.5, A6.6, A7.1, A7.2, A7.3, A8.1, A8.2, A9.1, A9.2, A9.3, A9.4, A9.5, PL1.00, PL1.10, PL1.11, PL1.12, PL2.00, PL3.00, PL4.00, PL4.01, PL4.10, S1.1, S1.2, S2.1, S3.1, S4.1, S4.2, S5.1, S5.2, M0.1, M0.2, M1.1, M1.2, M1.3, M1.4, M1.5, M1.6, M2.1, M4.1, M4.2, M4.3, M4.4, M5.1, M5.2, P0.1, P0.2, P0.3, P0.4, P1.1, P1.2, P1.3, P1.4, P1.5, P1.6, P1.7, P3.1, F0.1, F0.2, F1.1, F1.2, F1.3, F1.4, F1.5, F1.6, E0.1, E0.2, E0.3, E0.1, E0.2, E1.1, E1.2, E1.3, E1.4, E2.1, E2.2, E2.3, E2.4, E2.5, E2.6, E3.1, E3.2, R3.3, E3.4, E3.5, E3.6, E4.1, E4.2, E4.3, E4.4, E4.5, E4.6, E5.1, E5.2, E5.3, E5.4, E5.5, E5.6, E6.1, E6.2, E6.3 all dated July 20, 2007.**

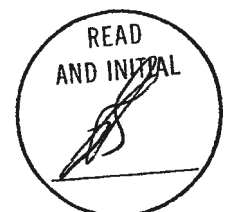
**B) Specifications: Project Manual dated July 20, 2007.**

**C) Addenda - #1 dated - August 2, 2007 - 10 pages  
Addenda - #2 dated - August 9, 2007 - 68 pages  
Addenda - #3 dated - August 14, 2007 - 2 pages  
Addenda - #4 dated - August 28, 2007 - 20 pages  
Addenda - #5 dated - August 30, 2007 - 1 page  
Addenda - #6 dated - September 7, 2007 - 13 pages  
Addenda - #7 dated - September 10, 2007 - 1 page**



**All above as prepared by:  
Arcon Associates, Inc.  
420 North Eisenhower Lane  
Lombard, IL 60148**

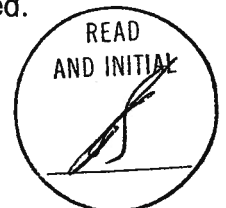
**D) Construction Management Instructions To Bidders and  
Scopes of Work as prepared by Henry Bros. Construction  
Management Services, LLC dated August 1, 2007.**



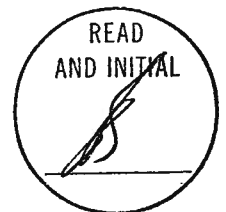
## Exhibit "B"

### Bid Package #1B – Concrete:

1. The specification sections that apply to this bid package are, but not necessarily limited to, all of Division 1, sections 02225, 02230, 02300, 02751, 03300, 05511, 07131, 07210, .
2. Include a **\$30,000 allowance** in your bid for use as directed by the Owner or Construction Manager. This allowance or any remaining portions of this allowance shall be returned to the Owner.
3. Provide price for any/all Alternates that apply to this Prime Contractor. See Alternate Descriptions in scopes and specifications manuals.
4. Furnish and install building concrete and ancillary work including but not limited to the following:
  - a. Foundation system footings including piers, walls, water stop and thickened slabs.
  - b. Slab on grade including placement and fine grading of granular stone base and vapor barrier.
  - c. Including all concrete stoops and stairs.
  - d. Elevated slabs and topping including stair pans and decks, shoring deck if required.
  - e. Provide and install floor expansion joints where shown.
  - f. Curbs and housekeeping pads for all mechanical/electrical equipment and walls.
  - g. Mud slabs as required.
  - h. All forming including footings and walls forms, slab edges and box outs, dovetail anchors, chamfers and ties. Rebar and/or dowels for tie ins to existing as shown.
  - i. Saw cutting, detail demolition, bushing and disposal as required to facilitate new construction to existing tie in, includes patching as required.
  - j. All shoring, bracing and monitoring of same.
  - k. All required reinforcing steel, dowels, chairs, fibers and welded wire fabric indicated in the contract documents including reinforcing required for splicing, cold joints and/or out of sequence pours.
  - l. Placement and securing of all embeds required by other trades.
  - m. Grouting required for structural steel anchor bolts and/or all other leveling required to conform to the specifications.
  - n. All drilling and installation of dowels including surface preparation required to tie in new into existing concrete.
  - o. Furnish and install rigid board insulation as shown and specified at foundation perimeter and under slabs as specified in section 07210.
  - p. Include all saw cuts, control joints and joint fillers in slabs as required.
  - q. Furnish and install sealer or curing compound as specified or required. This application shall be coordinated with floor finishes.

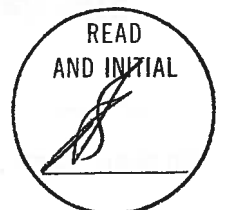


- r. Provide and install waterproofing complete to include preparation of substrate, layout, adhesive, flashing, protection boards and related accessories as required per contract documents.
  - s. Elevator pit is included.
5. Prime Contractor shall furnish and install crushed stone backfill and machine compact per the contract documents in all areas beneath concrete slabs, interior and exterior, and other areas indicated by the contract documents.
  6. All floors and walls are to be scraped and cleaned of splatters or spillage.
  7. Means and methods of placing and forming concrete, unless specified otherwise, shall be this Prime Contractor's responsibility.
  8. All plumbing, heating and electrical demolition shown will be performed by respective trades and not part of this bid package unless it is cast within and a part of the concrete to be demolished, i.e. conduit, piping, etc.
  9. Prime Contractor shall receive, unload, store, hoist and install all items embedded in concrete including but not limited to anchor bolts, base plates and other miscellaneous weldments. All embedded items are to be installed in accordance with the approved shop drawings, templates and/or contract documents. Any error in the installed location of the embeds caused by incorrect placement shall be corrected by this Prime Contractor at no additional cost.
  10. Coordinate all concrete pours with the Construction Manager's superintendent and other trades on the project so as not to adversely effect the construction schedule. Work must be performed in a timely manner to allow other work to proceed.
  11. Coordinate with the plumbing, electrical and site utilities contractors for placement of underground utilities or cast-in-place components. Coordinate, review and accept elevation of clean outs, drains, electrical boxes, etc. for proper finish with exposed concrete or floor finishes. Any corrective work will be the concrete contractor's responsibility in a manner acceptable to the Construction Manager.
  12. Demolition debris and dust must be cleaned up and disposed of on a daily basis.
  13. It is the intent to maintain production continuity, however, multiple mobilizations may be required. Return trips required for patching, leveling, repairs, fill ins or pours is the responsibility of this Prime Contractor at no additional cost to the Owner.
  14. Coordinate with all previous bid package drawings for tie ins or to avoid damaging and/or disturbing the existing or new construction.
  15. This Prime Contractor is to coordinate topping placement with waterproofing, mechanical, electrical and plumbing contractor installations.
  16. Prime Contractor shall protect concrete work in order to provide desired finish, avoid damages by weather and other trades or vandals and therefore agrees to monitor and maintain protection as required in this agreement.





17. Prime Contractor shall survey the levels of form work at walls, slabs and decks prior to and after the placement of concrete. It is understood that the contractor is responsible to compensate for the possible deflection of metal decks and will provide temporary shoring and re-shoring if required. Contractor agrees to provide floor leveling compound at no additional cost if minor deflection occurs.
18. Prime Contractor shall keep streets and alleys adjacent to sites clean and free of excavated materials, debris, rubbish, trash and obstructions of any kind caused by work enforced under this contract. Provide street sweeping machines where Village of Glenview requires same.



**Exhibit "C"**  
**Insurance Requirements**

The following are the insurance requirements for the above referenced project.

Additional Insureds:

Owner/  
Certificate Holder: Northfield Township High School District #225  
1835 Landwehr Road  
Glenview, IL 60026-1241

Architect: Arcon Associates  
420 Eisenhower Lane North  
Lombard, IL 60148

Construction Manager: Henry Bros. Construction Management Services, L.L.C.  
9821 S. 78<sup>th</sup> Ave.  
Hickory Hills, IL 60457

**All additional insureds must be listed on a primary and non-contributory basis.**

**The endorsement to the policy for the additional insureds must be submitted with the certificate of insurance. The endorsements must conform to ISO form CG 20 10 and CG 20 37, listing all required additional insureds, job name and address.**

**No contractor will be allowed on a HBC / HBCM jobsite without a current certificate of insurance that meets the contractual insurance requirements.**

Insurance required shall be written with a company having at least an "A" Rating as listed in A. M. Best Insurance Guide, latest edition.

**LIMITS OF LIABILITY AS STATED IN THE SPECIFICATIONS:**

- General Liability:
  - Minimum Limits
    - (a) Bodily Injury
      - (i) Each Occurrence \$1,000,000
      - (ii) Annual Aggregate \$2,000,000
    - (b) Property Damage
      - (i) Each Occurrence \$1,000,000
      - (ii) Annual Aggregate \$2,000,000
    - (c) Personal Injury Each Person Aggregate \$1,000,000

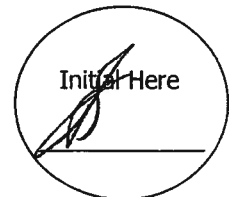
Completed Operations and Product Liability shall be maintained for two (2) years after final payment.

- Automobile Liability Insurance:
  - Minimum Limits
    - (a) Bodily Injury
      - (i) Each Occurrence \$1,000,000
      - (ii) Each Occurrence \$1,000,000
- Worker's Compensation
  - (i) Per Accident \$500,000
  - (ii) Disease, policy limit \$500,000
  - (iii) Disease, each employee \$500,000

***\*Waiver of Subrogation on Worker's Compensation required.***

- Umbrella/Excess Policy \$5,000,000

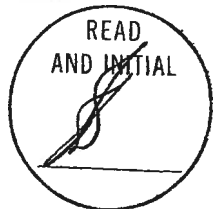
**\*This statement MUST appear on the certificate of insurance**



\_\_\_\_\_  
Company Name

## Glenbrook South High School

Month	Sub Billing Due in to Textura	Pencil Copy Review Mtg w/Architect	Comments Back to Contractor	Update Textura with Changes	Hard Copies Due to Architect	Executed Pay App Due To Owner
July 2007	06/19/07	06/21/07	06/22/07	06/25/07	06/29/07	07/06/07
July 2007	06/26/07	06/28/07	06/29/07	07/05/07	07/09/07	07/16/07
August 2007	07/17/07	07/19/07	07/20/07	07/26/07	07/30/07	08/06/07
September 2007	08/27/07	08/29/07	08/30/07	09/05/07	09/10/07	09/17/07
October 2007	09/24/07	09/26/07	09/27/07	10/03/07	10/08/07	10/15/07
November 2007	10/29/07	10/31/07	11/01/07	11/07/07	11/12/07	11/19/07
December 2007	11/12/07	11/14/07	11/15/07	11/21/07	11/26/07	12/03/07



**Attachment "E" – Billing Procedures**  
**Glenbrook South High School**

**TO ALL SUBCONTRACTORS:**

Henry Bros. has chosen **Textura** an automated payment processing service to facilitate invoicing on the **Glenbrook South High School – 2007 Natatorium Additions and Renovations**.

Using **Textura's** services gives you:

- Automatic generation of your AIA G702/703 and Lien Waiver documents
- Email notification as the draw progresses
- Immediate feedback if your invoice is questioned
- Notification when you will be paid
- Faster, direct electronic payments – you will not need to collect your checks!

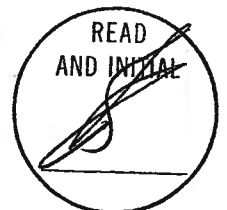
Other subcontractors using Textura's services say it has expedited payments, significantly eased their paperwork burden, eliminated rework, and reduced invoice processing to minutes per month. These benefits come at an average cost of \$25 per payment. Current users have told us this cost is far less than what they spend today on gas, tolls, parking, Fed Ex, wire transfer etc.

A group training meeting will be scheduled shortly at Henry Bros. Construction Management Services, LLC main office for subcontractors on the **Glenbrook South High School** project. Textura staff will explain how the draw process works, provide training and assist you with the entry of your invoices. Please be assured that you will be supported by a dedicated Textura Customer Support Team who will work with you every step of the way.

Your schedule of values must be approved before this meeting, please fax to Henry Bros. Construction Management Services, LLC as soon as possible. To learn more, please don't hesitate to look up Textura at [www.texturallc.com](http://www.texturallc.com) or call one of our Henry Bros. staff for more information.

Please be advised that the following procedures still apply. In order to meet the billing requirements for this project, we have prepared a description of the proper procedure to be used.

You will be provided with a billing schedule, which will list the dates that the pencil copy billing will be due to Textura as soon as the dates are determined. When preparing your Schedule of Values, please make sure to provide all information requested, including a complete schedule of values for labor and material for each section of work. In addition, all applications, which include off-site stored materials, must be accompanied by an approved stored materials log detailing the type of material, quantity, locations, etc., along with a certificate of insurance and bill of sale subject to Ownership/Architect approval. We must have your pencil billing in by the specified date in order to include your request to the Owner. If there are changes to your pencil billing, the changes will be e-mailed back to you for the appropriate changes.



**Attachment "E" – Billing Procedures**

**Glenbrook South High School – 2007 Natatorium Additions and Renovations**

Page 2 of 2

Please incorporate the following guidelines into your Schedule of Values (G703) subject to review/approval prior to submittal of your initial application for payment:

1. The value of mobilization (if used as a line item) cannot exceed 1% of the contract amount. Said line item cannot be billed until work is in place.
2. The value of engineering (if used as a line item) cannot exceed 2% of the contract amount. Said item cannot be billed until the submittals are approved by the Architect.
3. The Schedule of Values (G703) must include all items that are supplied to the jobsite that are worth \$3,000.00 or 10% of the value of the contract amount (whichever is lower).
4. The line items must include both a proper description and its sub-supplier and/or subcontractors name.
5. No payment will be made unless a proper certificate of insurance, approved Schedule of Values and a fully executed contract is received by this office.

Do not include any change orders in your pay requests unless you have a fully executed change order in your possession or if you have been instructed to do otherwise.

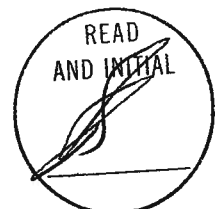
**WAIVER INSTRUCTIONS:**

Your waiver must be submitted along with your application for payment. If waivers are not submitted, subcontractor may be deleted from the pay request. Chicago Title and Trust Waivers (supported by appropriate second-tier waivers as applicable) are also required on a trailing waiver basis but must be submitted before your next payment will be released. The amounts on the trailing waivers must match your waiver submitted with your pay request. **For waiver purposes, the Owner is Northfield Township District #225 and you are employed by Henry Bros. Construction Management Services, LLC**

Waivers must be signed by the Owner, Partner, President or Vice President only. If the waiver is signed by someone other than an officer of the company, a letter of authority must be submitted designating him as an authorized representative.

The affidavit reduces the changes of any liens being filed by assuring us that second-tier subcontractors and major material suppliers are paid in a timely fashion. Four (4) original signed second tier waivers must be submitted to us to support your affidavit each 30 day period. Please state on your waiver if your firm is a manufacturer or fabricator of the goods supplied. We will expect compliance on this request prior to release of payment.

**PLEASE NOTE\* - TAX STATUS: This project is tax exempt. Tax exempt number is E9997-7125-05 for the Glenbrook South High School (See copy attached).**





# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.2082329

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):**

Vacala Construction, Inc.  
180 Tesler Road  
Lake Zurich, IL 60047

**OWNER (Name and Address):**

Northfield Township High School District #225  
1835 Landwehr Road  
Glenview, IL 60026-1241

**CONSTRUCTION CONTRACT**

Date: September 27, 2007

Amount: (\$ 1,213,763.00 ) One Million Two Hundred Thirteen Thousand Seven Hundred Sixty Three Dollars and 00/100

Description (Name and Location): Glenbrook South High School - 2007 Natatorium Addition and Remodeling, Glenview IL

**BOND**

Date (Not earlier than Construction Contract Date): September 28, 2007

Amount: (\$ 1,213,763.00 ) One Million Two Hundred Thirteen Thousand Seven Hundred Sixty Three Dollars and 00/100

Modifications to this Bond:

None

See Page 3

**CONTRACTOR AS PRINCIPAL**

Company:

Vacala Construction, Inc.

Signature:

Name and Title: Patrick Vacala  
President

(Corporate Seal)



**SURETY**

Company:

North American Specialty Insurance Company

Signature:

Name and Title: Esther C. Jimenez  
Attorney-in-Fact

(Corporate Seal)

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

**AGENT or BROKER:**

Weible & Cahill  
2300 Cabot Drive, Suite 100  
Lisle, IL 60532  
630-245-4600

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

Arcon  
420 N. Eisenhower Lane  
Lombard, IL 60148

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. 2082329

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):**

Vacala Construction, Inc.  
180 Tesler Road  
Lake Zurich, IL 60047

**OWNER (Name and Address):**

Northfield Township High School District #225  
1835 Landwehr Road  
Glenview, IL 60026-1241

**CONSTRUCTION CONTRACT**

Date: September 27, 2007

Amount: (\$1,213,763.00 ) One Million Two Hundred Thirteen Thousand Seven Hundred Sixty Three Dollars and 00/100

Description (Name and Location): Glenbrook South High School - 2007 Natatorium Addition and Remodeling, Glenview IL

**SURETY (Name and Principal Place of Business):**

North American Specialty Insurance Company  
650 Elm Street  
Manchester, NH 03101

**BOND**

Date (Not earlier than Construction Contract Date): September 28, 2007

Amount: (\$ 1,213,763.00 ) One Million Two Hundred Thirteen Thousand Seven Hundred Sixty Three Dollars and 00/100

Modifications to this Bond:

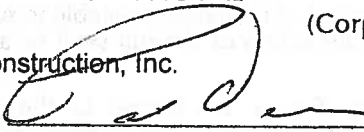
None

See Page 6

**CONTRACTOR AS PRINCIPAL**

Company:

Vacala Construction, Inc.

Signature: 

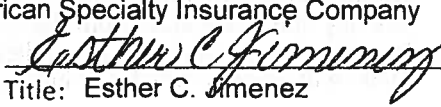
Name and Title: Patrick Vacala  
President

(Any additional signatures appear on page 6)

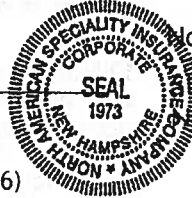
**SURETY**

Company:

North American Specialty Insurance Company

Signature: 

Name and Title: Esther C. Jimenez  
Attorney-in-Fact



(FOR INFORMATION ONLY—Name, Address and Telephone)

**AGENT or BROKER:**

Weible & Cahill  
2300 Cabot Drive, Suite 100  
Lisle, IL 60532  
630-245-4600

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

Arcon  
420 N. Eisenhower Lane  
Lombard, IL 60148

- 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

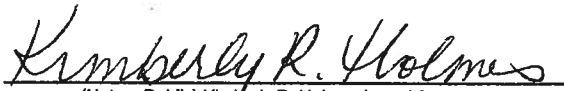
SS:

COUNTY OF DUPAGE

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

On this 28<sup>th</sup> day of September in the year 2007 before me, Kimberly R. Holmes, a Notary Public in and for said County and state, residing therein, duly commissioned and sworn, personally appeared Esther C. Jimenez, known to me to be the duly authorized Attorney-in-Fact of the North American Specialty Insurance Company and the same person whose name is subscribed in the foregoing instrument as Attorney-in-Fact of the said Company and she duly acknowledged to me that she signed and sealed the said instrument for the North American Specialty Insurance Company thereto as Surety.

IN WITNESS WHEREOF, I have hereunto set my official seal the day and year in this certificate first above written.



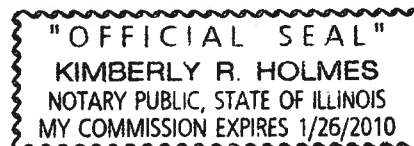
(Notary Public) Kimberly R. Holmes in and for

Will County

State of Illinois

My Commission expires: January 26, 2010

(Seal)



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint: Esther C. Jimenez

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Vacala Construction, Inc. Bond Number: 2082329
Obligee: Northfield Township High School District #225 Bond Amount: See Bond Form
Bond Description: Glenbrook South High School - 2007 Natatorium Addition and Remodeling, Glenview IL

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of: TWENTY-FIVE MILLION (\$25,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

'RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.'



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15th day of March 20 07.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Du Page

On this 15th day of March 20 07, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Susan Ansel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of September, 2007.

[Signature] James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company





# AIA<sup>®</sup> Document G702/Cma<sup>™</sup> - 1992

## Application and Certificate for Payment

**TO:** Henry Bros. Construction Mgmt. Svs. LLC  
9821 S 78th Ave  
Hickory Hills, Illinois 60457

**FROM:** Vacala Construction, Inc.  
180 Telser Road  
Lake Zurich, Illinois 60047

**PROJECT:** GBS Nalatorium  
4000 W. Lake Avenue  
Glenview, Illinois 60025-1200, Cook County

**VIA ARCHITECT:** ARCON Associates, Inc.  
420 Eisenhower Lane, north  
Lombard, Illinois 60148

**APPLICATION NO:** 22  
**PERIOD TO:** 10/15/09  
**CONTRACT FOR:** 0721510VACAL - Cast in Place Concrete  
**CONTRACT DATE:** 09/27/07  
**PROJECT NOS:** 0721510

**Distribution to:** OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 1,213,763.00
2. Net change by Change Orders ..... \$ (10,343.00)
3. CONTRACT SUM TO DATE (Line 1+2) ..... \$ 1,203,420.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) ..... \$ 1,203,420.00

#### 5. RETAINAGE:

- a. 0.0% of Completed Work  
(Column D + E on G703) \$ 0.00
- b. 0.0% of Stored Material  
(Column F on G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Lines 5a + 5b or Total in Column I of G703) ..... \$ 1,203,420.00  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 1,174,708.30  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 28,711.70

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$51,066.00	\$(51,066.00)
Total approved this Month	\$0.00	\$(10,343.00)
<b>TOTALS</b>	<b>\$51,066.00</b>	<b>\$(61,409.00)</b>
<b>NET CHANGES by Change Order</b>		<b>\$ (10,343.00)</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Vacala Construction, Inc.

By: Ross Bennett Date: September 30, 2009  
State of: Illinois County of: Lake

Subscribed and sworn to before me this September 30, 2009

Notary Public: Lisa Kind  
My Commission expires: 09/29/09, #635515  
State of Illinois, County of Lake

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 28,711.70  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

#### CONSTRUCTION MANAGER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

ARCHITECT: ARCON Associates, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702<sup>™</sup> - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



# AIA® Document G703™ - 1992

## Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 22  
 APPLICATION DATE: 09/30/09  
 PERIOD TO: 10/15/09  
 ARCHITECT'S PROJECT NO: 0721510

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
03-001	Bldg. "L" - Footings - Labor	10,892.00	10,892.00	0.00	0.00	0.00	10,892.00	100.0%	0.00	0.00
03-002	Bldg. "L" - Footings - Material	7,270.00	7,270.00	0.00	0.00	0.00	7,270.00	100.0%	0.00	0.00
03-003	Bldg. "L" - Foundation - Labor	32,205.00	32,205.00	0.00	0.00	0.00	32,205.00	100.0%	0.00	0.00
03-004	Bldg. "L" - Foundation - Material	12,353.00	12,353.00	0.00	0.00	0.00	12,353.00	100.0%	0.00	0.00
03-005	Bldg. "L" - Flatwork - Labor	25,128.00	25,128.00	0.00	0.00	0.00	25,128.00	100.0%	0.00	0.00
03-006	Bldg. "L" - Flatwork - Material	16,834.00	16,834.00	0.00	0.00	0.00	16,834.00	100.0%	0.00	0.00
03-007	Bldg. "L" - Sitework - Labor	2,376.00	2,376.00	0.00	0.00	0.00	2,376.00	100.0%	0.00	0.00
03-008	Bldg. "L" - Sitework - Material	1,584.00	1,584.00	0.00	0.00	0.00	1,584.00	100.0%	0.00	0.00
03-009	Bldg. "L" - Sidewalk - Labor	7,617.00	7,617.00	0.00	0.00	0.00	7,617.00	100.0%	0.00	0.00
03-010	Bldg. "L" - Sidewalk - Material	5,078.00	5,078.00	0.00	0.00	0.00	5,078.00	100.0%	0.00	0.00
03-015	Bldg. "L" - Reinforced Steel	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.0%	0.00	0.00
03-020	Bldg. "J" - Footings - Labor	61,809.00	61,809.00	0.00	0.00	0.00	61,809.00	100.0%	0.00	0.00
03-021	Bldg. "J" - Footings - Material	32,619.00	32,619.00	0.00	0.00	0.00	32,619.00	100.0%	0.00	0.00
03-022	Bldg. "J" - Foundation - Labor	257,912.00	257,912.00	0.00	0.00	0.00	257,912.00	100.0%	0.00	0.00

AIA Document G703™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



# AIA® Document G703™ - 1992

## Continuation Sheet (page 3)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 22

APPLICATION DATE: 09/30/09

PERIOD TO: 10/15/09

ARCHITECT'S PROJECT NO: 0721510

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED PRESENTLY (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
03-023	Bldg. "J" - Foundation - Material	82,257.00	82,257.00	0.00	0.00	0.00	82,257.00	0.00	0.00
03-024	Bldg. "J" - Flatwork - Labor	114,437.00	114,437.00	0.00	0.00	0.00	114,437.00	0.00	0.00
03-025	Bldg. "J" - Flatwork - Material	77,303.00	77,303.00	0.00	0.00	0.00	77,303.00	0.00	0.00
03-026	Bldg. "J" - Structural Slab - Labor	207,217.00	207,217.00	0.00	0.00	0.00	207,217.00	0.00	0.00
03-027	Bldg. "J" - Structural Slab - Material	70,231.00	70,231.00	0.00	0.00	0.00	70,231.00	0.00	0.00
03-028	Bldg. "J" - Topping - Labor	11,749.00	11,749.00	0.00	0.00	0.00	11,749.00	0.00	0.00
03-029	Bldg. "J" - Topping - Material	10,096.00	10,096.00	0.00	0.00	0.00	10,096.00	0.00	0.00
03-030	Bldg. "J" - Stework - Labor	9,544.00	9,544.00	0.00	0.00	0.00	9,544.00	0.00	0.00
03-031	Bldg. "J" - Stework - Material	6,362.00	6,362.00	0.00	0.00	0.00	6,362.00	0.00	0.00
03-032	Bldg. "J" - Sidewalk - Labor	16,122.00	16,122.00	0.00	0.00	0.00	16,122.00	0.00	0.00
03-033	Bldg. "J" - Sidewalk - Material	10,748.00	10,748.00	0.00	0.00	0.00	10,748.00	0.00	0.00
03-035	Bldg. "J" - Reinforced Steel	48,000.00	48,000.00	0.00	0.00	0.00	48,000.00	0.00	0.00
03-040	Bond & Insurance	13,520.00	13,520.00	0.00	0.00	0.00	13,520.00	0.00	0.00
03-045	General Allowance	8,934.00	0.00	0.00	0.00	0.00	0.00	8,934.00	0.00

AIA Document G703™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet (page 4)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 22  
APPLICATION DATE: 09/30/09  
PERIOD TO: 10/15/09  
ARCHITECT'S PROJECT NO: 0721510

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
03-045	General Allowance	(8,934.00)	0.00	0.00	0.00	0.00	0.00	(8,934.00)	0.00
03-046	Change Order #1 COR 5, 19, 60, 84, 85	16,341.00	16,341.00	0.00	0.00	0.00	16,341.00	0.00	0.00
03-047	Change Order #2 86,120,121	21,064.00	21,064.00	0.00	0.00	0.00	21,064.00	0.00	0.00
03-048	Change Order #3 61,80,83	13,661.00	13,661.00	0.00	0.00	0.00	13,661.00	0.00	0.00
03-049	Change Order #4 COR 219, 233	(1,409.00)	0.00	(1,409.00)	(1,409.00)	0.00	(1,409.00)	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$1,203,420.00</b>	<b>\$1,204,829.00</b>		<b>\$(1,409.00)</b>	<b>\$0.00</b>	<b>\$1,203,420.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

AIA Document G703<sup>™</sup> - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.





## FINAL WAIVER OF LIEN

STATE OF ILLINOIS )  
 COUNTY OF Cook ) SS.

**TO WHOM IT MAY CONCERN:**

WHEREAS the undersigned has been employed by Henry Bros. Construction Mgmt. Svs. LLC  
 to furnish 0721510VACAL - Cast In Place Concrete  
 for the premises known as GBS Natatorium, 4000 W. Lake Avenue, Glenview, Illinois 60025-1200  
 of which Glenbrook HSD 225 is the owner.

THE undersigned, for and in consideration of Twenty eight thousand seven hundred eleven and 70/100 Dollars (\$28,711.70) , and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at anytime hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATED: 30th day of September, 2009

SIGNATURE: *Ross Bennett*

Ross Bennett, Project Manager

COMPANY: Vacala Construction, Inc.

ADDRESS: 180 Telser Road, Lake Zurich, Illinois 60047

\* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

### CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS )  
 COUNTY OF Cook ) SS.

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED, Ross Bennett BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Project Manager, OF Vacala Construction, Inc. WHO IS THE CONTRACTOR FURNISHING 0721510VACAL - Cast in Place Concrete WORK ON THE BUILDING LOCATED AT 4000 W. Lake Avenue, Glenview, Illinois 60025-1200 OWNED BY Glenbrook HSD 225,

That the total amount of the contract including extras is \$1,203,420.00 on which he has received partial payment of \$1,174,708.30 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
See attached		1,203,420.00	1,174,708.30	28,711.70	0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		1,203,420.00	1,174,708.30	28,711.70	0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 30th day of September, 2009

Signature: *Ross Bennett*

Subscribed and sworn to before me  
 this September 30, 2009

*Lisa Kind*

My commission expires: **09/29/09**  
 State of Illinois, County of Lake, #635515



NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Vacala Construction, Inc.	Cast In Place Concrete	680,411.52	676,606.64	3,804.88	0.00
Weible & Cahill	Bonds	13,410.00	13,410.00	0.00	0.00
VCNA Prairie, Inc./Prairie Material Sales	Redmix Concrete Supplier	194,219.54	181,399.12	12,820.42	0.00
T.A. Bowman Constructors	Structural Steel	4,750.00	4,750.00	0.00	0.00
Symons Corporation	Concrete Supplies	13,063.40	13,063.40	0.00	0.00
Shee's Iron Works, Inc.	Iron Workers	2,125.00	2,125.00	0.00	0.00
Reliable Concrete Pumping Company	Concrete Pumping	12,499.99	7,947.09	4,492.90	0.00
RKD Construction Supply	Concrete Supplies	12,669.50	12,669.50	0.00	0.00
McCann Industries, Inc.	Concrete Supplies	33,941.11	33,941.11	0.00	0.00
Mayo Steel Erectors	Iron Workers	24,977.88	24,977.88	0.00	0.00
Litgen Concrete Cutlers	Concrete Supplies	4,440.00	4,440.00	0.00	0.00
Lance Construction Supplies	Concrete Supplies	10,741.69	10,741.69	0.00	0.00
Lake Park Cement, Inc.	Curb & Gutter	14,264.00	14,264.00	0.00	0.00
Impressive Construction, Inc.	Curb, Gutter & Sidewalk	28,080.00	28,080.00	0.00	0.00
Grayhawk Construction, Inc.	Concrete Pumping	83,858.38	76,264.88	7,593.50	0.00
Gerdau Ameristeel	Rebar Supplier	37,882.79	37,882.79	0.00	0.00
Dietzer Corporation/Vegter	Demolition	965.00	965.00	0.00	0.00
Burris Equipment Co.	Concrete Suppliers	5,538.45	5,538.45	0.00	0.00
Bracing Systems, Inc.	Concrete Supplies	1,248.96	1,248.96	0.00	0.00
Blue Steel Erectors, Inc.	Iron Workers	10,513.50	10,513.50	0.00	0.00
Anderson Concrete Pumping	Concrete Pumping	13,679.49	13,679.49	0.00	0.00
<b>Total labor and material to complete</b>		<b>1,203,420.00</b>	<b>1,174,708.30</b>	<b>28,711.70</b>	<b>0.00</b>

