

EXHIBITS
TO
DESIGN-BUILD AGREEMENT
BETWEEN
PUBLIC BUILDING COMMISSION OF CHICAGO
AND
WIGHT & COMPANY
2013 SCHOOL INVESTMENT PROGRAM
PROJECT NUMBER 11
CONTRACT NUMBER PS1973
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

Public Building Commission
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JULY 2013

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

1. 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.
5. 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.
6. 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)
9. 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)

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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 Commission and User Agency review and approval. 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 for Commission and User Agency review and approval. (IF APPLICABLE)
17. Develop a signage plan and specifications for Commission and User Agency review and approval. (IF APPLICABLE)
18. 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.

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- 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.

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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 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 replaced 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 initial Scope and Performance Criteria dated May 16, 2013, Update 1 to the Scope and Performance Criteria dated May 24, 2013, Update 2 to the Scope and Performance Criteria dated May 29, 2013, and Update 3 to the Scope and Performance Criteria dated June 4, 2013 for all schools in Project 11. These documents 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 11.

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	ESK-01	Electrical Window AC Unit
<u>MECHANICAL</u>		

MSK-OT-01A	1st Floor Mechanical Plan (North)- Main Building
MSK-OT-02A	2nd Floor Mechanical Plan (North)- Main Building
MSK-OT-03	1st Floor Mechanical Plan- Annex Building
MSK-OT-04	2nd Floor Mechanical Plan- Annex Building

PLUMBING

PSK-OT-01	1st Floor Restroom Plumbing Plan
PSK-OT-02	New Unisex Restroom Plumbing Plan
PSK-OT-03	2nd Floor Restroom Plumbing Plan
PSK-OT-04	New Kindergarten Restroom Plumbing Plan
PSK-OT-05	Waste and Vent New Piping Plan
PSK-OT-06	Domestic Water New Piping Diagram
PSK-OT-07	2nd Plumbing Plan (North)- Main Building

GENERAL PLUMBING DETAILS

1	PSK-01	Typical Details
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FOOD SERVICE

12	FS-1	Kitchen Equipment Plan
12	FS-2	Kitchen Equipment Plan

ASSUMPTIONS AND CLARIFICATIONS

Wight & Company is providing Design-Build services for Project #11 of the Public Building Commission 2013 School Improvements Program Project consisting of the schools identified here within. From the onset of this greatly accelerated project with notice of award on 5/16/13 there has been a considerable amount of information disseminated from the PBC to our team, which has been edited, revised, not received, or otherwise changed from the original scope & performance criteria.

Based on information we have received up to 7/19/13 the following clarifications and assumptions are understood to be the directive:

TARBAR - Touch a Room, Buy a Room

- This directive should only apply to painting of classrooms or dedicated rooms (i.e., Library, Science, Computer Labs, etc.)
- Specifically areas with asbestos should have limited removal and replacement and are not subject to the TARBAR directive.
- Aesthetics are not an issue - Tile may be 12x12 within a 9x9 field. Color match of new tile (with existing) is to be attempted but is not expected.

Food Service Layout/Design

- Design layouts, locations, and/or infrastructure matrix information was not received from PBC as originally identified.
- On 6/7/13 Wight & Company was notified by PBC that this information would not be provided and was directed to provide food service layouts for each school based on what the design-build team felt was best suited.
- Per 7/9/13 email notification, Wight deleted all scope related to the kitchen renovation work including the new MHFS line(s) at the following school(s): Bass (2 MHFS Lines), Goodlow (2 MHFS Lines) and Harvard (2 MHFS Lines). AND AT RYDER (1)

iPad Charging Stations

- Per 7/1/13 email notifications, all electrical work related to the iPad charging stations is removed from our scope of work with exception of work already underway. Example, on P13 Ryder School, panel and conduit were already completed on DP-4 and were to remain in place. Given Wight's jump on this work in particular, this condition exists on both P11 and P13, but is limited to panel installation.

WAP Installation

- This scope of work remains as originally scoped with the exception of P13's Gresham, which is a Co-Lo school.

Roofing Scope Quantities

- The quantities identified by PBC in the scope and performance criteria, is what is understood to be the scope for the roofing work. Ryder Roof Alternate for \$300,000 was specifically excluded.

Window A/C Units

- Window A/C unit quantities were received from PBC
- PBC crews are responsible for the installation of all A/C units, brackets, panels and guards

- Wight will receive, unload and shake out A/C units at all schools
- Wight is responsible for glazing replacement glass or window panels where required due to A/C unit count changes in a room
- Deliveries of A/C units will be spread out over several days
- Wight also has the disposal of these units

Design Approvals

At the design review meetings that were held on 5/31/13 and 6/7/13, design approval was received by PBC and CPS for the plan layout of the following areas of all schools:

- ☐ Computer labs
- ☐ Engineering labs
- ☐ Media Labs
- ☐ Elevators
- ☐ Toilet Rooms

Environmental

Wight & Company provided breakdowns quantity estimates of Hyde Park Environmental hard dollar proposal to Wight & Company. These proposals were in excess of the PBC's estimates. Subsequent submittals of follow-up documentation revealed some returned value to PBC. At the time of this GMP agreement, the final value of environmental scope remains estimated and any adjustment to the value listed shall be accomplished through change order to the GMP.

Design/Construction Documentation

- As identified and discussed with the PBC the format of the design documents is at the discretion of the design-build team in order to communicate design intent, permit and construct.
- Typical CPS document review milestones and drawing size standards were/are not applicable.
- As-built or Record drawings are NOT included in the GMP.

Discovered Conditions/Other Discrepancies

Additional direction or other assumed direction on specific line items of the scope and performance criteria due to field conditions, PBC scope changes, or overall development of the documents is identified in columns of the included scope matrix titled, "discovered condition", and "action taken." An example of this exists at the south elevation of Ryder with the masonry literally falling off the building. Wight estimates a cost of \$40K for this, which is NOT included in the GMP. Awaiting direction.

**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, as attached:

EXHIBIT 5 – DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM

Project Number: 11

Design – Builder: WIGHT

Contract Number: 1973

Cost of Construction..... \$9,353,024.00

Cost of Design (Architect and Engineer) Fees \$695,081.00

General Conditions and General Requirements \$1,016,620.00

Design-Builder's Contingency \$389,103.00

Design-Builder's Overhead and Fee \$661,978.00

GUARANTEED MAXIMUM PRICE

\$12,115,806.00

2013 School Investment Program Final GMP Pricing

Project No. 11	Name	Bannaker 18020	Bass 18030	Bond 18050	Goodlow 18220	Harvard 18260	Nicholson 18430	O'Toole 18780	Total
Description	Subcontractor Name	Material	Labor	Material	Labor	Material	Labor	Material	Labor
Demolition/Abatement	Hyde Park	\$6,356	\$123,769	\$11,352	\$219,354	\$0	\$1,930	\$38,686	\$23,686
Sitework		\$0	\$0	\$1,500	\$0	\$0	\$2,124	\$48,332	\$720
Concrete	Trice, Vixen, BENTON	\$70,000	\$77,500	\$4,500	\$0	\$0	\$0	\$4,809	\$5,000
Masonry	Iwanski, BENTON, MBB	\$10,000	\$27,770	\$3,000	\$3,000	\$4,500	\$3,000	\$16,430	\$35,515
Metals	Guardian	\$16,000	\$6,900	\$13,048	\$8,140	\$4,500	\$1,628	\$20,070	\$69,000
Wood, Plastics & Composites (Carpentry)	Market/Pinto	\$144,700	\$177,300	\$2,000	\$0	\$0	\$0	\$10,000	\$4,500
Roofing Consultant	BTA	\$0	\$2,150	\$82,200	\$133,700	\$19,300	\$28,379	\$200,000	\$37,900
Thermal and Moisture Protection	Knickerbocker	\$37,400	\$200,000	\$2,150	\$0	\$2,150	\$0	\$2,150	\$0
Doors/Frames/Hardware		\$56,066	\$5,600	\$5,000	\$25,000	\$60,000	\$0	\$14,000	\$53,000
Interior (H/M) Doors and Hardware	LaForce/Market	\$20,000	\$0	\$0	\$0	\$4,000	\$0	\$90,000	\$4,000
Accurate		\$7,400	\$13,248	\$10,000	\$19,700	\$3,800	\$0	\$12,600	\$56,748
Finishes	Duncan	\$12,980	\$15,600	\$40,800	\$32,525	\$16,517	\$7,400	\$24,200	\$114,180
Flooring		\$30,000	\$58,300	\$26,000	\$52,500	\$9,220	\$24,800	\$23,000	\$23,000
Painting	Market/JDM/Uptown/Destiny/RES	\$30,000	\$58,300	\$26,000	\$52,500	\$9,220	\$24,800	\$23,000	\$23,000
Specialties		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lockers	Carroll Sealing	\$5,000	\$7,330	\$0	\$0	\$0	\$0	\$8,933	\$8,933
Signage	Concord	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$2,098
Toilet Partitions and Accessories	Boelter	\$47,800	\$6,804	\$58,666	\$0	\$58,666	\$3,402	\$32,285	\$15,000
Equipment (Kitchen)		\$0	\$0	\$0	\$0	\$0	\$0	\$2,860	\$3,000
Furnishings		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Casework	Powers	\$0	\$7,500	\$11,589	\$0	\$7,500	\$0	\$1,280	\$18,089
Refurbished Casework		\$100	\$159	\$0	\$0	\$2,348	\$3,695	\$0	\$9,895
Auditorium Seating	Carroll Sealing	\$0	\$0	\$100	\$5,271	\$2,000	\$4,000	\$0	\$11,937
Conveying Equipment		\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,000
Elevators	Thysen Krupp	\$10,000	\$13,524	\$0	\$0	\$0	\$0	\$2,860	\$3,000
Lifts	PES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire Suppression/Alarm		\$13,350	\$43,700	\$32,850	\$6,000	\$13,370	\$30,893	\$13,348	\$33,800
Plumbing	Hernandez/Pittman	\$4,293	\$25,000	\$4,840	\$9,200	\$2,980	\$6,700	\$1,000	\$27,048
HVAC	CT Mechanical/State	\$123,000	\$232,100	\$100,000	\$198,800	\$87,000	\$183,774	\$152,360	\$33,000
Electrical	BMI, Horizon, Richmond, Block	\$0	\$45,750	\$0	\$45,500	\$0	\$37,000	\$0	\$33,800
Moving-Items NOT handled by GWS	JDM/Hyde Park Labor	\$0	\$36,667	\$0	\$36,667	\$0	\$36,667	\$0	\$27,048
Security	Kates/WST/CPD Officers	\$0	\$20,000	\$0	\$20,000	\$0	\$20,000	\$0	\$20,000
Final Cleaning	A-1/About Space/BI, Inc.	\$0	\$8,000	\$0	\$5,000	\$0	\$5,000	\$0	\$20,000
Material Testing	Various	\$0	\$53,689	\$0	\$18,339	\$0	\$28,132	\$0	\$41,300
General Labor/Clean-Up/Maintenance	JDM/Hyde Park	\$0	\$37,500	\$0	\$35,441	\$0	\$26,155	\$0	\$41,300
Additional Items not in Scope of Work		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annex Plac Panel Infills	Various Trades	\$0	\$0	\$0	\$0	\$0	\$0	\$19,500	\$19,500
Restrooms 113a/213a HARVARD	VARIOUS TRADES	\$0	\$0	\$0	\$20,000	\$40,000	\$0	\$22,500	\$40,000
Patch/Replace Interior Panels		\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$22,500
Above Ceiling Rework		\$0	\$0	\$0	\$0	\$0	\$0	\$13,000	\$13,000
Gutter Rework		\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000
Additional Items added per 7/22 meeting		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Demo Room 112		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ceramic Tile For Annex Bathrooms		\$0	\$0	\$0	\$0	\$0	\$0	\$9,785	\$9,785
Paint new annex walls		\$0	\$0	\$0	\$0	\$0	\$0	\$14,000	\$14,000
Paint new annex frames		\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000
Extra coats on 1st floor exterior		\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,000
Annex building electrical/voltage adds		\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000
Additional Allowances - List all trade allowances below as applicable. Also, list in this section any overtime/premium time allowances included in subcontract agreements		\$0	\$0	\$0	\$0	\$0	\$0	\$155,000	\$155,000
Buyout		\$52,633	\$69,934	\$11,689	\$32,631	\$86,412	\$82,612	\$231,237	\$104,674
Sub Total - Cost of Construction		\$1,846,940	\$1,299,278	\$638,134	\$1,165,618	\$978,820	\$909,827	\$2,514,307	\$935,024
Design Fees		\$0	\$119,085	\$0	\$114,196	\$0	\$104,347	\$0	\$132,935
General Liability & Builder's Risk Insurance		\$0	\$12,383	\$0	\$8,320	\$0	\$8,302	\$0	\$14,755

2013 School Investment Program Final GMP Pricing

Project No. 11	Name	Banneker 18020	Bass 18030	Bond 18050	Goodlow 18220	Harvard 18250	Nicholson 18430	O'Toole 18780	Total
Description	Subcontractor Name	Material	Labor	Material	Labor	Material	Labor	Material	Labor
General Conditions Allowance (See Worksheet)		\$0	\$152,734	\$0	\$134,437	\$0	\$52,290	\$0	\$152,656
Performance and Payment Bond		\$0	\$11,487	\$0	\$10,357	\$0	\$3,647	\$0	\$7,718
(A) Total Cost of the Work		\$0	\$2,142,629	\$0	\$1,560,398	\$0	\$736,065	\$0	\$1,448,508
(B) Contract Contingency (3.5% of A)		\$0	\$74,992	\$0	\$54,613	\$0	\$25,832	\$0	\$50,898
Design Builders Fee (4% of A + B)		\$0	\$88,705	\$0	\$64,599	\$0	\$30,555	\$0	\$48,682
Design Builder's Overhead		\$0	\$37,988	\$0	\$34,251	\$0	\$12,059	\$0	\$21,171
Total Final GMP Price Breakdown		\$0	\$2,344,314	\$0	\$1,713,829	\$0	\$806,501	\$0	\$1,584,696
Total GMP Price Per School		\$2,344,314	\$1,713,829	\$806,501	\$1,584,696	\$1,286,902	\$1,268,636	\$3,110,927	\$12,115,806

2013 School Investment Program General Requirements & Conditions Worksheet

Project No. 11	Name	Banneker 18020	Bass 18030	Bond 18050	Goodlow 18220	Harvard 18260	Nicholson 18430	O'Toole 18780	Total
Description	Subcontractor Name	Allowance	Allowance	Allowance	Allowance	Allowance	Allowance	Allowance	Allowance
*Management Staffing (DB Management, Superintendents, Foremen, Project Engineers and Support Staff)	Wight	\$130,352	\$114,312	\$37,086	\$134,466	\$87,109	\$106,578	\$146,090	\$755,991
Temporary Field Office Supplies	Included in direct costs	\$3,043	\$3,043	\$3,043	\$3,043	\$3,043	\$3,043	\$3,043	\$21,300
*Site Security/Watchmen									\$0
Dumpsters		\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$14,700
Dust Control									\$0
Temporary Toilets									\$0
Layout/Survey									\$0
Site Video Camera									\$0
Site/Building Restoration or Repair									\$0
Temporary Fencing		\$1,500							\$1,500
Temporary Board-up/protection/barricades		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$14,000
Small Tools and Incidentals									\$0
Equipment and Hoisting									\$0
Temporary Storage Trailers									\$0
Safety and Supplies		\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$12,600
Truck and Driver for Deliveries									\$0
Legal/Consulting fees		\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$1,000
Progress Photos	Digital images only								\$0
Project Signage		\$286	\$286	\$286	\$286	\$286	\$286	\$286	\$2,000
*Daily Cleaning	Included in direct costs								\$0
*Overtime/Premium Time	Included in labor								\$0
*Moving of AC Units	Included in direct costs								\$0
*Moving of Furniture	Included in direct costs								\$0
Weather Protection									\$0
Unassigned Expenses		\$1,429	\$1,429	\$1,429	\$1,429	\$1,429	\$1,429	\$1,429	\$10,000
Travel reimbursement		\$2,357	\$2,357	\$2,357	\$2,357	\$2,357	\$2,357	\$2,357	\$16,500
W/C Insurance		\$7,725	\$6,969	\$2,047	\$5,033	\$4,068	\$5,020	\$9,410	\$40,272
									\$0
Total General Requirements and Conditions Allowances Per School		\$152,734	\$134,438	\$52,290	\$152,656	\$104,334	\$124,755	\$168,657	\$889,863

* Assumptions that support these allowances must be included seperately.

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

1. COMPENSATION FOR DESIGN BUILD SERVICES

- a. DESIGN PHASE SERVICES. The Design Builder shall be paid a lump sum fee for Design Phase Services of \$695,081.00 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 \$661,978.00 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 \$1,016,620.00 as full compensation for General Conditions and for General Requirement; and
- b. a sum that shall not exceed \$9,353,024.00 for Construction Costs as provided in Section 8.2 of Book 1 and Exhibit 5.

- c. 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.

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .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.
- d. GENERAL REQUIREMENTS ITEMS

Design Builder shall provide a schedule of values for the General Requirements 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

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .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

- a. Allowances. The Commission and the Design Builder acknowledge that 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. Design Builder Allowances. 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

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

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.

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

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 and 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 a 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 9 - INSURANCE AND BONDING REQUIREMENTS

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.

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

Performance and Payment Bond
Bond No. SPECIMEN

Contract No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____ *

with offices in the _____ State of _____
as _____ Corporate _____ 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, 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____, for the
furnishing, fabrication, delivery and installation of _____ in the referenced project area and other
miscellaneous work and materials hereby.

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

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

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

_____ 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.

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

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
(Seal
)

Name Individual Principal

(Seal
)

Business Address Individual Principal

City State Partner

CORPORATE SEAL

ATTEST:

Corporate Principal

BY BY

Secretary President

Title Title

Business Address

Corporate Surety

BY

Title

Business Address

CORPORATE SEAL

The rate of premium of this Bond is \$ _____ per thousand.**

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

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 CORPORATE SEAL

I, _____, certify that I am the

Secretary of the _____

corporation named as Principal in the within bond, that

_____, who signed on behalf of the
Principal was then _____ President _____ of said corporation; that I know this
person's signature, 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

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) Workers' Compensation and Employers Liability (Primary and Umbrella)

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 \$1,000,000 each accident, illness or disease. Coverage will include a Waiver of Subrogation.

2) Commercial General Liability (Primary and Umbrella)

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 0443 and CG2037 0443. 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 \$1,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

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 \$2,000,000 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 \$1,000,000 per occurrence with the same terms herein.

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 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 \$1,000,000 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 ~~\$5,000,000~~ \$1,000,000 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 ~~\$5,000,000~~ \$1,000,000 per occurrence with the same terms herein. Subcontractors performing professional work for Design-Builder or an Architect/Engineer must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) Builders Risk

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 certificate are in compliance with all Contract requirements. The failure of the Commission to obtain 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. The Design-Builder will advise all insurers of the Contract provisions regarding 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 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.

ACORD™

Client#: 77145

WIGHCOM2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER

Mackey Team
Mesrow Insurance Services
353 N. Clark Street Suite 1200
Chicago, IL 60654

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:	Phoenix Insurance Company	25623
INSURER B:	Travelers Indemnity Company	25658
INSURER C:	Travelers Indemnity Co. of Amer	25666
INSURER D:	Hanover Insurance Company	22292
INSURER E:	Alterra Excess & Surplus Insura	33189
INSURER F:	Charter Oak Fire Insurance Comp	25615

INSURED

Wight & Company; Wight Construction, Inc
dba Wight Construction Services, Inc.
2500 North Frontage Road
Darlen, IL 60561

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		DTCO6251R167PHX12	09/01/2012	09/01/2013	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
						MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP/OP AGG \$2,000,000
						\$
F	AUTOMOBILE LIABILITY		DT8106251R167COF12	09/01/2012	09/01/2013	
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	UMBRELLA LIAB		DTSMCUP6251R167IND	09/01/2012	09/01/2013	
	<input checked="" type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0					AGGREGATE \$5,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		DTCUB6251R16712	09/01/2012	09/01/2013	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Valuable Papers		RHC9637197	09/01/2012	09/01/2013	\$5,000,000
E	Prof Liab. Incl		MAX7PL0000479	09/01/2012	09/01/2013	\$5,000,000 Each Claim
	Cont Poll Liab.					\$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: 2013 School Investment Program Project 11 and Project 13

The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago are hereby included as Additional Insureds on a primary, non-contributory basis with respects to (See Attached Descriptions)

CERTIFICATE HOLDER

Public Building Commission
Richard J Daley Center
50 W. Washington Street
Room 200
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

General Liability and Automobile Liability, and as their interest may appear, where required by written contract regarding operations performed by the Named Insured. Waiver of subrogation applies in favor of the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago where required by contract regarding operations performed by the Named Insured.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1973

PERFORMANCE AND PAYMENT BOND

Contract No. PS1973

Bond No. 268004276

KNOW ALL MEN BY THESE PRESENTS, that we, Wight & Company,
a corporation organized and existing under the laws of the State of Illinois, with offices in the Darien,
State of Illinois, as _____ Corporate Principal, and _____
Liberty Mutual Insurance Company

a corporation organized and existing under the laws of the State of MA, with offices in the State of IL *
*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called
"Commission", in the penal sum of Twelve Million One Hundred Fifteen Thousand Eight Hundred Six
Dollars and No Cents (12,115,806.00) 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 June 21, 2013, for the fabrication, delivery, performance and
installation of

2013 School Investment Program – Project Number 11

Design-Build Services

Contract Number PS1973

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1973

arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any 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 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 Twelve Million One Hundred Fifteen Thousand Eight Hundred Six Dollars and No Cents (12,115,806.00), 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1973

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this August 20, 2013, 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:

Name BY _____ (Seal)
Individual Principal

Business Address _____ (Seal)
Individual Principal

City State

CORPORATE SEAL

ATTEST:

BY Carl Reglin

Secretary
Title

WIGHT & COMPANY
Corporate Principal

BY [Signature]

President
Title

2500 North Frontage Road
Darien, IL 60561

BY Amy E. Callahan

Amy E. Callahan
175 Berkeley Street
Boston, MA 02116 (847) 396-7139
Business Address & Telephone

Liberty Mutual Insurance Company
Corporate Surety

Attorney-In-Fact

Title

CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Surety Claims Department

Business Address: 1001 4th Avenue, Suite 1700, Seattle, WA 98154

Telephone: (847) 396-7132 Fax: (866) 548-6573

The rate of premium of this Bond is \$ 15.12 slide _____ per thousand. **
Total amount of premium charged is \$ 106,129.00**

* 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. The Commission will not accept a facsimile signature.

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. PS1973

BOND APPROVAL

BY

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Carol Roglin, certify that I am the _____ Secretary of
WIGHT & COMPANY, corporation named as Principal in the foregoing performance and payment bond,
that Ken Gernun who signed on behalf of the Principal was then
President of said corporation; that I know this person's signature, and the signature is genuine; and
that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its
governing body.

Dated this 22nd day of Aug 2013.

CORPORATE SEAL

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6022765

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy E. Callahan; Peter S. Forker

all of the city of WAUKESHA, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of March, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 7th day of March, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of August, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

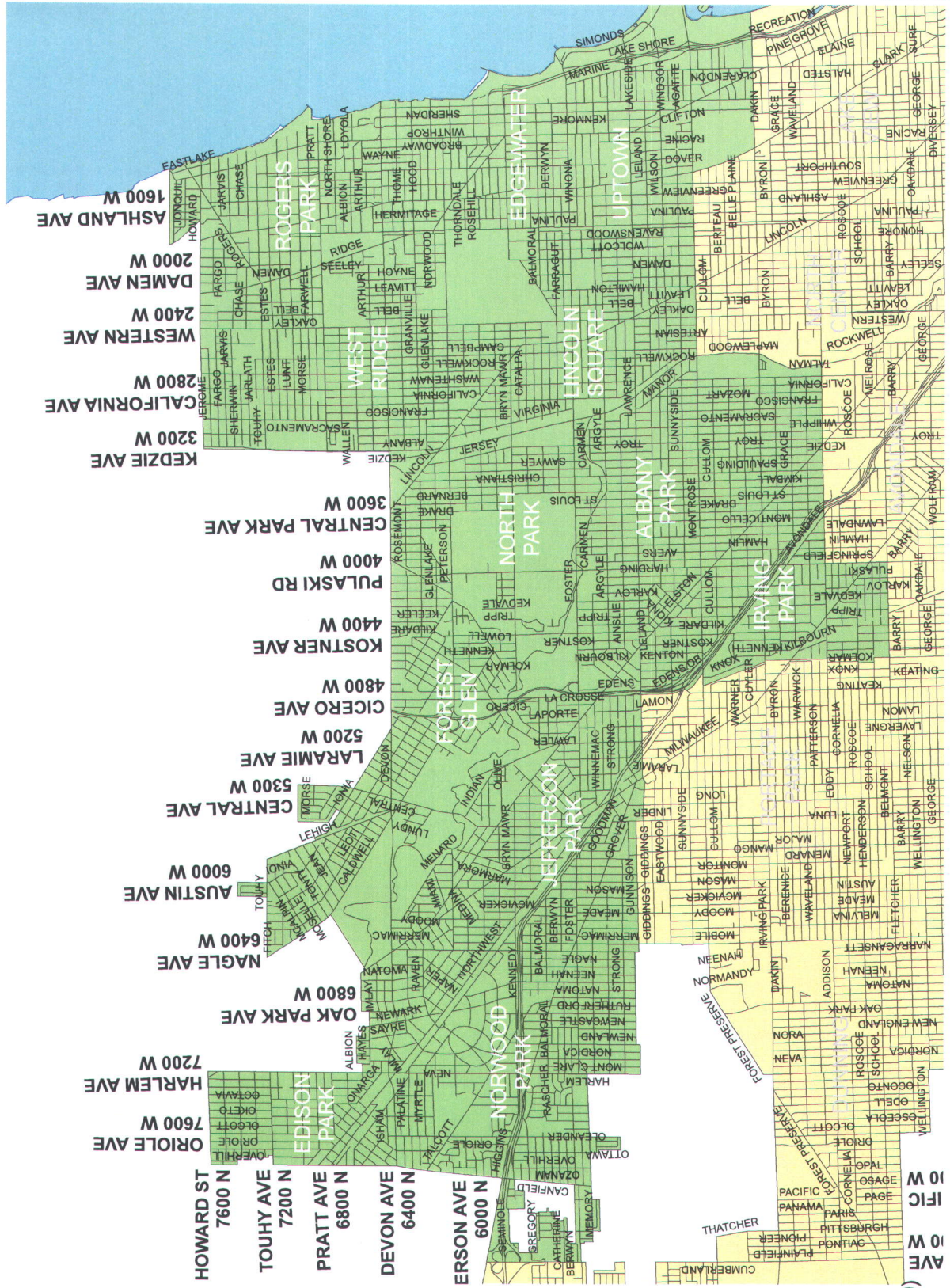
To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT 10 - COMMUNITY AREA MAPS

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



CPS School Investment Program Community Hiring Zone A



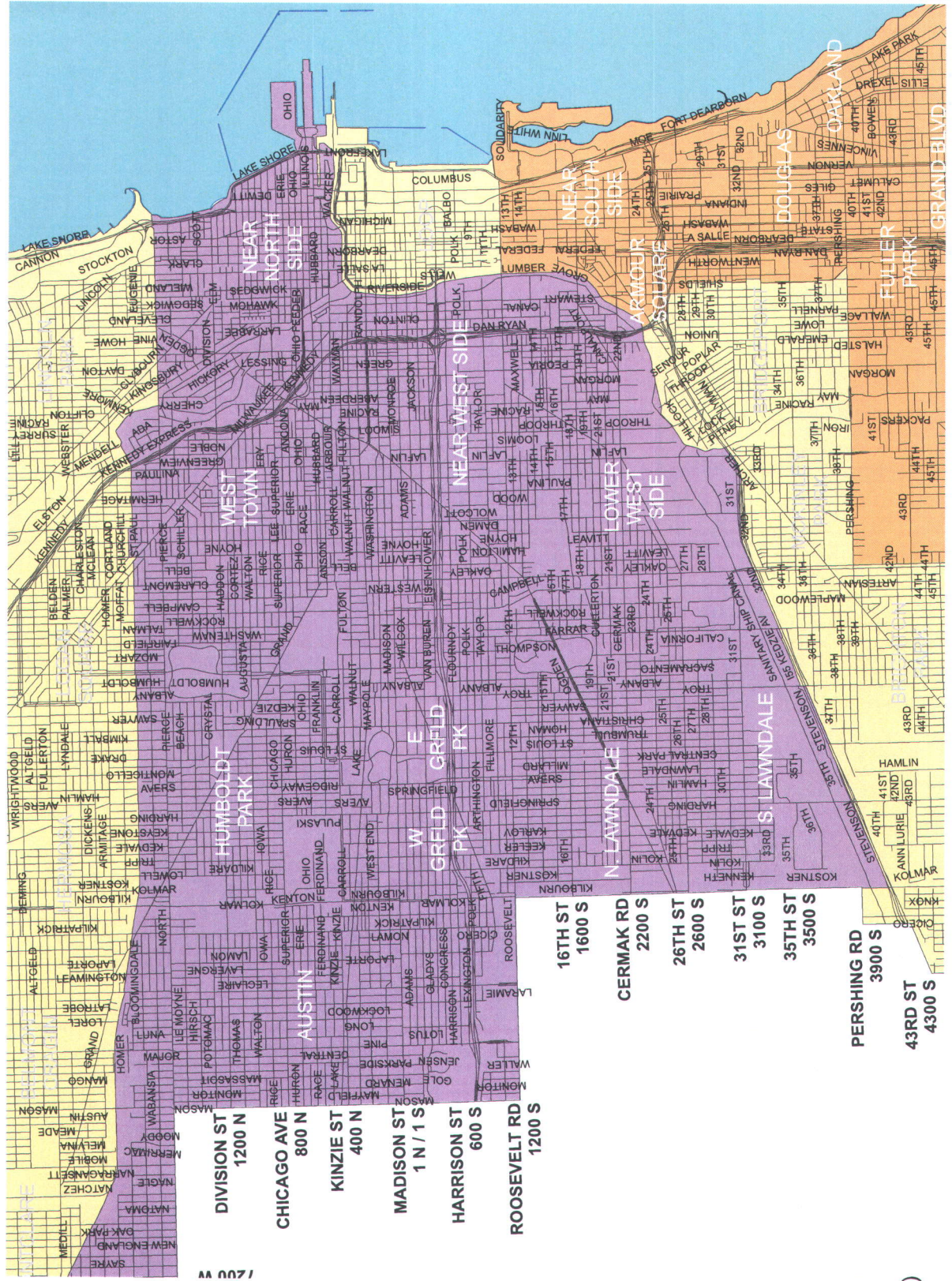
- Zone A
- Zone B
- Zone C

- Welcoming (54)
- Co-Locating (10)
- Turnaround (6)
- Reinvestment (18)
- IB HS Renovations (10)

Projects as of 5/30/2013



CPS School Investment Program Community Hiring Zone B

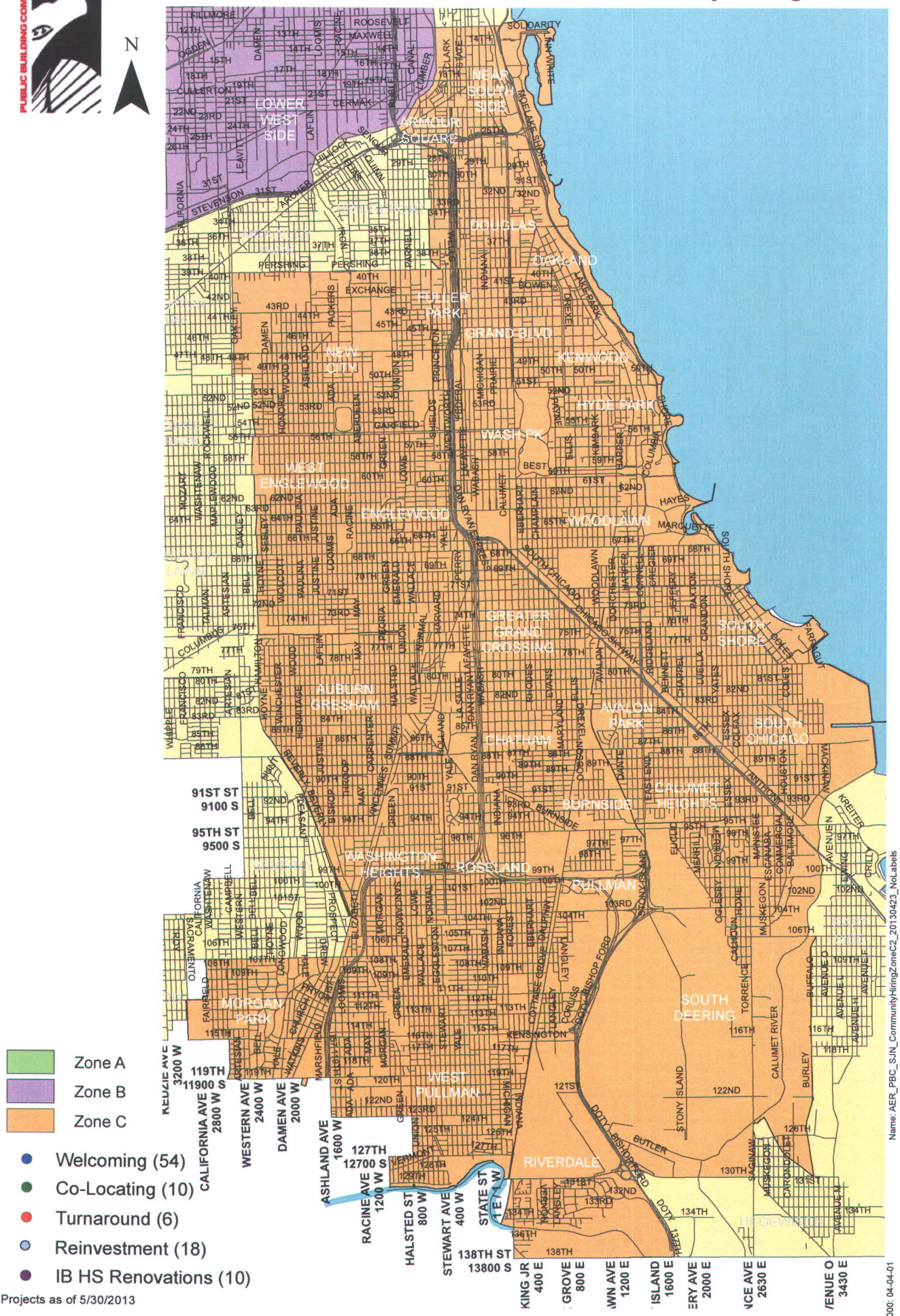


- Zone A
- Zone B
- Zone C

- Welcoming (54)
- Co-Locating (10)
- Turnaround (6)
- Reinvestment (18)
- IB HS Renovations (10)

Projects as of 5/30/2013

**CPS School Investment Program
Community Hiring Zone C**



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: Wight & Company

PROJECT NO.: 11

STATE LINE [4] (COST OF THE WORK) FROM YOUR GMP PROPOSAL: _____

\$ 11,064,725

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	
		MBE (\$)	WBE (\$)
ESD	Design	\$60,000.00	
Urbanworks	Design	\$70,000.00	
Dynacept	Design	\$39,613.00	
Rada	Design		\$ 5,968.00
Maestros Ventr	Design	\$10,500.00	
Spaantech	Design	\$5,400.00	
Hyde Park Env.	Demo & Phase 3 Environmental	\$692,218.00	
Market Contracting	General Carpentry	\$542,743.00	
Duncan Carpet	Flooring		\$ 262,027.00
Market Contracting	Painting	\$142,890.00	
Professional Elevator	Elevator	\$47,048.00	
Hernandez Mech	Plumbing	\$328,000.00	
CT Mechanical	HVAC		\$44,014.00
Renewable Energy Concepts	Painting	\$37,388.00	
Uptown Decorating Corp	Painting	\$26,000.00	
Horizon Contractors	Electrical		\$523,145.00
Pinto Const. Co.	General Carpentry	\$496,707.00	
Trice Construction Co	Concrete		\$39,445.00
BETON Masonry Const	Masonry		\$66,534.00
TOTALS		\$2,498,507.00	\$941,033.00
Commitment Percentage as Cost of the Work		22.58%	8.50%

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached 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.

Raymond F Prokop

Print Name of Authorized Representative



Signature

Kristian McKay-Khachatryan

Designated Design-Builder MBE/WBE Contact Name

Vice President, Construction

Title

08/16/2013

Date

(630) 739-7100

MBE/WBE Contact Phone

kmckay-khachatryan@wightco.com

MBE/WBE Contact Email

State of IL

County of Cook

SS.

On this 16 day of August, 2013, 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 purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:


 Notary Public Signature

Seal:



PROPOSER INFORMATION	
NAME OF DESIGN-BUILD ENTITY	Wight & Company (dba Wight Construction Services)
CONTACT PERSON	James Mark, Jr.
ADDRESS	211 N. Clinton, Suite 300N
CITY, STATE, AND ZIP CODE	Chicago, IL 60661
TELEPHONE NUMBER	312.261.5700
FAX NUMBER	312.261.5701
E-MAIL ADDRESS	jmark@wightco.com

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".

Please complete the applicable corresponding section below.

State of Incorporation: Illinois

Names of all officers of corporation (complete or attach list):

Chairman, CEO
President, COO
Treasurer, Secretary, CFO

Richard Carlson	Group President, Architecture
Kenneth Osmun	Group President, Construction
Peter Mesha	Group President, Engineering
James Mark, Jr.	VP, Director, Chicago Office

Is the corporation owned partially or completely by one or more other corporations?
Yes ☐ No ☒

If "yes" provide the above information, as applicable, for each such corporation.

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
<u>Mark Wight</u>	<u>100</u> %
<u></u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %

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
<u>N/A</u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %

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
<u>N/A</u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %

(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:

- 1) 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;

- 3) 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,, 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.

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.

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

James Mark, Jr.

Name of Authorized Officer (Print or Type)

Vice President, Director- Chicago Office

Title

312.261.5700

Telephone Number

State of Illinois

County of DuPage

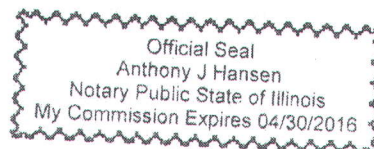
Signed and sworn to before me on this 29 day of April, 2013 by

Vice President, Director-

James Mark, Jr. (Name) as Chicago Office (Title) of

Wight & Company (Bidder/Proposer or Contractor)


Notary Public Signature and Seal



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.
- 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 of goods or services to be provided under Contract:
Design-Build Services
- c. Name of Proposer:
Wight & Company

- (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)
N/A			

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