

MODE = MEMORY TRANSMISSION

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FILE NO. =516

STN NO.	COMM.	ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
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-225 DISTRICT OFFICE -

***** -

- ***** - 847 486 4733- *****

GLENBROOK HIGH SCHOOLS

1835 Landwehr Road
Glenview, IL 60026

TO: Mary Iannucci

FAX: (312) 923-9023

FROM: Dr. Rosanne Williamson

DATE: February 2, 2010

No. of Pages: 27 Plus Cover Sheet

COMMENTS:

If you experience any problems call:

Office Number: (847) 486-4701

FAX Number: (847) 486-4733

THE
GLENBROOK
HIGH SCHOOLS

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

February 3, 2010

Ms. Mary Iannucci
Rohlfing & Oberholtzer
Attorneys & Counselors at Law
211 West Wacker Drive, Suite 1200
Chicago, IL 60606

Re: Freedom of Information Request

Dear Ms. Iannucci,

I am responding to the request for information received February 2, 2010, pursuant to the Illinois Freedom of Information Act. Attached please find the documents/answers to requested items/questions including:

1. Copies of the payment bond on this project.
2. Copies of the contractor's contract with the Glenbrook High School District 225.
3. Copies showing an accounting of what funds remain to be paid on the project.

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

ROHLFING & OBERHOLTZER

ATTORNEYS & COUNSELORS AT LAW

211 West Wacker Drive, Suite 1200, Chicago, Illinois 60606
Telephone: 312.923.7100 Facsimile: 312.923.9023
www.rolaw.net

February 2, 2010

VIA FACSIMILE (847) 486-4733

Glenbrook High School District 225
c/o Dr. Rosanne Williamson,
Assistant Superintendant & FOIA Officer
1835 Landwehr Road
Glenview, Illinois 60026

**Re: REQUEST FOR INFORMATION UNDER THE FREEDOM OF
INFORMATION ACT**

Dear Dr. Williamson:

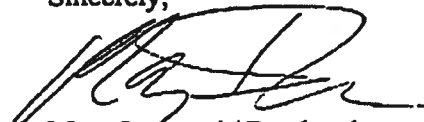
This office represents ACM Elevator Company, who provided a hydraulic elevator for use at the construction project known as 2007-Natatorium Additions at the Glenbrook South High School, 400 West Lake Street, Glenview, Illinois 60026. The General Contractor on the project is R. J. Ridolfi Co., Inc.

Pursuant to the Freedom of Information Act, ILCS 140/3, please provide us with a copy of the payment bond, a copy of the contractor's contract with the Glenbrook High School District 225 and an accounting showing what funds remain to be paid on the project. We will not require a copy of the plans or specifications.

Pursuant to 5 ILCS 140/3(c) you are required to respond to our request within seven working days from the date of this letter.

Please send us by facsimile all of the requested information to (312) 923-9023.

Sincerely,



Mary Iannucci / Paralegal

ROHLFING & OBERHOLTZER

ATTORNEYS & COUNSELORS AT LAW
211 West Wacker Drive, Suite 1200, Chicago, Illinois 60606
Telephone: 312.923.7100 Facsimile: 312.923.9023
www.rolaw.net

FACSIMILE COVER SHEET

Date: February 2, 2010

To: Dr. Rosanne Williamson, Assistant Superintendent &
FOIA Officer
Glenbrook High School District 225

Facsimile No.: (847) 486-4733

From: Mary Iannucci / Paralegal

Re: Request for information under the Freedom of
Information Act.
Construction project at Glenbrook South High School.

Number of Pages (including header sheet): 2

FOIA REQUEST	
Date Received:	2/2/10
Time Received:	11:25
5 Day Response Deadline:	2/9/10
Date Sent:	

CONFIDENTIAL AND PRIVILEGED

The information contained in this facsimile is privileged and confidential information for the sole use of the addressee. If you are not the intended recipient of this facsimile, or the person responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this facsimile in error, please immediately notify the person listed above by telephone (collect) or facsimile and return the original message to the sender.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #08884758

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):

R.J. Ridolfi Co., Inc.
200 S. Park Avenue
Lake Villa, Il. 60046

SURETY (Name and Principal Place of Business):

Fidelity and Deposit Company of Maryland
1400 American Lane
Schaumburg, Il. 60196

OWNER (Name and Address):

Northfield Township School District #225
1835 Landwehr Road
Glenview, Il. 60026

CONSTRUCTION CONTRACT

Date: 9-27-07

Amount: One Million Three Hundred Seventy Nine Thousand Seven Hundred & 00/100---

Description (Name and Location): Bid Package #7 - General Trades (\$1,379,700.00)Dollars
Glenbrook South High School, Glenview, Illinois

BOND

Date (Not earlier than Construction Contract Date): 9-27-07

(1,379,700.00)Dollars

Amount: One Million Three Hundred Seventy Nine Thousand Seven Hundred & 00/100---

Modifications to this Bond:

[X] None

[] See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

R.J. Ridolfi Co., Inc.

SURETY

Company: (Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature:

Name and Title:

[Handwritten signature]

Signature:

Name and Title: Dolores Butcher, Attorney-in-Fact

[Handwritten signature: Dolores Butcher]

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer

William J. Kamm & Sons, Inc. or other party):
630-980-5000

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 requirements 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:

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Charles F. BIERSBORN, JR., Nancy SMITH and Dolores BUTCHER**, all of **Medinah, Illinois**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Charles F. BIERSBORN, JR., Donna WHALEN, Nancy SMITH, dated February 22, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of July, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

William J. Mills

By:

William J. Mills

Vice President

State of Maryland } ss:
City of Baltimore }

On this 6th day of July, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Constance A. Dunn

Constance A. Dunn

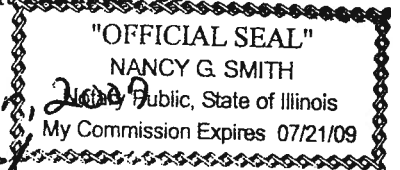
Notary Public

My Commission Expires: July 14, 2007

State of Illinois
County of DuPage

I, Nancy G. Smith, A Notary Public in and for said County, in the State aforesaid, do hereby certify that Dolores Butcher, Agent and Attorney-in-Fact of Fidelity and Deposit Company of Maryland who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as Agent and Attorney-in-Fact of Fidelity and Deposit Company of Maryland for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of September, 2009



Nancy G. Smith
Nancy G. Smith, Notary Public

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 27th day of September, 2007.

Gerald F. Halcy
Assistant Secretary



**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)

R.J. Ridolfi Co., Inc.
200 South Park Avenue
Lake Villa, IL 60046

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.
821 S. 78th Avenue
Hickory Hills, IL 60457

The Architect is:

Arcon Associates

120 Eisenhower Lane North
Urbana, 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:

Furnish and install all supervision, labor, materials, equipment, supplies, housekeeping, bonds and insurance to perform and fully complete all GENERAL TRADES. 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**

3.1 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.

3.2 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

Fitness 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.)

Per 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 Three Hundred Seventy Nine Thousand Seven Hundred and 00/100. \$1,379,700.00; 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.

1.1 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>		

9.1.5 The Drawings are as follows, and are dated SEE BELOW unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
----------	-------	-------

See Attachment "A".

9.1.6 The Addenda, if any, are as follows:

See Attachment "A".

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid. Instructions to Bidders. sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

See Attachment "A" - Contract Documents and Requirements.

See Attachment "B" - Scope of Work

See Attachment "C" - Insurance Requirements

See Attachment "D" - Schedule

See Attachment "E" - Billing Procedures

9.1.8 PERFORMANCE PROVISIONS

9.1.8.1 The Contractor agrees to furnish adequate labor, material, and equipment to commence and complete its work as directed by the construction Manager.

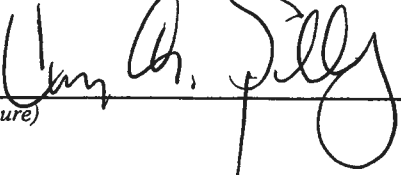
9.1.8.2 The Contractor agrees to obtain insurance coverage's as specified in the attached insurance rider.

9.1.8.3 The Contractor agrees to follow safety regulations as outlined in the attached hazard and communications/safety rider

9.1.8.4 If the Contractor fails to perform any provisions of this agreement and does not remedy such failure within three (3) days after written notice of such failure from the Construction Manager, the Construction Manager may, without prejudice to its other rights and remedies, make good such deficiency and may deduct the cost thereof from payments due the contractor

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

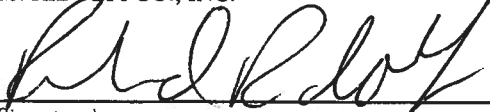
OWNER:
NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225



(Signature)

Craig Schilling, Assistant Superintendent of Business Affairs
(Printed name and title)

CONTRACTOR:
R.J. RIDOLFI CO., INC.



(Signature)

RICHARD RIDOLFI pres.
(Printed name and title)

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 #7 – General Trades :

1. The specification sections that apply to this bid package are, but not necessarily limited to are, all of Division 1, sections 02070, 06105, 07131, 07210, 07900, 08110, 08120, 08200, ,08331, 08710, 09220, 09260, 09265, 09510, 09726, 09841, 10100, 10170, 10190, 10425, 10501 10520, 10651, 10801, 11490, 12320, 12760. 14240.
2. Include a **\$60,000 allowance** for 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. Include the following Unit Cost information in your bid:
 - a. Provide a Unit Price per sq. ft. for concrete deck repair.
 - b. Provide a Unit Price per b.f. for additional blocking.
4. Provide price for any/all Alternates that apply to this Prime Contractor. See Alternate Descriptions in scopes and specifications manuals.
5. Provide labor and material to complete the work as described in the drawings and specifications.
6. The drawings and specifications clearly define the scope of **selective demolition** work. Refer to construction schedules for various work areas and time duration for performance of work. *EXCEPT FOR DEMO SHOWN ON OTHER WORK*
7. This contractor will be responsible to provide a temporary means of access for equipment and debris removal.
8. All temporary openings must be restored to their original condition. Submit the proposed temporary opening locations to the Construction Manager for coordination with Architect and school programs.
9. Dust proof partitions will be required as per specifications. Consult with the Construction Manager.
10. Provide and maintain proper ventilation during work procedures.
11. Provide shoring as required to complete work.
12. Extent of demolition work shown on drawings A0.1 through A0.4 and all associated work sheets..
13. Prime Contractor is responsible to coordinate MEP shutdowns and disconnects with MEP contractors.
14. Site demolition shown on drawing C0.1 – CO.3 will be performed by others.
15. Furnish and install all wood trim per drawings and specifications.
16. Furnish and install all **hollow metal frames and doors, wood doors and finish hardware.**
17. Furnish and Install the **Operable Panel Partitions** complete with all accessories per drawings and specifications.
18. Prime Contractor shall be responsible for all materials delivered to the job for installation by this Prime Contractor.

*OTHER WORK
SCOPES
RJR*

READ
AND INITIAL
RJR

19. Include all rough carpentry, wood grounds, plywood, nailers, backing, shims, furring, window blocking, roof blocking, roof curb blocking and finish carpentry as required, complete with accessories, adhesives and fasteners.
20. Furnish and install **Fire Protection Specialties** including fire extinguisher cabinets complete with related accessories and fasteners as required for a complete installation. Coordinate rough opening requirements for cabinets with trades as required
21. Protect existing floors, walls, ceilings, etc. where called out to remain. Flooring protection will consist of 6 mil visqueen and masonite with taped joints for a minimal requirement. Additional protection may be required where needed.
22. Provide wood backing and support at partitions and pass through doors as may be required. This includes drilling into the supports at the head.
23. Prime Contractor shall coordinate all shop submittals, dimensions and delivery of doors and hardware as required to provide for the complete installation of all doors, frames and hardware.
24. Furnish and install plywood backing for all telephone panels.
25. Hollow metal frames and hollow metal doors shall be shop primed in accordance with the specification.
26. Install only all 14 gauge bent plate per roofing details.
27. This Prime Contractor is responsible for any damages to hollow metal doors, wood doors and frames and/or any other items included in this Prime Contract which may occur during shipment.
28. This Prime Contractor shall provide complete sets of approval door and frames schedules, shop drawings and details to the Construction Manager as required for their use, information and coordination.
29. This Prime Contractor shall provide reinforcing of frames as required to receive hardware.
30. This Prime Contractor shall provide temporary metal spreader bars welded on frames.
31. Delivery on site of all doors and frames shall be in accordance with the requirements of the Construction Manager and shall be in proper sequence to meet job requirements. This Prime Contractor shall provide for the following schedule as part of the Prime Contract:
 - a. Initial shop drawing submittal for approval – two weeks after letter of intent.
 - b. Any samples of material as outlined within the specifications – two weeks after award of Prime Contract.
 - c. Manufacturer's literature as outlined within the specifications – two weeks after award of Prime Contract.
 - d. Fabrication and delivery of frames – four to six weeks; and doors – four weeks after approval of shop drawings and receipt of approved hardware schedule.
32. All hollow metal work and wood doors with appropriate installation, adjustment instructions, templates and anchors as required for a complete installation.



33. Provide a schedule of doors and frames using same reference numbers for details and openings as those in the contract documents. Supplier shall mark each door and frame by the opening number shown in the contract documents. Doors and frames which have no opening numbers indicated are to be marked by the area, level and room number noted on the drawings.
34. Machine all doors to receive hardware.
35. Wood doors are to be palletized, individually wrapped for protection and delivered during dry and favorable weather conditions.
36. All wood doors are to be factory finished.
37. Frames and doors delivered are to be marked per the openings/door schedule in the Contract Documents.
38. Provide labor and material to complete the work as described in the drawings and specifications.
39. Furnish and install **overhead coiling doors** complete with jambs, sills and hardware shown and specified. Furnish and install complete with related accessories and fasteners as required for a complete installation. Power, smoke, fire and alarm wiring, if required, will be completed by others.
40. Finish and install hardware for all hollow metal and wood doors, including but not limited to, hinges, pivots, locksets, closures, stops and holders, push, pulls, kickplates, electric strikes, hold open devices, flushbolts, automatic flushbolts, coordinators, thresholds, exit devices, sound and weather-stripping, cylinders and other related items or accessories as required to properly complete the work. All hardware to be properly packed, labeled and marked separately for immediate sorting and installation.
41. Provide master key, grand master key and system to be approved by the Owner and Architect.
42. All cylinders shall be keyed to the grand master. Prime Contractor shall provide cylinders for all aluminum and FRP doors.
43. Identify and label hardware by door opening number in accordance with hollow metal door frame tag number established by the Architect.
44. This Contractor shall coordinate and provide cutouts for all security devices which will be recessed into the frames and doors and include for any cable or conduit holes and raceways. These security devices will be provided by others.
45. Prior to installation, samples of all materials scheduled to be used will be submitted by Prime Contractor through the Construction Manager to the Architect for approval.
46. Protect installed work until final acceptance by the Owner. Prime Contractor is responsible for the maintenance and removal of temporary protection.
47. Furnish and install all **Visual Display Boards** including tack boards, chalkboards, marker boards and display cases shown on the drawings and specifications. Coordinate this installation with floor and paint finishes.
48. Furnish and install all **acoustical wall panels** as identified per drawings and specifications.



49. Furnish and install all **toilet and bath accessories** as identified per drawings and specifications.
50. Furnish and install all **Solid Plastic Toilet Partitions** per drawings and specifications for a complete installation.
51. Furnish and install all **Cubicle Curtains** per drawings and specifications for a complete installation.
52. Furnish and install any/all trophy cabinets, display cabinets required per drawings and specifications.
53. Furnish and install concealed building insulation over wood framing, metal framed walls and partition assemblies as required, per drawings and specifications.
54. Protect materials from damage until final acceptance by Owner.
55. Provide final cleaning of installed work as specified.
56. Provide pre-construction rough opening data and field verify openings.
57. Verify the preferred keyway with the Owner as part of the submittal process. Provide labor, material and equipment to complete the casework work as described in the drawings and specification.
58. Include floor protection during the installation of your work.
59. MEP demolition will be performed by the respective trade contractors not by the General Trades contractor
60. Provide labor and material to complete the **Metal Lockers** work as described in the drawings and specification..
61. Furnish and install lockers in sizes, colors and quantities shown and/or specified
62. Furnish and install lockers and locker room benches complete with corridor locker bases constructed of 2x4's with plywood, all related metal trim, blocking, fasteners, anchors, frames, doors, hinges, louvered vents, latches, end panels, center dividers, concealed framing, closures, hoods, fasteners, rods, integral bases, number plates, shelves, fillers, handles, combination locks or padlock lugs where specified and related accessories are required for a complete installation. Lockers in the locker and shower rooms scheduled for masonry bases is by the Masonry Prime Contractor.
63. Protect materials from damage until final acceptance by Owner.
64. Provide final cleaning of installed work as specified.
65. Provide pre-construction rough opening data and field verify openings.
66. Verify the preferred keyway with the Owner as part of the submittal process.
67. Furnish and install ADA lockers as designed and per code.
68. Provide lockers with factory applied paint finish up to six (6) colors.
69. This Prime Contractor is responsible to furnish and install all bench tops and fixed pedestals as specified for a complete system.
70. Furnish shop drawings within two weeks after receipt of a Letter of Intent.
71. Furnish extra locker materials as specified.
72. Provide labor, material and equipment to complete the **Gymnasium/Athletic Equipment** work as described in the drawings and specification.



73. Provide all sleeves, anchors, trim and accessories necessary to complete each installation
74. Provide labor, material and equipment to complete the Telescopic **Bleachers** work, aluminum bleachers as well as the bleachers of the pool deck as described in the drawings and specification, for a complete installation. See Also Alternate G-2
75. This Prime Contractor is to verify and coordinate with the Athletic Flooring Prime Contractor the capability of the bleachers resting on the finished athletic flooring in the gymnasium.
76. Provide labor, material and equipment to complete the **Manufactured Casework** work as described in the drawings and specification.
77. Include floor protection during the installation of your work.
78. Furnish and install all manufactured/plastic laminate clad wood cabinets and countertops per drawings and specifications.
79. Coordinate any in wall backing with General Trades Prime Contractor and construction manager.
80. Prime Contractor is to furnish and install any wall blocking, fasteners, adhesives, supports, etc. for a complete installation. If supports are visible after installation, they are to be finished to match finished or adjacent products.
81. All products scheduled to be installed are to be prefinished prior to installation including, but not limited to wood, laminates, etc. Any touch-up due to installation is part of this contract at no additional cost to the Owner.
82. Furnish shop drawings within two weeks after receipt of Letter of Intent.
83. Provide labor, material, equipment and supervision and all related items to provide a complete and functional **passenger elevator** system in strict accordance with the drawings and specifications.
84. Coordinate the elevator installation with other trades.
85. Provide all miscellaneous steel required to be placed by the mason contractor. FOR ELEVATOR
86. Coordinate all electrical requirements with the electrical contractor.
87. Provide shop drawings within three weeks of contract award.
88. This contractor is responsible for all Elevator Permit submissions and Approvals, inspections and required tests including obtaining the final elevator "Use Permit".
89. This contractor is responsible for all fire safing, fire stopping and fire dampers related to the elevator work.
90. This contractor is responsible for all cutting, patching, removal and replacement of all materials necessary for the performance of the elevator work. Excavation and concrete by others.



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. 78th 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**

Initial Here


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

READ AND INITIAL


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 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).



AIA[®] Document G702/Cma[™] - 1992

Application and Certificate for Payment

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

FROM: R.J. Ridolfi Company
200 S. Park Ave.
Lake Villa, Illinois 60046

PROJECT: GBS Natatorium
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: 0721510RJRID - General Trades
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 \$ 1,379,700.00
2. Net change by Change Orders \$ 71,745.55
3. CONTRACT SUM TO DATE (Line 1+2) \$ 1,451,445.55
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$ 1,435,899.31

5. RETAINAGE:

- a. 5.2% of Completed Work
(Column D + E on G703) \$ 74,562.74
 - b. 0.0% of Stored Material
(Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 74,562.74
6. TOTAL EARNED LESS RETAINAGE \$ 1,361,336.57
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,348,652.87
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 12,683.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 90,108.98

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$89,833.60	\$(26,992.05)
Total approved this Month	\$8,904.00	\$0.00
TOTALS	\$98,737.60	\$(26,992.05)
NET CHANGES by Change Order		\$ 71,745.55

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: R.J. Ridolfi Company

By: Richard Ridolfi Date: October 05, 2009

State of: Wisconsin County of: Kenosha

Subscribed and sworn to before me this October 05, 2009

Notary Public: Don Ridolfi

My Commission expires: 04/03/11

State of Wisconsin, County of Kenosha

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 \$ 12,683.70
(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.

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