EXHIBITS

TO

DESIGN-BUILD AGREEMENT BETWEEN

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

TISHMAN CONSTRUCTION CORPORATION OF ILLINOIS

2013 SCHOOL INVESTMENT PROGRAM PROJECT NUMBER 05 CONTRACT NUMBER PS1967

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel Chairman

Erin Lavin Cabonargi Executive Director

Public Building Commission Room 200 Richard J. Daley Center 50 West Washington Street Chicago, Illinois 60602 312-744-3090 www.pbcchicago.com

JULY 2013

- Complete the design for the Project and solicit Commission and User Agency reviews and approvals. Complete analysis of all Project requirements, including verification of the Scope and Performance Criteria, concept design, regulatory requirements, the conditions of the site and the survey. Consult with the Commission and Using Agency to establish the final design.
- 2. Provide design documents for written approval at the completion of Design Development, and Construction Documents as identified in Book 1, Article 3.
- 3. Provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Commission and User Agency review.
- 4. Prepare and professionally seal documents that will be issued by for regulatory reviews, approvals and permits. Conduct reviews and submit for review/permits with required regulatory agencies, including, but not limited to, Department of Buildings, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Office of Emergency Management and Communications, and Illinois Environmental Protection Agency. Conduct and prepare a code analysis package and/or Code Matrix, including, but not limited to, the following components:
 - a. Occupancy classification.
 - b. Construction type.
 - c. Occupant load by area and floor.
 - d. Travel distances.
 - e. Accessibility.
 - f. Exit types, units and widths.
 - g. Plumbing fixture counts.
 - h. Loading berths and parking requirements.
 - i. Fire resistance requirements.
- Facilitate a Lessons Learned walk-thru of recently constructed projects as necessary with the Commission and User Agency. Document and issue for Commission and User Agency Approval a record of improvements and variations to be incorporated into design.
- Coordination and support in the form of information, including but not limited to narratives, specifications, and drawings concerning the design, installation and operation of Building Automation Systems (BAS) to the Commission's independent BAS Commissioning Authority. (IF APPLICABLE)
- 7. Facilitate and document a Sustainable Design Plan for Commission and User Agency approval and provide follow up sessions as directed by the Commission Representative. The purpose of the Plan and meetings are to develop the appropriate design strategies and confirm that the Project's target LEED rating of silver is achievable for all project phases, and make alternative plans as required. Plan shall include LEED Checklist and narratives, including all LEED detail. (IF APPLICABLE)
- 8. Provide an energy simulation model using the DOE II Modeling Software. (IF APPLICABLE)





- Preparation of Proposed Public Right of Way Amendment Plan and other documents necessary to illustrate any required amendments to the public right of way. (IF APPLICABLE)
- 10. Preparation of CDOT coordination drawings to the extent required by the Commission and CDOT to coordinate site work with planned improvements by the City of Chicago and CDOT. (IF APPLICABLE)
- 11. As required, prepare Request for Clarification submittals for the Commission or User Agency questions.
- 12. Preparation of storm water analysis and management proposal. (IF APPLICABLE)
- 13. Issuance of a zoning analysis package (if required).
- 14. Provide a utility coordination and public infrastructure plan. Administer a design phase and construction phase utility coordination meeting including but not limited to the following participants. (IF APPLICABLE)
 - a. Using Agency
 - b. Public Building Commission
 - c. Com Ed
 - d. Peoples Gas
 - e. AT&T
 - f. Comcast
 - g. Office of Emergency Management and Communications
 - h. Department of Water Management
 - i. Bureau of Electricity
- 15. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for <u>Commission and User</u> <u>Agency review and approval</u>. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment. (IF APPLICABLE)
- 16. Develop a hardware and device location plan <u>for Commission and User Agency</u> <u>review and approval.</u> (IF APPLICABLE)
- 17. Develop a signage plan and specifications for <u>Commission and User Agency review</u> <u>and approval.</u> (IF APPLICABLE)
- Certification of Compliance with Commission's Design Checklists submitted as part of the Book 3, Project Requirements of the Scope and Performance Criteria. (IF APPLICABLE)



- 19. Prepare and Submit for use by the Commission an Inspection and Testing Plan ten (10) days prior to any site construction activities. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate in the project Specifications shall be identified by specification section number. The Authorized Commission Representative upon request can provide a sample Inspection and Testing Plan for use. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project. The Inspection and Testing Plan must provide for:
 - a. Verification of responsibilities for providing inspections, tests and certificates
 - b. Scope of services for the testing and inspection services RFQ.
 - c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
- 20. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2A, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer shall issue MEP coordination documentation to the Commission for review. Architect Engineer shall coordinate and resolve:
 - a. Space requirements between trades and/or disciplines.
 - b. Space requirements and access for maintenance and replacement all MEP equipment.
 - c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
 - d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
 - e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team.
 - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - ii. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
 - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.



- iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
- v. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
- 21. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be a represented by a composite device/service schedule that cross references the appropriate interface points.
- 22. Architect Engineer shall provide no less than 12 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replace before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect Engineer's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
- 23. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project. (IF APPLICABLE)
- 24. Architect Engineer to conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
 - a. The Design Builder is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
- 25. Submittal, Record Document and Close requirements set forth in Book 2A, Standards Terms and Conditions Procedures Manual for Design Build Projects.

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EXHIBIT 2 – SCOPE AND PERFORMANCE CRITERIA

Design Builder acknowledges receipt of the June 3, 2013 School Investment Program Scope and Performance Criteria for all schools in Project 5. This document and the Construction Drawings and Specifications listed herein, including the noted exceptions/clarifications shown on Exhibit 3 form the basis for the Scope of Work for Project 5.

Delano Elementary 3937 West Wilcox Street Drawing Log AltusWorks/Larson Engineering

Sheet #	Sheet Title	Revision / Delta #	Date	Description
G0.0	Title Sheet	3	6/13/2013	Issued for Permit & Construction
G1.0	General Notes, Sheet Index, Abbreviation List, Symbol List	3	6/13/2013	Issued for Permit & Construction
A1.1	First Floor Plan	3	6/13/2013	Issued for Permit & Construction
A1.2	Second Floor Plan	3	6/13/2013	Issued for Permit & Construction
A1.3	Third Floor Plan	3	6/13/2013	Issued for Permit & Construction
A1.1A	First Floor Plan - Module A	3	6/13/2013	Issued for Permit & Construction
A1.1B	First Floor Plan - Module B	3	6/13/2013	Issued for Permit & Construction
A1.1C	First Floor Plan - Module C	3	6/13/2013	Issued for Permit & Construction
A1.1D	CPC First Floor Plan	3	6/13/2013	Issued for Permit & Construction
A1.2A	Second Floor Plan - Module A	3	6/13/2013	Issued for Permit & Construction
A1.2B	Second Floor Plan - Module B	3	6/13/2013	Issued for Permit & Construction

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A1.2C	Second Floor Plan - Module C	2	6/13/2013	Issued for Permit & Construction
A1.3A	Third Floor Plan - Module A	2	6/13/2013	Issued for Permit & Construction
A1.3B	Third Floor Plan - Module B	2	6/13/2013	Issued for Permit & Construction
A1.3C	Third Floor Plan - Module C	2	6/13/2013	Issued for Permit & Construction
A1.4	Overall Roof Plan	3	6/13/2013	Issued for Permit & Construction
A1.4A	Roof Plan - Module A	2	6/13/2013	Issued for Permit & Construction
A1.4B	Roof Plan - Module B	2	6/13/2013	Issued for Permit & Construction
A1.4C	Roof Plan - Module C	2	6/13/2013	Issued for Permit & Construction
A1.4D	CPC Roof Plan	3	6/13/2013	Issued for Permit & Construction
A6.1	Enlarged Plans	2	6/13/2013	Issued for Permit & Construction
A8.2	Interior Signage Schedule and Details	2	6/13/2013	Issued for Permit & Construction
FS1	Serving Line	3	6/13/2013	Issued for Permit & Construction
FS2	Serving Line	3	6/13/2013	Issued for Permit & Construction
M0.0	Mechanical Symbols and Abbreviations		6/13/2013	Issued for Permit & Construction
M1.1A	First Floor Mechanical Plan Module A	1	6/13/2013	Issued for Permit & Construction
M1.1B	First Floor Mechanical Plan Module B	-	6/13/2013	Issued for Permit & Construction
M1.2A	Second Floor Mechanical Plan Module A	_	6/13/2013	Issued for Permit & Construction
M1.2B	Second Floor Mechanical Plan Module B	-	6/13/2013	Issued for Permit & Construction
M1.2C	Second Floor Mechanical Plan Module C	_	6/13/2013	Issued for Permit & Construction
M1.4A	Roof Mechanical Plan Module A	_	6/13/2013	Issued for Permit & Construction
M1.4B	Roof Mechanical Plan Module B	_	6/13/2013	Issued for Permit & Construction





M1.4C	Roof Mechanical Plan Module C	_	6/13/2013	Issued for Permit & Construction
P0.0	Plumbing Symbols and Abbreviations	n/a	6/13/2013	Issued for Permit & Construction
P1.1A	First Floor Plumbing Plan - Module A	n/a	6/13/2013	Issued for Permit & Construction
P1.1B	First Floor Plumbing Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
P1.1C	First Floor Plumbing Plan - Module C	n/a	6/13/2013	Issued for Permit & Construction
P1.2A	Second Floor Plumbing Plan - Module A	n/a	6/13/2013	Issued for Permit & Construction
P1.2B	Second Floor Plumbing Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
P1.3A	Third Floor Plumbing Plan - Module A	n/a	6/13/2013	Issued for Permit & Construction
P1.3B	Third Floor Plumbing Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
P1.3C	Third Floor Plumbing Plan - Module C	n/a	6/13/2013	Issued for Permit & Construction
P1.4A	Roof Plumbing Plan - Module A	n/a	6/13/2013	Issued for Permit & Construction
P1.4B	Roof Plumbing Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
P1.4C	Roof Plumbing Plan - Module C	n/a	6/13/2013	Issued for Permit & Construction
E0.0	Electrical Symbols and Abbreviations	n/a	6/13/2013	Issued for Permit & Construction
E0.1	Electrical Symbols and Abbreviations	n/a	6/13/2013	Issued for Permit & Construction
E1.1A	First Floor Electrical Plan - Module A	n/a	6/13/2013	Issued for Permit & Construction
E1.1B	First Floor Electrical Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
E1.1C	First Floor Electrical Plan - Module C	n/a	6/13/2013	Issued for Permit & Construction
E1.2A	Second Floor Electrical Plan - Module A	n/a	6/13/2013	Issued for Permit & Construction
E1.2B	Second Floor Electrical Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
E1.2C	Second Floor Electrical Plan - Module C	n/a	6/13/2013	Issued for Permit & Construction

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E1.3A	Third Floor Electrical Plan - Module A	n/a	6/13/2013	Issued for Permit & Construction
E1.3B	Third Floor Electrical Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
E1.3C	Third Floor Electrical Plan - Module C	n/a	6/13/2013	Issued for Permit & Construction
E1.4A	Roof Electrical Plan - Module A	n/a	6/13/2013	Issued for Permit & Construction
E1.4B	Roof Electrical Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
E1.4C	Roof Electrical Plan - Module C	n/a	6/13/2013	Issued for Permit & Construction
E4.1	Electrical Power Distribution One-Line Diagram	n/a	6/13/2013	Issued for Permit & Construction
E5.1	Electrical Schedules	n/a	6/13/2013	Issued for Permit & Construction

Ellington Elementary 243 North Parkside Avenue Drawing Log AltusWorks/Larson Engineering

Sheet #	Sheet Title	Revision / Delta #	Date	Description
G0.0	Cover Sheet	2	6/13/2013	Issued for Permit & Construction
G1.0	General Notes, Sheet Index, Abbreviation List, Symbol List	2	6/13/2013	Issued for Permit & Construction
A1.1	First Floor Plan	2	6/13/2013	Issued for Permit & Construction
A1.2	Second Floor Plan	2	6/13/2013	Issued for Permit & Construction
A1.3	Third Floor Plan	2	6/13/2013	Issued for Permit & Construction
A1.1A	First Floor Plan - Module A	2	6/13/2013	Issued for Permit & Construction



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A1.1B	First Floor Plan - Module B	2	6/13/2013	Issued for Permit & Construction
A1.1C	First Floor Plan - Module C	2	6/13/2013	Issued for Permit & Construction
A1.2A	Second Floor Plan - Module A	2	6/13/2013	Issued for Permit & Construction
A1.2B	Second Floor Plan - Module B	2	6/13/2013	Issued for Permit & Construction
A1.2C	Second Floor Plan - Module C	2	6/13/2013	Issued for Permit & Construction
A1.3A	Third Floor Plan - Module A	2	6/13/2013	Issued for Permit & Construction
A1.3B	Third Floor Plan - Module B	2	6/13/2013	Issued for Permit & Construction
A1.3C	Third Floor Plan - Module C	2	6/13/2013	Issued for Permit & Construction
A1.4A	Roof Plan - Module A	2	6/13/2013	Issued for Permit & Construction
A1.4B	Roof Plan - Module B	2	6/13/2013	Issued for Permit & Construction
A1.4C	Roof Plan - Module C	2	6/13/2013	Issued for Permit & Construction
A6.1	Enlarged Plans	2	6/13/2013	Issued for Permit & Construction
A8.2	Interior Signage Schedule and Details	2	6/13/2013	Issued for Permit & Construction
M1.2A	Third Floor Mechanical Plan Module A	n/a	6/13/2013	Issued for Permit & Construction
P0.0	Plumbing Symbols and Abbreviations	n/a	6/13/2013	Issued for Permit & Construction
P1.0C	First Floor Plumbing Plan - Module C	n/a	6/13/2013	Issued for Permit & Construction
P1.1B	Second Floor Plumbing Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
P1.2B	Third Floor Plumbing Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
P1.2C	Third Floor Plumbing Plan - Module C	n/a	6/13/2013	Issued for Permit & Construction
P1.3A	Roof Plumbing - Module A	n/a	6/13/2013	Issued for Permit & Construction
P1.3B	Roof Plumbing - Module B	n/a	6/13/2013	Issued for Permit & Construction

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P1.3C	Roof Plumbing - Module C	n/a	6/13/2013	Issued for Permit & Construction
E0.0	Electrical Symbols and Abbreviations	n/a	6/13/2013	Issued for Permit & Construction
E0.1	Electrical Symbols and Abbreviations	n/a	6/13/2013	Issued for Permit & Construction
E1.1B	First Floor Electrical Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction
E1.3A	Third Floor Electrical Plan - Module A	n/a	6/13/2013	Issued for Permit & Construction
E1.3B	Third Floor Electrical Plan - Module B	n/a	6/13/2013	Issued for Permit & Construction

Gregory (18230) Academy 3715 W. Polk St., Chicago, IL 60624 Drawing Log AltusWorks/Larson Engineering

Sheet #	Sheet Title	Revision / Delta #	Date	Description
G0.0	Cover Sheet	2	6/13/2013	Issued for Permit & Construction
G1.0	General Notes, Sheet Index, Abbreviation List, Symbol List	2	6/13/2013	Issued for Permit & Construction
n/a	Survey - For Reference Only	-	-	-
AS.1	Architectural Site Plan	-		-
ADA.04	Accessible Parking Details	n/a	10/26/2011	CPS Control Rev 11
ADA.05	Ramp Floor Plans & Elevations	n/a	10/26/2011	CPS Control Rev 11
ADA.06	Ramp & Threshold Details	n/a	10/26/2011	CPS Control Rev 11
ADA.07	Stair Details, Detectable Warning & Threshold Details	n/a	10/26/2011	CPS Control Rev 11
ADA.08	Typ.Mounting Heights, Locaker & Door Details	n/a	10/26/2011	CPS Control Rev 11

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ADA.09	Casework Details	n/a	10/26/2011	CPS Control Rev
ADA.15	Drinking Fountain Details	101	-	-
ADA.17	Vertical Platform Lift Details	<u></u>	-	-
ADA.18	Elevator Details	- 11		
ADA.20	Accessible Window, Fire Extinguiser & Elec. Mounting Detail	n/a	10/26/2011	CPS Control Rev 11
A1.0A	Overall Basement Floor Plan - Module A	-	-	_
A1.0B	Overall Basement Floor Plan – Module B	-	-	-
A1.0C	Overall Basement Floor Plan - Module C	-	-	-
AS.1	Architectural Site Plan	2	6/13/2013	Issued for Permit & Construction
A1.1A	Overall First Floor Plan - Module A	2	6/13/2013	Issued for Permit & Construction
A1.1B	Overall First Floor Plan - Module B	2	6/13/2013	Issued for Permit & Construction
A1.1C	Overall First Floor Plan - Module C	2	6/13/2013	Issued for Permit & Construction
A1.2A	Overall Second Floor Plan - Module A	2	6/13/2013	Issued for Permit & Construction
A1.2B	Overall Second Floor Plan - Module B	2	6/13/2013	Issued for Permit & Construction
A1.2C	Overall Second Floor Plan - Module C	2	6/13/2013	Issued for Permit & Construction
A1.3A	Overall Third Floor Plan - Module A	2	6/13/2013	Issued for Permit & Construction
A1.3B	Overall Third Floor Plan - Module B	2	6/13/2013	Issued for Permit & Construction





A1.3C	Overall Third Floor Plan - Module C	2	6/13/2013	Issued for Permi & Construction
A1.4C	Overall Attic Plan - Module A	2	0/13/2013	d construction
A1.4C	Overall Accie Platt - Module A	-	-	- Issued for Perm
A3.0	Enlarged Floor Plans	2	6/13/2013	& Construction
A3.0		2	0/13/2013	& COnstruction
				Issued for Perm
A3.1	Enlarged Exterior Ramp Plans	2	6/13/2013	& Construction
A3.2	Accessible Assembky Seating Details	-		-
A3.3	Enlarged Plans	-		-
A8.1	Exterior Signage Schedule and Details, Door and Frame Types	2	6/13/2013	Issued for Perm & Construction
A8.2	Not Used	_	_	-
A8.3	Accessible Mounting Heights	2	6/13/2013	Issued for Perm & Construction
A8.4	Accessible Stall and Drinking Fountain Details	2	6/13/2013	Issued for Perm & Construction
A8.5	Elevator & Lift Details	-	-	_
K-1	Kitchen Serving Line Layout, Equipment List & Notes	2	6/13/2013	Issued for Perm & Construction
K-2	Kitchen Serving Line Layout & Schedules	2	6/13/2013	Issued for Perm & Construction
S0.0	General Notes	2	6/13/2013	Issued for Perm & Construction
S1.1A	First Floor Plan	2	6/13/2013	Issued for Perm & Construction
\$3.0	Enlarged Plans & Details	2	6/13/2013	Issued for Perm & Construction
M0.0	Mechanical Symbols and Abbreviation	2	6/13/2013	Issued for Perm & Construction

M1.1A	First Floor Mechanical Plan - Module A	2	6/13/2013	Issued for Permit & Construction
M1.1C	First Floor Mechanical Plan - Module C	2	6/13/2013	Issued for Permit & Construction
M1.2C	Second Floor Mechanical Plan - Module C	2	6/13/2013	Issued for Permit & Construction
M1.3C	Third Floor Mechanical Plan - Module C	2	6/13/2013	Issued for Permit & Construction
P0.0	Plumbing Symbols and Abbreviations	2	6/13/2013	Issued for Permit & Construction
P1.0A	Basement Plumbing Plan - Module A	2	6/13/2013	Issued for Permit & Construction
P1.0B	Basement Plumbing Plan - Module B	2	6/13/2013	Issued for Permit & Construction
P1.0C	Basement Plumbing Plan - Module C	2	6/13/2013	Issued for Permit & Construction
P1.1A	First Floor Plumbing Plan - Module A	2	6/13/2013	Issued for Permit & Construction
P1.1C	First Floor Plumbing Plan - Module C	2	6/13/2013	Issued for Permit & Construction
P1.2C	Second Floor Plumbing Plan - Module C	2	6/13/2013	Issued for Permit & Construction
P1.3C	Third Floor Plumbing Plan - Module C	2	6/13/2013	Issued for Permit & Construction
E0.0A	Electrical Symbols and Abbreviations	2	6/13/2013	Issued for Permit & Construction
E0.0B	Electrical Symbols and Abbreviations	2	6/13/2013	Issued for Permit & Construction

ED1.1A	First Floor Electrical Demolition Plan - Module A	2	6/13/2013	Issued for Permit & Construction
ED1.1B	First Floor Electrical Demolition Plan - Module B	2	6/13/2013	Issued for Permit & Construction
ED1.1C	First Floor Electrical Demolition Plan - Module C	2	6/13/2013	Issued for Permit & Construction
ED1.2A	Second Floor Electrical Demolition Plan - Module A	2	6/13/2013	Issued for Permit & Construction
ED1.2B	Second Floor Electrical Demolition Plan - Module B	2	6/13/2013	Issued for Permit & Construction
ED1.2C	Second Floor Electrical Demolition Plan - Module C	2	6/13/2013	Issued for Permit & Construction
ED1.3A	Third Floor Electrical Demolition Plan - Module A	2	6/13/2013	Issued for Permit & Construction
ED1.3B	Third Floor Electrical Demolition Plan - Module B	2	6/13/2013	Issued for Permit & Construction
ED1.3C	Third Floor Electrical Demolition Plan - Module C	2	6/13/2013	Issued for Permit & Construction
E1.0A	Basement Electrical Power Plan Module A	2	6/13/2013	Issued for Permit & Construction
E1.1A	First Floor Electrical Power Plan - Module A	2	6/13/2013	Issued for Permit & Construction
E1.1B	First Floor Electrical Power Plan - Module B	2	6/13/2013	Issued for Permit & Construction
E1.1C	First Floor Electrical Power Plan - Module C	2	6/13/2013	Issued for Permit & Construction
E1.2A	Second Floor Electrical Power Plan - Module A	2	6/13/2013	Issued for Permit & Construction

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	Second Floor Electrical Power		Star Star	Issued for Permit
E1.2B	Plan - Module B	2	6/13/2013	& Construction
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E1.2C	Second Floor Electrical Power Plan - Module B	2	C/12/2012	Issued for Permit
L1.2C		2	6/13/2013	& Construction
	Third Floor Electrical Power			Issued for Permit
E1.3A	Plan - Module A	2	6/13/2013	& Construction
	Third Floor Electrical Power			Issued for Permit
E1.3B	Plan - Module B	2	6/13/2013	& Construction
54.95	Third Floor Electrical Power			Issued for Permit
E1.3C	Plan - Module C	2	6/13/2013	& Construction
	Attic Shertin LD			
E1.4A	Attic Electrical Power Plan - Module A	2	C/12/2012	Issued for Permit
L1.4A		2	6/13/2013	& Construction
	Attic Electrical Power Plan -			Issued for Permit
E1.4B	Module B	2	6/13/2013	& Construction
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	Attic Electrical Power Plan -			Issued for Permit
E1.4C	Module C	2	6/13/2013	& Construction
	First Floor Electrical Lighting		1 Vielensel	Issued for Permit
E2.1A	Plan - Module A	2	6/13/2013	& Construction
E2.1C	First Floor Electrical Lighting Plan - Module C	2	C/42/2042	Issued for Permit
L2.1C		2	6/13/2013	& Construction
	Second Floor Electrical			lagua d fan Dannik
E2.2A	Lighting Plan - Module A	2	6/13/2013	Issued for Permit & Construction
	Second Floor Electrical		-, 20, 2010	a construction
E1.2C	Lighting Plan - Module C	1	-	
14 - 14 - 14 - 14 - 14 - 14 - 14 - 14 -				
	Second Floor Electrical			Issued for Permit
E2.2C	Lighting Plan - Module C	2	6/13/2013	& Construction
FA 1	Electrical Power Distribution			Issued for Permit
E4.1	One-Line Diagram	2	6/13/2013	& Construction

E5.1	Electrical Schedules	2	6/13/2013	Issued for Permit & Construction
E6.0	Electrical Details		Contraction of the	
E6.1	Electrical Details			
E6.2	Electrical Details			
E6.3	Electrical Details			
E6.4	Electrical Details			
E6.5	Electrical Details			

Hefferan (18270) Elementary School 4409 W. Wilcox St., Chicago, IL 60624

Drawing Log BLDD/Melvin Cohen & Associates

Sheet #	Sheet Title	Revision / Delta #	Date	Description
G100	Cover Sheet	3	6/12/2013	GMP Set
D101	First Floor Demolition Plan	3	6/12/2013	GMP Set
D102	Second Floor Demolition Plan	3	6/12/2013	GMP Set
A101	First Floor Plan	3	6/12/2013	GMP Set
A102	Second Floor Plan	3	6/12/2013	GMP Set
A103	Enlarged Floor Plans	3	6/12/2013	GMP Set
A301	Roof Plans	3	6/12/2013	GMP Set
A302	Roof Details	3	6/12/2013	GMP Set
A401	Door Schedule, Room Finish Schedule	3	6/12/2013	GMP Set
A803	Enlarged Reflected Ceiling Plans	3	6/12/2013	GMP Set
FS1	Food Service Equipment Pan	3	6/12/2013	GMP Set
FS2	Food Service Electrical Plan	3	6/12/2013	GMP Set
M000	Mechanical symbols, Notes & Abbreviations	1	6/12/13	GMP
M100	First Floor Mechanical Plan	1	6/12/13	GMP
P000	Plumbing Symbols, Notes & Abbreviations	1	6/12/13	GMP
P101	First Floor Plumbing Plan	1	6/12/13	GMP
P102	Second Floor Plumbing Plan	1	6/12/13	GMP

	Electrical Symbols, Abbreviations &		a ser a tra	
E000	Notes	1	6/12/13	GMP
E101	First Floor Electrical Plan	1	6/12/13	GMP
E102	Second Floor Electrical Plan	1	6/12/13	GMP
	Partial One-line Riser Diagram,			1. S. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
E200	Details, and Schedules	1	6/12/13	GMP
E201	Electrical Details	1	6/12/13	GMP
E202	Electrical Details	1	6/12/13	GMP

May (18360) Elementary School 512 S. Lavergne Ave., Chicago, IL 60644 Drawing Log BLDD/Melvin Cohen & Associates

Sheet #	Sheet Title	Revision / Delta #	Date	Description
G100	Cover Sheet	3	6/12/2013	GMP Set
D101.1	First Floor Demolition Plan - West	3	6/12/2013	GMP Set
D101.2	First Floor Demolition Plan - East	3	6/12/2013	GMP Set
D101.3	Annex Demolition Plan	3	6/12/2013	GMP Set
D102.1	Second Floor Demolition Plan - West	3	6/12/2013	GMP Set
D102.2	Second Floor Demolition Plan - East	3	6/12/2013	GMP Set
D103.1	Third Floor Demolition Plan - West	3	6/12/2013	GMP Set
D103.2	Third Floor Demolition Plan - East	3	6/12/2013	GMP Set
A101.1	First Floor Plan - West	3	6/12/2013	GMP Set
A101.2	First Floor Plan - East	3	6/12/2013	GMP Set
A101.3	Annex Building Floor Plan	3	6/12/2013	GMP Set
A102.1	Second Floor Plan - West	3	6/12/2013	GMP Set
A102.2	Second Floor Plan - East	3	6/12/2013	GMP Set
A103.1	Third Floor Plan - West	3	6/12/2013	GMP Set
A103.2	Third Floor Plan - East	3	6/12/2013	GMP Set
A104	Enlarged Floor Plans	3	6/12/2013	GMP Set

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	Partial Building Elevations and			
A201	Details	3	6/12/2013	GMP Set
A301A	Roof Plan - West	3	6/12/2013	GMP Set
A301B	Roof Plan - East	3	6/12/2013	GMP Set
A301.1	Roof Plan - West	3	6/12/2013	GMP Set
A301.2	Roof Plan - East	3	6/12/2013	GMP Set
A401	Roof Finish Schedule & Door Schedule	3	6/12/2013	GMP Set
A700	Enlarged Plans, Elevations, & Schedules	3	6/12/2013	GMP Set
M000	General Notes, Symbol List and Abbreviations	1	6/12/2013	G.M.P.
M100	Basement Mechanical Plan	1	6/12/2013	G.M.P.
M101	First Floor Mechanical Plan	1	6/12/2013	G.M.P.
M102	Second Floor Mechanical Plan	1	6/12/2013	G.M.P.
M103	Third Floor Mechanical Plan	1	6/12/2013	G.M.P.
M104	Roof Mechanical Plan	1	6/12/2013	G.M.P.
P000	Plumbing Symbols, Notes & Abbreviations	1	6/12/2013	G.M.P.
P101	First Plumbing Plan	1	6/12/2013	G.M.P.
P102	Second Floor Plumbing Plan	1	6/12/2013	G.M.P.
P103	Third Floor Plumbing Plan	1	6/12/2013	G.M.P.
E000	Electrical Symbols, Abbreviations and Notes	1	6/12/2013	G.M.P.
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E102	Second Floor Electrical Plan	1	6/12/2013	G.M.P.
E103	Third Floor Plan	1	6/12/2013	G.M.P.
E200	Partial One-line Riser Diagram, Details, and Schedules	1	6/12/2013	G.M.P.
E201	Electrical Details	1	6/12/2013	G.M.P.
E202	Electrical Details	1	6/12/2013	G.M.P.

George W. Tilton (18530) School 223 N. Keeler Ave., Chicago, IL 60624 Drawing Log BLDD/Melvin Cohen & Associates

Sheet #	Sheet Ttitle	Revision / Delta #	Date	Description
G101	Cover Sheet	4	6/12/2013	GMP Set
A101A	Partial First Floor Plan - South	4	6/12/2013	GMP Set



A101B	Partial First Floor Plan - North	4	6/12/2013	GMP Set
A102A	Partial Second Floor Plan - South	4	6/12/2013	GMP Set
A102B	Partial Second Floor Plan - North	4	6/12/2013	GMP Set
A103A	Partial Third Floor Plan - South	4	6/12/2013	GMP Set
A103B	Partial Third Floor Plan - North	4	6/12/2013	GMP Set
A104A	Partial Fourth Floor Plan - South	4	6/12/2013	GMP Set
A301A	Partial Roof Plan - South	4	6/12/2013	GMP Set
A301B	Partial Roof Plan - North	4	6/12/2013	GMP Set
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A303	Roof Details	4	6/12/2013	GMP Set
A401	Door Schedule, Door and AC Unit Details	4	6/12/2013	GMP Set
A701	Enlarged Floor Plans & Demo Plans	4	6/12/2013	GMP Set
A702	Enlarged Floor Plans & Demo Plans	4	6/12/2013	GMP Set
	Plumbing Symbols, Notes &			
P000	Abbreviations	1	6/12/2013	G.M.P
P101	First Floor Plumbing Plan	1	6/12/2013	G.M.P
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P103	Third Floor Plumbing Plan	1	6/12/2013	G.M.P
P104	Fourth Floor Plumbing Plan	1	6/12/2013	G.M.P
P105	Plumbing Schedule & Details	1	6/12/2013	G.M.P
M000	Genral Notes, Symbol List and Abbreviations	1	6/12/2013	G.M.P
M001	Basement Mechanical Plan	1	6/12/2013	G.M.P
M101	First Floor Mechanical Plan	1	6/12/2013	G.M.P
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M103	Partial Third Floor Mechanical Plan	1	6/12/2013	G.M.P
M104	Fourth Floor Mechanical Plan	1	6/12/2013	G.M.P
M105	Partial Roof Mechanical Plan	1	6/12/2013	G.M.P
M106	Partial Roof Mechanical Plan	1	6/12/2013	G.M.P
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M201	Mechanical Schedules & Details	1	6/12/2013	G.M.P
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E102	Second Floor Electrical Plan	1	6/12/2013	G.M.P
E103	Third Floor Electrical Plan	1	6/12/2013	G.M.P
E104	Fourth Floor Electrical Plan	1	6/12/2013	G.M.P



E200	Partial One-line Riser Diagram, Details & Schedules	1	6/12/2013	G.M.P
E201	Electrical Details	1	6/12/2013	G.M.P
E202	Electrical Details	1	6/12/2013	G.M.P

Specifications Log AltusWorks/Larson Engineering Delano, Ellington & Gregory

SPECIFICATIONS - Delano, Ellington and Gregory Schools Package 5 PBC 2013 SIP

CPS Control Rev.: 09_10/17/12 PBC Control Rev.: 01_04/09/13 Project Rev.: A_06/07/13 Project Rev.: B_06/13/13

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23 34 13 Axial HVAC Fans 1_02/28/06
23 7 13 Diffusers, Registers, and Grilles1_02/28/06



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26 05 26 Grounding and Bonding for Electrical Systems 2_03/30/06
26 05 29 Hangers and Supports for Electrical Systems 1_02/28/06
26 05 33 Raceways and Boxes for Electrical Systems 3_04/13/09
26 05 53 Identification for Electrical Systems 2_03/30/06
26 24 16 Panelboards 2_02/28/06
26 27 26 Wiring Devices 2_12/04/08
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27 08 00 Commissioning of Communications 1_02/28/06
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- b. Supplemental LBP Assessment
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- d. Roof Report
- 3. Ellington Elementary
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Specifications Log BLDD/Melvin Cohen & Associates Hefferan, May & Tilton

<u>SPECIFICATIONS</u> - Gefferan, May & Tiltonry Schools Package 5 PBC 2013 SIP CPS Control Rev.: 09_10/17/12 Project Rev.: A_06/04/13

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23 05 05 Basic HVAC Materials and Methods 3_08/20/10

23 05 13 Common Motor Requirements for HVAC Equipment 1 02/28/06

23 05 16 Expansion Fittings and Loops for HVAC Piping 1_02/28/06

23 05 19 Meters and Gauges for HVAC Piping 3_08/20/10

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- a. Environmental Project Manual
- b. Supplemental LBP Assessment
- c. Roof Reports
- 2. May Elementary
- a. Environmental Project Manual
- b. Supplemental LBP Assessment
- c. Supplemental Asbestos Survey





EXHIBIT 3 – EXCEPTIONS/CLARIFICATIONS TO CONSTRUCTION DRAWINGS AND SPECIFICATIONS

Design-Builder acknowledges submission of Construction Drawings and Specifications as shown on Exhibit 2 and notes the following exceptions/clarifications;

PBC 2013 SCHOOL INVESTMENT PROGRAMS – PROJECT 5 CHICAGO, IL August 7, 2013

Basis of GMP

- 1. This GMP is based solely on the following information:
 - a. The Basis of GMP dated 8/7/13 supersedes all other contract documents.
 - b. Delano Elementary Issued For Permit and Construction Dated 06-13-13
 - c. Ellington Elementary Issued For Permit and Construction Dated 06-13-13
 - d. Gregory Elementary Drawings Issued for Permit and Construction Dated 06-13-13
 - e. Hefferan Elementary GMP Set 06-12-13
 - f. May Elementary GMP Set 06-12-12
 - g. Tilton Elementary GMP Set 06-12-13
 - h. SIP Project #5 Hefferan, May & Tilton Project Manual Dated 06-12-13
 - i. SIP Project #5 Delano, Ellington, Gregory Project Manual 06-13-13
- 2. All abatement work is included as an allowance.
- 3. We exclude any upgrades or revisions to existing conditions as may be mandated by code unless specifically called for on the documents.
- 4. The drawings include various typical details that may not be applicable to the required scope of work.
- 5. Indeterminant lead times of the unit ventilators, steam coils, and Gregory hand rail could cause these items and associated work to be completed after the substantial completion date.
- 6. We exclude a Design Contingency. All changes in scope will be additional work.
- 7. Allowances listed include labor, material, and equipment.
- 8. Schedule 'D' is being submitted incomplete. Additional information will be

submitted as soon as possible.

- 9. We include labor to remove and replace existing classroom furniture in order to complete our work. Removal of classroom related items attached to the walls or ceiling are not included and are to be removed by others.
- 10. Pertaining to MBE/WBE/Community hiring requirements we have and will continue to put forth our best efforts to reach the required goals. However, the nature and timeframe of this project may make attaining these goals difficult. Accordingly, our GMP is based on being held to a "best efforts" standard only.
- 11. Tishman expects to work overtime and shift work at various times and at certain schools to complete the project on schedule; we will require unlimited access to the facilities and not be interrupted by school activities during these times.
- 12. We have not included any costs associated with new utility service fees such as ComEd, AT&T, Nicor Gas, Comcast etc.
- 13. We have not included any city fees or permit costs.
- 14. General Exclusions
 - a. Loose furniture fixtures and equipment (FF&E)
 - b. Operating supplies and equipment (OS&E)
 - c. City Planning Costs and Legal Costs
 - d. Cost of financing
 - e. Utility Consumption Charges
- 15. Proposed Contract Modifications:

Design-Build Agreement

- Section 2.4.9, need to renumber, there are 2 sections numbered 2.4.9.
- Section 3.2.4, Owner's audit rights should not include lump sum prices, unit rates, established charges, fixed percentages or multipliers agreed to by the parties.
- Section 3.7.4, Tishman should be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, the Design-Builder's Fee, the Date of Substantial Completion and Date of Final Completion.
- Section 6.4, Tishman would like to discuss the inclusion of a liquidated damages provision, including a grace period and aggregate cap on the liquidated damages that may be incurred on the Project.
- Section 11.3, Tishman should not be responsible to cancel, discharge or otherwise bond off a lien claim filed due to the Owner's failure to provide timely payment under the Agreement.

Standard Terms and Conditions

- Section 3.01(8), injury or damage not the fault of Tishman should result in a day for day extension of time and additional compensation to extent Tishman has incurred additional costs as a result of any such injury or damage.
- Section 4.03(1), to the extent the Owner's disapproval of a subcontractor who is otherwise qualified to perform the work results in an increase in time and/or cost, the contract time and sum should be equitably adjusted.
- Section 4.03(8), Owner should provide notice prior to payment by joint check or payment to a subcontractor of Tishman so as not to violate Tishman's contract rights with its subcontractors.
- Section 5.01, the indemnity clause as written is overly broad. Indemnity should be limited to personal injuries, property damage (other than to the work itself) or wrongful death to the extent sustained or incurred as a result of Tishman's negligent or wrongful acts or omissions. Tishman should not be obligated to indemnify the Owner's design professionals.
- Section 5.03(1), delete last sentence. Tishman should not be required to provide its insurance policies to Owner.
- Section 10.3(1), delays not the fault of Tishman should result in a day for day extension of time and additional compensation to extent Tishman has incurred additional costs as a result of any delay.
- Section 10.3(5) (h), Tishman should be able to dispute any decisions by the Commission Representative relating to a request for a Time Extension.
- Section 10.04, Tishman would like to discuss the inclusion of a liquidated damages provision, including a grace period and aggregate cap on the liquidated damages that may be incurred on the Project.
- Section 15.08(2) (should be renumbered to 15.07); audit rights should not include lump sum prices, unit rates, established charges, fixed percentages or multipliers agreed to by the parties in the Contract Documents.
- Section 16.06(1), Tishman would like to clarify this provision. In addition, General Conditions should not be subject to retention, only sums due to Trade Contractors should be subject to retention.
- Section 16.13, Tishman should not be responsible to cancel, discharge or otherwise bond off a lien claim filed due to the *Owner's* failure to provide timely payment under the Agreement.

Other Comments:

 Tishman would like to include an aggregate liability clause, limiting our liability to a percentage of the amount of Fee paid as agreed between the parties, plus all available insurance proceeds.

TRADE SPECIFIC CLARIFICATIONS (all schools)

1. Division 2 – Site Construction & Abatement

- a. We have not included demolition or removal of unforeseen or buried foundations.
- b. All soil haul-off is to be sent to a subtitle D landfill.
- c. Foundation excavation to design subgrade only.
- d. Includes lawn restoration for installation of new ADA ramp.

2. Division 3 - Concrete

a. We assume the footings for the ramp extend to frost wall depth only.

3. Division 4 - Masonry

- a. Brick and mortar will be provided to match as close as possible.
- b. In the event matching glazed tile cannot be obtained to meet project schedule, alternate available materials will be provided.
- c. Assumes reusing existing cut stone caps & trims.

4. Division 5 – Metals

a. Gregory – Exterior handrail is included as painted steel rather than stainless steel to alleviate lead time.

5. Division 6 – Wood & Plastics

- a. Any existing substrates scheduled for reuse must be adequate to do so. No additional costs have been included to repair substrates.
- b. All millwork items identified to be repaired or replaced will match existing conditions as close as possible.
- c. We include plastic laminate base cabinets and plastic laminate tops in the engineering lab.

6. Division 7 – Thermal & Moisture Protection

- a. Roof work includes standard 1 year warranty only.
- b. Our roofing consultant, IRCA, has recommended the replacement of the entire roof on their final report for Hefferan Elementary. Our base bid includes only the replacement of 50% of the roof as noted on the Concord scope dated 6/3/13. An alternate can be provided for the full replacement.
- c. No deck replacement is included.

7. Division 8 – Doors & Windows / Glass & Glazing

- a. We have not included any cost for glazing removal or installation of the new AC units; it is assumed that this is by the PBC's approved AC contractor.
- b. No special provision has been included to coordinate new locksets with existing keying plan.
- c. All glazing for cabinets and transoms are 1/4" clear tempered fixed lites.

8. Division 9 – Finishes /Tile / Flooring / Acoustical Ceiling

a. We have included a maximum of 20% accent color for the painting of all surfaces.





- b. Carpet is included at a \$20/sy material allowance.
- c. Repairs and or replacement finishes for all flooring system may not match existing finish.
- d. Acoustic ceiling tiles will be matched as closely as possible.
- e. Plaster patching is included as part of the abatement allowance.
- f. May We have included cutting and patching of the ceiling to install gas piping shown on sheet M101.
- g. The acoustical panels in the Hefferan gym ceiling are excluded. Tests have concluded that the material is not lead-based, and therefore this GMP includes the cost to prep and paint only.

9. Division 9 - Paints & Coatings

Per Arthur Del Muro's direction dated 6/20/13 sent via e-mail:

All Design Builders including AORs All Project PMs, DAs, and APMs

Please note the following intended to clarify the current scope of work associated with painting throughout the portfolio of projects:

PAINTING:

A. The scope of work associated with painting is required to comply with the following conditions:

- CLASSROOMS, LIBRARIES, LABS, OFFICES AND SIMILAR SPACES CURRENTLY SHOWN IN THE SCOPES AS REQUIRING PAINT: These spaces are required to be painted in their entirety. All painted surfaces are to be painted as part of this work. This includes walls, ceilings, and all associated painted trim. Door frames are excluded unless the scope specifically calls for them to be painted.
- 2. CORRIDORS, GYMNASIUMS, AUDITORIA, LUNCHROOMS CURRENTLY SHOWN IN THE SCOPES AS REQUIRING PAINT: EXCEPT WHERE THE SCOPE SPECIFICALLY REQUIRES PAINTING OF THE ENTIRE SPACE EITHER IN DESCRIPTION OF THE WORK OR BY THE ASSOCIATED QUANTITY INDICATED FOR THE WORK, these spaces shall be selectively painted only within the surface plane of the area indicated in the scope to be painted. The painting scope in these areas will extend in all directions to the nearest changes in plane. Plane changes may include inside/outside corners, continuous trim elements, continuous raceways, expansion/control joints, or any other element that creates a continuous division between the subject area to be painted and any other adjacent surface. The extent of painting must be such that there are no "paint lines" where new paint meets existing.





3. INCIDENTAL PAINTING REQUIRED WHERE PAINTING IS NOT CURRENTLY IN THE SCOPE OF WORK: Selective painting that is required to correct damage to a paint finish that occurs in the course of any contractor's work shall cover the entire subject wall including any insets such as window niches.

B. The color selection for painting in all spaces shall comply with the following:

- 1. COLOR PALETTE SELECTION FOR ITEMS A-1 AND A-2 (ABOVE): The AOR is required to select TWO of the five color palettes provided by CPS to present to the School's Principal. The School's Principal then has the option of selecting one of these two palettes OR request that the painting in specific spaces match the existing color.
- COLOR SELECTION FOR ITEM A-3 (ABOVE): The paint color for selective painting as described in Item A-3 shall always match the existing conditions of the subject wall.

Please advise us immediately if you require any further clarification of this issue.

10. Division 10 – Specialties

a. Lockers are not included at any schools

11. Division 11 - Equipment

- a. We have not included any costs associated with relocating or cleaning of existing kitchen equipment.
- b. We have not included any refrigerators or freezers.
- c. All auditorium seats in the balcony are to be replaced at May.

12. Division 12 – Furnishings

- a. Any costs associated with the installation of equipment and furniture in the computer rooms is excluded. Wiring to the tables is included.
- b. Protection, removal, installation or security for CPS' monitors and computers is excluded.

13. Division 14 – Conveying Systems – Not Applicable

14. Division 15 – Mechanical / Plumbing / HVAC

- a. We have not included any costs associated with the procurement and installation of the AC units.
- b. Hefferan Old steam valve to remain in place
- c. Gas piping is not included at the MHFS
- d. Unit heaters and convector units are excluded at Tilton.

15. Division 16 - Electrical

- a. The fire alarm at Gregory is excluded.
- b. Per our Pre-GMP Submittal meeting of 6/20/13, we have included wiremold only in classrooms. Conduit will be used in all other areas.


- c. Per discussions of the week of 7/8/13, the following changes were made to the Electrical scope:
 - i) Delete all wiremold
 - ii) Low voltage cabling will be run free air in concealed spaces
 - iii) Delete IPad charging cart receptacles
 - iv) Add new panel CP-307 at May Elementary
 - v) Reuse existing circuits where possible for power

Scope Deletions

Per various meeting as direction that was received the week of 7/8/13, the following work was deleted from the Scope and therefore is excluded from the GMP:

General

- Delete all final cleaning. Tishman will wax the floors in room with all new flooring only.
- o Delete all temporary fencing.
- o The General Conditions are to be Lump Sum.

Delano

- Delete terrazzo patching
- Delete Roofing Work on Roofs 1, 2, 4, and 6, and delete cornice repair and sheet metal work
- Delete Kitchen Equipment and associated work
- Delete post-work roof drain rodding

Ellington

Delete Roofing Work

Gregory

- Delete tuckpointing
- Delete patching and refinishing of stage wood flooring
- Delete Kitchen Equipment and associated work

Hefferan

- Delete abatement and floor replacement in labs
- Delete abatement and ceiling replacement and light fixtures in labs
- Delete caulking work
- Delete new unit ventilators. Repair existing as an allowance.
- No work is included for repair of the Hefferan ceiling

May

- Delete tuckpointing
- Delete lintel replacement
- Delete all roofing work



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- Delete ceramic tile replacement
- Delete balcony seating work
- Delete new unit ventilators. Repair existing as an allowance.
- Delete post-work roof drain rodding
- Delete new lights in auditorium

Tilton

- Delete abatement and floor replacement in labs
- Delete steam coil replacement
- The value of the roofing work at Tilton remains the same, however it is understood that the scope will be revised the reflect the IRCA report, which is now in hand. The savings will remain in the GMP as a contingency at this time, and will be returned to PBC/CPS upon completion of the project.

EXHIBIT 4 - RESERVED

EXHIBIT 5 - DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM

Contract Number:	1967
Design – Builder:	TISHMAN
Project Number:	05

Cost of Construction	\$8,572,725.00
Cost of Design (Architect and Engineer) Fees	\$838,160.00
General Conditions	\$975,000.00
General Requirements	\$1,286,662.00
Design-Builder's Contingency	\$402,055.00
Design-Builder's Overhead and Fee	\$925,398.00

GUARANTEED MAXIMUM PRICE

\$13,000,000.00

	PBC School Investment Program Project Summary Chicago, IL	PBC School Proj C	PBC School Investment Program Project Summary Chicago, IL	rogram			
Description	Delano #18160	Ellington #18170	Gregory #18230	Hefferan #18360	May #18270	Tilton #18530	TOTAL
GENERAL REQUIREMENTS	\$208,285	\$56,660	\$165,445	\$83,165	\$210,085	\$182,245	288,206\$
ENVIRONMENTAL	\$330,804	\$3,654	\$236,057	\$117,360	\$225,747	\$169,680	\$1,083,302
CONCRETE	\$0	0\$	\$89,075	\$9,451	\$1,500	\$3,599	\$103,625
MASONRY	\$2,940	\$30,470	0\$	\$6,700	\$83,350	\$4,890	\$128,350
METALS	\$9,500	0\$	\$67,300	0\$	\$5,000	0\$	\$81,800
WOOD, PLASTICS & COMPOSITES	\$69,023	\$25,155	\$6,775	\$33,594	\$144,527	\$115,810	\$
THERMAL & MOISTURE PROTECTION	\$76,445	0\$	0\$	\$413,235	\$3,300	\$444,690	
DOORS, GLASS & GLAZING	\$41,050	\$19,276	\$44,494	\$14,667	\$28,206	\$5,510	
DRYWALL, ACT & PLASTER	\$88,283	\$1,742	\$38,551	0\$	\$15,361	\$6,000	
FLOORING	\$67,334	\$2,094	\$41,307	\$5,	\$10,584	\$35,000	
PAINTING	\$337,000	\$28,500	\$370,000		\$273,400	\$227,000	s
SPECIALTIES	\$56,006	\$1,495	\$63,378	\$25,276	\$15,693	\$24,245	
EQUIPMENT	\$31,221	0\$	\$31,221	\$31,221	0\$	0\$	
FURNISHINGS	0\$	\$0	0\$	0\$	\$20,000	0\$	
SPECIAL CONSTRUCTION	0\$	0\$	0\$	0\$	05	50	05
CONVEYING SYSTEM	0\$	0\$	0\$	0\$	\$0	\$0	\$0
FIRE PROTECTION	\$0	0\$	0\$	0\$	\$0	0\$	0\$
PLUMBING	\$86,213	\$85,100	\$112,200	\$129,300	\$170,700	\$277,553	\$861,066
HVAC	\$112,145	\$8,600	\$5,830		\$146,000	\$39,160	\$365,235
ELECTRICAL	\$434,338	\$263,415	\$840,274	40	\$288,891	\$374,270	\$2,561,070
SUB TOTAL	\$1,950,587	\$526,161	\$2,111,907	\$1,337,960	\$1,642,344	\$1,909,652	\$9,478,611
SUB GUARD	\$24,573	\$6,577	\$26,589	\$16,915	\$20,719	\$24.061	\$119,434
A & E FEES	\$107,857	\$76,606	\$194,147	\$106,900	\$131,300	\$132,200	\$749,010
ENVIRONMENTAL CONSULTANT	\$14,620	\$10,550	\$20,120	\$14,620	\$14,620	\$14,620	\$89,150
DESIGN CONTINGENCY	0\$	0\$	0\$	0\$	0\$	0\$	0\$
GENERAL CONDITIONS	\$162,500	\$162,500	\$162,500	\$162,500	\$162,500	\$162,500	\$975,000
CONSTRUCTION CONTINGENCY	\$79,637	\$27,384	\$88,567	\$57,894	\$69,534	\$79,039	\$402,055
BUILDERS RISK INSURANCE	\$4,710	\$1,620	\$5,238	\$3,424	\$4,112	\$4,675	\$23,779
GENERAL LIABILITY INSURANCE	\$25,960	\$9,550	\$28,760	\$19,140	\$22,790	\$25,780	\$131,980
PERFORMANCE & PAYMENT BOND	\$20,768	\$7,640	\$23,008	\$15,312	\$18,232	\$20,624	\$105,584
PERMITS (Excluded)	0\$	0\$	0\$	0\$	0\$	0\$	\$0
OVERHEAD	\$70,412	\$70,412	\$70,412	\$70,412	\$70,412	\$70,412	\$422,472
FEE	\$99,074	\$35,960	\$109,859	\$72,812	\$86,871	\$98,351	\$502,926
		+>>>	2011 110 64	43 241 106 41 877 880	320 202 63	43 641 013	000 000 213

General Conditions, Fee, and Overhead are Lump Sum.

Project Cost Summary

August 7, 2013

EXHIBIT 6 - RESERVED

- 1. COMPENSATION FOR DESIGN BUILD SERVICES
 - a. DESIGN PHASE SERVICES. The Design Builder shall be paid an amount that shall not exceed **\$838,160.00** for Design Phase Services in accordance with Article 7 of Book 1 and Exhibit 5.
 - b. DESIGN BUILDER'S OVERHEAD AND FEE. The Design Builder shall be paid a lump sum amount of overhead and fee of **\$925,398.00** in accordance with Article 7 of Book 1 and Exhibit 5.
- 2. DESIGN BUILDER'S COMPENSATION FOR CONSTRUCTION PHASE SERVICES
 - a. Design Builder shall be paid a lump sum of <u>\$975,000.00</u> as full compensation for General Conditions; and
 - b. an amount that shall not exceed **\$1,286,662.00** for General Requirements; and
 - c. an amount that shall not exceed **\$8,572,725.00** for Construction Costs as provided in Section 8.2 of Book 1 and Exhibit 5.

d. GENERAL CONDITIONS ITEMS.

The Design Builder's General Conditions Items includes compensation for the following work and services:

- .1 Management, Supervisory and Technical Personnel, including, without limitation:
 - .1 Project Executive
 - .2 Senior Project Manager, Project Manager
 - .3 Assistant Project Manager, Project Engineers
 - .4 MEP Coordinator
 - .5 General Field Superintendent, Senior Field Superintendent
 - .6 Field Superintendent, Assistant Superintendent
 - .7 Timekeeper
 - .8 Secretary, Clerical
 - .9 Accountant
- .2 General and administrative expenses for site office, including, without limitation:
 - .1 Project Office/Field Office
 - .2 Storage Trailers/Sheds
 - .3 Office Supplies Furniture & Equipment (Copier, Fax, Computers, Printers, Plotters)

- .3 Communication Equipment
 - .1 Telephone service including local calls and site telephone service.
 - .2 Mobile Phone Service
 - .3 Computer charges, including internet service.
- .4 Miscellaneous
 - .1 Parking, mileage and cab fares.
 - .2 Data processing costs related to the work.

e. GENRAL REQUIREMENTS REIMBURSEMENT ITEMS

Design Builder shall provide a schedule of values for the General Requirements Reimbursement items (General Requirements Schedule of Values), which General Requirements Schedule of Values shall be the basis of payment to the Design Builder for any such costs incurred. Design Builder shall submit invoices and/or contracts (including timesheets for work performed by Design Builder's own forces, if applicable) for all General Requirements Reimbursement Items with each monthly Payment Application to support the cost incurred for the previous month. The Design Builder's General Requirements Reimbursement Items shall include the following:

- .1 Building Layout and Elevation Benchmarks
- .2 Street Cleaning/Snow Removal
- .3 Pest Control
- .4 Access Road Maintenance
- .5 Construction Barricade Graphics
- .6 Temporary Utilities
 - .1 Temporary Gas Lines
 - .2 Temporary Energy Costs (Stated as an Allowance)
 - .3 Temporary Utility Enclosures
 - .4 Temporary Heat
 - .5 Temporary Water for Drinking
- .6 Safety
 - .1 Carpenters for Safety Maintenance
 - .2 Temporary Stair Maintenance
 - .3 Handrails and Toe Board Maintenance
 - .4 Safety Equipment
 - .5 Overhead Protection/Canopies
 - .6 First Aid Supplies
- .7 Watchman Services
- .8 Fences and Gates



- .9 General Cleaning and Disposal
 - .1 General Construction Cleaning
 - .2 Dumpster Container service, removal and disposal
 - .3 Floor Trash Buggies
 - .4 Labor for General Cleanup
- .10 Miscellaneous
 - .1 Monthly Construction Progress Photos
 - .2 Postage/Overnight mail/Messenger Service
 - .3 Out of Town Travel Expenses
 - .4 Temporary Toilets
 - .5 Copier Charges
 - .6 Bidding Document CD's and Revisions
 - .7 Long Distance Communications
- .11 Pre-Conditions Site Survey
- .12 Settlement Survey
- .13 Vibration Monitoring
- .14 Indoor Air Quality Monitoring

3. OTHER COMPONENTS OF THE GMP

- Allowances. The Commission and the Design Builder acknowledge that a. certain portions of the work need not or will not be able to be established prior to establishing the GMP. The Design Builder has, as a part of the GMP, established a reasonable estimate of the cost based upon available information for such portions of the Work. Such estimates are set forth as "Allowances" in Exhibit 5 - Guaranteed Maximum Price Form. The Design Builder shall obtain trade contractor prices for such Allowances, when appropriate. Design Builder shall be entitled to compensation if the actual cost for the portions of Work reflected in the Allowance line item exceeds the Allowance. The Cost of the Work and Project GMP shall also be decreased by the amount the actual cost for such portions of the Work are less than the Allowance. At such time as the Design Builder executes subcontracts for any of the scopes of work identified as Allowances, such Allowance line items shall be deemed converted from Allowances to Construction Costs and shall be treated accordingly.
- b. The sum of the General Conditions and Requirements, Construction Costs, Allowances (as defined hereinafter), Bonds and Insurance, Cost of Design, and the Design Builder Contingency (as defined hereinafter) shall be referred to as the Cost of the Work.
- 4. Commission Contingencies, Commission Allowance Items and Design Builder Allowances
 - a. <u>Design Builder Allowances.</u> The Commission and the Design Builder acknowledge that the Design Builder may carry allowances related to

certain Construction Costs or General Conditions and Requirements Costs for portions of the Work that are anticipated by both parties but have not been completely defined at the time of the GMP ("Design Builder Allowances"). Design Builder Allowances, if any, shall be shown in Exhibit 5 GMP with the description "Design Builder Allowance". Usage of Design Builder Allowances shall be conditioned upon the Design Builder providing the Commission with contemporaneous written notice, which notice shall include a description and cost of the Work to be covered by the use of the Design Builder Allowance, the entities being paid, and the reasons for the use of the Design Builder Allowance. In the event the Commission determines that the application of a Design Builder Allowance was inconsistent with the terms of the Agreement or Exhibits, the Design Builder shall be responsible for returning such sums to the Design Builder Allowance line item.

5. DESIGN BUILDER'S CONTINGENCY

- a. The Design Builder's Contingency ("DB Contingency") shall be established at the time of the Project GMP as set forth in Exhibit 5 as mutually agreed to by the Commission and the Design Builder. The DB Contingency may be used to pay Construction Cost overages not the subject of a Change Order. Permissible uses of the DB Contingency also include, without limitation, funding shortfalls between line items in the GMP and the Schedule of Values that are not the result of the Design Builders acts, errors or omissions.
- b. Except as specifically set forth in the Agreement, the DB Contingency shall not be used to fund Work that the parties agree is the proper subject of a Change Order. Payment of funds out of the DB Contingency is conditioned upon the Design Builder diligently attempting to obtain performance from subcontractors without first using the DB Contingency. If Design Builder accesses the DB Contingency in connection with an event for which insurance proceeds may be available, the Design Builder shall take all reasonable measures to recover under the insurance coverage and shall reimburse the DB Contingency to the full amount of such recovery up to the amount of the DB Contingency allocation at issue.
- c. The Design Builder shall not be entitled to any additional overhead, profit or other markup on any DB Contingency expenditure as the parties acknowledge that the Design Builder's Fee covers such overhead, profit or other mark-up. The DB Contingency shall be used in accordance with the Agreement and Exhibits. When accessing the DB Contingency, the Design Builder shall provide the Commission with contemporaneous written notice, which notice shall include a description and amount of the Cost of the Work to be covered by the DB Contingency, the entities being paid, and the reasons for the use of the DB Contingency. In the event that

the Commission determines that the application of the DB Contingency was inconsistent with the terms of the Agreement or this Exhibit, the Design Builder shall be responsible for returning such sums to the DB Contingency.

6. ITEMS NOT INCLUDED IN THE COST OF THE WORK

The following items are not included and shall not be included in the Cost of the Work.

- a. Salaries and other compensation of the Design Builder's personnel stationed at the Design Builder's principal office or offices other than the Project Site.
- b. Expenses of the Design Builder's principal office and offices, other than the site office.
- c. Overhead and general expenses except as may be set forth in the Agreement or this Exhibit.
- d. The capital expenses of the Design Builder and the subcontractors including interest on capital employed in furtherance of the Work
- e. Costs due to the default or negligence of the Design Builder or anyone directly or indirectly employed by the Design Builder, including without limitation, costs for the correction of damaged, defective or non-confirming Work, except as allowed by the Design Builder's Contingency, disposal and replacement of materials and equipment incorrectly ordered or supplied ad repairing damage to property not forming a part of the Work.
- f. Overtime wages or salaries (and fringe benefits related thereto) incurred by the Design Builder as a result of the Design Builder's failure to perform the work in an timely manner in accordance with the Construction Schedule except as allowed by the Design Builder's Contingency;
- g. Costs that would cause the Project GMP to be exceeded.

7. ADMINISTRATION OF ALLOWANCES AND CONTINGENCIES

a. Design Builder Allowances. Any Overage on a Design Builder Allowance Item shall be allocated from the Commission Contingency or funded by a Change Order to the Project GMP from other Commission Funds at the Commission's sole discretion. Any such allocation shall be performed pursuant to the Commission's Change Order Process defined in Article 17 of Book 2. In the event that any Design Builder Allowances or partial amounts thereof remain unused at the completion of the Work, the Design Builder shall allocate any such unused amounts to the Commission Contingency. Any such re-allocation shall be made on the Payment Application following the completion of the Work for which the Design Builder Allowance was established.



b. Design Builder Contingency. In the event that any Design Builder Contingency remains unused at the completion of the Work, the Commission shall issue a deductive Amendment to reduce the GMP so any unused portion of the Design Builder Contingency remains with the Commission.





EXHIBIT 8 - RESERVED

- 1. The Design-Builder shall furnish proof of its ability to provide the bonds and insurance required by the Contract to the satisfaction of the Commission prior to the commencement of any construction activities on site. With respect to the payment and performance bonds, a letter from the Design-Builder's surety affirming the surety's willingness to provide the Design-Builder's bonds is sufficient. With respect to the insurance, either a letter from the Design-Builder's insurer, or a certificate showing that the Design-Builder currently possesses the required coverage, is sufficient.
- 2. The insurance requirements for this project are as follows: The Design-Builder must provide and maintain at Design-Builder's expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Design-Builder returns to perform additional work regarding warranties or for any other purpose.
- 3. The insurance requirements to be adhered to by the Design-Builder are included in this Exhibit 9.
- 4. Upon approval by the Commission to commence construction activities, which approval shall be designated by a Notice to Proceed with Construction Activities from the Commission to the Design-Builder, and no less than ten (10) days before the commencement of any construction activities on the site, the Design-Builder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, or such other guarantee as agreed to by the Commission, and evidence of the required insurance coverage.
- 5. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Construction GMP, and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Design-Builder may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
- 6. The failure of the Design-Builder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible Design-Builder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Design-Builder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Design-Builder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the Design-Builder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the Design-Builder to an extension of time required to complete the Work.

Performance and Payment Bond Contract No. SPECIMEN Bond No. SPECIMEN Contract No. SPECIMEN
KNOW ALL MEN BY THESE PRESENTS, that we*
with offices in the State of
as <u>Corporate</u> Principal, and
a corporation organized and existing under the laws of the State of, with offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Dollars (\$)
for the payment of which sum well and truly to be made, we bind ourselves ur hein, executors, administrators, and successors, jointly and severally, firmly by new presents. The condition of this obligation is such, that we eas Princ all ellered into a certain Contract, hereto attached, with the Compression dated, 20, for the furnishing, fabricated, 100 v and in allation of ellered project area and other miscellan ous work presents. NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said Contract during the original term of said
Contract and any extension thereof that may be granted by the Commission, with or without

covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any sub tier subcontractors in connection with the

performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all sub tier subcontractors and other persons furnishing miterials, labor, facilities, or services to the Principal or for the performance by the TINC ball aid Contract with the Commission as originally executed by said Pi the vipal a mission or s thereafter modified, and that any such Subcontractor or materials, facilities, or ersoh fur his **ng** services may bring suit on his Bon or any un ertaking herein contained, in the name of the Commissi n agains d Sarety or either of them. the Principa laid

It is express derstood and agreed that this Bond, in the penal sum of

dollars (\$

shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20___ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:		BY
Name	Individual Principal	_(Seal)
Business Address	Individual Principal	_(Seal)
City State	Partner	-
CORPORATE SEAL		
ATTEST:	Corporate finci al	
BY	ALL ALL A	BY
Secretary CPDC	Provident	
Title	<u>President</u> Title	
Business Address		
	Corporate Surety	
BY		
—	Title	
Business Address	CORPORATE SEAL	
The rate of premium of this Bond is \$	perthousand.**	

**

Total amount of premium charged is \$

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission.

** Must be filled in by the Corporate Surety.

Bond Approval

BY

Secretary, Public Building Commission of Chicago

	CERTIFICATE AS	TO CORPOR	RATE SEAL
I,		H Certh	th/t am he
Secretary of the	DAI		VII
corporation	da Princ atin the	within bond,	that
-	115-	who si	gned on behalf of the
Principal was then		of said	corporation; that I know this
	d, and attested for	hereto is gen	uine; and that said Bond was of said corporation by
Dated this	day of		20

CORPORATE SEAL

The Design-Builder must provide and maintain at Design-Builder's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. Unless otherwise noted below, the insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Design-Builder or its subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

INSURANCE TO BE PROVIDED

1) <u>Workers' Compensation and Employers Liability (Primary and Umbrella)</u>

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than <u>\$1,000,000</u> each accident, illness or disease. Coverage will include a Waiver of Subrogation.

2) <u>Commercial General Liability (Primary and Umbrella)</u>

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Design-Builder and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as may be required by the PBC as Additional Insured using ISO CG2010 0413 and CG2037 0413. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a Waiver of Subrogation as required below.

Design-Builder and subcontractors working within fifty (50) feet of the rail right-of-way are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors must provide copies of this endorsement with the certificate of insurance required below. Contractors must ensure that subcontractors maintain this endorsement on their policies.

Subcontractors performing work for Design-Builder must maintain limits of not less than <u>\$1,000,000</u> per occurrence with the same terms herein.

3) <u>Automobile Liability (Primary and Umbrella)</u>

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Design-Builder must provide Automobile Liability Insurance, with limits of not less than <u>\$2,000,000</u> per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and others as may be required by the PBC are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Design-Builder must maintain limits of not less than <u>\$1,000,000</u> per occurrence with the same terms herein.

4) <u>Contractors Pollution Liability</u>

Contractors Pollution coverage is required with limits of not less than <u>\$5,000,000</u> per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The Design-Builder pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Design-Builder and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as may be required by the PBC, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for on-going and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Design-Builder must maintain limits of not less than <u>\$1,000,000</u> per occurrence with the same terms herein.

5) Professional Liability

When Design-Builder performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than <u>\$5,000,000</u> <u>\$1,000,000</u> covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

In the event that the Design-Builder hires an Architect/Engineer, the Architect/Engineer must maintain limits of not less than <u>\$5,000,000</u> <u>\$1,000,000</u> per occurrence with the same terms herein. Subcontractors performing professional work for Design-Builder or an <u>Architect/Engineer</u> must maintain limits of not less than <u>\$1,000,000</u> per occurrence with the same terms herein.

6) <u>Builders Risk</u>

Design-Builder must provide All Risk Builders Risk Insurance or Installation Floater on a replacement cost basis including but not limited to all labor, materials, supplies, equipment,

machinery and fixtures that are or will be permanent part of the facility. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insured on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and may only be cancelled with the written permission of the PBC Risk Management Department, even if the Project has been put to its intended use.

The Design-Builder is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Design-Builder.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Design Builder or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below.

B. ADDITIONAL REQUIREMENTS

Design-Builder must furnish the PBC's Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. The Design-Builder must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificates or other insurance evidence from Design-Builder is not a waiver by the Commission of any requirements for the Design-Builder to obtain and maintain the specified insurance. Non-conforming insurance does not relieve Design-Builder of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the

Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The PBC reserves the right to obtain copies of insurance policies and records.

Any deductibles or self-insured retentions on referenced insurance must be borne by Design-Builder. All self insurance, retentions and/or deductibles must conform to these requirements.

The Design-Builder waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

The insurance coverage and limits furnished by Design-Builder in no way limit the Design-Builder's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will not contribute with insurance provided by the Design-Builder under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Design-Builder is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The Design-Builder must require all subcontractors to provide the insurance required herein, or Design-Builder may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Design-Builder unless otherwise specified in this Contract.

If Design-Builder or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Design-Builder must submit the following at the time of award:

1.

- Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
- 2. All required endorsements including the CG2010 04 13 and the CG2037 04 13 or equivalents

The PBC's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

BE	IS CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, A	MATTER	OR NEGATIVELY AMEND	Y AND CONFERS N		UPON THE CERTIFICA	TE HO	E POLICIES	
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	UCER		203-967-4448	CONTACT NAME:					
	World Construction Solutions	, LLC		PHONE (A/C. No, Ext): E-MAIL		FAX (A/C, No)			
41	Summer St			E-MAIL ADDRESS: PRODUCER				8	
tan	ford, CT 06901			CUSTOMER ID #:			13		
ISUF				INSURER A : NEW HA				NAIC #	
ish	man Construction Corporation	of Il:	linois		and the second se	THE STATE OF PA		19429	
One South Wacker Drive Suite 2300				INSURER C : WESTCH				21121	
	e 2300 ago, IL 60606			INSURER D :					
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OV	ERAGES CER	TIFICA	TE NUMBER: 33744888	INSURER F :		REVISION NUMBER:			
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SR TR A	TYPE OF INSURANCE	INSR WY	D POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS		
-	X COMMERCIAL GENERAL LIABILITY		GL 249-19-24	10/01/12	10/01/13	EACH OCCURRENCE DAMAGE TO RENTED		00,000	
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	K HIRED AUTOS		1		199	PROPERTY DAMAGE (Per accident)	\$		
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+	DEDUCTIBLE					AGGREGATE	\$ 5,00	00,000	
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3	NORKERS COMPENSATION		WC 035-89-6527 (FL)	10/01/12	10/01/13	X WC STATU- TORY LIMITS ER	\$		
A	NY PROPRIETOR/PARTNER/EXECUTIVE N DFFICER/MEMBER EXCLUDED?	N/A	WC 035-89-6528 (MA)			E.L. EACH ACCIDENT	\$ 1.00	00,000	
	Mandatory in NH) f yes, describe under		WC 035-89-6526 (CA)	10/01/12		E.L. DISEASE - EA EMPLOYEE			
	DESCRIPTION OF OPERATIONS below		WC 035-89-6525 (AOS	3) 10/01/12		E.L. DISEASE - POLICY LIMIT		00,000	
ne ibr	IPTION OF OPERATIONS/LOCATIONS/VEHICL Design Build RFP for the 2013 following are included as add ogation where required by a w of Chicago; and the City of	Schoo litiona ritten	1 Investment Program 1 insured, on a prim contract: Public Bu	any and noncontr	ibutom b	asis, and granted a ago, the Board of E	waive ducati	er of on of the OK	
ER	IFICATE HOLDER			CANCELLATION					
ttn:	c Building Commission of Chi Procurement Department rd J. Daley Center	cago		SHOULD ANY OF T	DATE THE	SCRIBED POLICIES BE C/ REOF, NOTICE WILL E Y PROVISIONS.	ANCELL BE DEL	ED BEFORE IVERED IN	
0 We	go, IL 60602	1	JSA	AUTHORIZED REPRESEN		welt White t	>		
brah COP 3744	RD 25 (2009/09)	The A	CORD name and logo ar - TISC GW	e registered marks	of ACORD	RD CORPORATION.	All right	ts reserved	

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURAN UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS THE COVERAGE AFFORDED BY THE POLICIES BELOW.			SSU	ED AS A MATTER OF		LY AND CONFERS NO RIGHTS
THE ISSUING INSURER(S), AUTHORIZED REPRESENTATION			VID		DOED NOT CONOT	TUTE A CONTRACT BETWEEN
CONTACT PERSON AND ADDRESS (A/C, No. Ext): 212-603-0225				COMPANY NAME AND ADDI		NAIC NO:
Alliant Insurance Services, Inc.				Aspen American In		
320 West 57th Street, 2nd Floor				590 Madison Aven		
New York, NY 10019				New York, NY 100		
AX ACC, No): E-MAIL ADDRESS: bfaust@alliant.com					COMPANIES, COMPLETE	SEPARATE FORM FOR EACH
CODE: SUB CODE:				POLICY TYPE		
AGENCY CUSTOMER ID #: VAMED INSURED AND ADDRESS					Risk including Terr	orism
Tishman Construction Corp. of Illinois				LOAN NUMBER		POLICY NUMBER
One South Wacker Drive, Suite 2300					1	IMACXM813
Chicago, IL 60606				EFFECTIVE DATE 6/24/2013	EXPIRATION DATE	CONTINUED UNTIL
					6/24/2014	TERMINATED IF CHECKED
Public Building Commission and the Board of Education of	the	City	of	Chicago	DENCE DATED:	
PROPERTY INFORMATION (Use REMARKS on page 2, if m						
OCATION / DESCRIPTION	lore	spa	ICe I	s required) 🗆 BUIL		INESS PERSONAL PROPERTY
Various locations per policy schedule.						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUE ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE	D TO	TH	E INS	URED NAMED ABOVE FO	R THE POLICY PERIO	D INDICATED. NOTWITHSTANDING
BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY	POL	ICIE	S DE	SCRIBED HEREIN IS SUBJ	ECT TO ALL THE TER	CE OF PROPERTY INSURANCE MAY MS. EXCLUSIONS AND CONDITIONS
OVERAGE INFORMATION	PAI	DCL	AIM	5.		
COMMERCIAL PROPERTY COMERCIAL	-	SIC		BROAD X SPECIA	NL	
SUMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$		-	5,04	-3		DED: \$5,000
	YES	NO	N/A			
LANKET COVERAGE	-	X	X	If YES, LIMIT:		Actual Loss Sustained; # of months:
ERRORISM COVERAGE	x	1		If YES, indicate value(s) rep		fied above: \$
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	1^	V		Attach Disclosure Notice / D	EC	
IS DOMESTIC TERRORISM EXCLUDED?	+	X	-			
IMITED FUNGUS COVERAGE	X	1^	-	IF YES, LIMIT: \$15,000		DED: \$5,000
UNGUS EXCLUSION (If "YES", specify organization's form used)	1	X	-	11123, EIMIT. \$15,000		DED: \$5,000
EPLACEMENT COST	X		-			
GREED VALUE	-	X				
OINSURANCE		X		If YES, %		
QUIPMENT BREAKDOWN (If Applicable)	X			IF YES, LIMIT: \$10,000		DED: \$5,000
RDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			IF YES, LIMIT: Included		DED: \$5,000
- Demolition Costs	X			IF YES, LIMIT: \$100,000	1	DED: \$5,000
- Incr. Cost of Construction	X			IF YES, LIMIT: \$100,000)	DED: \$5,000
ARTH MOVEMENT (If Applicable)	Х			IF YES, LIMIT: \$1,000,00		DED: \$25,000
LOOD (If Applicable)	X			IF YES, LIMIT: \$1,000,00	00	DED: \$25,000
IND / HAIL (If Subject to Different Provisions)			X	If YES, LIMIT:		DED.
ERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE	X					10
						- oh
ANCELLATION			_			0
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES E	RE C	AN	CEL			
DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIO	NS.		ULL.	LED BEFORE THE EX	PIRATION DATE	THEREOF, NOTICE WILL BE
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MORTGAGEE CONTRACT OF SALE				LENDER SERVICING AGENT NA	ME AND ADDRESS	
LENDERS LOSS PAYABLE X LOSS PAYEE						
ME AND ADDRESS						
Public Building Commission of Chicago						
50 W. Washington St.						
Chicago, IL 60602			+		_	
				AUTHORIZED REPRESENTATIV	A 11'	Insurance Services, Inc.
CORD 28 (2011/11)		D		Cong Store Land	the second s	
				1 of 2 © 2003-20	11 ACORD CORPO	ORATION. All rights reserved.
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The ACORD name COIL_TISCHMA	and	log	o ar	e registered marks of A	ACORD	

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with offices in the <u>CITY OF CHICAGO</u> State of <u>ILLINOIS</u> as <u>Corporate</u> Principal, and <u>FIDELITY AND DEPOSIT COMPANY OF MARYLAND</u>, a corporation organized and existing under the laws of the State of Maryland, with offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of <u>THIRTEEN MILLION TWO HUNDRED THREE THOUSAND SEVEN HUNDRED</u> <u>FIFTY-EIGHT AND NO/100</u> Dollars (\$13,203,758.00 ----) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated _______,20<u>13</u>, for the furnishing, fabrication, delivery and installation of the in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any sub tier subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all sub tier subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such Subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of <u>THIRTEEN MILLION TWO</u> <u>HUNDRED THREE THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND NO/100</u> dollars (\$13,203,758.00 ---), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this <u>19th</u> day of <u>July</u>, 20<u>13</u> the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WIINESS:	BY (Seal)
Name	Individual Principal
	(Seal)
Business Address	Individual Principal
City State	Partner
CORPORATE SEAL	
ATTEST:	TISHMAN CONSTRUCTION CORPORATION OF ILLINOIS Corporate Principal
BY	BY
Secretary	President
Title	Title
Business Address	
	FIDELITY AND DEPOSIT COMPANY OF
	MARYLAND Corporate Surety
	BY: patiente
1400 American Lane, Tower I, 18 th Floor Schaumburg, IL 60196	Patricia Talavera, Attorney-In-Fact
Business Address	CORPORATE SEAL
The rate of premium of this Bond is \$ 7.00	per thousand.**
Total amount of premium charged is \$ 92,426	.00**

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission.

** Must be filled in by the Corporate Surety.

Bond Approval

BY Secretary, Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

, certify that I am the

Secretary of the

I,

corporation named as Principal in the within bond, that

who signed on behalf of the Principal was of said corporation; that I know this person's signature, then President and the signature hereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Dated this _____day of _____ 20 .

CORPORATE SEAL

Exhibit 9 Page 4 of 4

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Patricia TALAVERA, of Los Angeles, California,** 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of June, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Assistant Secretary Eric D. Barnes

State of Maryland City of Baltimore Wice President

Thomas O. McClellan

On this 17th day of June, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN**, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn, Notary Public My Commission Expires July 14, 2015

EXHIBIT 10 - COMMUNITY AREA MAPS

Maps for Community Zone Areas A, B, and C as delineated in the maps attached hereto.







Community Hiring Zone A CPS School Investment Program

Name: AER_PBC_SJN_CommunityHiringZoneA2_20130423_NoLabels

18000: 04-04-01

Community Hiring Zone B CPS School Investment Program







Name: AER_PBC_SJN_CommunityHiningZoneB2_20130423_NoLabels

18000: 04-04-01



0

CPS School Investment Program Community Hiring Zone C



EXHIBIT 11 - SCHEDULE C (LETTERS OF INTENT)

ATTACHED HERETO

EXHIBIT 12 - SCHEDULE D (MBE/WBE UTILIZATION PLAN)

ATTACHED HERETO

SCHEDULE D – MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: Tishman Construction Corporation of Illinois	 PROJECT NO: _	5

STATE LINE [5] (COST OF THE WORK) FROM YOUR REVISED GMP PROPOSAL: \$13,203,758

The undersigned duly authorized representative of the above named Design-Builder has personally reviewed this Schedule D-Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION			
	THE OF WORK	MBE (\$)	WBE (\$)		
Altus Works	Architect		\$211,181.00		
GSG	Environmental Consultant	\$89,150.00	\$211,101.00		
DSI	Project Management	NTE \$20,000.00			
Jones Moore Consulting	Project Management	NTE \$171,000.00	and the second		
Steiner Security Services	Security	\$34,000.00			
Diamond Waste	Dumpsters	NTE \$19,350.00			
Galaxy Environmental	Abatement	\$805,407.00			
Vixen Construction	Concrete		\$89,075.00		
Pinto Construction	Carpentry	\$820,073.00	403,075.00		
AC Brown Construction Co.	Patching & Painting	\$376,350.00			
DTI of Illinois	Ceramic Tile	\$13,940.00			
Garth Products	Mechanical	\$288,000.00			
Express Electric Supply	Electrical	\$640,267.00			
Evergreen Supply	Electrical		\$128,053.00		
	TOTALS:	\$3,277,537.00	\$428,309.00		
COMMITMENT PERCEN	NTAGE AS COST OF THE WORK:	25%	3.25%		

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attach a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

Print name of Authorized Representative

Signature

Lori Zielinski Designated Design-Builder MBE/WBE Contact Name Executive Vice President, Midwest Regional Manager Title

(312) 577-2332 MBE/WBE Contact Phone lori.zielinski@aecom.com MBE/WBE Contact Email

State of _____Illinois

County of <u>Cook</u>

SS.
On this <u>19</u> day of <u>5014</u>, 20<u>13</u>, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposed set forth therein, IN WITNESS WHEREOF, I hereunto set my hand and seal:

Notary Public Signature

Seal:

OFFICIAL SEAL CANDACE A JACKSON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/26/14

EXHIBIT 13 - DISCLOSURE AFFIDAVIT

AS SUBMITTED FROM INITIAL RFP

PROPOSER INFORMATION		
NAME OF DESIGN-BUILD ENTITY Tishman Construction Corporation of Illinois		
CONTACT PERSON	Gary Thalheimer, Executive Vice President, Midwest Regional Manager	
ADDRESS	One S. Wacker Drive	
CITY, STATE, AND ZIP CODE	Chicago, IL 60606	
TELEPHONE NUMBER	(312) 577-2357	
FAX NUMBER	(312) 577-2370	
E-MAIL ADDRESS	Gary.Thalheimer@aecom.com	

(1) DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, Proposer shall provide the following information. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Respondent is a:

A.	X Corporation
Β.	Joint Venture
C.	LLC or Other

Please complete the applicable corresponding section below.

A. CORPORATIONS

State of Incorporation: Illinois

Authorized to do business in the State of Illinois: Yes X No

Names of all officers of corporation (complete or attach list): Please see attached Names: Titles:

Names of all directors of corporation (complete or attach list): Please see attached

Is the corporation owned partially or completely by one or more other corporations? Yes \boxtimes No \square

If "yes" provide the above information, as applicable, for each such corporation. Tishman Construction Corporation. State of Incorporation: Delaware. Not authorized to do business in Illinois. Indicate here or attach a list names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

 Names of Shareholders
 Percent Interest Owned

 As of July 2010, Tishman Construction Corporation is owned 100% by
 %

 AECOM Technical Services, Inc. which is ultimately owned by AECOM
 %

 Technology Corporation, a publicly traded company on the
 %

 New York Stock Exchange.
 %

B. JOINT VENTURES

If Proposer is a Joint Venture, name each venture partner and the percentage of each therein. Where venture party is Corporation or LLC or Other also provide information required above for Corporations or below for LLCs or Other.

Names of Venture partners	Percent Interest Owned
N/A	%
	/0
	%
	%

C. LLCs and Other Commercial Organizations

If Proposer is a LLC or Other Commercial or Legal Entity, name each entity and each person with an ownership or other beneficial interest in the entity. Describe the interest of each party including any percentage ownership of each. Where any disclosed party is Corporation also provide information required above for Corporations.

Names	Interest Described and Percent Owned
N/A	%
	%
	%
	%

(2) **PROPOSER CERTIFICATION**

a. PROPOSER

The Proposer, or any affiliated entities of the Proposer, or any responsible official thereof, or any other official, agent or employee of the Proposer, 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:

Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

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

Made an admission of such conduct as described above which is a matter of record but has not been prosecuted for such conduct.

The Proposer or agent, partner, employee or officer of the Proposer is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging 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 submittal of this bid, proposal or response.

The Proposer or any agent, partner, employee, or officer of the Proposer is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating 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.

The Proposer 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.

The Proposer certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- 2) 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;

- 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 above; and
- 4) Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

b. CONSULTANTS & SUBCONTRACTORS

The Proposer has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Proposer 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 Proposer, 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 describe herein of this certification; (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 herein or (b) which is matter of record but has/have not been prosecuted for such conduct.

The Proposer 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 Proposer at this time, certifications substantially in the form of this certification. The Proposer shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Proposer or, based on such certifications or any other information known or obtained by Proposer, 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 herein of this certification 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 herein or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Proposer shall cause such subcontractors to certify as such. In the event any subcontractor is unable to certify,, such subcontractor shall attach an explanation to the certification.

For all subcontractors to be used in the performance of this contract or agreement, the Proposer shall maintain for the duration of the contract all subcontractors' certifications required above, and Proposer shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

The Proposer 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 Proposer is unable to obtain a certification substantially in the form of this certification.

The Proposer 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 Proposer shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

c. STATE TAX DELINQUENCIES

The Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Proposer is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Alternatively, the Proposer 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.

If the Proposer is unable to certify to any of the above statements, the Proposer shall attach an explanation or explain below.

N/A

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.

If any subcontractors are to be used in the performance of this contract or agreement, the Proposer shall cause such subcontractors to certify the same as 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

The Proposer is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

If Proposer is unable to certify to the above statement, Proposer shall explain below and attach additional sheets if necessary.

N/A

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

A Proposer who makes a false statement on this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

f. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

The Proposer is not a party to any pending lawsuits against the Chicago Board of Education, the City of Chicago or the Public Building Commission of Chicago nor has Proposer been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

If the Proposer 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.

Please see attached.

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

g. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

Neither the Proposer nor any affiliated entity of the Proposer 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 Proposer cannot make the certification contained herein, identify any exceptions: N/A

(Attach additional pages of explanation to this Disclosure Affidavit, 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.

Without the prior written consent of the Public Building Commission of Chicago, Proposer 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.

Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Proposer 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 Proposer 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 Proposer. Furthermore, Proposer shall comply with these certifications during the term and/or performance of the contract. Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Proposer set forth herein, that I have personal knowledge of all the certifications made herein and that the same are true.

The Proposer 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 PBC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Deputy Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

Signature of Authorized Officer

Gary Thalheimer

Name of Authorized Officer (Print or Type)

Executive Vice President, Midwest Regional Manager

Title

(312) 577-2357

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this ²⁹ day of ^{April} , 20 ¹³ by

Gary Thalheimer (Name) as Executive Vice President (Title) of

Tishman Construction Corporation of Illinois

(Bidder/Proposer or Contractor)

Notary Public Signature and Seal



Tishman Construction Corporation

Board of Directors • Dan Tishman, Chairman • Alan Krusi, Director • Mike Burke, Director

I



Tishman Construction Corporation of Illinois

Board of Directors • Dan Tishman, Chairman

- Alan Krusi, Director
- Mike Burke , Director

Senior Management Dan Tishman

. . • .

- Chief Executive Officer Chief Executive
 - President Daniel McQuade Pete Marchetto Edward Cettina Gary Thalheimer Paul Praylo

•

- COO EVP and Regional Manager Treasurer, CFO and SVP Secretary, General Counsel and SVP Judy Herman
 Tom Carbone

 - EVP, Project Cost Control EVP, Risk Management **Bill Motherway**

•

TISHMAN CONSTRUCTION CORPORATION OF ILLINOIS LITIGATION STATEMENT

The information below excludes insured matters, such as personal injury and property damage actions filed against Tishman Construction Corporation of Illinois ("Tishman") within the past five years. In addition, please be advised that although Tishman is a subsidiary Tishman Construction Corporation, which is a subsidiary of AECOM Technology Corporation, a publically traded company. This response includes only those matters related to Tishman.

CASE CAPTION	DESCRIPTION OF DISPUTE	Start Dates	Venue
<u>The Dearborn-Elm Condominium</u> <u>Association v. JDL Development IX,</u> <u>LLC, et al.</u> , Index No. 07 L 8739	Home Owner Association asserted claims against developer for breach of contract, negligence, defective construction. Developer impleaded Tishman.	2007/Tishman's Motion for Summary Judgment granted Entity – Tishman Construction	Illinois Circuit Court, Cook County
Greater New York Mutual Insurance Company, as subrogee of 1464 S. Michigan Condominium Association v. Sedgwick Development Corporation, et al.	The Complaint alleges that a water leak caused substantial water damage to numerous units and to common elements in 2010. Plaintiff alleges damages in the amount of \$455,069.84 for repairs resulting from the leak. Tishman was agent for the Owner, and is being indemnified and defended by the Owner.	Corporation of Illinois 2012/settled Entity – Tishman Construction Corporation of Illinois	Illinois Circuit Court, Cook County

EXHIBIT 14 – DISCLOSURE OF RETAINED PARTIES

AS SUBMITTED FROM INITIAL RFP



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

(2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction: 2013 School Investment Program
- b. Description or goods or services to be provided under Contract:

Construction Services

- c. Name of Proposer: Tishman Construction Corporation of Illinois
- (3) EACH AND EVERY lobbyist retained or anticipated to be retained by the Proposer with respect to or in connection with the contract is listed below. Attach additional pages if necessary.

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid of estimated)

Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained:

- (4) The Proposer 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 Proposer's participation in the contract or other transactions with the Commission.
 - b. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Proposer 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 Proposer and that the information disclosed herein is true and complete.

	April 29, 2013
Signature	Date
Gary Thalheimer	Executive Vice President, Midwest Regional Manager
Name (Type or Print)	Title
Signed and sworn to before me on this ²⁹ da	y of April , 20 ¹³ by
Gary Thalheimer (Name) as Executi	ve Vice President (Title) of
tishman Construction Corporation of Illinois	(Bidder/Proposer or Contractor).

Notary Public Signature and Seal

- a. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
- b. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobby sts whom the Proposer has retained or expects to retain with respect to the contract or lease. In particular, the Proposer 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 Proposer is not required to disclose employees who are paid molely through the Proposer's regular payroll.
- c. "Lobbyists" means any person (a) who for compensation or ch behalf of any person other than himself undertake to influence any legislative or admini: rative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

(2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction: 2013 School Investment Program
- b. Description or goods or services to be provided under Contrac:

Construction Services

- c. Name of Proposer: Jones Moore Construction & Consulting, LLC
- (3) EACH AND EVERY lobbyist retained or anticipated to be retained by the Proposer with respect to or in connection with the contract is listed below. Attach additional pages if necessary.

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid o estimated)
	-	······································	

Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained:

- (4) The Proposer 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 Proposer's participation in the contract or other transactions with the Commission.
 - b. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Proposer 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 Proposer and that the information disclosed herein is true and complete.

Shin S. Around Signature	April 2018 - 2013
SHILU S. AARAWAL Name (Type or Print)	MEMBER . Title
Signed and sworn to before me on this SHW 5. IFGRAMM (Name) as	
JONIE MOORE	(Bidder/Proposer or Contractor).
Notary ublic Signature and Seal	OFFICIAL SEAL HIFET DURMIC- IONIII y Public - State of Winols My Corr: niesion Expires Nov 28, 2016

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

(2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction: <u>PBC Proposal to Provide Design-Build services for the 2013 School Investment Program</u>
- Description or goods or services to be provided under Contract: <u>Project Managers</u>
- c. Name of Proposer: _____d'Escoto, Inc.

Retained Parties:

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

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

Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: X

- (4) The Proposer 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 Proposer's participation in the contract or other transactions with the Commission.
 - b. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Proposer 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 Proposer and that the information disclosed herein is true and complete.

Signature

<u>4/24/2013</u> Date

Federico J. d'Escoto Name (Type or Print)

President Title

Signed and sworn to before me on this 24th day of April , 2013 by

(Name) as President

_ (Bidder/Proposer or Contractor).

(Title) of

Notary Public Signature and Seal



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- c. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake 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.

(2) **CERTIFICATION**

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction: 2013 School Investmetn Program RFP for Design-Build Services
- b. Description or goods or services to be provided under Contract: Architectural Services

Interior Design

c. Name of Proposer: BLDD Architects, Inc.

Retained Parties.

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

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
N/A			

Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: X

- (4) The Proposer 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 Proposer's participation in the contract or other transactions with the Commission.
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Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Proposer and that the information disclosed herein is true and complete

Signature

April 22, 2013 Date

Scott M. Likins Name (Type or Print) Principal

Title

Signed and sworn to before me on this 22 day of Anril 2013 by

Scott M. Likins

(Name) as Principal (Title) of

BLDD Architects, Inc.

_ (Bidder/Proposer or Contractor).

OFFICIAL SEAL tary Public Signature and Sea ELIZABETH A DAN Notary Publi Commission Expire

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

(2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction: 2013 School Investment Program
- b. Description or goods or services to be provided under Contract: Professional Architectural Services
- c. Name of Proposer: AltusWorks

Potainad Partias

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

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

Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: X

- (4) The Proposer 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 Proposer's participation in the contract or other transactions with the Commission.
 - b. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
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Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Proposer and that the information disclosed herein is true and complete.

April 24, 2013 Date Ellen F. Stoner President Name (Type or Print) Title Signed and sworn to before me on this 4 day of (Name) as (Title) of (Bidder/Proposer or Contractor). "OFFICIAL SEAL" KATE ROBINSON Notary Public, State of Illinois Notary Public Signature and Seal My Commission Expires 5-22-2017

SECTION VII - DISCLOSURE OF RETAINED PARTIES

(1) DEFINITIONS AND DISCLOSURE REQUIREMENTS

- a. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
- b. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Proposer has retained or expects to retain with respect to the contract or lease. In particular, the Proposer 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 Proposer is not required to disclose employees who are paid solely through the Proposer's regular payroll.
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- (2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction:
- b. Description or goods or services to be provided under Contract: Environmental Consulting services
- c. Name of Proposer:

GSG Consultants, Inc.

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

Retained Parties:

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

Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: X

- (4) The Proposer 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 Proposer's participation in the contract or other transactions with the Commission.
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Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Proposer and that the information disclosed herein is true and complete.

04/24/13 Signature Date Arturo Saenz Vice President Name (Type or Print) Title the day of April , 2013 by Signed and sworn to before me on this 24 Arturo Saenz (Name) as Vice President (Title) of GSG Consultante Inc. (Bidder/Proposer or Contractor). Main Den Per OFFICIAL SEAL Maria Elena Perez Notary Public, State of Illinois My Commission Expires April 18, 2015