Guaranteed Maximum Price Amendment

This Amendment dated the 17th day of November in the year 2025, is incorporated into the accompanying AIA Document A133TM_2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 30th day of April in the year 2025 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Erickson Elementary School Additions & Renovations

THE OWNER:

(Name, legal status, and address)

Board of Education of Bloomingdale School District 13 164 Euclid Avenue Bloomingdale, IL 60108

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Bulley & Andrews, LLC 1755 West Armitage Avenue Chicago, Illinois 60622

TABLE OF ARTICLES

- **A.1 GUARANTEED MAXIMUM PRICE**
- **A.2** DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 **GUARANTEED MAXIMUM PRICE**

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eight Million, Two Hundred Fifty Two Thousand, Three Hundred Two Dollars and No

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.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Cents (\$\$8,252,302.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Attached Exhibit A.2 – CM GMP Proposal

- § A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.
- § A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Removal & Disposal of Unsuitable Material,	CY	\$140.00
Backfill w/CA-6		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

ı	[]	Ι Т	he d	ate of	execu	tion o	f this	Amendment.
ı			IIC U	aic Oi	CACCU	uon o	1 uns 1	Amendment.

[X] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

December 22nd, 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

Init.

User Notes:

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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(811890794)

	[]	Not later than () calendar days	from the date of comme	encement of the Work.			
	[X] By the following date: August 28 th , 2025							
		orior to Substantial	Completion of the		tract Documents, if portions of the Work are struction Manager shall achieve Substantial			
	Portion o Refer to	of Work Exhibit A.3 – Pro	ject Schedule	Substantial Completion N/A	Date			
§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquid damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.								
		anteed Maximum		NDMENT IS BASED et Time set forth in this	Amendment are based on the Contract			
	§ A.3.1.1 The follo	owing Supplement	ary and other Con	ditions of the Contract:				
	Documen	nt	Title	Date	Pages			
	§ A.3.1.2 The following (Either list the Sp			ibit attached to this Am	endment.)			
	Refer to Exhibit	A.1 – GMP Drawi	ngs & Specificat	ions				
	Section		Title	Date	Pages			
	§ A.3.1.3 The following (Either list the Dr		efer to an exhibit	attached to this Amendr	nent.)			
1	Refer to Exhibit	A.1 – GMP Draw	ings & Specificat	tions				
	Number			Title	Date			
	comprise the Sust Sustainability Pla implementation st and responsibiliti or metrics to verij	ntified a Sustainab tainability Plan by in identifies and de trategies selected i es associated with fy achievement of	le Objective in the title, date and nurseribes the Sustato achieve the Susachieving the Susachieving the Susach Sustainable	umber of pages, and incl vinable Objective; the ta stainable Measures; the stainable Measures; the Measure; and the Susta	ntify the document or documents that ude other identifying information. The rgeted Sustainable Measures; Owner's and Construction Manager's roles specific details about design reviews, testing inability Documentation required for the			
	Project, as those	terms are defined	in Exhibit C to th	_				
]	Title N/A			Date	Pages			
	Other identifying	information:						
	§ A.3.1.5 Allowar (Identify each allo		ed in the Guaran	teed Maximum Price:				
Init.	Architects," "AIA," the A 11/12/2025 under Orde	AIA Logo, and "AIA Cont er No.20250103887 which	ract Documents" are tr ch expires on 03/29/20	ademarks of The American Inst	. "The American Institute of Architects," "American Institute itute of Architects. This document was produced at 09:31:3 for one-time use only, and may only be used in accordance contracts.com. (811890794	6 on with		

	Item	Price
	Refer to Exhibit A.2 – CM GMP Proposal	
	§ A.3.1.6 Assumptions and clarifications, if any (Identify each assumption and clarification.)	y, upon which the Guaranteed Maximum Price is based:
	N/A	
	_	ased upon the following other documents and information: , or refer to an exhibit attached to this Amendment.)
1	Refer to Exhibit A.1 – GMP Drawings & Spec	cifications
	SUPPLIERS	the consultants, contractors, design professionals, and suppliers, identified rmation.)
	Refer to Exhibit A.2 – CM GMP Proposal	
	This Amendment to the Agreement entered int	to as of the day and year first written above.
	OWNER (Signature)	CONSTRUCTION MANAGER (Signature)
	(Printed name and title)	(Printed name and title)

Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:31:36 on 11/12/2025.

PAGE 1

This Amendment dated the 17th day of November in the year 2025, is incorporated into the accompanying AIA Document A133TM—2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 30th day of April in the year 2025 (the "Agreement")

•••

Erickson Elementary School Additions & Renovations

Board of Education of Bloomingdale School District 13 164 Euclid Avenue Bloomingdale, IL 60108

٠.,

(Name, legal status, and address)

Bulley & Andrews, LLC 1755 West Armitage Avenue Chicago, Illinois 60622

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed <u>Eight Million, Two Hundred Fifty Two Thousand, Three Hundred Two Dollars and No Cents</u> (\$ \$8,252,302.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

See Attached Exhibit A.2 – CM GMP Proposal

...

<u>N/A</u>

N/A

<u>N/A</u>

N/A

...

\$140.00

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User Notes:

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:31:36 on $11/12/2025$ under Order No. 20250103887 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133 TM – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.
(Signed)
(Title)
(Dated)



Bloomingdale School District 13 Erickson Elementary School Additions & Renovations Exhibit A.1 – GMP Drawings & Specifications

Bid Group A

- DLA Issued for Bid Drawings dated 07/31/2025
- DLA Issued for Bid Specifications dated 07/31/2025
- TEM Environmental Asbestos Inspection Reports dated 08/06/2025
- TEM Environmental Asbestos Abatement Technical Specifications Dated 08/05/2025
- TEM Environmental Asbestos Abatement Phasing Plans dated 08/05/2025
- Preliminary Project Schedule dated 08/27/2025
- Preliminary Site Logistics & Interior Phasing Plans dated 08/27/2025
- Existing Conditions Information Virtual Walkthroughs provided by B&A dated 08/05/2025
- Scopes of Work Summary dated 8/27/2025 Issued for Reference & Supplementary Information to be used for equivalent bid preparation
- Subcontract Agreement Issued for Reference & Supplementary Information to be used for equivalent bid preparation
- Insurance Requirements Issued for Reference & Supplementary Information to be used for equivalent bid preparation
- AIA A201-2017 General Conditions of Contract for Construction
- DLA Addendum #1 dated 8/15/2025
- DLA Addendum #1 dated 8/22/2025
- DLA Addendum #3 dated 8/27/2025

Bid Group B

- DLA Issued For Construction Drawings, Erickson Elementary School dated 10/14/2025
- DLA Issued For Bid Specifications dated 07/31/2025
- DLA Addendum #1 Dated 10/16/2025
- Scopes of Work Summary dated 10/20/2025 Issued for Reference & Supplementary Information to be used for equivalent bid preparation

Bloomingdale School District 13

Erickson Elementary School

Additions and Renovations

Exhibit A.2

CM GMP Proposal 11/17/2025

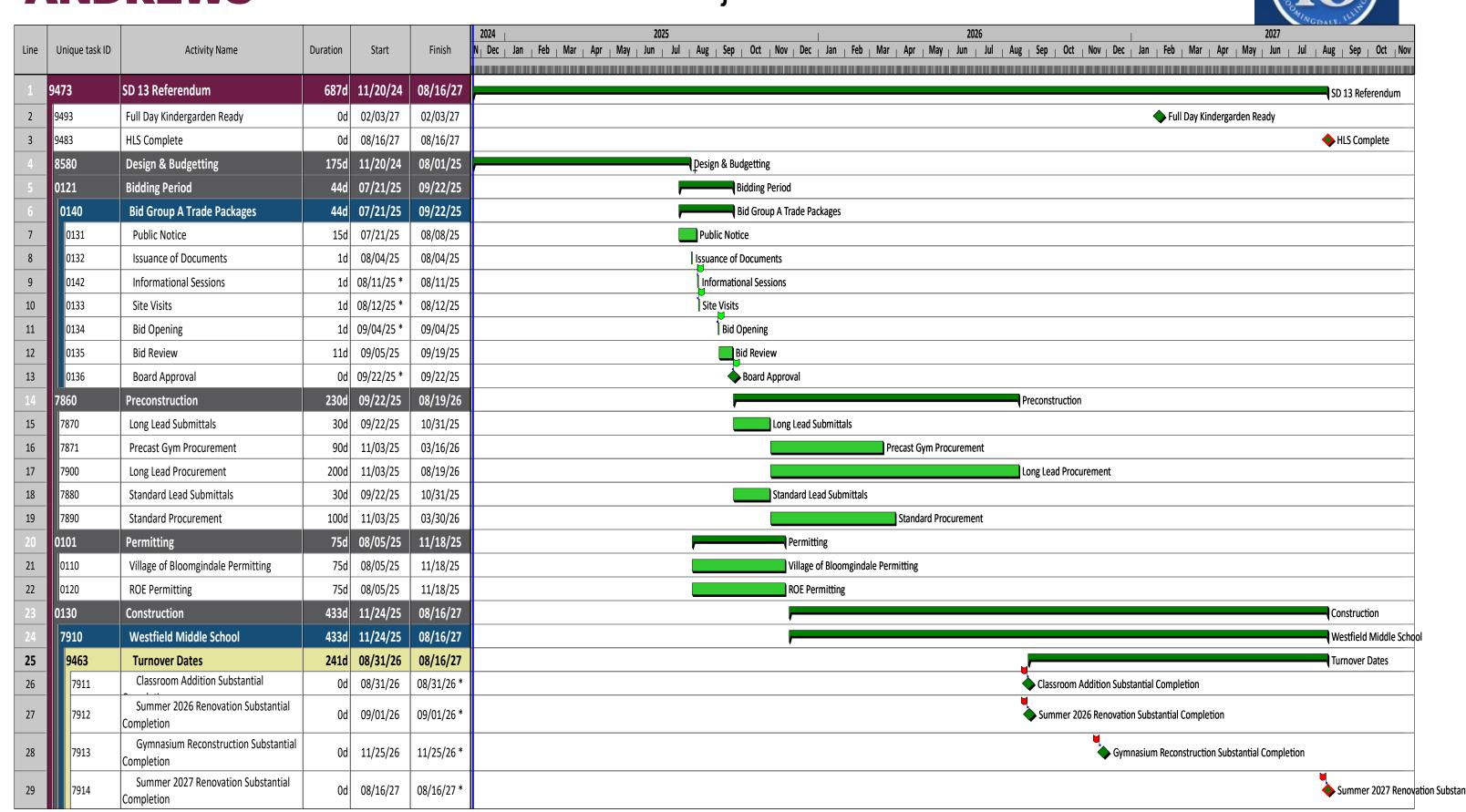
Package	Description	Bidder	Bid Result
1	Site Demo & Earthwork	Berger	\$327,000
2	Site Utilities	Berger	\$197,000
3	Asphalt	Abbey	\$91,150
4	Landscaping	K&D Landscape	\$106,000
5	Demolition & Abatement	Rezzar	\$177,300
6	Concrete & Damproofing	Elliot	\$331,665
7	Structural Steel & Misc Metals	TA Bowman	\$167,000
8	Precast Concrete	N/A	\$0
9	Masonry & AVB	A-One	\$465,000
10	Glazing	3F	\$204,000
11	Roofing	Elens & Maichin	\$168,280
12	Metal Panels	Wiesbrook	\$30,223
13	Mechanical	Helm	\$1,997,000
14	Electrical	Arc1	\$749,000
15	Plumbing	Terry Plumbing	\$154,400
16	Fire Suppression	Chicago Fire	\$136,000
	Drywall & CFMF	OPC	\$50,320
18	Millwork	Hargrave	\$83,250
19	ACT & AWB	Integrated Specialties	\$103,542
20	Flooring	Diverzify	\$373,813
21	Ceramic Tile & Stone	ABM	\$7,320
22	Paint	Oosterbaan	\$43,700
23	General Trades	LJ Morse	\$298,000
	Sub-Total (Trade Cost)		\$6,260,963
	General Conditions		\$582,034
	General Requirements		\$627,137
	GR Allowances	Overtime	\$50,000
		Winter Conditions	\$50,000
		Utility Locating	\$10,000
	CM Contingency - 3.5%	3.5%	\$265,305
	Fee - 2.2%	2.2%	\$172,600
	SDI - 1.2%	1.2%	\$78,315
	Insurance - 1.1%	1.1%	\$89,060
	P&P Bond	0.6%	\$51,889
	Precon Fee		\$15,000
	Total Project + CM Fees		\$8,252,302



Task

Mileston

Bloomingdale SD 13 Exhibit A.3 Project Schedule

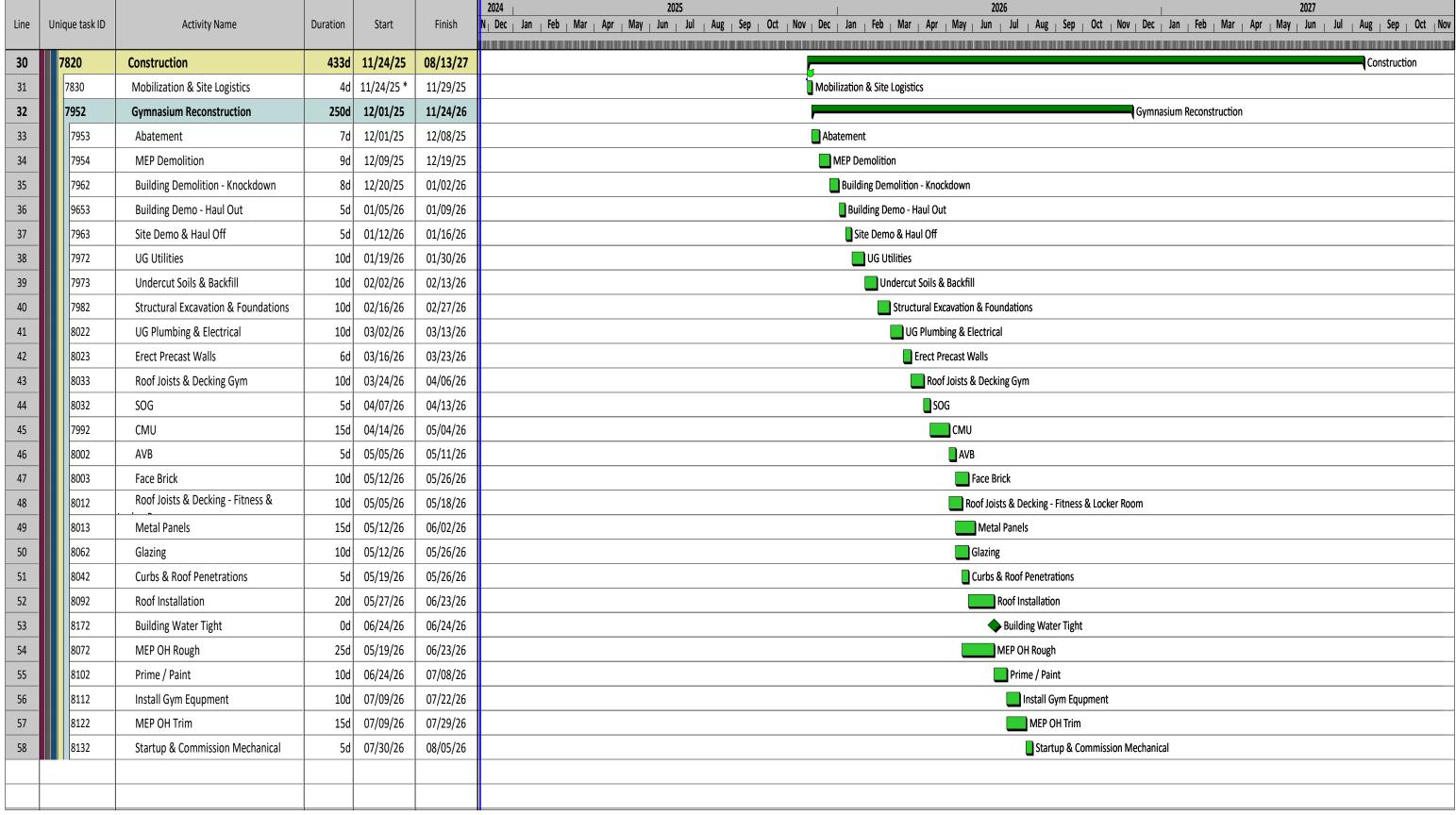


Project Number: # 00001

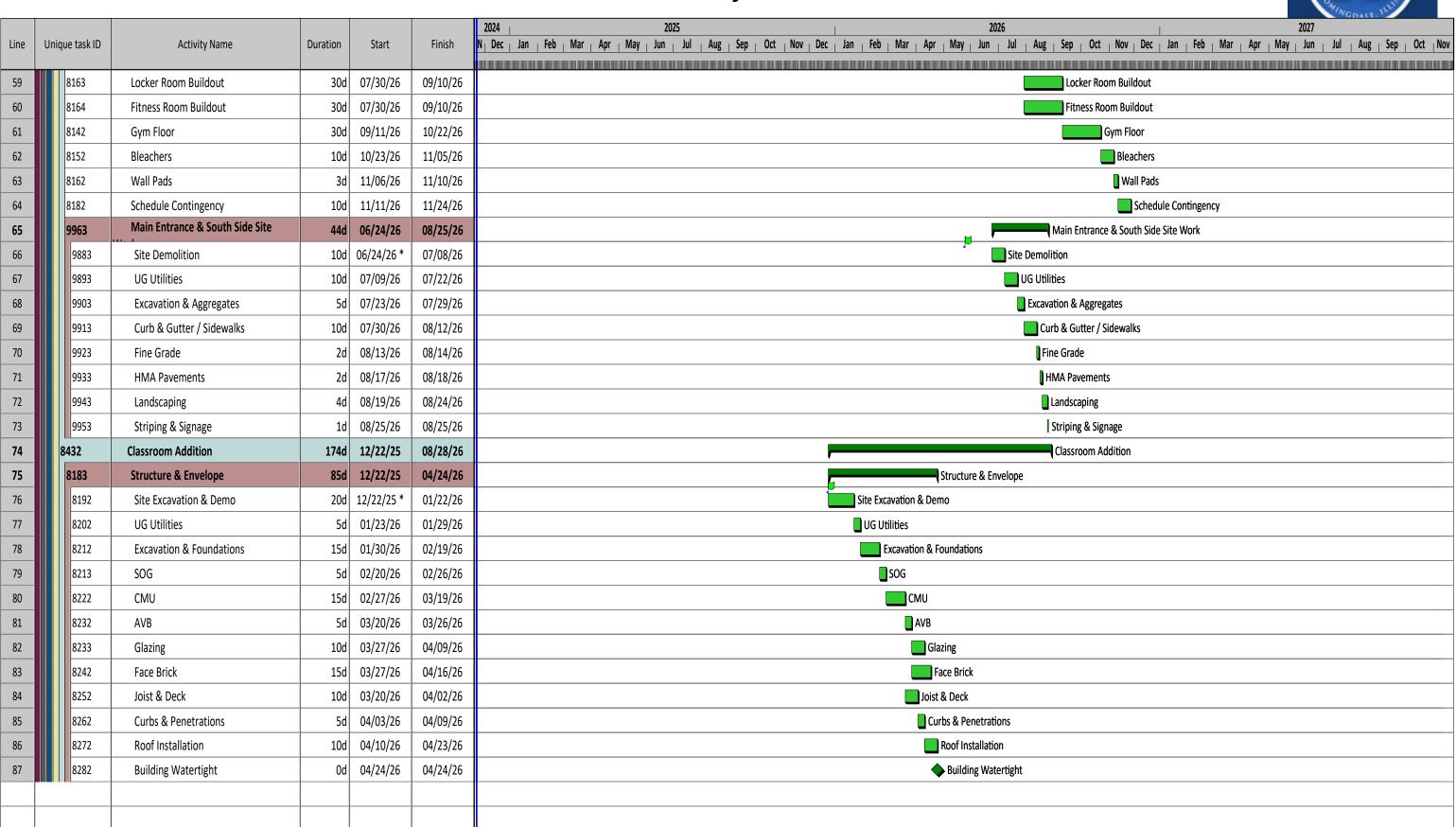
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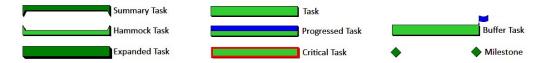




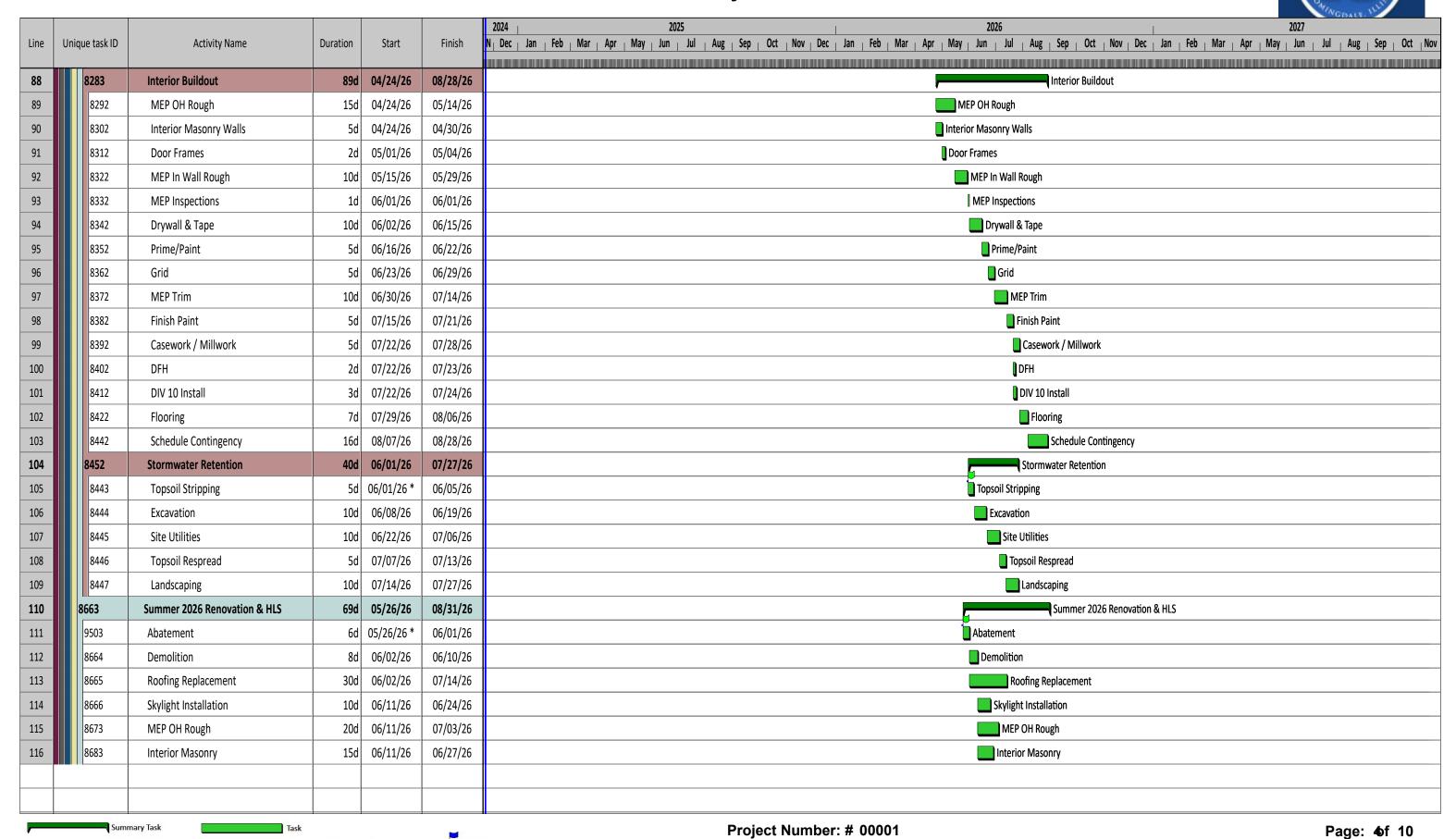






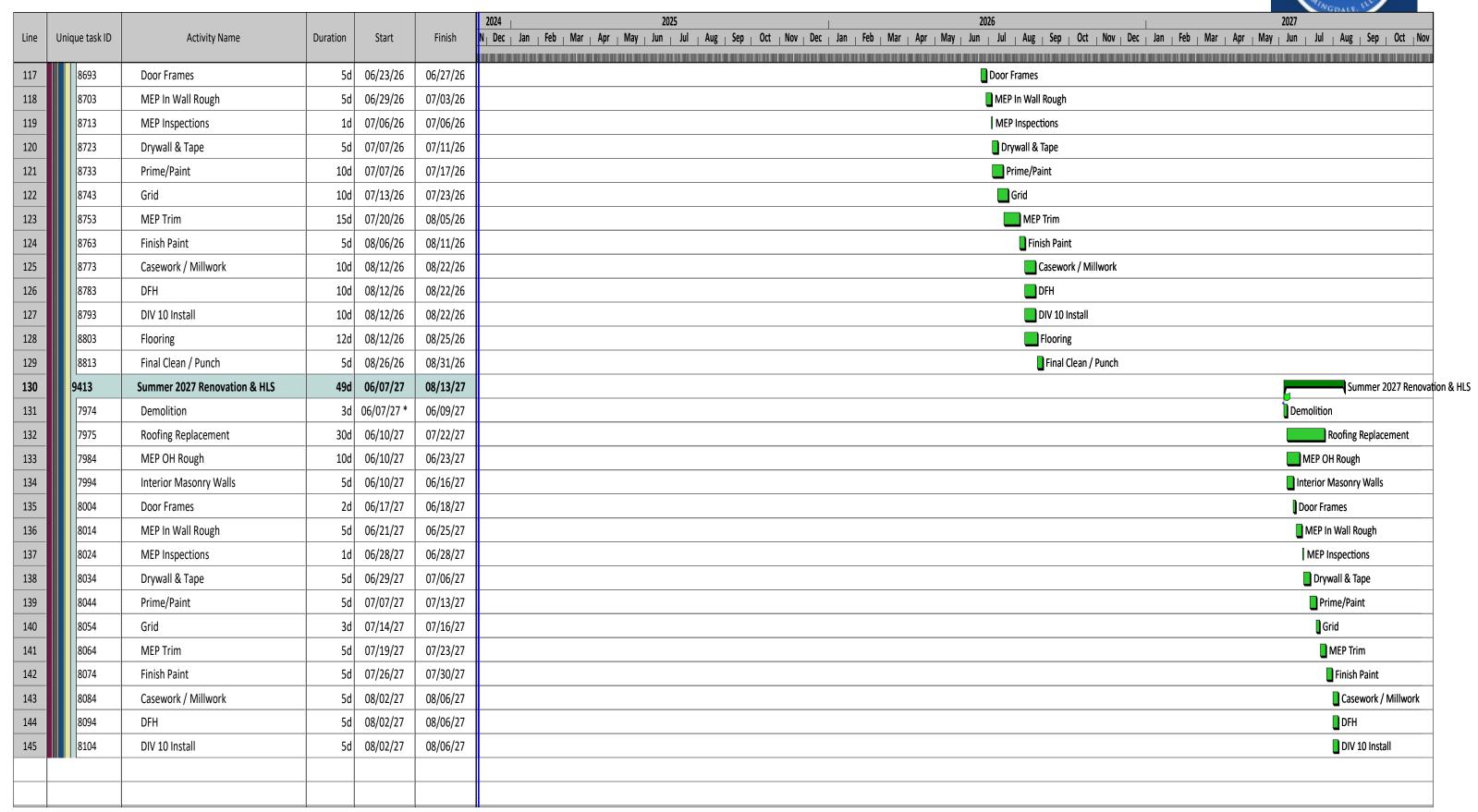


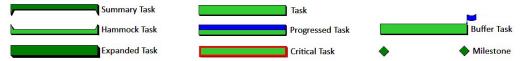




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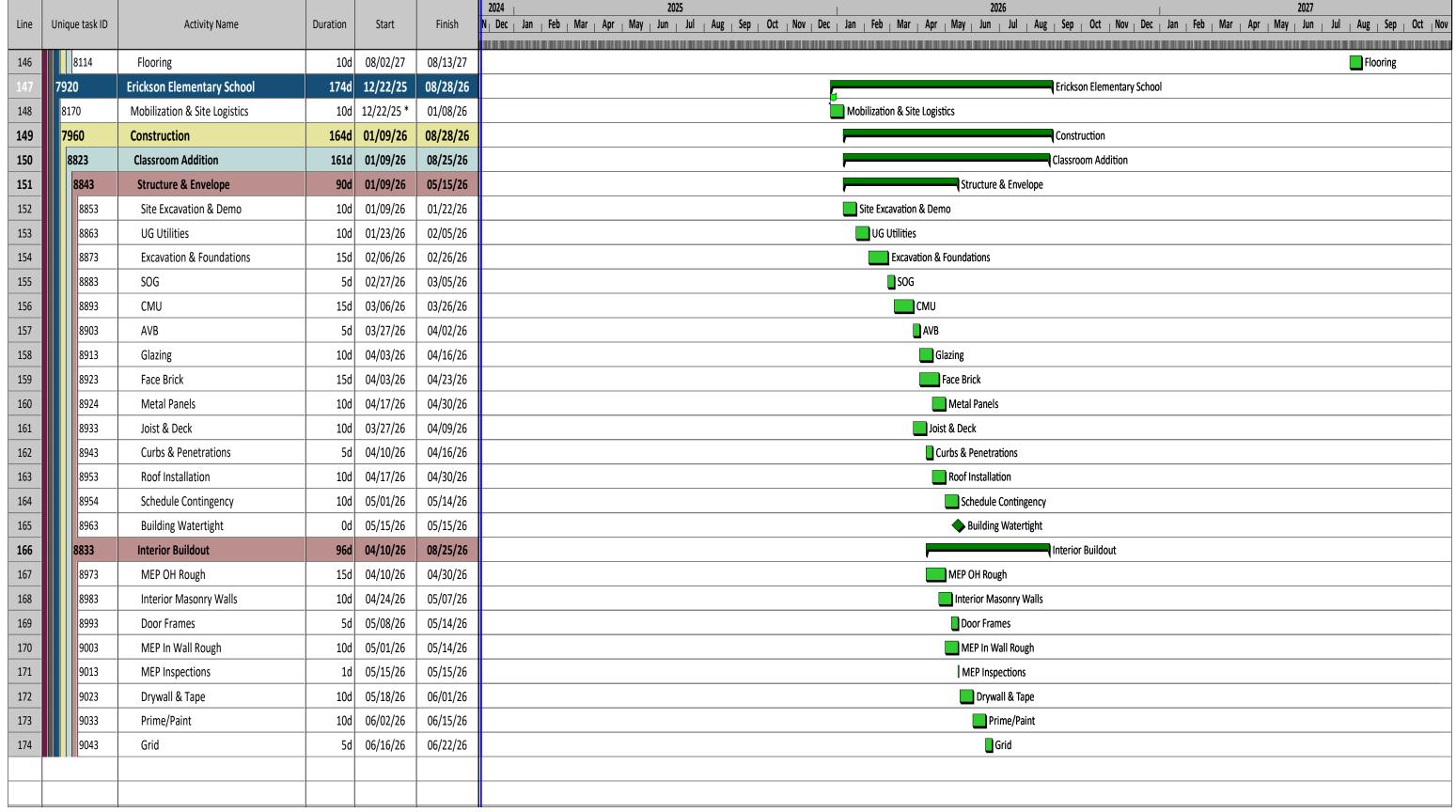


Project Number: # 00001 Page: 5of 10

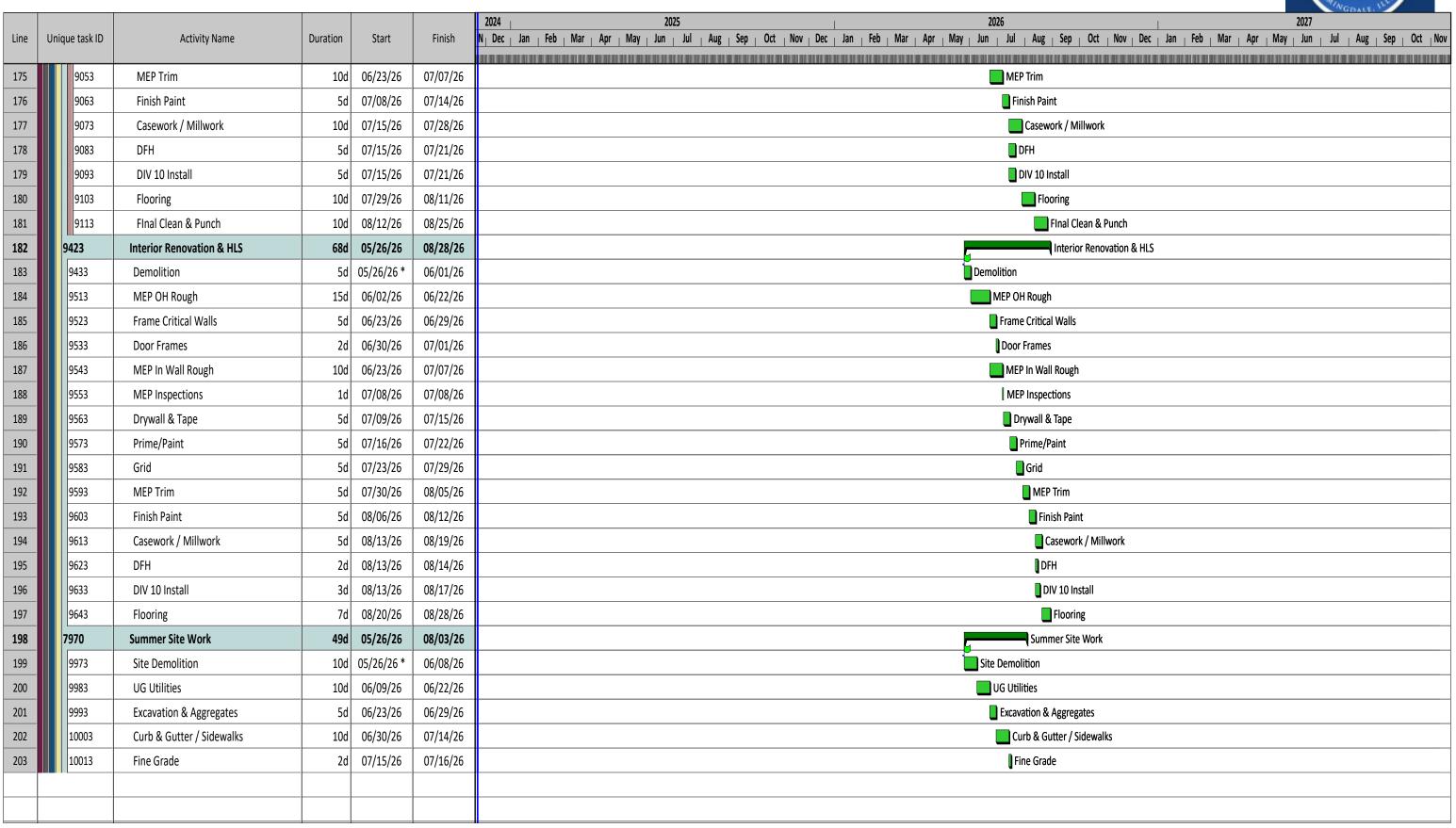
BULLEY & ANDREWS

Bloomingdale SD 13 Exhibit A.3 Project Schedule



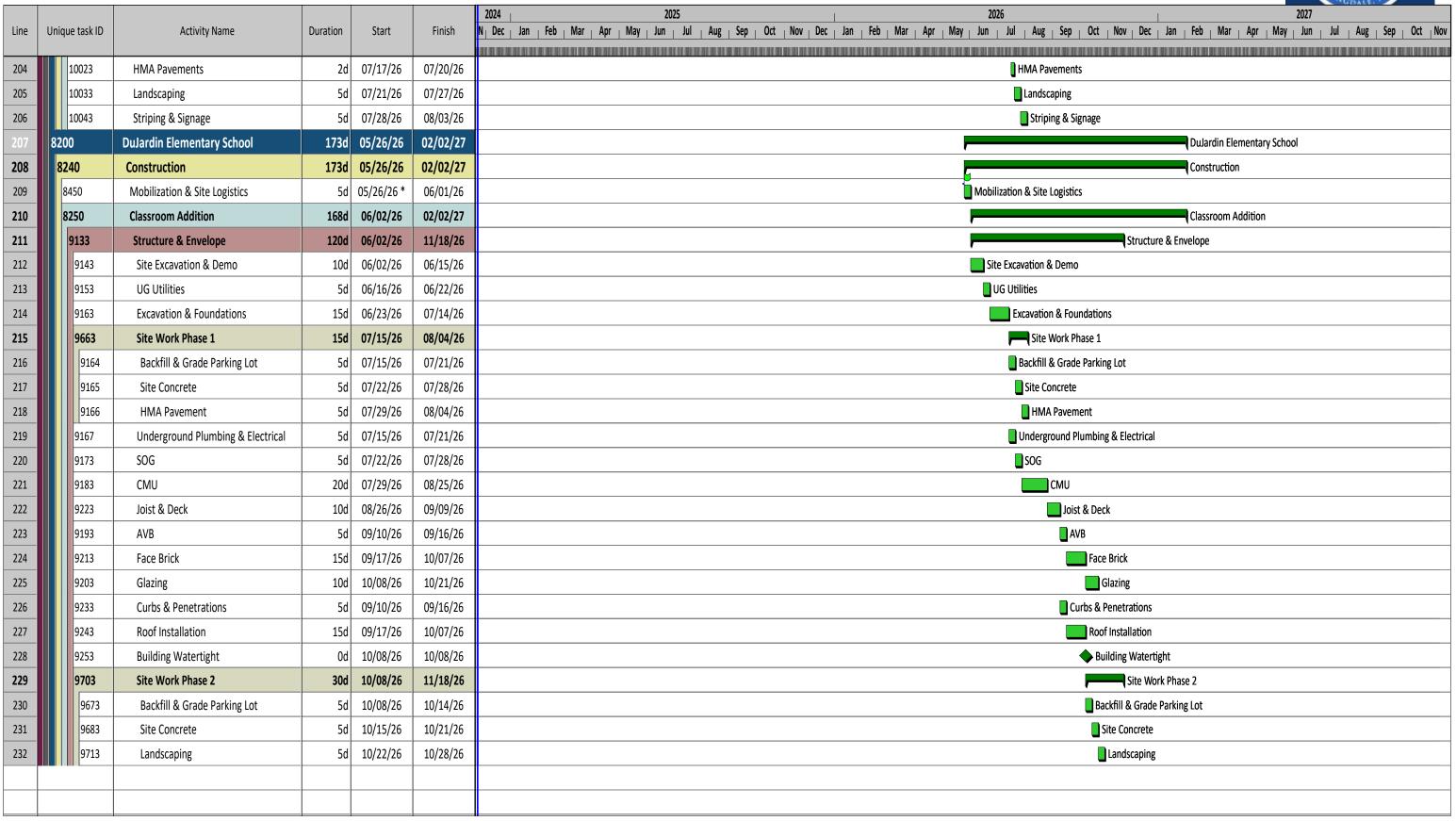












Summary Task

Hammock Task

Progressed Task

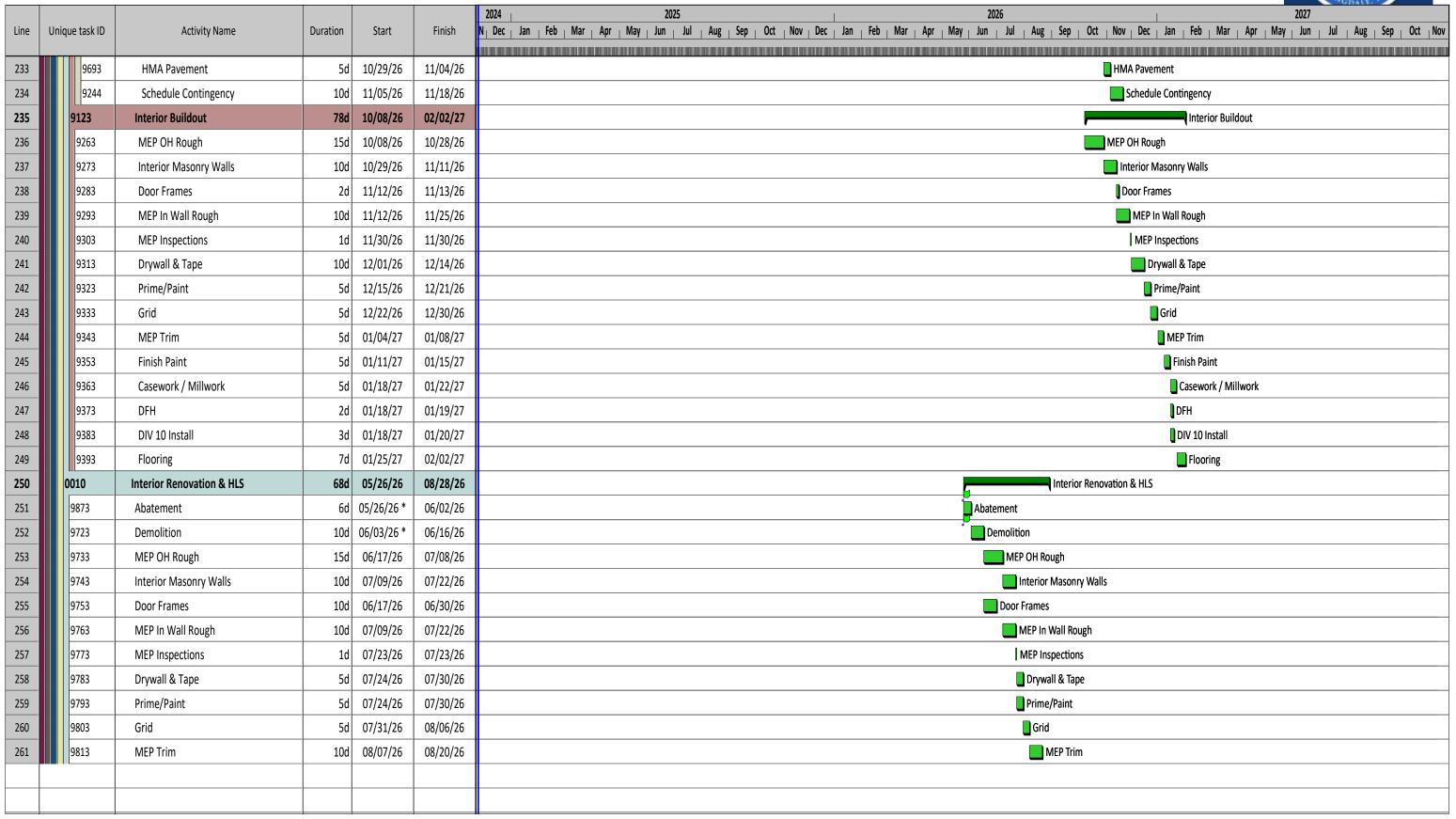
Expanded Task

Critical Task

Milestone

Project Number: # 00001 Page: 8 10







						MINGDALL NO
Line	Unique tack ID	Activity Name	Duration	Ctort	Finish	2024 2025 2026 2027 N Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Aug Sep Oct Aug Oct Oct Aug Oct Oct Aug Oct Oct
Line	Unique task ID	Activity Name	Duration	Start	Finish	N DEC Jan FED Mar Apr May Jun Jul Aug SEP OCT NOV DEC Jan FED Mar Apr May Jun Jul Aug SEP OCT NOV DEC Jan FED Mar Apr May Jun Jul Aug SEP OCT NOV
262	9823	Finish Paint	5d	08/07/26	08/13/26	
263	9833	Casework / Millwork	5d		08/20/26	
264	9843	DFH	5d		08/20/26	
265	9853	DIV 10 Install	5d		08/27/26	
266	9863	Flooring	6d		08/28/26	
		U .		, ,		
					-	
					-	



Exhibit D- Hourly Rates

Project: Bloomingdale School District 13

Office Staff Hourly Rate

Project Director	\$190.00
Sr. Project Manager	\$165.00
Project Manager	\$140.00
Assistant Project Manager	\$110.00
Project Engineer	\$100.00
Project Administration & Accounting	\$60.00

Bulley & Andrews Field Personnel Rates

Senior Superintendent	\$155.00
Superintendent	\$150.00
General Superintendent	\$160.00
Safety Director	\$150.00
QA/QC Manager	\$150.00



Total fee of:

REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

November 20, 2024 Bloomingdale School District 13

EXHIBIT 1 PROPOSAL FEE FORM

Firm Name: Bulley & Andrews	Date: 1/20/2025
I. Pre-Construction Fee The fee for Construction Manager's pre-construction services as of Document A134-2019, as modified, and the allocation of costs desplus any other services required for successful completion of the public below. Provide the fee as a dollar value based upon an estimated of \$29,700,000 and a pre-construction phase of 6 months.	scribed in Attachment A, project as described
Total fee of:	\$ <u>65,000</u>
II. Construction Management At Risk Fee The fee for Construction Manager's basic services as described in A134-2019, as modified, and the allocation of costs described in A other services required for successful completion of the project as documents. Provide the fee as both a percentage of Construction based upon an estimated project Construction Cost of Work of \$ 2	attachment B, plus any described in the proposal Costs and dollar value
Percentage of Construction Costs <u>2.20</u> % multiplied by assumed Construction Cost of Work \$29,700,000	
Total fee of:	\$ <u>653,400</u>
III. Liability Insurance The cost for Construction Manager's liability insurance as describe A134-2019. Provide the cost as a dollar value based upon an estimate Construction Cost of \$29,700,000.	
Total fee of:	\$ <u>326,700</u>
IV. General Conditions The cost for Construction Manager's general conditions as described A134-2019, as modified, and the allocation of costs described in A other services required for successful completion of the project as the cost as both a percentage of Construction Costs and dollar va estimated project Construction Cost of \$29,700,000.	attachment A, plus any described below. Provide
Percentage of Construction Costs	

\$<u>2,112,350</u>



each school.

REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

November 20, 2024 Bloomingdale School District 13

V. Maximum Reimbursable Expenses

Reimbursable expenses are in addition to compensation for basic and additional services described in the proposal documents and include expenses incurred by the Construction Manager and Construction Manager's employees and consultants in the performance of Services for the project. The figure provided should be stated as a not-to-exceed amount. It is intended that the contract will include a not-to-exceed amount for reimbursable expenses after negotiation. Examples of reimbursable expenses include those described in Attachment B, attached to the School District's Request for Proposals and in the Owner's proposed contract form. Do not include Construction Manager mark-up in the estimate of Reimbursable Expenses. Rather, such mark-up should be included in the Construction Management Fee above.

Total fee of:	\$ <u>340,668*</u>
VI. Miscellaneous Costs Identify and describe miscellaneous costs, if any, that Construction Manager which have not been identified in the Request for Proposal documents.	foresees, but
Total fee of:	\$ 0
VII. TOTAL PROPOSED CONSTRUCTION MANAGER COMPENSATION Total proposed costs to the Owner for the Construction Manager's Services, Trade Contract amounts.	excluding the
Total fee of:	\$ <u>3,498,118**</u>
Fee Proposal is based on a B&A proposed schedule of 25 months. See scheduled included in our appendix. We have included full time supervisi	on for

*Reimbursables include: Performance & Payment bond for each school, Site trailer rental, temp toilets, bluepinting, dumpsters, project management & accounting software.

**Attached construction management services matrix clarifies which category costs are carried in.



REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

	CM FEE	CM Reimbursable	General Conditions Costs	A/E	Direct Payment by Owner	Direct cost of Work (Bid packages)
Construction Management Services						
Project executive	X					
Construction Manager legal (basic service)	X					
Project manager			X			
Project superintendent			X			
Assistant Superintendent			X			
Project Engineer/Assist Project Manager			X			
MEP Coordination			X			
EEO Officer			X			
Estimating			X			
Safety Officer			X			
Administrative Support			X			
Accounting			X			



REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

	CM FEE	CM Reimbursable	General Conditions Costs	A/E	Direct Payment by Owner	Direct cost of Work (Bid packages)
Mechanical Coordinator			X			
Scheduling			X			
Life Cycle			X			
Purchasing			X			
Systems development			X			
Project Expediter			X			
Electrical Coordinator			X			
Value Engineering			X			
Other Staff as proposed by the CM			X			
Construction Manager General Conditions/Consumables						
Transportation of Staff		X				
Site Safety During Construction						X
Site Office Rental		X				
Temporary Facilities/Toilets		X				
Project Signs		X				
Site Office Telephone		X				



REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

	CM FEE	CM Reimbursable	General Conditions Costs	A/E	Direct Payment by Owner	Direct cost of Work (Bid packages)
Electrical Power Consumption During Construction					X	
Heating Energy Consumption During Construction					X	
Temporary Water					X	
Cleaning During Construction						X
Final Cleaning						X
General Use Dumpsters		X				
Temporary Access Roads						X
Site Fencing/Barricades/Traffic Control						X
Site Testing of Materials						X
Called Inspections					X	
Water Tap Fees					X	
Utility Service Fees					X	
Permit Fees					X	
Effort to Secure Permits						
Traffic Control						X



REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

	CM FEE	CM Reimbursable	General Conditions Costs	A/E	Direct Payment by Owner	Direct cost of Work (Bid packages)
Street Maintenance						X
Sewer Tap Fees					X	
Construction Survey Work						X
Other Elements Not Listed Above as Required by the CM						
Reproduction and Printing		X				
Costs-study documents				X		
Systems-study documents				X		
Bid-package/construction documents				X		
Postage and express costs				X		
Accounting forms	X					
Field reporting forms	X					
Contract agreements	X					
Schedule report forms	X					
Estimating forms	X					
Cost-reporting forms	X					



REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

	CM FEE	CM Reimbursable	General Conditions Costs	A/E	Direct Payment by Owner	Direct cost of Work (Bid packages)
Value-analysis studies	X					
Duplication expense (miscellaneous)	X					
Shop-drawing printing						X
Maintenance manuals						X
Operation manuals						X
Special forms		X				
Quality Control						
Field observer	X			X		
Observer's transportation		X		X		
Special testing consultants					X	
Concrete testing					X	
Masonry testing					X	
Compaction testing					X	
Soils investigation					X	
Special testing services					X	
Project photographs		X				



REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

	CM FEE	CM Reimbursable	General Conditions Costs	A/E	Direct Payment by Owner	Direct cost of Work (Bid packages)
Warranty inspections coordination	X					
Air and water balancing						X
Operator on-site training						X
Preparation of operations manuals						X
Preparation of maintenance manuals						X
Permits and Special Fees						
Sign permits					X	
Staking and layout fees and costs						X
Building permits					X	
Water connection fee					X	
Sanitary connection fee					X	
Storm connection fee					X	
Gas service charge					X	
Power service charge					X	
Special lap fees					X	
Contractors' licenses						X



REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

	CM FEE	CM Reimbursable	General Conditions Costs	A/E	Direct Payment by Owner	Direct cost of Work (Bid packages)
Insurance and Bond Costs						
General Liability Insurance	X					
Builders Risk				X	X	X
Excess liability coverage				X	X	X
Completed Operations Insurance	X					X
Professional liability insurance	X			X		
Workers' compensation (on-site staff)	X			X		X
FICA insurance (on-site staff)	X			X		X
Federal unemployment (on-site staff)	X					X
State unemployment (on-site staff)	X					X
Payment bond		X				X
Performance bond		X				X
Other Costs						
Project taxes						Not Applicable
Construction equipment						X



REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

	CM FEE	CM Reimbursable	General Conditions Costs	A/E	Direct Payment by Owner	Direct cost of Work (Bid packages)
Construction and services						X
Construction materials						X
Contingency					X	
Design and Engineering				X		
C.M. profit/margin	X					
C.M. general overhead cost	X					

^{*}Note that, although the District may be responsible for the costs of several fees and permits, pursuant to the contract documents, the Construction Manager is responsible for performing tasks necessary to obtain the permit (e.g., completing forms for submission, going to issuers' offices to obtain certificates, etc.). In other words, while the District is paying the necessary fees, the Construction Manager will provide the "legwork."

INSURANCE REQUIREMENTS EFFECTIVE 7-1-2021

[Insert Project Number]

Bulley & Andrews, LLC (B&A or Contractor) utilizes JONES to track and verify a vendor's and/or subcontractor's (Subcontractor) insurance coverage, so that Subcontractor does not have to spend time requesting, collecting or delivering a Certificate of Insurance (COI) to B&A. Upon B&A's receipt of this executed Agreement and approval as a Subcontractor, you will receive an email from insurance@bulley.com. Subcontractor must follow the instructions contained in the email and complete the online registration. Upon completion of registration, JONES will request proof of insurance directly from Subcontractor or Subcontractor's insurance agent(s). In addition to other terms and conditions contained herein, Subcontractor shall not commence work and no payments shall be made to Subcontractor, unless a compliant COI has been received.

REQUIRED CERTIFICATE PROVISIONS

1. CERTIFICATE HOLDER:

The Jones Agency, Inc. notice@getjones.com 224 W 35th St Ste 500 PMB 137 New York, NY 10001

2. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:

[Project Number] – [Project Name/Description]

3. LIST ALL ADDITIONAL INSUREDS EXACTLY AS SHOWN:

- 1. Bulley & Andrews
- 2. Bulley & Andrews, LLC
- 3. Bulley & Andrews Masonry Restoration, LLC
- 4. Bulley & Andrews Concrete Restoration, LLC
- 5. Bloomingdale School District 13
- 6. Board of Education of Bloomingdale School District 13
- 7. DLA Architects, Ltd.

*PLEASE REFER TO THE INSURANCE REQUEST FROM insurance@bulley.com (JONES) FOR THE LATEST ADDITIONAL INSURED INFORMATION.

4. SUMMARY OF COVERAGE LIMITS:

Workers Compensation Statutory

Employers Liability \$1,000,000 Each Occurrence / \$1,000,000 Disease Each Employee / \$1,000,000

Disease Policy Limit

Auto Liability \$1,000,000 Per Accident

Commercial General Liability \$1,000,000 Each Occurrence / \$2,000,000 Product Completed Operations /

\$2,000,000 Aggregate

Umbrella/Excess \$5,000,000 Each Occurrence / \$5,000,000 Products Completed Operations /

\$5,000,000 Aggregate

REQUIRED POLICY PROVISIONS

- 1. Workers' Compensation/Employers' Liability Insurance must include other states coverage as applicable and, where an exposure exists, arising out of or related to Work under this Subcontract, Federal Employee Liability Act, U.S. Longshoremen and Harbor Workers, Jones Act.
- 2. Commercial General Liability Insurance written on an ISO CG 00 01 occurrence form or the equivalent. Coverage for completed operations/product liability for at least twenty-four (24) months after completion of Subcontractor's Work shall be maintained. Commercial General Liability aggregate limits must be on a per project basis.

- 3. Commercial Automobile Liability Insurance for bodily injury and property damage arising from the ownership, operation, maintenance or use of owned, non-owned, or hired vehicles, including coverage for contractual liability.
- 4. Umbrella/Excess Liability Insurance must include the same coverages and features as the underlying policies. The Subcontractor's Excess "Umbrella" Liability (all layers) must clearly provide primary Additional Insured status for the required Additional Insureds to ensure that all of the Subcontractor's required Liability insurance (including the required Excess Liability) is exhausted (i.e., vertical exhaustion) prior to the insurance or self-insurance directly maintained by the required Additional Insureds being called upon. An amendment to the Excess Liability policy's Other Insurance provision may be necessary to accomplish this.
- Except as to Workers' Compensation, Employers' Liability and Professional Liability Insurance; the Owner, Contractor and any other parties required by the Contract Documents shall be named as additional insureds. The Commercial General Liability policy shall specifically include ISO forms CG 20 10, CG 20 37, CG 20 33, CG 2038 ED 04 13 or an industry recognized equivalent additional insured form.
- 6. The insurance provided to the additional insureds shall serve as primary and non-contributory insurance to any insurance purchased and maintained by the additional insured(s), and that the additional insured's own insurance will apply only in excess of the coverage provided by the Subcontractor, regardless of any policy language to the contrary.
- 7. Each of the insurance policies required of Subcontractor shall be endorsed to waive and shall require all Subcontractors of every tier to waive all subrogation rights on behalf of itself and its insurers against Contractor and all additional insureds.
- 8. Liability insurance policies, except for Professional Liability and Pollution Liability insurance written on a combined form, must be written on an occurrence policy form, and not a claims made form of policy.
- 9. Each of the insurance policies required of Subcontractor shall be endorsed to provide 30-day notice of cancellation and 10-day notice for non-payment. Upon notice of cancellation by the insurer the Subcontractor shall provide immediate notice to Certificate Holder.
- 10. Subcontractor and each of its Sub-Subcontractors, shall obtain and maintain in force the minimum insurance coverages and policy provisions set forth in this Exhibit.

CONTINGENT INSURANCE COVERAGES:

- 1. Where a professional liability exposure exists arising out of or related to Work under this Subcontract, including but not limited to design, surveying, soils analysis, HVAC and fire protection systems design and installation, value engineering, approval of materials or equipment, specification of materials, approval of drawings, Professional Liability insurance will be required from start of design work to 3 years after completion of Project. For Professional Liability insurance, unless otherwise required by Contractor, minimum insurance limits required are \$5,000,000/5,000,000 each claim/aggregate. The policy shall include a retroactive date no later than the date on which the Subcontractor's Work will begin, which date shall be shown on the Certificate of Insurance.
- 2. Where an environmental or pollution liability exposure exists arising out of or related to Work under this Subcontract, including but not limited to asbestos abatement, lead abatement, contaminated soils removal and hauling, appropriate Environmental Impairment and/or Pollution Liability insurance will be required. If the coverage is written on a claims-made basis, the coverage will remain in place for claims arising from Subcontractor's Work for 3 years after completion of Subcontractor's Work. For Environmental Impairment Liability and Pollution Liability insurance, unless otherwise required by Contractor, minimum insurance limits required are \$5,000,000/\$5,000,000 each claim/aggregate. The policy shall include a retroactive date no later than the date on which the Subcontractor's Work will begin, which date shall be shown on the Certificate of Insurance. Subcontractor shall also provide for an Additional Insured endorsement on the Environmental Impairment and Pollution Liability policies.
- 3. Where a marine liability exposure exists arising out of or related to Work under this Subcontract, Marine General Liability insurance and Protection & Indemnity Liability insurance is required for claims arising from all leased, owned, non-owned and hired watercraft. This shall also include coverage for injuries to crew and contractual liability.
- 4. Where an aircraft liability exposure exists arising out of or related to Work under this Subcontract, Aircraft Liability coverage for leased, owned, non-owned and hired aircrafts will be required. Coverage for third-party bodily injury and property damage shall be included.

5. When any of the aforementioned contingent coverages are required to be carried by Subcontractor the limits and specific policy form are subject to Contractor approval.

Subcontractor Required Insurance. Before commencing and through final completion of the Work, or such longer time period as may be required herein or the Contract Documents, Subcontractor and each of its Sub-Subcontractors, engineers and architects shall obtain and maintain in force the minimum insurance coverages set forth in this Exhibit and shall provide in a form acceptable to Contractor fully executed Insurance Certificates (and at the option of Contractor at any time a certified copy of the insurance policies and all endorsements) evidencing the maintenance of the minimum required insurance coverages. The required policies shall contain provisions requiring thirty (30) days' prior notice of cancellation and the insurance companies shall be subject to the approval of the Contractor. Subcontractor shall promptly notify Contractor of any material changes in coverage, including by way of additional exclusions. All insurance companies shall maintain at all times a rating of A-VII or higher by A.M. Best. It shall be a material breach of this Subcontract if at any time before, during or after completion of the project as required in this agreement for Subcontractor or any of its subcontractor's insurance to be cancelled, non-renewed, reduced in coverage or limits below those required in this Article 1 and Exhibit D, or if an insurance carrier's rating is reduced below an A-VII as rated by A. M. Best. Should the Subcontractor fail to provide to Contractor (or through JONES) the required certificates of insurance, Contractor may take such steps as it deems necessary to obtain the required insurance coverages, including withholding payments, and charge all costs incurred to the Subcontractor. No action or inaction on the part of Contractor shall constitute a waiver of any of Subcontractor's obligations under this article.

<u>Builder's Risk Insurance</u>. Contractor shall have no obligation to maintain builder's risk insurance in connection with the Work. If Contractor maintains builder's risk insurance with respect to the Work, Subcontractor shall be responsible for a per occurrence contractual obligation of \$5,000 relating to builder's risk insurance claims made by the Subcontractor.

[END OF EXHIBIT "B"]



Bloomingdale School District 13 Erickson Elementary School Additions & Renovations Exhibit F – CM General Conditions & General Requirements Categories

General Conditions & General Requirements

General Conditions costs including staff, incidental costs, and general requirements.

General Conditions		
Division Leader	In (OH&P
Project Executive	\$	21,650.00
Project Manager	\$	86,600.00
Project Engineer	\$	147,220.00
General Superintendent	\$	8,660.00
Superintendent	\$	225,160.00
Project Accountant	\$	4,800.00
Quality & Safety Supervision	\$	25,980.00
Phones, Technology, Printing, First Aid	\$	33,639.00
Small Tools, Equipment, Freight	\$	13,325.00
Incidentals, Expenses, Travel	\$	15,000.00
	\$	582,034.00

General Requirements	
GC Site Office Equipment	\$ 42,250.00
Temp Toilets	\$ 14,400.00
Temp Protections	\$ 31,165.50
Site Safety	\$ 69,340.00
Periodic Cleanup	\$ 302,698.18
Dumpsters	\$ 24,843.32
Site Logistics	\$ 50,000.00
Hoisting	\$21,480.00
Surveying	\$ 21,000.00
Technology/BIM/Scanning/Closeout	\$ 49,960.00
	\$ 627,137.00

General Requirements Allowances	
Overtime	\$ 50,000.00
Utility Locating	\$ 10,000.00
Winter Conditions (Temp Enclosures, Admixtures,	
Temp Cooling, Heating & Dehumidification)	\$ 50,000.00
	\$ 110,000.00

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