

PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT FOR
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES
PS3075
Lakeview Health Center

THIS AGREEMENT (“Agreement”) is made and entered into as of the 25th day of April 2022, by and between the Public Building Commission of Chicago, located at 50 West Washington Street, Chicago, Illinois 60602 (“**PBC**” or “**Commission**”) and **Henry Bros. Co.**, located at 9821 South 78th Avenue, Illinois (the “**Construction Manager**”).

TERMS AND CONDITIONS

1. Description of Services. PBC hereby engages the Construction Manager to perform certain pre-construction services as more fully described in **EXHIBIT A** hereof (the “**Services**”) with respect to the renovation and rehabilitation, improvement and or construction of the **Lakeview Health Center** located at 2846 -61 North Clark Street, Chicago, Illinois (the “**Project**”).

2. Performance Standard. The Construction Manager represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. The Construction Manager shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of the Services or the Project. The Construction Manager further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Construction Manager to perform the Services in the manner required by this Agreement.

3. Failure to Meet Performance Standards. If the Construction Manager fails to comply with its obligations under the standards of this Agreement, the Construction Manager must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

4. Compensation. The Commission shall compensate the Construction Manager for the Services in the manner set forth in **EXHIBIT H** hereof, or as modified by written authorization. The Construction Manager shall submit all invoices, no more frequently than once every thirty (30) days, in an electronic format using the ODCM System. Failure to submit invoices through ODCM will result in delayed or non-payment to the Construction Manager. The total amount of compensation to be paid by the Commission for the Services shall not exceed the sum of **\$959,660**.

5. Compliance with Laws. In performing the Services under this Agreement, the Construction Manager shall comply with all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority applicable to the Project. The Construction Manager further agrees that it will comply with all applicable provisions of resolutions adopted by PBC’s Board of Commissioners including, without limitation, the Code of Ethics Resolution adopted on October 3, 2011, and the Inspector General Resolution adopted on October 1, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXECUTION PAGE

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

Luis E. Infante
Chairman

ATTEST:
Carina DeLuca
Secretary

Date: 08.05.2022

Approved as to form and legality:
Anne H. Zredl 8/4/22
Neal & Leroy, LLC

CONSTRUCTION MANAGER:

Henry Bros. Co.
William H. Colgan
President or Authorized Designee
7/25/22
Date

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of Cook
State of Illinois

Subscribed and sworn to before me by William H. Colgan and _____ on behalf of the
Construction Manager this 25th day of July, 2022

Carrie Lyn Harrison
Notary Public

My Commission expires:
(SEAL OF NOTARY)



EXHIBITS

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

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

Exhibit A

Description of Services

(Attached hereto and incorporated herein)
Remainder of the page intentionally left blank

Description of Services

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

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

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

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

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

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

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

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

A.19 The Construction Manager shall:

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

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

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

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

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

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

Exhibit B

Licenses and General Information

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

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

HENRY BROS.CO.
9821 S 78TH AVE.
HICKORY HILLS IL 60457

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04219

CERTIFICATE NUMBER : GC04219-18

FEE: \$ 2000

DATE ISSUED: 03/16/2021

DATE EXPIRES: 04/09/2022

THIS LICENSE IS NON-TRANSFERABLE

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

Handwritten signature of Lori E. Lightfoot.

Lori E Lightfoot
Mayor

Handwritten signature of Matthew W. Beaudet.

Matthew Beaudet
Commissioner

CERTIFICATE OF REGISTRATION

ISSUED BY THE
DEPARTMENT OF BUILDING AND ZONING
OF COOK COUNTY

FIRM NAME: **HENRY BROTHERS COMPANY**
9821 S 78TH AVENUE
HICKORY HILLS IL 60457

TYPE OF CONTRACTOR: **Flatwork/Asphalt/Paving**

REGISTRATION NO.: **052308**

DATE ISSUED: **2/15/2022**

FEE PAID: **\$75.00**

VALID TO: **12/31/2022**



BUILDING AND ZONING COMMISSIONER
TIMOTHY P. BLEUHER

Thank you for registering as a Contractor with the Cook County Department of Building and Zoning. Please be advised that you should retain the Certificate of Registration above in your office. The Contractor's Registration Card (lower right hand corner) must be kept on your person and you may be required to produce this card at times for Inspectors of the Department of Building and Zoning.

DEPARTMENT OF BUILDING & ZONING OF COOK COUNTY

TONI PRECKWINKLE
President of the Board of
Commissioners of Cook County

TIMOTHY P. BLEUHER
Commissioner of Building
and Zoning of Cook County

CONTRACTOR REGISTRATION CARD

Firm HENRY BROTHERS COMPANY

Address 9821 S 78TH AVENUE

Owner GEORGE W FERRELL

Type of Contractor Flatwork/Asphalt/Paving

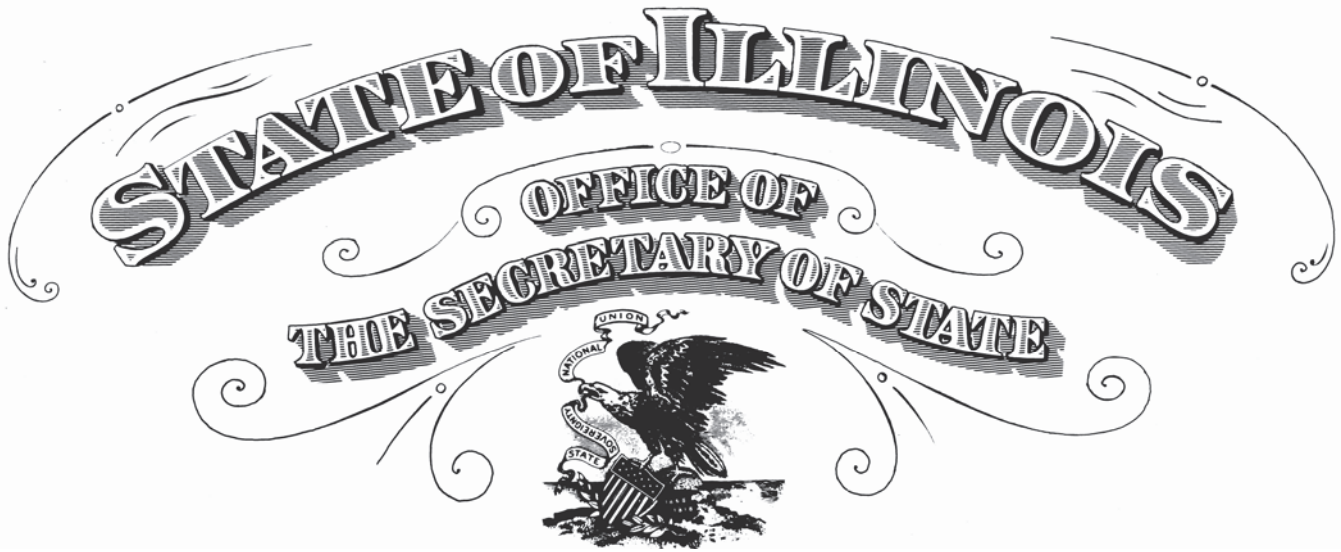
Authorized Member of Firm GEORGE W FERRELL

Registration No. 052308 Valid Through 12/31/2022

COMMISSIONER

HENRY BROTHERS COMPANY
9821 S 78TH AVENUE
HICKORY HILLS IL 60457



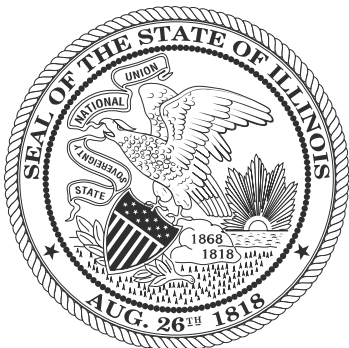


To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

HENRY BROS. CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 28, 1954, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 24TH day of JUNE A.D. 2021 .



Jesse White

SECRETARY OF STATE



**City of Chicago
Department of Buildings
Mason Contractor's License**

Issued : 9/1/2021

William H. Callaghan, jr.

License # : MC5251

Expires : 9/20/2022

Class A: Concrete and Brick

This license is valid and in force, having complied with all the provisions of the ordinances passed concerning the licensing of mason contractors in the City of Chicago.

The face of this card contains a Department of Buildings hologram. If the Hologram is not present, the card has been altered. If you suspect fraudulent use of this card call 800 359-1313.

Exhibit C

Disclosure Affidavit

**(ATTACHED HERETO AND INCORPORATED HEREIN)
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FORM E – DISCLOSURE AFFIDAVIT

SUBMITTING FIRM NAME:	Henry Bros. Co.
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I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned William H. Callaghan, Jr. as Executive Vice President
Name Title

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

RESPONDENT			
Name of Firm:	Henry Bros. Co.		
Address:	9821 South 78th Avenue		
City/State/Zip:	Hickory Hills, IL 60457		
Telephone:	708-430-5400	Facsimile:	708-430-8262
FEIN:	36-2368656	SSN:	NA
Email:			
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

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

FORM E – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Address:		
City/State/ZIP:		
Telephone:		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
George W. Ferrell	President	
William H. Callaghan, Jr.	Executive Vice President and Secretary	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
George W. Ferrell		50 %
William H. Callaghan, Jr.		50 %
		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: _____
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

FORM E – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

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

FORM E – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

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FORM E – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

FORM E – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

FORM E – DISCLOSURE AFFIDAVIT

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

2. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
3. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

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FORM E – DISCLOSURE AFFIDAVIT

I. VERIFICATION

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

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

William H. Callaghan, Jr.
Signature of Authorized Officer
William H. Callaghan, Jr.
Name of Authorized Officer (Print or Type)
Executive Vice President
Title

State of Illinois

County of Cook

Subscribed and sworn to before me this 14th day of March 20 22

Carrie Lyn Harrison

Notary Public Name

Carrie Lyn Harrison

Notary Public Signature

Commission Expires: April 22, 2022

Date



Exhibit D

Legal Actions

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

SUBMITTING FIRM NAME:

Henry Bros. Co.

Instructions: Please answer all questions below. **Each question must be answered.** If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation in the space provided or include a Narrative Statement following this page. Incomplete supplemental information may deem your response non-responsive. Firms submitting as joint venture partners must complete forms for each respective partner.

QUESTIONS		Yes	No
1	Has the firm or joint venture been issued a notice of default on any contract awarded to it in the last 3 years? If yes to this question, please provide an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Has the firm or joint venture been issued a notice to cure on any contract awarded to it in the last 3 years? If yes to this question, please provide an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Does the firm or joint venture have any legally filed judgments, claims (liquidated damages for time, or other), arbitration proceedings or suits pending or outstanding against the firm, joint venture, or its officers? If yes to this question, please provide an explanation that includes the project name, timeline, agency, case summary, and whether or not the case is active.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Within the past 3 years has the firm or joint venture been a party to any lawsuits or arbitration proceedings with regard to any contracts? If yes to this question, please provide an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Within the last 3 years, has any officer or principal of the firm or joint venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter? If yes to this question, please provide an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Has any key person with the firm or joint venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating? If yes to this question, please provide an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Has the firm or joint venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency? If yes to this question, please provide an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Within the last 3 years, has the firm or joint venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations – EEO liquidated damages) If yes to this question, please provide an explanation that includes the project name, agency, and dollar amount of penalty.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Has the firm or joint venture ever failed to complete any work awarded to it? (ie. not met Milestones, Substantial Completion)? If yes to this question, please provide an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exhibit E

Joint Venture

Not applicable to this Agreement

(ATTACHED HERETO AND INCORPORATED HEREIN)
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Exhibit F

Disclosure of Retained Parties

(ATTACHED HERETO AND INCORPORATED HEREIN)
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FORM F – DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

Pursuant to the Public Building Commission (PBC) Code of Ethics found on the PBC website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecl_CodeofEthicsConsolApril-2013_20130405.pdf, a firm is required to submit a fully executed Disclosure of Retained Parties.

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: N/A

a. Description of goods or services to be provided under Contract

2. Name of Contractor: _____

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

Check here if no such persons have been retained or are anticipated to be retained: _____

Retained Parties:

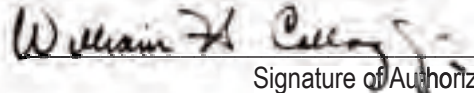
Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

FORM F – DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:

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

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete. The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.



Signature of Authorized Officer

William H. Callaghan, Jr.

Name of Authorized Officer (Print or Type)

Executive Vice President

Title

NOTARY ACKNOWLEDGMENT

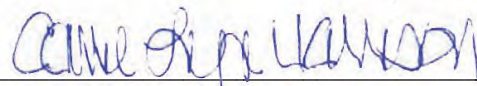
State of: Illinois

County of: Cook

Subscribed and sworn to before me this 14th day of March 2022

Carrie Lyn Harrison

Notary Public Name



Notary Public Signature

Commission Expires: 04/22/22



Exhibit G

Insurance

**(ATTACHED HERETO AND INCORPORATED HEREIN)
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Exhibit H

Compensation

**(ATTACHED HERETO AND INCORPORATED HEREIN)
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GUARANTEED MAXIMUM PROJECT COST PROPOSAL
PS3075: Lakeview Health Center
Henry Bros Co.

DESCRIPTION	COST
1. General Conditions	\$45,273.57
2. Payment and Performance Bond & Insurance	
Payment and Performance Bond	\$4,357.00
Insurance	\$4,357.00
Insurance	\$TBD
	\$8,714.00
3. Construction (A+B)	
A. TOTAL Pre-Construction Services ¹	
	\$7,000.00
B. Cost of the Work ¹	
(Cost of Construction + Allowances + CM Contingency + Commission's Contingency)	
Cost of Construction	\$769,136.85
Environmental Allowance	\$15,000.00
CM's Contingency	\$38,806.84
Commission's Contingency	\$38,806.84
TOTAL Cost of Work (B)	\$861,750.53
	\$868,750.53
4. Construction Manager's Fee (percentage of the total value of line 3)	4.25%
	\$36,921.90
5. The Guaranteed Maximum Project Cost Proposal will be the values of Lines 1 + 2 + 3 + 4	<u>\$959,660</u>

¹ Indicates values to be included in the MBE/WBE calculation (Line 3 – Construction)

² Unused portions of all funds will be returned to the Project's budget and ultimately, the City of Chicago (AIS)

Signature: William A. Callery

Date: 2/26/22

CONTACT INFORMATION

FIRM NAME:	
CONTACT NAME:	
CONTACT TELEPHONE:	
CONTACT EMAIL:	
ADDRESS:	

