

BOOK 1
DESIGN-BUILD AGREEMENT
BETWEEN
PUBLIC BUILDING COMMISSION
AND
WIGHT & COMPANY
CONTRACT NO. PS 1922

PING TOM MEMORIAL PARK FIELDHOUSE
217 W. 18th STREET (18th and WENTWORTH)
NEW CONSTRUCTION
PROJECT #11170

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
 Chairman

Erin Lavin Cabonargi
 Executive Director

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MARCH 2012

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DESIGN-BUILD AGREEMENT BETWEEN COMMISSION AND DESIGN-BUILDER

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ARTICLE 1
AGREEMENT

This Agreement is made as of this 12th day of July in the year 2012 (the “Effective Date”), by and between the Public Building Commission of Chicago, a municipal corporation and body politic organized and operating under the Constitution of the State of Illinois (“Commission”) and the DESIGN-BUILDER for services in connection with the following PROJECT:

PING TOM MEMORIAL PARK FIELDHOUSE
18th and Wentworth
CHICAGO, ILLINOIS

ARTICLE 2
GENERAL PROVISIONS

2.1 RELATIONSHIP The Commission and the *Design-Builder* agree to proceed with the Project on the basis of trust, good faith and fair dealing and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the Guaranteed Maximum Price (GMP) and by the Dates of Substantial Completion and Final Completion. The *Design-Builder* agrees to procure or furnish, as permitted by the laws of Illinois, the design phase services and construction phase services as set forth below.

2.1.1 The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.2.2 Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Commission unless authorized in writing by the Commission’s Representative.

2.1.3 The Commission and the Design-Builder shall perform their obligations with integrity, ensuring at a minimum that:

2.1.3.1 conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.1.3.2 The Design-Builder and the Commission warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.2 ARCHITECT/ENGINEER Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the law of the State of Illinois. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Architect/Engineer. The Architect/Engineer for the Project is Wight & Company.

2.3 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Commission and the Design-Builder agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision are for the exclusive benefit of the Commission and the Design-Builder and not for the benefit of any third party nor any third party beneficiary except to the extent expressly provided in the Agreement.

2.4 DEFINITIONS

2.4.1 The Contract Documents consist of:

- a. Change Orders and written amendments to this Agreement including exhibits and appendices, signed by both the Commission and the Design-Builder;
- b. this Agreement except for the existing Contract Documents set forth in item e. below;
- c. the most current documents approved by the Commission pursuant to Subparagraph 3.1.6 or 3.1.7
- d. the information provided by the Commission pursuant to Clause 4.1.2.1;
- e. the Contract documents in existence at the time of execution of this Agreement which are set forth in Article 15; and
- f. the Commission's Program provided pursuant to Subparagraph 4.1.1.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above; further, Book 1 will govern over Book 2 and Book 2A, and Book 2 Shall govern over Book 2A.

2.4.2 The term Day shall mean calendar day, unless otherwise specifically defined.

2.4.3 Design-Builder's Fee means the compensation paid to the Design-Builder for salaries and other mandatory or customary compensation of the Design-Builder's employees at its principal and branch offices except employees listed in Subparagraph

8.2.2, general and administrative expenses of the Design-Builder's principal and branch offices other than the field office, and the Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work, and profit.

2.4.4 Defective Work is any portion of the Work not in conformance with the Contract Documents as more fully described in Article 3.

2.4.5 The term fast-track means accelerated scheduling which involves commencing construction prior to the completion of drawings and specifications and then using means such as bid packages and efficient coordination to compress the overall schedule.

2.4.6 Final Completion occurs on the date when the Design-Builder's obligations under this Agreement are complete and accepted by the Commission and the final payment becomes due and payable.

2.4.7 A Material Supplier is a party or entity retained by the Design-Builder to provide material and equipment for the Work.

2.4.8 Others means other contractors and all persons at the Worksite who are not employed by Design-Builder, its Subcontractors or Material Suppliers.

2.4.9 The term Overhead shall mean 1) payroll costs and other compensation of Contractor employees in the Contractor's principal and branch offices; 2) general and administrative expenses of the Contractor's principal and branch offices including deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work; and 3) the Contractor's capital expenses, including interest on capital used for the Work.

2.4.10 The Commission is the person or entity identified as such in this Agreement and includes the Commission's Representative.

2.4.11 The Commission's Program is an initial description of the Commission's objectives, that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.4.12 The Project as identified in Article 1, is the building, facility or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Commission or Others.

2.4.13 A Subcontractor is a party or entity retained by the Design-Builder as an independent contractor to provide the onsite labor, materials, equipment or services necessary to complete a specific portion of the work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the Commission or any separate contractor's subcontractor.

2.4.14 Substantial Completion of the Work, or of a designated portion, occurs on the date when the Design-Builder's obligations are sufficiently complete in accordance with the Contract Documents so that the Commission may occupy or utilize the Project, or a designated portion, for the use for which it is intended, in accordance with Section 3.06 of Book 2. The issuance of a Certificate of Occupancy is not a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Design-Builder's control. This date shall be confirmed by a Certificate of Substantial completion signed by the Commission and the Design-Builder. The Certificate shall state the respective responsibilities of the Commission and the Design-builder for security, maintenance, heat, utilities, or damage to the Work, and insurance. The Certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction, within the time frame, if any, established for the Date of Final Completion.

2.4.15 A Sub-subcontractor is a party or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.4.16 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.17 The Work is the Design Phase services procured or furnished in accordance with Paragraph 3.1, the GMP Proposal provided in accordance with Paragraph 3.2, the Construction Phase services provided in Paragraph 3.3, additional services that may be provided in accordance with Paragraph 3.10, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

2.4.18 Deliverables are any and all documents, including but not limited to plans, specifications, drawings, and reports prepared by the Design-Builder in the performance of the Work.

2.4.19 Worksite means the geographic area at the location mentioned in Article 1 where the Work is to be performed.

2.4.20 User Agency means the unit of local government on the behalf of which the Commission is undertaking the design and construction of the Project.

ARTICLE 3

DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Commission's Program, as such Program may be

modified by the Commission during the course of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of its services consistent with the team relationship described in Paragraph 2.1, but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP proposal. The Design-Builder shall at all times comply in letter and spirit with, and demonstrate good faith efforts to achieve, the affirmative action goals of the Commission and its User Agency, as those goals may be set forth in the MBE/WBE Special Conditions for Construction Contracts, Book 2, Article 23 and MBE/WBE Special Conditions for Professional Services, Book 2, Article 24, attached hereto and incorporated by reference herein, and in any other terms and provisions of this Agreement.

3.1 DESIGN PHASE SERVICES. In addition to the Design Phase Services set forth below, the Design-Builder shall provide those design services specified in Exhibit 1 - Design Builder Design Services, attached hereto and incorporated by reference herein.

3.1.6 DESIGN DEVELOPMENT DOCUMENTS The Design-Builder shall submit for the Commission's written approval Design Development Documents based on the programmatic requirements in the RFP and modifications agreed to by the Commission and the Design-Builder. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. One set of these documents shall be furnished to the Commission. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the requirements of the RFP and the modifications agreed to by the Commission. The Design-Builder shall update the schedule and estimate based on the Design Development Documents.

3.1.7 CONSTRUCTION DOCUMENTS The Design-Builder shall submit for the Commission's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Commission prior to commencement of construction. If GMP has not been established the Design-Builder shall prepare a further update of the schedule and estimate based on the Construction Documents.

3.1.8 OWNERSHIP OF DOCUMENTS

3.1.8.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Commission, including all copyrights inherent in them or their preparation.

During performance of the Work, Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder must bear the cost of replacement and of any loss suffered by the Commission.

3.1.8.2 COPYRIGHT Design-Builder and the Commission agree that, to the extent permitted by law, the Deliverables to be produced by Design-Builder at the Commission's instance and expense under this Agreement are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the Commission will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. Design-Builder warrants to the Commission, its successors and assigns, that on the date of transfer Design-Builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design-Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.1.8.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to Article 12, the Commission shall have the right to use, to reproduce, and to made derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 3.1.8.2, provided payment has been

made pursuant to the Contract Documents. The Commission's use of the Documents without the Design-Builder's involvement is at the Commission's sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.

3.1.8.4 COMMISSION'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Commission may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite. The Commission's use of the Documents without the Design-Builder's involvement or on other projects is at the Commission's sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.

3.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design-Builder has transferred its copyright interest in the Documents under Subparagraph 3.1.8.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.8.6 The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Commission in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.2 GUARANTEED MAXIMUM PRICE (GMP)

3.2.1 GMP PROPOSAL The GMP shall be the sum of the estimated Cost of the Work as defined in Article 8 and the Design-Builder's Fee as defined in Article 7. The GMP is subject to modification as provided in Article 9. The Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.2.2 BASIS OF GUARANTEED MAXIMUM PRICE The Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

3.2.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.2.2.2 a list of allowances and a statement of their basis;

3.2.2.3 a list of the assumptions and clarifications made by the Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications issued as part of the RFP;

3.2.2.4 the Date of Substantial Completion and the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.2.2.5 a schedule of applicable alternate prices;

3.2.2.6 a schedule of applicable unit prices;

3.2.2.7 a statement of Additional services included, if any,

3.2.2.8 the Design-Builder's Contingency as provided in Subparagraph 3.2.3;

3.2.2.9 a statement of any work to be self-performed by the Design-Builder; and

3.2.2.10 a statement identifying all patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

3.2.3 DESIGN-BUILDER'S CONTINGENCY The GMP will contain, as part of the estimated Cost of the Work, the Design-Builder's Contingency, a sum mutually agreed upon and monitored by the Design-Builder and the Commission to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. The Design-Builder's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the GMP. The Design-Builder shall provide the Commission with an accounting of charges against the Design-Builder's Contingency.

3.2.4 COST REPORTING The Design-Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design-Builder shall maintain a complete set of all books and records prepared or used by the Design-Builder with respect to the Project. The Design-Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to generally accepted accounting principles. The Commission shall be afforded reasonable access during normal business hours to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design-Builder shall present all such records for a period of five years after the final payment or longer where required by law.

3.3. CONSTRUCTION PHASE SERVICES

3.3.1 The Construction Phase will commence upon the issuance by the Commission of a written notice to proceed with construction.

3.3.2 In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools and subcontracted items.

3.3.3 The Design-Builder shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work.

3.3.4 The Design-Builder shall obtain the building permits necessary for the construction of the Project. The cost of the building permits are a Cost of the Work.

3.3.5 The Design-Builder shall provide periodic written reports to the Commission on the progress of the Work in such detail as is required by the Commission and as agreed to by the Commission and the Design-Builder.

3.3.6 The Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to the Commission at mutually agreeable intervals.

3.3.7 The Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.3.8 The Design-Builder shall prepare and submit to the Commission:

final marked-up as built drawings

updated electronic data

in general documenting how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to the Agreement.

3.4 CONSTRUCTION MEANS AND METHODS Design-Builder is solely responsible for the means, methods, techniques, sequences and procedures of construction within the parameters set forth by this Agreement. Nothing in this Section 3.4 shall be deemed to limit the Design-Builder's obligations to provide the Commission access to all Work as provided in other Sections of this Agreement, nor shall the Commission's observation of the Work at Construction Hold Points be construed to relieve the Design-Builder of its obligation to correct defective Work if defects are discovered after an observation.

3.5 SCHEDULE OF THE WORK The Design-Builder shall prepare and submit a Schedule of Work for the Commission's acceptance and written approval as to milestone dates and activities pursuant to Article 10 of Book 2. This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Commission. The Schedule shall be revised as required by the conditions of the Work and as agreed upon by the Parties and as otherwise provided in Article 10 of Book 2.

3.6 SAFETY OF PERSONS AND PROPERTY

3.6.1 SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this Paragraph establish the responsibility for safety between the Commission and the Design Builder, they do not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.6.2 The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.6.2.1 its employees and other persons at the Worksite;

3.6.2.2 materials, supplies and equipment stored at the Worksite for use in performance of the Work; and

3.6.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.6.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate an individual at the Worksite in the employ of the Design-Builder who shall act as the Design-Builder's designated safety representative with a duty to prevent accidents. The Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to the Commission. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Commission.

3.6.4 The Design-Builder shall provide the Commission with copies of all notices required of the Design-Builder by law or regulation. The Design-Builder's safety program shall comply with the requirements of all governmental authorities having jurisdiction over the Work.

3.6.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, or any third party, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Commission and not to the Design-Builder shall be promptly remedied by the Commission; provided, however, that the Commission may direct the Design-Builder to remedy such damage or loss, and the Commission shall pay for such remedy as a Cost of the Work.

3.6.6 If the Commission deems any part of the Work or Worksite unsafe, the Commission, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective

measures satisfactory to the Commission, or both. If the Design-Builder does not adopt corrective measures, the Commission may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in Article 8. The Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Commission's reasonable request.

3.7 HAZARDOUS MATERIALS

3.7.1 A Hazardous Material is any substance or material identified as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up. The Design-Builder shall not be obligated to commence or continue work until all Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Commission as certified by an independent testing laboratory approved by the appropriate government agency.

3.7.2. If after the commencement of the Work, Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Commission and, if required, the government agency with jurisdiction.

3.7.3 The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.7.4 The Commission shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Commission. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.7.5 If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion.

3.7.6 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Commission or Others, shall be maintained at the Project by the Design-Builder and made available to the Commission and Subcontractors.

3.7.7 During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon issuance of the Certificate of Substantial Completion, the Commission shall be responsible under this Paragraph for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

3.7.8 The terms of this Paragraph 3.7 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.8 WARRANTIES AND COMPLETION

3.8.1 The Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work. The Design-Builder agrees to correct all construction performed under this Agreement which is defective in workmanship or materials within a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

3.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Commission, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. The Design-Builder shall assist the Commission in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.3 The Design-Builder shall secure any and all required certificates of inspection, testing or approval and deliver them to the Commission.

3.8.4 The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Commission in a format directed by the Commission.

3.8.5 The Design-Builder shall direct the commissioning checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CONFIDENTIALITY The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and the Architect/Engineer as is necessary for the performance of the Work, or use for its own benefit any of the Commission's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Commission shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed

to the Commission in connection with the performance of this Agreement. The Commission and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential." Notwithstanding the foregoing, the Parties acknowledge and agree that the Commission is a unit of local government, and as such is subject to Freedom of Information Act, 5 ILCS 140/1 et seq.

Design-Builder will not issue any publicity, news releases or grant press interviews, and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Work or the Project to which the Work pertains without the prior written consent of the Commission.

If Design-Builder is presented with a request for documents by any administrative agency, or with a *subpœna duces tecum* regarding any records, data or documents which may be in Design-Builder's possession by reason of this Agreement, Design-Builder shall immediately give notice to the Commission and its legal counsel with the understanding that the Commission will have the opportunity to contest such process by any means available to it before the records or documents are released to a court or other third party. Design-Builder is not, however, obligated to withhold the delivery beyond the time ordered by the court or administrative agency unless the *subpœna* or request is quashed, or the time to produce is otherwise extended.

3.10 ADDITIONAL SERVICES The Design-Builder shall provide or procure the following Additional services upon the request of the Commission. A written amendment to this Agreement between the Commission and the Design-Builder shall define the extent of such Additional services before they are performed by the Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional services shall be considered a change in the Work.

3.10.1 Development of the Commission's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.

3.10.2 Consultations, negotiations, and documentation and supporting the procurement of Project financing.

3.10.3 Surveys, site evaluations, legal descriptions and aerial photographs.

3.10.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.

3.10.5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.

3.10.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.

3.10.7 Investigation or making measured drawings of existing conditions or the reasonably required verification of Commission-provided drawings and information.

3.10.8 Artistic renderings, models and mockups of the Project or any part of the Project or the Work.

3.10.10 Interior design and related services, including procurement and placement of furniture, furnishings, artwork and decorations.

3.10.11 Making revisions to the, Design Development or Construction Documents or documents forming the basis of the GMP after they have been approved by the Commission, and which are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Material Suppliers, Sub-subcontractors or the Architect/Engineer.

3.10.12 Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained or work to be performed, by the Commission, including not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of the Work.

3.10.13 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.

3.10.14 Out-of-town travel by the Architect/Engineer in connection with the Work, except between the Architect/Engineer's office, the Design-Builder's office, the Commission's office and the Worksite.

3.10.15 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start-up.

3.10.16 Services for tenant or rental spaces not a part of this Agreement.

3.10.17 Services requested by the Commission or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.

3.10.18 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.

3.10.19 Providing services relating to Hazardous Material discovered at the Worksite.

3.10.20 Other services as agreed to by the Parties.

3.11 STANDARD OF CARE

3.11.1 Design-Builder shall perform all services required by this Agreement with that degree of skill, care and diligence consistent with the professional standards prevailing in the Chicago metropolitan area for services of comparable scope and magnitude.

3.11.2 Design-Builder is and remains responsible for the professional and technical accuracy of all services or Deliverables furnished, whether by Design-Builder, the Architect Engineer, or others on its or their behalf. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. Subsequent editions of design Deliverables, including drawings and specifications, shall supersede earlier editions, provided that any items that have changed on the design Deliverables are explicitly noted. Subsequent design Deliverables shall represent further development of the design Deliverables and shall not change or omit previously approved features or elements unless such differences or deviations are: (i) explicitly noted and identified in writing on the Deliverable, and (ii) expressly and unambiguously accepted by the Commission in writing. The Commission's inadvertent approval of a design Deliverable that contains an unapproved difference or deviation from any requirement of this Agreement shall not be construed as a waiver of such requirement.

3.11.3 Design-Builder shall, consistent with the Illinois Architecture Practice Act of 1989, 225 ILCS 305 *et seq.*, and other applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified independent licensed design professionals, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design Builder to complete the Work consistent with the Contract Documents. Design-Builder must assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Design-Builder must provide copies of any such licenses.

3.11.4 Any or all agreements between the Design-Builder and the Architect Engineer shall provide that the Commission is a third party beneficiary of such agreement, and shall provide further that the Commission shall have a direct right and cause of action against the Architect Engineer for any error or omission by the Architect Engineer in the performance of the design services of the Work.

3.12 PROJECT PROCEDURES Design-Builder shall develop in conjunction with the Commission's Representative, and shall prepare and submit in writing for the Commission's review and approval, procedures with regard to procurement, construction, project controls, project management, safety and design for the duration of the Project. The Project Procedures are material terms of this Agreement. It is the intent of the Parties and this Agreement that the approved Project Procedures are solely for the purpose of adding additional and explanatory detail to the requirements of this Agreement. In the event of a contradiction or inconsistency, the provisions of the Contract Documents take precedence over an approved Project Procedure. In no event shall approved Project Procedures be interpreted to diminish Design-Builder's duties or

obligations under this Agreement, or to impose additional duties or liabilities not otherwise set forth in this Agreement upon the Commission.

3.13 DESIGN-BUILDER'S STAFFING/KEY PERSONNEL

3.13.1 STAFFING Immediately upon execution of this Agreement, Design-Builder will assign and maintain throughout the term of the Agreement an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Work.

3.13.2 KEY PERSONNEL Design-Builder's Key Personnel for the Work are listed in Exhibit 4, attached hereto. In the event that any such Key Personnel are unable to continue to perform Work, the Design-Builder will promptly notify the Commission. Any change or substitution with respect to Key Personnel requires the approval of the Commission. In the event that, in the opinion of the Executive Director, the performance of Key Personnel or any of Design-Builder's staff assigned to the Work, is at an unacceptable level, Design-Builder will remove them from the Project upon written notice from the Commission, and will provide a replacement for the Commission's approval within seven Days of receipt of the notice to remove.

3.14 RIGHT OF ENTRY The Design-Builder and any of its officers, employees, agents, subconsultants and subcontractors will be permitted to enter upon any part of the Project Site in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules established by the Commission. Commission's consent to enter upon all or any part of the Project Site will not create nor be deemed to imply the creation of any additional responsibilities on the part of the Commission.

The Design-Builder will use, and will cause each of its officers, employees, agents, subconsultants and subcontractors to use reasonable care, unless otherwise expressly set forth in this Agreement, when entering upon the Project Site in connection with the Work. The Design-Builder will comply and will cause each of its officers, employees, agents, subconsultants and subcontractors to comply with any and all instructions and requirements for the use of the Project Site, and any express licenses for such use are hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from or by reason of or in connection with any such entry will be treated in accordance with the applicable terms and conditions of the Agreement, including, without limitation, the indemnification provisions contained in this Agreement. If the Design-Builder, or anyone for whom it is responsible, causes damage to Commission property, or the property of the owner of the Project Site, the Design-Builder must, at the option of the Commission, either 1) pay the cost of repair of the damage or 2) repair or replace the damaged property. The Commission shall have the right of set-off against the payments to the Design-Builder for the cost of repairs.

3.15 DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is Raymond F. Prokop, Vice President.

ARTICLE 4

COMMISSION'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY THE COMMISSION

4.1.1 The Commission shall provide full information in a timely manner regarding requirements for the Project, including the Commission's Program and other relevant information.

4.1.2 The Commission shall provide:

4.1.2.1 all available information describing the physical characteristics of the site, including surveys, site evaluations legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.

4.1.2.2 inspection and testing services during construction as required by law or as mutually agreed; and

4.1.2.3 unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

4.1.3 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information and services required by this Paragraph 4.1.

4.2 RESPONSIBILITIES DURING DESIGN PHASE

4.2.1 The Commission shall provide the Commission's Program at the inception of the Design Phase and shall review and timely approve in writing schedules, Design Development Documents and Construction Documents furnished during the Design Phase as set forth in Paragraph 3.1, and the GMP Proposal as set forth in Paragraph 3.2.

4.3 RESPONSIBILITIES DURING CONSTRUCTION PHASE

4.3.1 The Commission shall review the Schedule of the Work as set forth in Paragraph 3.5 and timely approve the milestone dates set forth pursuant to Article 10 of Book 2.

4.3.2 If the Commission becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Commission shall give prompt written notice to the Design-Builder. The failure of the Commission to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.3.3 The Commission shall communicate with the Design-Builder's Subcontractors, Material Suppliers and the Architect/Engineer only through or in the presence of the

Design-Builder. The Commission shall have no contractual obligations to Subcontractors or suppliers.

4.3.4 The Commission shall provide insurance for the Project as provided in Article 11.

4.4 COMMISSION'S REPRESENTATIVE The Commission's Representatives are Art Del Muro for Design and Frank Sobkowiak for Construction. The Representatives:

4.4.1 shall be fully acquainted with the Project;

4.4.2 agrees to furnish the information and services required of the Commission pursuant to Paragraph 4.1 so as not to delay the Design-Builder's Work; and

4.4.3 shall have authority to bind the Commission in all matters requiring the Commission's approval, authorization or written notice. If the Commission changes its representatives or the representatives' authority as listed above, the Commission shall notify the Design-Builder in writing in advance.

4.5 TAX EXEMPTION If in accordance with the Commission's direction the Design-Builder claims an exemption for taxes, the Commission shall indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Commission's direction.

4.6 ELECTRONIC DOCUMENTS If the Commission requires that the Commission and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Commission and Design-Builder shall agree on a written protocol governing all such exchanges in a separate agreement, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

ARTICLE 5

SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer.

5.1 RETAINING SUBCONTRACTORS The Design-Builder shall not retain any subcontractor that has been debarred by Commission or the City of Chicago from doing business with the debarring agency, or any subcontractor to whom the Commission has a reasonable and timely

objection. The Design-Builder shall not make any substitute for a subcontractor that has been accepted by the Commission without the written approval of the Commission.

5.2 MANAGEMENT OF SUBCONTRACTORS The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work. The Commission will communicate with the Design-Builder regarding the Work, except that the Commission shall have the right to communicate directly with the Design-Builder's subcontractors as the Commission deems reasonably necessary to address matters such as MBE and WBE issues, direct payments to subcontractors, lien and surety matters, and other matters where such direct communication may reasonably be required.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT

5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Commission, subject to the prior rights of any surety, provided that:

5.3.1.1 this Agreement is terminated by the Commission pursuant to Article 19 of Book 2; and

5.3.1.2 the Commission accepts such assignment, after termination by notifying Subcontractor and Design-/Builder in writing, and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.

5.3.2 If the Commission accepts such assignment and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

5.4 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents.

5.5 DESIGN-BUILDER'S LIABILITY FOR SUBCONTRACTORS The Design-Builder is responsible for all subcontractor Work and for all acts, failures to act, and omissions of its subcontractors. For the purposes of this Agreement, the Design-Builder's acts and omissions include those of its subcontractors to the same extent as if they had been committed by the Design-Builder. Notwithstanding the foregoing, there is no privity between subcontractors and the Commission. Except as set forth in Book 2, Article 23 "MBE/WBE Special Conditions for Construction Contracts" and Book 2 Article 24 "MBE/WBE Special Conditions for Professional Services Contracts," subcontractors have no rights as third-party beneficiaries under this Agreement. However, all subcontracts of every tier shall state that the Commission is an intended third-party beneficiary of the subcontract.

ARTICLE 6

TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Effective Date of this Agreement as first written in Article 1 unless otherwise set forth below:

The Work shall proceed in general accordance with the Design-Build Schedule attached hereto as Exhibit 8, as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the date of Final Completion shall be established, and subject to adjustments, as provided for in the Contract Documents. The Commission and the Design-Builder may agree not to establish such dates, or in the alternative to, establish one but not the other of the two dates in this Agreement. If such dates are not established upon the execution of this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of Work shall be established in an amendment.

6.2.1 Time limits stated in the Contract Documents are of the essence.

6.2.2 Unless instructed by the Commission in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder or the Commission.

6.3 DELAYS IN THE WORK

6.3.1 Delays and time extensions shall be administered as provided in Article 10 of Book 2.

6.4 LIQUIDATED DAMAGES

6.4.1 SUBSTANTIAL COMPLETION The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion and as further set forth in Article 10 of Book 2, Section 10.04.

6.4.1.1. The Design-Builder understands that if the Date of Substantial Completion established by the Parties, as may be amended by subsequent Change Order, is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Substantial Completion is not attained, the Design-Builder shall pay the Commission One Thousand Dollars (\$1,000) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Substantial Completion.

6.4.2 FINAL COMPLETION The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

6.4.3 The Design-Builder understands that if the Date of Final Completion established by the Parties is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final Completion is not attained, the Design-Builder shall pay the Commission Two Thousand Dollars (\$2,000) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Final completion.

6.4.4 OTHER LIQUIDATED DAMAGES The Commission and the Design-Builder may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.5 COMMISSION'S RIGHT TO OCCUPY PORTIONS OF THE WORK

6.5.1 The Commission may occupy and use the Project, or portions thereof, in advance of Substantial Completion. If the Commission desires to exercise partial occupancy and use prior to Substantial Completion, the Commission shall provide written notice to the Design-Builder, and the Design-Builder shall cooperate with the Commission in making available for the Commission's use such Project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Commission desires to occupy and use the space or spaces, then the Design-Builder will make every reasonable effort to complete that Work.

6.5.2 In the event of occupancy/turn-over prior to Substantial Completion:

6.5.2.1 Within fourteen (14) days after receiving notice of the planned early occupancy, the Design-Builder will provide written notice to the Commission of the following: (i) the current condition of the space desired for early occupancy; (ii) the anticipated condition of the space at the date of anticipated early occupancy; (iii) a preliminary estimate of any potential additional costs, if any, as a direct or indirect result of the early occupancy; and (iv) a preliminary estimate of any potential impact to the Project Schedule, if any, as a result of the early occupancy.

6.5.2.2 If the early occupancy is necessitated by a delay in Substantial Completion beyond the scheduled date of Substantial Completion and is not the subject of a Change Order, Design-Builder shall be responsible for all additional costs associated with the preparation of the space for the early occupancy.

6.5.2.3 The following conditions will apply to the spaces and/or equipment that is affected by the Commission's early occupancy:

6.5.2.3.1 A punch list will be assembled by the Commission, Design-Builder and its subcontractors, and an inspection of the affected space by the Commission will be accomplished prior to the start of early occupancy.

6.5.2.3.2 Warranties will begin to run only on those portions of systems and materials actively used, and shall not begin to run on those portions of systems and materials not used. Warranties of systems that are common to both the occupied and unoccupied parts of the Project will begin to run at Substantial Completion.

6.5.2.3.3 Risk of loss associated with the finished Work which the Commission occupies early transfers to the Commission at the start of the early occupancy.

6.5.2.3.4 As part of the Change Order for early occupancy, the Parties will agree and set forth in writing the scope and date of early occupancy, and what effect early occupancy will have on Liquidated Damages and insurance coverage.

ARTICLE 7

COMPENSATION

7.1 DESIGN PHASE COMPENSATION

7.1.1 To the extent required by applicable law, the costs of services performed directly by the Architect/Engineer is computed separately and is independent from the Design-Builder's compensation for work or services performed directly by the Design-Builder, these costs shall be shown as separate items on applications for payment. If an Architect/Engineer is retained by the Design-Builder, the payments to the Architect/Engineer shall be as detailed in a separate agreement between the Design-Builder and the Architect/Engineer.

7.1.2 The Commission shall compensate the Design-Builder for services performed during the Design Phase as described in Paragraph 3.1, including preparation of a GMP Proposal, if applicable, as described in Paragraph 3.1, as follows:

For Design Phase Services: Six Hundred Fifty Four Thousand Dollars (\$654,000).

7.1.3 Compensation for Design Phase services, as part of the Work, shall include the Design-Builder's Fee as established in Paragraph 7.3, paid in proportion to the services performed, subject to adjustment as provided in Paragraph 7.4.

7.1.4 Within fifteen (15) Days after receipt of each monthly application for payment, the Commission shall give written notice to the Design-Builder of the Commission's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such application, the Commission shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Commission. If such application is rejected in whole or in part, the Commission shall indicate the reasons for its rejection. If the Commission and the Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, the Commission shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Commission for which application for payment is made, less amounts previously paid by the Commission. Those items rejected by the Commission shall be due and payable when the reasons for the rejection have been removed.

7.2 CONSTRUCTION PHASE COMPENSATION

7.2.1 The Commission shall compensate the Design-Builder for Work performed following the commencement of the Construction Phase on the following basis:

7.2.1.1 the Cost of the Work as allowed in Article 8; and

7.2.1.2 the Design-Builder's fee paid in proportion to the services performed subject to adjustment as provided in Paragraph 7.4.

7.2.2 The compensation to be paid under this Paragraph 7.2 shall be limited to the Guaranteed Maximum Price ("GMP"), as the GMP may be adjusted under Article 9.

7.2.3 Payment for Construction Phase services shall be as set forth in Article 10. If Design Phase services continue to be provided after construction has commenced, the Design-Builder shall continue to be compensated as provided in Paragraph 7.1, or as mutually agreed.

7.3 DESIGN-BUILDER'S FEE The Design-Builder's Fee shall be as follows, subject to adjustment as provided in Paragraph 7.4:

Two Hundred Ninety Six Thousand Dollars (\$296,000)

7.4 ADJUSTMENT IN THE DESIGN-BUILDER'S FEE Adjustment in the Design-Builder's fee shall be made as follows:

7.4.1 for changes in the Work as provided in Article 9, the Design-Builder's fee shall be adjusted as follows:

7.4.2 for delays in the Work not caused by the Design-Builder, except as provided in Article 10 of Book 2, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and

7.4.3 if the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, the Design-Builder shall be paid an additional fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work for the replacement, provided that such loss was not due to any error or omission by the Design-Builder, or any party for which the Design-Builder may be liable.

ARTICLE 8

COST OF THE WORK

The Commission agrees to pay the Design-Builder for the Cost of the Work as defined in this Article and as further described in Exhibit 5 Design Builder's Guaranteed Maximum Price Proposal, Exhibit 6 Schedule of Values and Exhibit 7 Compensation/Cost of Work. This payment shall be in addition to the Design-Builder's Fee stipulated in Paragraph 7.3.

8.1 COST ITEMS FOR DESIGN PHASE SERVICES

8.1.1 Compensation for Design Phase services as provided in Paragraph 7.1

8.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES

8.2.1 Wages paid for labor in the direct employ of the Design-Builder in the performance of the Work.

8.2.2 Salaries of the Design-Builder's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

Project management, administrative assistance and project engineering directly associated with the Work.

8.2.3 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Design-Builder's standard personnel policy, insofar as such costs are paid to employees of the Design-Builder who are included in the Cost of the Work under Subparagraphs 8.2.1 and 8.2.2.

8.2.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Commission, transportation, storage and handling.

8.2.5 Payments made by the Design-Builder to Subcontractors for work performed under this Agreement.

8.2.6. Fees and expenses for design services procured or furnished by the Design-Builder except as provided by the Architect/Engineer and compensated in Paragraph 7.1.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Design-Builder.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Design-Builder or Others including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which the Design-Builder is required to procure, and approved by the Commission, including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Design-Builder is liable.

8.2.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the Design-Builder is not responsible as set forth in Paragraph 11.2, and deposits lost for causes other than the Design-Builder's negligence.

8.2.12 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the negligence of the Design-Builder.

8.2.13 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.

8.2.14 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite, to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

8.2.15 All water, power and fuel costs necessary for the Work.

8.2.16 Cost of removal of all non-hazardous substances, debris and waste materials.

8.2.17 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.18 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Commission and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work.

8.2.19 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Design-Builder's Fee as set forth in Article 7, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

ARTICLE 9

CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order pursuant to the provisions of Article 17 of Book 2: Changes in the Work.

ARTICLE 10

PAYMENT FOR CONSTRUCTION PHASE SERVICES

10.1 PROGRESS PAYMENTS

Payment applications and procedures shall be as defined in Article 16 of Book 2.

ARTICLE 11

INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION

11.1 Indemnity, Insurance, Bonds and Waiver of Subrogation shall be as provided in Article 5 of Book 2 and Exhibit 9 unless otherwise specified herein.

11.2 **ROYALTIES, PATENTS AND COPYRIGHTS** The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall defend, indemnify and hold the Commission harmless from all suits or claims for infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Commission.

11.3 **LIENS** If any of the Design-Builder's subconsultants, subcontractors, employees, officials, agents or other person directly or indirectly acting for, through or under any of them

files or maintains a lien or claim pursuant to the Illinois Public Mechanics' Lien Act, 770 ILCS 60/23, against the public funds for the Project, then the Design-Builder agrees to cause such liens and claims to be satisfied, removed or discharged within thirty (30) days from the date of filing thereof; provided, however, that the Commission may extend the thirty (30) day period if the Commission determines that such lien claim cannot be so satisfied, removed or discharged in such period and that the Design-Builder is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The Commission will have the right, in addition to all other rights and remedies provided under this Agreement, Book 2 Article 16, or by law, to cause such liens or claims to be satisfied, removed or discharged by any means at the Design-Builder's sole cost, such cost to include reasonable legal fees.

The Design-Builder will give, or cause to be given, a copy of these provisions to all subcontractors and will include these provisions in all agreements with subcontractors, and/or give written notice to all subcontractors or other persons having oral or written agreements with such subcontractors.

11.4 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in Paragraph 6.4 and excluding losses covered by insurance required by the Contract Documents, the Commission and the Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Commission agrees to waive damages including but not limited to the Commission's loss of use of the Project, loss of reputation, or insolvency. The Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver:

The Commission and the Design-Builder shall require similar waivers in contracts with Subcontractors and others retained for the Project.

ARTICLE 12

SUSPENSION AND TERMINATION OF THE AGREEMENT AND COMMISSION'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES

12.1 Suspension and Termination shall be as defined in Article 19 of Book 2.

ARTICLE 13
DISPUTE MITIGATION AND RESOLUTION

13.1 Claims and Disputes shall be as defined in Article 18 of Book 2.

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

14.2 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.3 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

14.4 TITLES AND GROUPINGS The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Commission's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions,.

14.5 JOINT DRAFTING The Parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.6 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 15
EXISTING CONTRACT DOCUMENTS

The Contract Documents in existence at the time of execution of this Agreement are as follows:

As defined in Subparagraph 2.4.1, the following Exhibits are a part of this Agreement:

- Book 2 Standard Terms and Conditions for Design Build Contracts, March 2012
- Book 2A Standard Terms and Conditions Procedures Manual for Design Build Contracts, March 2012
- Exhibit 1 – Design Builder Design Services
- Exhibit 2 – Documents and Drawings Issued for Scope and Performance Criteria Dated April 30, 2012, as modified by Addendums 1-5, including, without limitation, the following items issued with Addendum No. 4, Dated May 25, 2012: *Design Builder Environmental Remediation Design Build Requirements*; Specification Section 312318.13 *Contaminated Soil, General Construction & Demolition Debris Disposal*; and Specification Section 312323 *Acceptance of Backfill, Top Soil 7 CU Structural Soil*.
- Exhibit 3 – Schematic Design Plans and Specifications prepared by Wight & Company dated September 6, 2012
- Exhibit 4 - Design Builder's Key Personnel
- Exhibit 5 – Design Build GMP Form
- Exhibit 6 – Construction Schedule of Values
- Exhibit 7 – Compensation/Cost of the Work
- Exhibit 8 – Design Build Schedule
- Exhibit 9 – Insurance and Bonding Requirements
- Exhibit 10 – Community Area Map

[EXECUTION PAGE FOLLOWS]

<Execution Page for Design-Build Agreement between Public Building Commission of Chicago and Wight & Company with Effective Date of July 12, 2012>

This Agreement is executed by the Parties stated below, and made effective by such execution pursuant to its terms.

PUBLIC BUILDING COMMISSION OF CHICAGO

By: *Rahm Emanuel*
Rahm Emanuel, Chairperson

By: *[Signature]*
Executive Director

By: *[Signature]*
Secretary

Approved as to Form and Legality:

By: *Jacinta Epling*
Neal & Leroy, LLC

WIGHT & COMPANY (DESIGN BUILDER)

By: *[Signature]*

Print Name: RAYMOND F. PROKOP

Title: VICE PRESIDENT

County of _____
State of Illinois

AFFIX CORPORATE
SEAL, IF ANY, HERE

Subscribed and sworn before me by Raymond F. Prokop
as Vice President of Wight & Company this 21st day of November 2012.

[Signature]
Notary Public

My Commission Expires:



ELECTRONIC FILE TRANSFER AGREEMENT

DESIGN-BUILDER

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: ELECTRONIC MEDIA

PROJECT NAME AND NO.: *PS 1922 PING TOM MEMORIAL PARK FIELD HOUSE*

DESCRIPTION OF DATA: This Agreement shall apply to all Electronic Drawings which are listed and otherwise identified in an attached cover letter(s) to the PBC

TERMS OF AGREEMENT:

1. The PBC acknowledges that it has requested Architect to provide certain designs as electronic drawing file data in disk format and that the information contained on these disks is provided for its sole use and convenience. The PBC, at its own discretion, may choose to reassign this data to a third party, to whom all terms of this agreement shall also apply, by obtaining the third party's signature on the line below and sending a signed copy to Architect.
2. The undersigned further acknowledges that the true record of the design is the most recent printed copy of the design by Architect, and that errors and other changes may subsequently be introduced to the electronic format without the fault or knowledge of, and beyond the control of Architect.
3. The PBC and Architect hereby acknowledge and agree that to the extent the PBC, its agents, employees, consultants or contractors modify a design on electronic drawing file data such that the design differs from the last sealed hard copy prepared by the Architect, the PBC shall be responsible for any cost or harm incurred by the PBC due such modification.
4. This Data is an instrument of professional service prepared by Architect. Unless otherwise provided for in the Agreement, the reuse of this data, including designs and information included therein shall be at the sole risk of the user.

Architect: *DESIGN-BUILDER*

[Handwritten Signature] *11.5.12*

Architect Authorized Signature [date]

Acknowledged and Accepted for:

[Handwritten Signature] *12.4.12*

Signature of PBC Executive Director [date]

Acknowledged and Accepted by Third Party:

Signature of Third Party [date]

**SCHEDULE D - Affidavit of Design-Builder Services Regarding MBE/WBE Participation
(PROFESSIONAL SERVICES)
(1 of 2)**

Name of Project: PING TOM MEMORIAL PARK FIELD HOUSE

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Vice President, Chicago Office Director

Title and duly authorized representative of

Wight & Company

Name of Design-Builder whose address is

211 N. Clinton St, Suite 300N

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Professional Service Provider for the Project.

Name of MBE/WBE Professional Service Provider	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Environmental Systems Design	Mechanical, Electrical, Plumbing	\$ 85,000	\$
Drucker Zajdel Structural Eng.	Structural Engineering	\$	\$ 30,000
Site Design Group	Landscape Architecture	\$ 34,520	\$
RM Chin & Associates	Quality Control	\$ 35,000	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ 154,520	\$ 30,000
Percent of Total Base Bid A/E Fee		28.5 %	5.5 %


The Design-Builder may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

**SCHEDULE D - Affidavit of Design-Builder Services Regarding MBE/WBE Participation
(PROFESSIONAL SERVICES)
(2 of 2)**

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Design-Builder of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

Wight & Company
Name of Design-Builder (Print)
6.7.12
Date
312.261.5700
Phone


Signature
James Mark, Jr., AIA, LEED AP
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____

**SCHEDULE D - Affidavit of Design-Builder Services Regarding MBE/WBE Participation
(CONSTRUCTION CONTRACTS)
(1 of 2)**

Name of Project: PING TOM MEMORIAL PARK FIELD HOUSE

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Vice President, Chicago Office Director

Title and duly authorized representative of

Wight & Company

Name of Design-Builder whose address is

211 N. Clinton St, Suite 300N

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Construction Contracts Provider	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Trice Construction	Signed Schedule C's will be provided within 5 days of award.	\$ 560,000	\$
Anderson & Shah Roofing		\$ 750,000	\$
Garth Building Supply		\$ 150,000	\$
Sanchez Paving		\$ 22,748	\$
CT Mechanical		\$	\$ 550,000
EE Bailey		\$ 7,350	\$
Market Contracting Services		\$ 1,166,057	\$
Total Net MBE/WBE Credit		\$ 2,656,155	\$ 550,000
Percent of Total Base Bid		25.02 %	5.18 %

The Design-Builder may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

**SCHEDULE D - Affidavit of Design-Builder Services Regarding MBE/WBE Participation
(CONSTRUCTION CONTRACTS)
(2 of 2)**

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Design-Builder of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.


By:

Wight & Company

Name of Design-Builder (Print)
6.7.12

Date
312.261.5700

Phone



Signature
James Mark, Jr., AIA, LEED AP

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____



Liberty Mutual Surety

2815 Forbs Avenue, Ste. 102
Hoffman Estates, IL 60192
Phone: (847) 396-7132
Fax: (866) 548-6573

May 29, 2012

Re: Principal: Wight Construction Services, Inc.

To Whom It May Concern,

Wight Construction Services, Inc. is a highly regarded and valued client of Liberty Mutual Insurance Company since 2003. Wight Construction Services, Inc. entertains a total bonding capacity in excess of \$60,000,000. Accordingly, Liberty Mutual Insurance Company is willing to furnish the required bid and/or performance and payment bonds should Wight Construction Services, Inc. be awarded a contract.

You understand, of course, that any arrangement to provide bid bonds and/or final bonds on a project is a matter between Wight Construction, Inc. and Liberty Mutual Insurance Company and is subject to our underwriting of the project, review of contract terms. Liberty assumes no liability to third parties if we do not execute said bond(s).

Very truly yours,

LIBERTY MUTUAL INSURANCE COMPANY



Amy E. Callahan, Attorney-In-Fact



353 North Clark Street, Chicago, Illinois 60654
312.595.6000 • mesirowfinancial.com
June 7, 2012

Ms. Carol Roglin
Wight & Company
2500 North Frontage Road
Darien, IL 60561

RE: Ping Tom Park PS 1922 – Chicago Park District

Dear Carol:

I have read the requirements set for in the Contract and have issued the required certificate (attached) evidencing the policies of insurance. As per my confirmation below, upon award of the contract to Bidder (Wight & Company). In respect to your request for confirmation that your insurance program can accommodate the Public Building Commission's insurance requirements, your program can meet the bid requirements with a few adjustments which can be amended as follows:

- **Professional and Pollution Liability:** your current program includes Professional Liability and Pollution Liability on one policy with a single limit of \$5M. The insurance requirements state these two coverages separately at \$5M for each coverage. If this is not sufficient, we can secure a quotation for this coverage upon award of the bid. Please note, your professional/pollution liability has a sub-limit of \$250,000 for Asbestos.
- **Builder's Risk Coverage:** We have secured a quotation for this coverage based on the estimated project cost of \$12,000,000 and can bind upon award of the bid.
- **Railroad Protective Liability:** If the adjacent railroad requires a railroad protective liability insurance policy for the project, we can secure a quotation for this coverage and bind upon award of the bid.

Please let us know if you will need anything further to complete your proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Megan Sutfin", written over a light blue horizontal line.

Megan Sutfin
Account Manager
Insurance Services Division

Mesirow Financial
353 North Clark Street
Chicago, IL 60654-4714
v 312.595.7168
f 312.595.7163
e msutfin@mesirowfinancial.com

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Professional Services, Construction, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Ping Tom Memorial Park Field House

Project Number: PS1922

FROM:

Environmental Systems Design, Inc. MBE X WBE _____

(Name of MBE or WBE)

TO:

Wight & Company and Public Building Commission of Chicago

(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8/31/11 & 8/3/11. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

MEP Consulting Engineering Services

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$85,000

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Professional Services, Construction, Subconsultant, and/or Material Supplier (2 of 2)
(2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Design-Builder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Environmental Systems Design, Inc.

Name of MBE/WBE Firm (Print)

June 5, 2012

Date

312-372-1200

Phone


Signature

Andrew J. Silverstein

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

ENVIRONMENTAL SYSTEMS DESIGN, INC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 541330**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

Product/Service Description: SERVICE, MECHANICAL AND ELECTRICAL ENGINEERS

8/31/2011

Issued Date

8/31/2012

Expiration Date

CH722

Certificate Number

Shirley L. Deel Morgan

President, ChicagoMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	8th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. DEEVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS Q. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DODDY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

August 3, 2011

Mr. Raj Gupta, CEO
Environmental Systems Design, Inc.
175 West Jackson Blvd. – Suite 1400
Chicago, Illinois 60604

Annual Certification Expires: August 3, 2012

Dear Mr. Gupta:

We are pleased to inform you that Environmental Systems Design, Inc. has been Re-certified as a **MBE(8)** by Cook County Government. This **MBE(8)** Certification is valid until **August 3, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **August 3, 2012**.

As a condition of continued Certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Please include the non-refundable fee of \$50.00, payable to Cook County Department of Revenue. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **MBE(8)** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

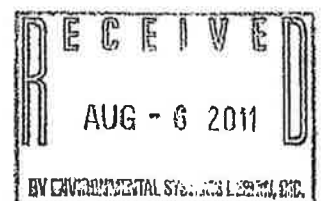
Professional Services: Engineering Services: Mechanical, Electrical, Fire Protection, Communications Technology and Consulting Services

Your firm's participation on Cook County contracts will be credited toward **MBE(8)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE(8)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall
Director
LH/gb



SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Professional Services, Construction, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Ping Tom Memorial Park Field House

Project Number: PS1922

FROM:

DZSE MBE _____ WBE X
(Name of MBE or WBE)

TO:

Wight & Company and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12-7-2011. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project. Structural Engineering Services

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. ~~To be determined~~ \$30,000

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Professional Services, Construction, Subconsultant, and/or Material Supplier (2 of 2)
(2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

zero % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

zero % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Design-Builder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

DZSE

Name of MBE/WBE Firm (Print)

6-5-2012

Date

630-305-5757x12

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

Carol J. Drucker

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 7, 2011

Carol Drucker
Drucker Zajdel Structural Engineers, Inc.
55 South Main St.
Suite 277
Naperville, IL 60540

Annual Certificate Expires: December 1, 2012

Dear Carol Drucker:

We are pleased to inform you that Drucker Zajdel Structural Engineers, Inc. has been certified as a Women's Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until **December 1, 2016**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As**

Professional Services, Construction, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Ping Tom Memorial Park Fieldhouse

Project Number: PS-1922

FROM:

Site Design Group, Ltd. MBE X WBE _____
(Name of MBE or WBE)

TO:

Wight & Company and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated May 23, 2012. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Landscape Architecture Services

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

Thirty Four Thousand Five Hundred Twenty Dollars and No Cents
(\$34,520.00) plus reimbursable expenses.

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Professional Services, Construction, Subconsultant, and/or Material Supplier (2 of 2)
(2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

n/a

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Design-Builder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Site Design Group, Ltd

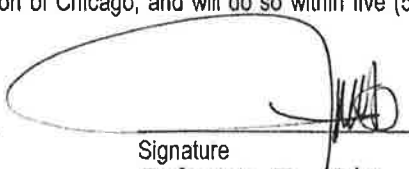
Name of MBE/WBE Firm (Print)

June 05, 2012

Date

312-427-7240

Phone


Signature

Robert K. Sit, Vice President

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



CITY OF CHICAGO
OFFICE OF COMPLIANCE

May 23, 2011

Ernest C Wong
Site Design Group, LTD
888 S. Michigan Ave. - STE 1000
Chicago, IL 60605-2117

Annual Certificate Expires: June 1, 2012

Dear Ernest C Wong:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **June 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **June 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Professional Services, Construction, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: Ping Tom Memorial Field House

Project Number: PS - 1922

FROM:

R.M. Chin & Associates, Inc. MBE WBE
(Name of MBE or WBE)

TO:

Wight & Co. and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Feb, 09, 2012. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

QA/QC, construction services

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$35,000

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Professional Services, Construction, Subconsultant, and/or Material Supplier (2 of 2)
(2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Design-Builder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

R.M. Chin & Associates, Inc.

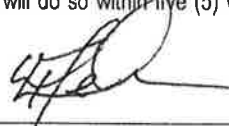
Name of MBE/WBE Firm (Print)

6/6/12

Date

312-595-2000

Phone



Signature

Eileen Chin

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

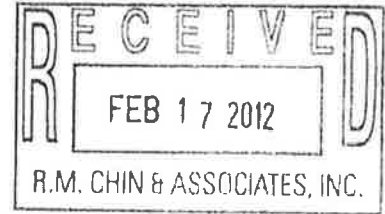
Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

FEB 08 2012

Raymond Chin
R.M. Chin & Associates Inc.
500 W. 18th Street
Suite 200
Chicago, IL 60616

Annual Certificate Expires: March 1, 2013

Dear Raymond Chin:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **March 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **12/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

R.M. Chin & Associates Inc.

Page 2

or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**ENGINEERING SERVICES AND CONSULTING; CONSTRUCTION
INSPECTION SERVICES; PROFESSIONAL DESIGN FIRM;
CONSTRUCTION PROJECT MANAGEMENT SERVICES; REAL ESTATE
DEVELOPMENT; ENVIRONMENTAL CONSULTING**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

FH

Client#: 77145

WIGHCOM2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2011

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.

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.

PRODUCER: Mackey Team, Mesirow Insurance Services, Inc. CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS. INSURER(S) AFFORDING COVERAGE table with columns for INSURER A-F and NAIC #.

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 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Valuable Papers, Prof Liab Incl, Cont Poll Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) Standard Certificate of Insurance

CERTIFICATE HOLDER: Sample Certificate. 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 signature.

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. PS1922
 DESIGN-BUILD SERVICES FOR PING TOM MEMORIAL PARK FIELDHOUSE
 Proposer's Guaranteed Maximum Price ("GMP") Proposal

PHASE II GMP PROPOSAL

DESCRIPTION	AMOUNT
Design Builder's Fee	\$ 261,771.00
Cost of Design Phase Services	\$ 54,2000.00
<u>CONSTRUCTION PHASE SERVICES</u>	
Fixed General Conditions	\$ 486,379.00
Fixed General Requirements	\$ 539,700.00
Cost of Work Performed by Design-Builder	\$ 0
Cost of Work Performed by Subcontractors	\$ 9,330,368.00
SUB-TOTAL	\$ 11,160,218.00
DESIGN-BUILDER'S CONTINGENCY	\$ 150,000.00
TOTAL GMP PROPOSAL	\$ 11,310,218.00

Proposer's Company Name: Wight & Company
 Contact Name: James Mark, Jr.
 Contact Email: jmark@wightco.com
 Contact Telephone: 312.261.5700



 (Signature)

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. 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.
3. "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.

B. Certification

Proposer hereby certifies as follows:

1. This Disclosure relates to the following transaction: Ping Tom Memorial Park Fieldhouse
 Description or goods or services to be provided under Contract: _____
Design-build services for a new fieldhouse and pool
2. 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)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: X

4. The Proposer understands and agrees as follows:

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

Under penalty of perjury. I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Proposer and that the information disclosed herein is true and complete.



 Signature

April 13, 2012

 Date

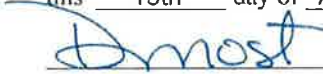
James Mark, Jr.

 Name (Type or Print)

Vice President, Chicago Office Director

 Title

Subscribed and sworn to before me

this 13th day of April 2012


 Notary Public



DISCLOSURE AFFIDAVIT

Part A. History and Ownership of Respondent Firm

Name of Firm: Wight & Company Phone No. (312) 261.5700
 Address: 211 North Clinton Street, Suite 300N Fax No. (312) 261.5701
 City, State, ZIP: Chicago, IL 60661
 Contact Person: James Mark, Jr. E-mail: jmark@wightco.com

How many years has the firm or venture been in business under its present name? 73

Under what other names, if any, has the firm or venture operated? Wight Construction Services, Inc.
 Firm Name: Wight Construction Services, Inc.

Address: 2500 N Frontage Road, Darien, IL 60561

DISCLOSURE OF OWNERSHIP INTERESTS

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

Respondent is a: Corporation LLC Joint Venture Not-for-Profit Corporation
 Partnership LLP Sole Proprietorship Other

1. FOR PROFIT CORPORATIONS

State of Incorporation Illinois

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

Names of all officers of corporation
 (Or attach list):

Names of all directors of corporation
 (Or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
Mark Wight	Chairman, CEO	Kevin Havens	Senior Vice President, Director of
Patrick Cermak	President, COO	Richard Carlson	President, Architecture
Peter Mesha	Group President, Engineering	Kenneth Osmun	Group President, Construction

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.

Name of Shareholders (Print or Type)	Percentage Interest
<u>Mark Wight</u>	<u>100</u> %
_____	_____ %

2. PARTNERSHIPS and JOINT VENTURES

If Respondent is a partnership or joint venture, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP).

Name of Partners	Percentage Interest
<u>Not Applicable</u>	

_____%
_____%

3. SOLE PROPRIETORSHIPS

Is Respondent a sole proprietorship: Yes / No If Yes and Respondent is acting in a representative capacity on behalf of any beneficiary complete items a. and b. below.

- a. If the sole proprietorship is held by an agent(s) or a nominee(s), name the principal(s) for whom the agent or nominee holds such interest.
- b. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, provide the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.
- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

Part B. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. 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 described in 1(a) or (b) 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-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³

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-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

The Proposer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

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

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

b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal,

state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

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 in Section II(A)(1)(a) or (b) 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 in Section II(A)(1)(a) 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 describe in Section II(A)(1)(a) or (b) 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 in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Proposer shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), 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 by Section II(B)(1) and (2) 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 [(Section II (C))], the Proposer shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEEES

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.

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

The Proposer is not a party to any pending lawsuits against 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.

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.

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 Restriction⁵, (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 in Paragraph A of Section III, identify any exceptions:

(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.

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.

VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Proposer set forth on page 1, 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 PBCC. 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]
Signature of Authorized Officer

James Mark, Jr.

Name of Authorized Officer (Print or Type)
Vice President, Chicago Office Director

Title
312.261.5700
Telephone Number

State of Illinois

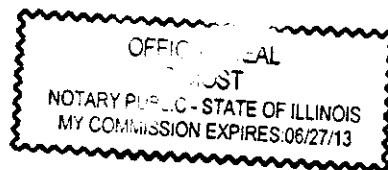
County of DuPage

Signed and sworn to before me on this 13th day of April, 2012 by

Diane Most (Name) as Accountant (Title) of

Wight & Company (Bidder/Proposer or Contractor)

[Signature]
Notary Public Signature and Seal



LIST OF EXHIBITS

Book 2: Standard Terms and Conditions for Design Build Contracts, March 2012

Book 2A: Standard Terms and Conditions Procedures Manual for Design Build Contracts, March 2012

Exhibit 1: Design Builder Design Services

Exhibit 2: Documents and Drawings Issued for Scope and Performance Criteria Dated April 30, 2012 and Design Builder Environmental Remediation Design Build Requirements and new Specification Sections 312318.13 & 312323 from Addendum No. 4 dated May 25, 2012

Exhibit 3: Schematic Design Plans and Specifications prepared by Wight & Company dated September 6, 2012

Exhibit 4: Design Builder's Key Personnel and Billing Rates

Exhibit 5: Design Builder GMP Form

Exhibit 6: Design Build Schedule of Values

Exhibit 7: Compensation/Cost of the Work

Exhibit 8: Design Build Schedule

Exhibit 9: Insurance and Bonding Requirements

Exhibit 10: Community Area Map

EXHIBIT 1
DESIGN BUILDER DESIGN SERVICES

Ping Tom Memorial Park Field House
Design Build Agreement
Public Building Commission Contract No. PS 1922

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 Prototype Fieldhouses 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.
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.
8. Provide an energy simulation model using the DOE II Modeling Software.

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.
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.
11. As required, prepare Request for Clarification submittals for the Commission or User Agency questions.
12. Preparation of storm water analysis and management proposal.
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.
 - 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.
16. Develop a hardware and device location plan for Commission and User Agency review and approval.
17. Develop a signage plan and specifications for Commission and User Agency review and approval.
18. Certification of Compliance with Commission's Design Checklists submitted as part of the Book 3, Project Requirements of the Scope and Performance Criteria.
19. Prepare and Submit for use by the Commission an Inspection and Testing Plan forty five (45) days prior to any site construction activities. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate in the project Specifications shall be identified by specification section number. The Authorized Commission Representative upon request can provide a sample Inspection and Testing Plan for use. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project. The Inspection and Testing Plan must provide for:
 - a. Verification of responsibilities for providing inspections, tests and certificates
 - b. Scope of services for the testing and inspection services RFQ.
 - c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
20. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2A, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer shall issue MEP coordination documentation to the Commission for review. Architect Engineer shall coordinate and resolve:
 - a. Space requirements between trades and/or disciplines.

- b. Space requirements and access for maintenance and replacement all MEP equipment.
 - c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
 - d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
 - e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team.
 - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - ii. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
 - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
 - iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 - v. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
21. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be 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.
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

DOCUMENTS AND DRAWINGS ISSUED FOR SCOPE AND PERFORMANCE CRITERIA

AND

Design Builder Environmental Remediation Design Build Requirements and New Specification Sections 312318.13 & 312323 from Addendum No. 4, Dated May 25, 2012:

PINK TOM MEMORIAL PARK FIELDHOUSE

ISSUED FOR SCOPE AND PERFORMANCE CRITERIA 4/30/2012

NARRATIVE

- a. Project Narrative – Scope and Performance Criteria, 4/30/2012

DRAWINGS

- a. Issued for Scope and Performance Criteria Drawings, 4/30/2012
 - i. G000 Cover
 - ii. G001 Preliminary LEED-NC Scorecard and Code Analysis
 - iii. Chastian & Associates Alta Survey – 1 of 3
 - iv. Chastian & Associates Alta Survey – 2 of 3
 - v. Chastian & Associates Alta Survey – 3 of 3
 - vi. Civil
 - i. C001 General Notes
 - ii. C100 Site Grading Plan
 - iii. C200 Site Cross Section
 - iv. C300 Site Utility Plan
 - v. C400 Site and Water Details
 - vi. C401 Sewer Details
 - vii. Structural
 - i. S101 Foundation/First Floor Plan
 - ii. S102 Second Floor Framing Plan
 - iii. S103 Low Roof Framing Plan
 - iv. S104 High Roof Framing Plan
 - v. S201 Foundation Section and Details
 - vi. S301 Framing Sections and Details
 - viii. Architectural
 - i. A100 Site Plan
 - ii. A200 First Floor Plan
 - iii. A201 Penthouse Floor Plan/Flat Roof Plan
 - iv. A202 Roof Plan
 - v. A210 First Floor Reflected Ceiling Plan
 - vi. A211 Penthouse Floor Reflected Ceiling Plan
 - vii. A300 Exterior Elevations
 - viii. A400 Building Sections
 - ix. A401 Building Sections
 - x. A402 Wall Sections
 - xi. A403 Wall sections
 - xii. A404 Enlarged Elevation & Details – Precast Panel
 - xiii. A600 Schedules
 - ix. MEP
 - i. M100 Mechanical Geothermal Site Plan
 - ii. M101 First Floor Plan Mechanical
 - iii. M102 Penthouse Floor Plan Mechanical
 - iv. M103 Geothermal Piping Design Details
 - v. E100 Electrical Wiring Diagrams
 - vi. P100 Plumbing Riser Diagrams

PROJECT REFERENCE DOCUMENTS

- a. Chicago Park District Design Guidelines
 - i. (PDF File) Chicago Park District Design Guidelines & Standards 2010
- b. City of Chicago OEMC
 - i. (PDF File) City of Chicago Office of Emergency Management and Communication Security Camera Systems Design Guidelines for City Departments and Sister Agencies – December 2011
- c. Geo-Technical Data
 - i. (PDF File) Geo Services Geotechnical Investigation Report – September 26, 2011
 - ii. (PDF File) Geo Services Geotechnical Investigation Report - April 24, 2012 w summary letter
 - iii. (PDF File) Geosyntec Summary Report – November 14, 2011
- d. Land and Aerial Maps
 - i. (PDF) Site Aerial
 - ii. (PDF) 1975 Certified Sanborn Map (indicating former Roundhouse and support buildings)
 - iii. (PDF) 1911 Sanborn Map overlay on Google image
- e. Site Environmental Information
 - i. (PDF File) IEPA No Further Action Required Letter – March 8, 2005
 - ii. (PDF File) Ping Tom Site Remediation Drawings – 100% Design – February 2003
- f. OUC Search Information (issued in Addendum #4)
 - i. CDWM-Sewers_39-2-20
 - ii. CDWM-Sewers_39-2-24
 - iii. CDWM-Water_ap331
 - iv. ComEd_446-C
 - v. ComEd_446-D
 - vi. ComEd_466-A
 - vii. ComEd_466-B7
 - viii. Electricity_OUC-48530-CNDT-P-26
 - ix. Electricity_OUC-48530-ED-P-25
 - x. Electricity_OUC-48530-ED-P-26
 - xi. MCI_48530a1
 - xii. MWRD_0002_gp2
 - xiii. MWRD_0003_gp3
 - xiv. MWRD_003_gp3
 - xv. MWRD_007_7
 - xvi. MWRD_008_8
 - xvii. MWRD_027_3
 - xviii. MWRD_028_4
 - xix. Peoples Gas_568521-48530
 - xx. SBC_cond_313
 - xxi. Excavator Handbook
 - xxii. MCI_48530
 - xxiii. MWRD_ouc-48530_letter
 - xxiv. Transmittal Review568521

BOOK 1: DESIGN BUILD AGREEMENT BETWEEN PUBLIC BUILDING COMMISSION AND DESIGN-BUILDER

By Public Building Commission

BOOK 2: STANDARD TERMS AND CONDITIONS FOR DESIGN BUILD CONTRACTS

By Public Building Commission

BOOK 2A: STANDARD TERMS AND CONDITIONS PROCEDURES MANUAL FOR DESIGN-BUILD CONTRACTS

By Public Building Commission

BOOK 3: TECHNICAL SPECIFICATIONS:

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017419 Construction Waste Management and Disposal	6
017823 Operation and Maintenance Data	7
017900 Demonstration and Training	4
018113.13 Sustainable Design Requirements – LEED NC 2009	12
019113 General Commissioning Requirements	32
<u>Division 2 – Existing Conditions</u>		
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<u>Division 03 - Concrete</u>		
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034500 Plant-Precast Structural Concrete	16
<u>Division 04 - Masonry</u>		
(Not Used)		
<u>Division 05 - Metals</u>		
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054000 Cold-Formed Metal Framing	8
055000 Metal Fabrications	8
055100 Metal Stairs	6
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062000 Finish Carpentry	4
064023 Interior Architectural Woodwork	6
<u>Division 07 - Thermal And Moisture Protection</u>		
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072726 Fluid-Applied Membrane Air/Water Barrier	6
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102226.13	Operable Panel Partitions	6
102800	Toilet and Bath Accessories	9
104413	Fire Extinguisher Cabinets	4
104416	Fire Extinguishers	2
105123	Plastic Lockers	4

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230800	Cx Spec Reference	1
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232123	Hydronic Pumps	6
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233113	Metal Ducts	10
233300	Duct Accessories	8
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262713 Electricity Metering	2
262726 Wiring Devices	6
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262816 Enclosed Switches and Circuit Breakers	6
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263600 Transfer Switches	8
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This environmental design document provides requirements to the Public Building Commission of Chicago (PBCC) Design Builders (DB) and their environmental consultants (EC) for the development of soil remediation design plans and specifications. It also serves as a guide for PBCC Design and Construction Project Managers. The DB and EC must follow the procedures provided in this manual. However, there will be situations when special site conditions may warrant deviation from the guidelines outlined in this manual. It may be acceptable to deviate from the guidelines if the reasons and justification for the deviation is clearly documented, and a design exception is approved by the PBCC in advance of the change.

The basic philosophy to consider when preparing remediation plans is to minimize the volume of materials transported to a landfill, and to maximize the volume of materials to be reused on site or to be recycled. The experience and credentials of Design Builder's Environmental Design Engineer must comply with the requirements of the RFP. All design plans and specifications should be developed under the supervision of the P.E. and the P.E. must also sign and seal all design plans.

All design plans development should be completed in close coordination with the project design team, including but not limited to: Architect Engineer or Architect of Record (AOR), Civil Engineer, Geotechnical Engineer, Structural Engineer, and Landscape Architect. The EC shall review all available site design information and project reports completed prior to starting preparation of the remediation design plans and specifications.

It is the Design Builder's responsibility to import clean materials and provide engineered barriers where required on the site.

SITE WORK Whenever site work involves soil excavation, grading, removal, and disposal of contaminated material, the EC should prepare a Soil Management Plan, and a Remediation Plan (if necessary.)

Soil Management Plan Purpose

The purpose of the Soil Management Plan is to provide information regarding existing soil regulatory conditions and managing environmentally impacted and non-impacted soil and materials on site.

SOIL MANAGEMENT PLAN

One of the purposes of the Soil Management Plan is to provide information regarding existing soil regulatory conditions. It should be included with each project drawing set that requires soil excavation, removal, and disposal. The Soil Management Plan shall be prepared under the supervision of P.E. in accordance with the following procedures:

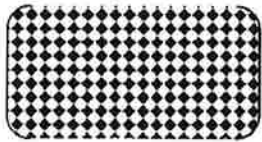
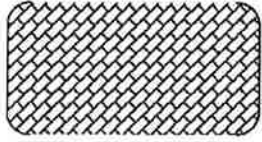


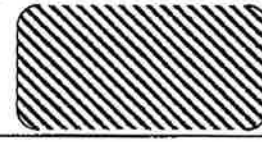
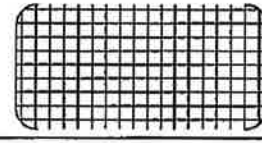
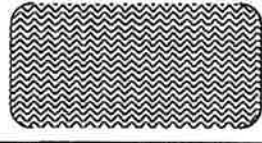
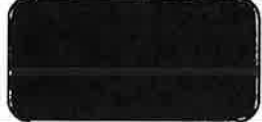
- A. Review available environmental site assessment reports. This should include at a minimum the following documents:
 1. Phase I Environmental Site Assessment (ESA)



2. Phase II ESA
 3. Geophysical Survey and Test Pit Investigation Reports
 4. Supplemental Site Investigation Report or Comprehensive / Focused Site Investigation, (if completed)
 5. Geotechnical Report
- B. Coordinate with the project Design Builder Architect Engineer and use project specific title block. Use engineering scale in the preparation of all drawings, and maintain the same scale used in the Civil Drawings. Orient Drawings with North to the top or to the left. Clearly state scale on the Drawing graphically and alphanumerically.
- C. Insert "Soil Management Plan" in the sheet title block. The sheet number should be SM-1. If additional sheets are needed for soil management, provide location description with each sheet title block, and use sheet numbers SM-2, SM-3, etc.
- D. Use cross sections to show the vertical extent of varying material types on site.
- E. Use the most current site survey map as a base map for the development soil management plan. Include all site features present at the time of preparation of the plan in the soil management plan.
- F. Identify the regulatory condition of each type of materials present on site for on-site reuse or disposal. The label types may include the following:
1. Hazardous Waste,
 2. Non-Hazardous Special Waste,
 3. Non-Hazardous Non-Special Waste,
 4. Clean Construction Demolition Debris Soils,
 5. Soils below TACO Tier 1 SROs for residential properties and background for PNAs,
 6. Soils above TACO Tier 1 SROs for residential properties and background for PNAs,
 7. Soils exceeding TACO Construction Worker thresholds (show their respective depths),
 8. Clean soil (all constituents detected are naturally occurring and are below the Illinois EPA Metropolitan Area Background Concentrations)
 9. Recyclable materials (clean concrete and asphalt, no lead-based paint or staining), recyclable materials should be transported to a recycling facility for reprocessing and reuse.
- G. Determine the horizontal and vertical limits of each type of material. Utilize data collected during test pit investigation, Phase II ESA, and any other supplemental investigation to define the horizontal extent of each type of materials. Provide cross sections for each type of material.
- H. Show dimensions of each type of materials from common reference points such as property corner, existing building, etc. Provide sufficient information for the site work contractor to stake-out each type of materials location.
- I. Add grid sections to the plan showing the site divided into sections with A-Z across the top and 1-100 on the left side.



J. Use the following legend to defined each type of materials as necessary:

	Hazardous Waste
	Non-Hazardous Special Waste
	Non-Hazardous Non-Special Waste
	Clean Construction Demolition Debris/Soil
	Soils above Tier 1 SROs for residential properties or background for PNAs
	Soils below Tier 1 SROs for residential properties or background for PNAs.
	Recyclable materials (clean concrete and asphalt)
	Use grey shading when two of the above materials are preset at the same locations. The grey shading should be used for the lower materials instead of the above legends.

K. Include the following General Notes in the Soil Management Plan. Provide additional notes as warranted.



1. THE SURVEY BASE PROVIDED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND NOT GUARANTEED TO BE ACCURATE. THE CONTRACTOR SHALL INSPECT THE SITE AND VERIFY ALL SITE DIMENSIONS, AND LOCATION OF UNDERGROUND UTILITIES. OWNER IS NOT RESPONSIBLE FOR ANY UNDERGROUND UTILITIES THAT ARE NOT SHOWN ON THE SITE SURVEY.
2. THE EXTENT AND DEPTH OF EACH MATERIAL TYPE SHOWN ON THIS DRAWING IS APPROXIMATE AND IS BASED ON AVAILABLE ENVIRONMENTAL AND GEOTECHNICAL SITE INVESTIGATION DATA. CONTRACTOR TO REVIEW ALL GEOTECHNICAL AND ENVIRONMENTAL REPORTS TO VERIFY INFORMATION SHOWN ABOVE.
3. CONTRACTOR SHALL COORDINATE ALL EARTHWORK ACTIVITIES WITH THE ENVIRONMENTAL CONSULTANT. IF ADDITIONAL CONTAMINATED SOILS ARE DISCOVERED DURING CONSTRUCTION, CONTRACTOR SHALL STOP WORK ACTIVITIES AND CONTACT THE OWNER'S REPRESENTATIVE.
4. CONTRACTOR MAY RECYCLE CONCRETE, BRICK, AND CLEAN CONSTRUCTION AND DEMOLITION DEBRIS IN ACCORDANCE WITH SPECIFICATION 01524, EXCEPT SOILS. ALL EXCAVATED SOILS SHALL BE DISPOSED OF IN ACCORDANCE WITH BID SPECIFICATIONS [NAME SPECIFICATIONS HERE].
5. ALL SOIL REMOVAL, HANDLING AND DISPOSAL ACTIVITIES SHOULD BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATION AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS
6. CONTRACTOR SHALL PREPARE SITE SPECIFIC SAFETY PLAN AND PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE OSHA REGULATIONS.
7. ALL EXCESS SOILS GENERATED DURING SITE CONSTRUCTION SHOULD BE DISPOSED OF [AT PERMITTED/LICENSED DISPOSAL FACILITIES AND/OR IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.]
8. [NOTES TO BE ADDED HERE ON HOW TO MANAGE SOILS ON THE SITE BY THE EC. EC SHOULD DISCUSS ALL REQUIREMENTS AND LIMITATIONS OF ALL SOIL TYPES IDENTIFIED ON SITE. FOR EXAMPLE IF THERE IS CLEAN MATERIALS OR HAZARDOUS WASTE ON SITE EXPLAIN HOW THEY ARE TO BE MANAGED DIFFERENT THAN THE OTHER SOILS OR MATERIALS ON SITE.]
9. ALL CLEAN STONE OR IMPORTED MATERIALS SHALL NOT BE MIXED WITH EXISTING MATERIALS ON THE SITE BY THE CONTRACTOR AT ANY TIME. ALL CLEAN MATERIALS INTERMIXED BY THE DESIGN BUILDER WITH ENVIRONMENTALLY IMPACTED SOILS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT NO COST TO THE OWNER.
10. DESIGN BUILDER MAY USE EXCAVATED SUITABLE SOIL THAT IS ABOVE TIER 1 SROS FOR THE INGESTION EXPOSURE ROUTE AS BACKFILL BELOW 3 FEET OF FINISHED GRADE, OR BELOW PROPOSED PAVEMENT AND CONCRETE SURFACES. SOILS EXCEEDING THE TIER 1 SROs FOR THE INHALATION EXPOSURE ROUTE SHOULD BE USED ONLY UNDER PAVEMENT AND AT DISTANCE OF 10 FEET FROM POTENTIAL PATHWAYS SUCH AS UNDERGROUND UTILITIES. [THIS NOTE ONLY USE IF IN SRP AND SOIL MANAGEMENT ZONE HAS BEEN APPROVED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY]



Soil Remediation Plan Purpose

The purpose of the Remediation Plan is to provide directions to the Design Builder regarding the required remedial action during or before site construction. It also provides direction regarding soil management, handling, and disposal. Based on site complexity, the Soil Management Plan and Remediation Plan could be combined into one plan if not too complicated for the Design Builder to use.

REMEDIATION PLAN

The Remediation Plan provides directions to the Design Builder regarding the required remedial action during or before site construction. The Remediation Plan should identify all remediation areas present at site. Remediation areas are defined as areas that require corrective actions in order to protect human health and environment after completing the site construction activities, and in order to meet the IEPA's approved remedial action plan for sites enrolled with the Illinois EPA Site Remediation Program or under other regulatory jurisdiction such as the Illinois EPA Underground Storage Tank Program. Remedial actions may include the removal or abandonment of underground storage tanks, removal of hazardous waste and source materials, and construction of engineered barriers. It should also provide directions regarding soil management, handling, and disposal outside remediation areas. The Remediation Plan should be prepared under the supervision of licensed P.E. in accordance with the following procedures:

- A. Coordinate with the project Architect Engineer and use project specific title block. Use engineering scale in the preparation of all drawings, and maintain the same scale used in the Civil Drawings. Orient Drawings with North to the top or to the left. Clearly state scale on the Drawing graphically and alphanumerically.
- B. Insert "Remediation Plan" in the sheet title block. The sheet number should be R-1. If additional sheets are needed for site remediation plan, provide location description with each sheet title block, and use sheet numbers R-2, R-3, etc.
- C. Use the proposed Site Layout Plan as base map for the Remediation Plan. Include all proposed site development information such as proposed building, underground utilities, sidewalks, parking lots, and landscape areas. Add grid sections to the plan showing the site divided into sections with A-Z across the top and 1-100 on the left side. The grid shall be in 20 foot sections across the plan to be used during the remediation process to show origin of materials for management/disposal and progress of remediation on a monthly basis.
- D. Show location and size of underground storage tanks to be removed, if present. Provide information regarding each tank size, depth, content, presence of hold-down pad or saddles, limit of UST excavation, etc.
- E. Show location and depth of all remediation areas that require soil over-excavation and off-site disposal. Remediation Areas are defined as areas require remediation to meet the IEPA's 35 IAC Part 742 Tiered Approach to Corrective Action Objectives or the approved Remedial Action Plan



- (If in the IEPA Site Remediation Program. This includes hazardous waste, source materials, and materials to be over-excavated for the construction of engineered barriers.
- F. Use different legend for each excavation depth, and show the elevations of each excavation area using City of Chicago Datum (CCD).
 - G. Provide soil management and disposal requirements for soil requiring removal due to construction work, such as site demolition, foundation excavation, underground utilities installation, etc.
 - H. Prepare sufficient number of cross sections showing existing ground elevations, proposed excavation depths, and backfill elevations. All elevations should be shown using CCD. The cross sections should include sufficient information regarding type of the engineered barriers to be used and materials to be used as backfill. Use the soil management legend to defined type of soil to be used in the cross section.
 - I. Provide details for site excavation and remediation activities. This may include landscape areas, pavement areas, and underground utilities. Examples of remediation details are provided at end of this section for reference purposes only.
 - J. Identify location and depth of materials that are below the Tier 1 Site Remediation Objectives and will be over-excavated due to site development activities such as building foundation excavation, underground utilities installation. Provide notes if such materials can be used as backfill on site.
 - K. Include location of soil stockpiles to be stored on site for future use as backfill. Provide information and details regarding estimated volume, management, cover, etc.
 - L. Calculate volume of each type of materials to be removed from the site during site demolition and site preparation activities. This should include all site excavations, including building pad, underground utilities, and parking lot site preparation work.
 - M. Calculate volume of backfill materials to be used for all Remediation Areas. Provide break-down of on-site and imported materials to be used. The backfill volume calculations should not include site work such as underground utilities, building pad prep, and parking lot areas base course unless this work is remediation driven such as UST removal, hazardous waste, and source materials.
 - L. Include the following general notes in the Remediation Plan. Additional notes should be included as warranted:
 - 1. PROPOSED FUTURE CONSTRUCTION SHOWN ON THE REMEDIATION PLANS ARE FOR ILLUSTRATION PURPOSES ONLY.
 - 2. INSTALL ENGINEERED BARRIERS AS SHOWN IN THE REMEDIATION PLAN.
 - 3. REFER TO DEMOLITION AND CIVIL DRAWINGS FOR UNDERGROUND UTILITIES AND PIPING INSTALLATION, AND EXCAVATION DEPTHS.



4. PREPARE SITE SPECIFIC SAFETY PLAN AND PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE OSHA REGULATIONS.
5. ALL EXCESS SOILS GENERATED DURING SITE CONSTRUCTION SHOULD BE TRANSPORTED AND DISPOSED OF AT AN OPEN AND ACTIVE LICENSED/PERMITTED DISPOSAL FACILITIES IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS. CLEAN CONCRETE AND ASPHALT COULD BE RECYCLED.
6. DESIGN BUILDER SHALL PERFORM ALL REQUIRED ANALYTICAL TESTING TO SECURE ALL REQUIRED PERMITS AND WASTE STREAM AUTHORIZATION FROM LICENSED/PERMITTED DISPOSAL FACILITIES FOR THE DISPOSAL OF ALL MATERIALS REMOVED FROM THE SITE.
7. DESIGN BUILDER SHALL BE RESPONSIBLE FOR THE MANAGEMENT AND REMOVAL OF WATER FROM THE SITE IN ACCORDANCE WITH THE CITY OF CHICAGO AND MWRDGC REQUIREMENTS AND REGULATIONS AND PROJECT SPECIFICATIONS.
8. ALL IMPORTED MATERIAL MUST MEET SPECIFICATION 312323.

EXCAVATION PLAN

The Design Builder's Architect Engineer shall prepare the Site Excavation Plan for the site preparation work. The purpose of the site excavation plan is to coordinate and manage all site related excavation and backfilling activities during site preparation phase of the project. Site excavation activities during site preparation may include the following:

- Site stripping to proposed subgrade elevations
- Undercut of unsuitable soil for building foundation and pad and parking lot
- Removal of former structure foundations
- Over-excavation of Remediation Areas
- Site backfilling based on site grading plan and proposed finished elevations

The Site Plan should be prepared under the supervision of licensed P.E. in accordance with the following procedures:

A. Review the following site development plans and reports:

1. Site Layout Plan
2. Demolition Plan
3. Grading Plan
4. Underground Utilities Plan
5. Geotechnical Report
6. Foundation Plan
7. Remediation Plan
8. Landscaping Plan



- B. Insert "Site Excavation Plan" in the sheet title block. The sheet number should be EX-1. If additional sheets are needed for site remediation plan, provide location description with each sheet title block, and use sheet numbers R-2, R-3, etc.
- C. Use the proposed Site Layout Plan as base map for the Site Excavation Plan. Include all proposed site development information such as proposed building, underground utilities, sidewalks, parking lots, and landscape areas.
- D. Show location and depth of all undercut and excavation areas at the site, excluding underground utilities locations. Provide dimensions from property line and depth of each excavation area. For underground utilities, refer to the Civil Drawings.
- E. Prepare a summary schedule providing a list of all excavation areas with coordinates and depths. The summary schedule should also include backfill elevation and type of backfill materials to be used. Show all elevations using City of Chicago Datum (CCD).
- F. Provide information regarding depth of any excavated soil that can be reused as backfill on site. This may soil generated from underground utilities, foundation undercuts, etc.
- G. Prepare sufficient number of cross sections showing existing ground elevations, proposed excavation depths, and backfill elevations. All elevations should be shown using CCD.
- H. Include location of soil stockpiles to be stored on site for future use as backfill. Provide information and details regarding estimated volume, management, cover, etc.
- I. Calculate volume of materials to be excavated and disposed of site, and volume of materials to be reused as backfill on site, and volume of materials to be imported to the site during site demolition and/or site preparation activities.
- J. Include the following general notes in the Site Excavation Plan. Additional notes should be included as warranted:
 - 1. THE SURVEY BASE PROVIDED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND NOT GUARANTEED TO BE ACCURATE. THE DESIGN BUIDLER SHALL INSPECT THE SITE AND VERIFY ALL SITE DIMENSIONS, AND LOCATION OF UNDERGROUND UTILITIES. OWNER/ IS NOT RESPONSIBLE FOR ANY UNDERGROUND UTILITIES THAT ARE NOT SHOWN ON THE SITE SURVEY.
 - 2. THE EXTENT AND DEPTH OF EACH MATERIAL TYPE SHOWN ON THIS DRAWING IS APPROXIMATE AND IS BASED ON AVAILABLE SITE INVESTIGATION DATA. CONCRETE SLAB AND GENERAL CONSTRUCTION DEBRIS MAY BE PRESENT AT OTHER AREAS OF THE SITE.
 - 3. DESIGN BUILDER SHALL COORDINATE ALL WORK ACTIVITIES WITH THE ENVIRONMENTAL CONSULTANT. IF ADDITIONAL CONTAMINATED SOILS ARE DISCOVERED DURING CONSTRUCTION, CONTRACTOR SHALL STOP WORK ACTIVITIES AND CONTACT COMMISSION REPRESENTATIVE
 - 4. ALL EXCESS SOILS GENERATED DURING SITE CONSTRUCTION SHOULD BE TRANSPORTED AND DISPOSED OF AT A LICENSED/PERMITTED DISPOSAL FACILITIES IN ACCORDANCE



- WITH THE PROJECT SPECIFICATIONS AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS. CLEAN CONCRETE AND ASPHALT COULD BE RECYCLED.
5. THE CONTRACTOR SHALL PERFORM ALL REQUIRED ANALYTICAL TESTING TO SECURE ALL REQUIRED PERMITS AND WASTE STREAM AUTHORIZATION FROM LICENSED/PERMITTED DISPOSAL FACILITIES FOR THE DISPOSAL OF ALL MATERIALS REMOVED FROM THE SITE.
 6. THE DESIGN BUILDER SHALL BE RESPONSIBLE FOR THE MANAGEMENT AND REMOVAL OF WATER FROM THE SITE IN ACCORDANCE WITH THE CITY OF CHICAGO AND MWRDGC REQUIREMENTS AND REGULATIONS.

Specifications The Design Builder's EC shall perform the following services for the Construction Phases of the project:

- A. Coordinate the development of all environmental bid documents with the Design Builder, Architect Engineer and their project team including but not limited to the landscape, geotechnical, structural and civil engineering professionals (the PBC has template specifications that can be modified for this task);
- B. Ensure that the specifications provide a clear line of responsibility and work procedures for Construction Phases;
- C. Ensure that the earthwork/remediation specifications anticipate potential challenges such as discovery of additional underground storage tanks, hydraulic lifts, etc., in order to minimize delays during construction;
- D. Review all specifications related to backfill, earthwork, utilities and landscaping for language continuity among all specification sets especially where the language relates to dealing with areas having environmental conditions;
- E. Revise/develop Scope and Performance Criteria specifications as applicable to the scope of work.

DESIGN MILESTONES

The DB and EC will be responsible for providing both drawings and specifications within specific milestones directed by the PBC. These milestones will be established in coordination with the Design Builders project schedule.

DESIGN MEETINGS

The EC will be expected to attend a series of design meetings with the PBC Project Manager and Design Build Team. These meetings include but are not limited to:

Design Kick-Off Meeting (1 meeting - 4 hours)
Design Meetings (3 months - 2 meetings per month - 4 hours per meeting)
Design Phase Utility Coordination Site Visit (1 meeting - 4 hours)

SRP REPORTING

The Design Builder shall also prepare the following:

- A. Revised remediation Objectives Report (ROR)/ Remedial Action Plan (RAP) that includes a summary of the revisions to the existing site physical features and engineered barriers utilizing site plans and



base drawings originated by the PBC Architect of Record and their project team to create document figures.

- B. Provide two printed copies and one electronic copy - word document (text portion only) and PDF format (entire report) - of a "Draft ROR/RAP Report" to the PBC for review and comment. The Design Builder shall be prepared to conduct revisions to the document. The Consultant shall then provide one electronic copy - word document (text portion only) and PDF format (entire report) of an "Interim Final ROR/RAP Report" - incorporating the comments on the "Draft ROR/RAP Report" - to the PBC for review and comment. The Design Builder shall then provide three printed copies and one electronic (PDF format) of a "Final ROR/RAP Report" to the PBC.
- C. Additionally, the Design Builder shall submit the "Final ROR/RAP Report" by certified mail to the IEPA along with the DRM forms (as applicable).
- D. After completion of the remediation activities described on the Remedial Action Plan, and results from the confirmation samples have been analyzed and evaluated, prepare a Remedial Action Completion Report (RACR) in accordance with the requirement of IEPA at 35 IAC 740 and 742. The RACR shall document the completion of the remedial activities, the results achieved and whether the remedial action achieved the objectives.
- E. Provide two printed copies and one electronic copy - word document (text portion only) and PDF format (entire report) - of a "Draft RACR" to the PBC for review and comment. The Design Builder shall be prepared to conduct revisions to the document. The Design Builder shall then provide one electronic copy - word document (text portion only) and PDF format (entire report) of an "Interim Final RACR" - incorporating the comments on the "Draft RACR" - to the PBC for review and comment. The Design Builder shall then provide three printed copies and one electronic copies (PDF format) of a "Final RACR" to the PBC.
- F. Additionally, the Design Builder shall submit the "Final RACR" by certified mail to the IEPA along with the DRM forms (as applicable).

SRP ENROLLMENT, COMMUNICATION AND RECORD KEEPING

The Design Builder shall perform the following activities:

- A. Fully manage and coordinate all requirements related to the SRP with the PBC and IEPA.
- B. Prepare all SRP Program forms and reports in accordance with Title 35 Subtitle G Chapter 1 Part 740 on behalf of the PBC and attain the PBC's Representative signatures as required.
- C. Coordinate conference calls and speak with the IEPA on behalf of the PBC relating the project (The Design Builder shall receive PBC's approval prior to any communications with the IEPA). All conversations with the IEPA shall be logged including discussion topics, dates, times of conversation, decisions, etc., and shall be provided to the PBC upon request throughout the project and at the end of the project.
- D. Generate correspondence and respond to comments generated by the IEPA.
- E. Provide a "Documentation Binder" with an index of all information collected not included in the RACR (for the purposes of the proposal assume two hardcopies and one CD of the final documents will be provided to the PBC).

TASK III. - SRP INVOICES AND FEES

The Design Builder shall perform the following:

- A. Pay all IEPA SRP fees/invoices as required.



- B. Review and approve IEPA invoices related to this project as required. Provide copy of invoices and review comments to PBC.
- C. Pay all IEPA invoices within fifteen (15) days of PBC approval and include a \$25,000.00 allowance in the proposal for the payment of these fees. (Note: None of these fees cannot be spent for anything other than IEPA fees without written consent of the PBC project manager.
- D. Maintain copies of all SRP invoices from the IEPA and invoice correspondence;
- E. Maintain and comply with SRP Program Record Keeping, Billing, and Payment requirements in accordance with Title 35 Subtitle G Chapter 1 Part 740, Subpart C; and
- F. Provide copies of proof of payment to PBC.

IEPA SRP: SITE PREPARATION AND CONSTRUCTION OVERSIGHT

The Design Builder shall perform the following services for site preparation and construction phases of the project:

- A. Provide managerial/field oversight during Construction phase to document soil removal activities to ensure conformance with local, state and federal requirements and document remedial activities to ensure conformance with the IEPA revised Remedial Action Plan.
- B. Obtain copies of all waste disposal permits or waste acceptance documentation including the waste characterization and profile from the Contractor prior to commencement of earthwork activities. The waste characterization/profile must be submitted to the PBC Deputy Director for Environment (or representative) five (5) business days prior to removal activities for approval and signature.
- C. Obtain and evaluate backfill analyses, ten (10) business days, at a minimum, prior to commencement of backfill activities to ensure that the backfill materials meet Illinois Environmental Protection Agency TACO Residential Tier 1 Objectives.
- D. Obtain copies of all backfill analyses prior to commencement of backfill activities to ensure that the backfill materials meet IEPA TACO Residential Tier 1 objectives.
- E. Prepare daily field logs/reports (in a format provided by the PBC) on site during the work day and maintain photo documentation of remedial activities undertaken noting volumes of wastes removed and clean materials Imported. The field reports shall include the EC's name, date, on-site arrival time, off-site time and description of activities. The field reports shall be provided to Commission representative within 24 hours.
- F. Generate a site log (using format provided by the PBC) of all trucks being directed to landfills including but not limited to the following: date, time, truck number, license plate number and landfill destination. Provide oversight of all materials leaving the site to a landfill and log it on the site log. Match the log to the signed tickets/manifests received from the landfill. Identify any missing manifests for the Commission.
- G. Obtain copies and maintain on-site records of waste manifests and or trip tickets of all soils, liquids, sludge, and surface water removed or discharged from the property.
- H. Maintain accurate wastewater discharge records.
- I. Prepare a "Bi-Weekly Report" that includes, at a minimum: daily field reports, field log summaries, photos, site plans identifying areas excavated and backfilled and provide to PBC Deputy Director for Environment (or representative) and the Construction Project Manager PBC representative by the end of the following week.
- J. Provide immediate notification (within 4 hours) of unexpected site conditions such as the discovery of underground tanks, petroleum containing soils, soils containing unusual odors or stains, free product or accidental spills to the PBC and the Commission's Representative.
- K. Prepare draft and final SRP plans and reports documenting completion of remedial activities in AutoCAD.



- L. Prepare project closeout summary documents in addition to the RACR that include totals of environmental consultant costs (including analytical costs), IEPA SRP costs (entry fees, review fees, NFR letter fee), total volumes of soils removed from the property and volumes of backfill received. Include copies of all signed DRM-1 and 2 forms, permits, approvals, ect. related to environmental or wastewater discharging.
- M. Provide two hard copies and one CD or flash card of all documents/correspondence sent to, and received from, all regulatory agencies including the IEPA, to the Office of the Illinois State Fire Marshal, and any other state, local, or federal agencies for the Commission's files. Also upload all correspondence to CW as directed.
- N. Review Contractor submittals (as applicable).
- O. Assist the Contractor with obtaining the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Wastewater Discharge Permit(s) to prevent project delays.

05/24/12

SECTION 312318.13

CONTAMINATED SOIL, GENERAL CONSTRUCTION & DEMOLITION DEBRIS DISPOSAL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings
- B. Book 1: Project Information, Instructions to Bidders, and Execution Documents
- C. Book 2: Standard Terms and Conditions for Construction Contracts
- D. Book 2a: Standard Terms and Conditions Procedures Manual

1.2 APPLICABILITY:

- A. These environmental requirements apply to all Public Building Commission (PBC) projects conducted on Chicago Park District (CPD) properties. This specification section applies to Contaminated Soil and General Construction & Demolition Debris that does not meet the definition of Special Waste or Hazardous Wastes. These requirements also apply to contract Work required in public parkways and streets.

1.3 INTRODUCTION

- A. Work Included: This specification is for the excavation, stockpiling, loading, hauling, removal, and disposal of any Contaminated Soil and General Construction and Demolition Debris. The Design Builder shall perform the work under this Section in accordance with all applicable local, county, state, and federal regulations. The work shall include the following:
 - 1. Perform analytical testing by an IEPA-accredited laboratory for waste stream authorizations as necessary to secure all required disposal permits from Permitted Subtitle D landfill or Permitted Subtitle C landfill for Contaminated Soil and General Construction and Demolition Debris.
 - 2. Obtain authorization from Permitted Subtitle D or Permitted Subtitle C landfill indicating acceptance of the Contaminated Soil and General Construction and Demolition Debris.
 - 3. Excavate Contaminated Soil and General Construction and Demolition Debris to the depth required to complete Work identified in Contract Documents.
 - 4. Load Contaminated Soil and General Construction and Demolition Debris waste into licensed special/hazardous waste trucks, containers or vessels for final disposition.
 - 5. Transport Contaminated Soil and General Construction and Demolition Debris waste directly to Permitted Treatment and/or Disposal facility approved by the PBC.
 - 6. Provide copies of all daily reports, transport manifests, weight tickets, and disposal receipts to the Commission's Representative on a daily basis.
 - 7. Decontaminate areas where contaminated soil or contaminated liquid wastes were spilled. Containerize decontamination residuals for final disposition.

B. Related Work:

1. Section 01 35 63 – Construction Waste Management
2. Section 31 22 14 – Earthwork
3. Section 31 22 15 – Earthwork for Synthetic Grass Surfacing
4. Section 31 22 21 – Finish Grading for Synthetic Grass Surfacing
5. Section 31 23 17 – Excavating, Backfilling, and Compacting for Utilities
6. Section 31 23 18.11 – Clean Construction or Demolition Debris and Uncontaminated Soil
7. Section 32 93 11 – Plantings
8. Section 33 46 17 – Subdrainage for Synthetic Grass Surfacing

1.4 DEFINITIONS

- A. Backfill means granular or cohesive material used to fill the excavation or bring property to design grade as per plans and specifications.
- B. CFR means Code of Federal Regulations
- C. Commission's Representative means the person designated as the official PBC representative of the owner in connection with a project..
- D. CU Structural Soil means a uniformly blended mixture of crushed stone, clay, loam and hydrogel.
- E. Discharge Authorization (DA) is a written authorization issued by the MWRDGC giving permission to discharge wastewaters to its sewer system and sewage treatment facilities.
- F. DOT means Department of Transportation.
- G. General Construction and Demolition (C&D) Debris means non-hazardous, uncontaminated materials resulting from construction, remodeling, repair, and demolition of utilities, structures, and roads as defined in Public Act 92-0574, The Environmental Protection Act, 415 ILCS 5 Section 3.160 and regulated under Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling. C&D debris may include soil, wall coverings, reclaimed asphalt pavement, rock, plaster, glass, non-hazardous painted wood, drywall, plastics, non-hazardous coated wood, non-asbestos insulation, bricks, wood products, roofing shingles, concrete, and general roof coverings.
- H. Hazardous waste means a waste, or combination of wastes, which has been identified by characteristics or listing as hazardous pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 94-580, 40 CFR part 261, Illinois Environmental protection Act 415 ILCS 5/3.220, and Section 809.103 of Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board. A waste is classified as hazardous if it exhibits any of the following characteristics: 1) ignitability, 2) corrosivity, 3) reactivity, or 4) toxicity, and as defined in Illinois Administrative Code Title 35, Section 721.103 (35 IAC 721.103).

- I. IDOT: Illinois Department of Transportation.
- J. IEPA: Illinois Environmental Protection Agency.
- K. Environmental Consultant (EC): The entity with overall responsibility for the environmental program, including design, organization, monitoring and development of the environmental program which includes investigations, assessments, designs, and oversight of Contaminated Soil and General Construction and Demolition Debris removal work.
- L. Manifest means the form provided or prescribed by IEPA and used for identifying name, quality, routing, and destination of special waste during its transportation from point of generation to the point of disposal, treatment, or storage.
- M. MWRDGC: Metropolitan Water Reclamation District of Greater Chicago.
- N. OSHA: Occupational Safety and Health Administration.
- O. PBC means the Public Building Commission of Chicago.
- P. Permitted Subtitle D landfill means any open and active solid waste landfill facility in any state licensed and/or permitted under the 40 CFR 258 or state equivalent to accept non-hazardous waste.
- Q. Permitted Subtitle C landfill/facility means any open and active facility in any state licensed and/or permitted under the Resource Conservation and Recovery Act (RCRA) to accept hazardous waste and treated hazardous waste.
- R. Soil means any granular or cohesive materials designated for removal as specified in the Architect/Engineer drawings and specifications and includes soils that are determined to be Uncontaminated, Contaminated, Special or Hazardous waste.
- S. Special waste means any wastes as defined in Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling; Part 808: Special Waste Classifications; Subpart A: General Provisions; Section 808.110,

AND

Any wastes as defined in Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling; Part 809: Non Hazardous Special Waste Classifications; Subpart A: General Provisions; Section 809.103.

- T. Storm water means water deposited at the site in the form of rain, snow or other natural weather event.

- U. Uncontaminated Soil means soil meeting the definition of Uncontaminated Soil as set forth in 415 ILCS 5/3.160 and certified by a licensed professional engineer or the CPD as being uncontaminated.
- V. USEPA: United States Environmental Protection Agency.

1.5 SUBMITTALS

- A. Design Builder shall ensure that submittals are provided in compliance with specified time frame(s) to avoid delays in Work.
- B. Design Builder shall prepare and submit the following documents to the Commission's Representative at no additional cost to the PBC:
 - 1. Design Builder's Site Specific Health and Safety Plan for all workers engaged in excavation, pumping, stockpiling, loading, hauling, removal, and disposal of any Contaminated Soil and General Construction & Demolition Debris from a CPD property. The plan shall comply with all OSHA requirements. The work shall be performed under the direct supervision of a trained experienced site supervisor. The plan should at a minimum include the following:
 - a. Name key personnel and alternates responsible for site safety.
 - b. Risks associated with each operation conducted.
 - c. Type of personnel training and responsibilities and to handle the specific hazardous situations they may encounter.
 - d. Protective clothing and equipment to be worn by personnel during various site operations.
 - e. Site-specific medical surveillance requirements.
 - f. Program for the periodic air monitoring, personnel monitoring, and environmental sampling if needed.
 - g. Actions to be taken to mitigate existing hazards to make the work environment less hazardous.
 - h. Site control measures including a site map.
 - i. Procedures for personnel and equipment and transporting trucks to ensure that impacted soils are not tracked off site on to non-impacted areas of the site.
 - j. Site Standard Operating Procedures (SOPs) for activities that can be standardized (i.e., decontamination procedures and respirator fit testing).
 - k. Contingency Plan for the safe and effective response to emergencies.
 - 2. Soil Management Plan outlining proposed excavation work sequences and procedures to separate each type of material to be removed from the site from clean materials. The Soil Management Plan shall show the locations of each type of material to be stored on site, location of clean materials to be stored at the site for reuse, and location of material to be stored on site for future disposal. The Soil Management Plan shall also include information regarding concrete and brick recycling procedures and name and address of the concrete and brick recycling sites that will be used as part of this project.
 - 3. Permitted Subtitle D or C facility where Contaminated Soil and General Construction & Demolition Debris will be deposited. This information should include, at a minimum, the following:

- a. Facility Name, Address and Telephone Number
 - b. Site Contact
 - c. Facility Identification Number issued by Illinois, U.S. EPA, or other state licensing agencies for disposal facility.
 - d. USEPA Treatment/Disposal Site ID numbers (for liquid waste only).
 - e. State and Local Operational Permit Number(s)
4. The Design Builder shall fill out a waste profile, attach all laboratory analysis data and forward to the PBC Deputy Director of Environment or designee for signature. The Design Builder shall allow five business days to receive signed copy back from PBC.
 5. Copies of waste stream authorizations after executed and accepted by receiving landfill.
 6. Letter of Authorization and/or permit from the permitted Subtitle D or C landfill facility where Contaminated Soil and General Construction & Demolition Debris are to be treated/deposited prior to removal from the CPD property. The authorization must also include a statement indicating that the facility or licensed disposal facility has received a copy of the analysis report that classified the material as a Non-Hazardous Non-Special, Special, or General Construction & Demolition Debris, as applicable.
 7. Name and address and telephone number of the laboratory that will be used by the Design Builder to perform the environmental analytical testing prior to starting work. The laboratory performing the analysis must be an IEPA accredited laboratory in accordance with the Illinois Administrative Code, Title 35, Subtitle A Chapter II, Part 186.
 8. Operating licenses for Special Waste transporter(s), as applicable. Details of haul routes from site to the disposal/treatment facilities.
 9. Copies of all daily reports, transport manifests, volume tickets and disposal receipts to the Commission's Representative on a daily basis.
 10. Air sampling data collected during the course of the Work, including OSHA compliance air monitoring.
 11. Decontamination Plan outlining the decontamination procedures for equipment and vehicles utilized to excavate and remove Contaminated Soil and General Construction & Demolition Debris from the property.
 12. Storm Water Management Plan - prior to commencing work, the Design Builder shall provide a liquid materials handling plan. This plan shall stipulate provisions for dewatering, pumping, collection, temporary storage, and discharge or disposal of storm water, perched water and other liquids, contaminated and/or uncontaminated, at the site so as to facilitate soil removal and minimize disposal costs for contaminated fluids. Design Builder shall manage and remove water from the excavation in accordance with the City of Chicago and MWRDGC's requirements. The Design Builder shall not discharge onsite water into the sewer system without procuring all required.
 13. Copy of the pumping permit from the City of Chicago Building Department prior to pumping any water into the City of Chicago sewer system.
 14. Copy of the MWRDGC Discharge Authorization prior to discharging any contaminated water into the City of Chicago sewer system.
- C. Submittal Review: Review of submittals or any comments made does not relieve the Design Builder from compliance with the requirements of the drawings and specifications. The purpose of this check is to review for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Design Builder is responsible for confirming and correlating all quantities and dimensions; electing techniques of construction; coordinating the Work; and performing the Work in a safe and satisfactory manner.

- D. The Design Builder must not begin any field work applicable to this Section until all required submittals have been reviewed and accepted by the Commission's Representative.

1.6 NOTIFICATIONS

- A. Design Builder shall notify Commission's Representative a minimum of 48 hours prior to sampling Contaminated Soil and General Construction & Demolition Debris. No sampling shall be performed by the Design Builder without written approval by PBC Commission's Representative.
- B. The Design Builder shall notify the Commission's Representative no less than forty-eight (48) business hours prior to excavating, loading and transporting any Contaminated Soil and General Construction & Demolition Debris from the site. The EC must be notified within the same timeframe or sooner as materials can not leave the site without the EC supervision.

1.7 RECORDKEEPING

- A. The Design Builder shall provide documentation of labor, equipment, materials, and laboratory analysis used for disposal of Contaminated Soil and General Construction & Demolition Debris, when requested by the Commission's Representative.

PART 2 – PRODUCTS

2.1 REMOVAL OF CONTAMINATED SOIL, GENERAL CONSTRUCTION AND DEMOLITION DEBRIS

- A. The Design Builder shall furnish all necessary means, products, tools, and equipment required to remove Contaminated Soil and General Construction & Demolition Debris from the site as indicated in Contract Documents or as directed by the Commission's Representative.

PART 3 – EXECUTION

3.1 AUTHORIZATIONS

- A. Design Builder shall obtain Authorization Letter from the Permitted Subtitle D or Subtitle C landfill owner where Contaminated Soil and General Construction & Demolition Debris are to be transported and disposed. The authorization must be signed by a facility representative and shall state that the facility has received a copy of one or more laboratory analyses of representative sample(s) collected from the site by the Design Builder and has agreed to accept the material. The authorization shall further state that the facility agrees to accept the material for permanent placement on their site and that the material will not be removed from their site unless required by a local, state or federal authority. The authorization shall further state that the facility complies with all local zoning codes, state, federal and local laws, rules, and regulations.
- B. Obtain prior authorization from Commission's Representative and/or EC to backfill excavations and utility lines, and apply top soil. All backfill, CU structural soil, and top soil shall comply with project specifications Section 31 23 23.

3.2 MATERIAL SAMPLING

- A. The Design Builder shall collect sufficient amount of representative sample(s) from the site for analysis to obtain authorization for the ultimate disposition of Contaminated Soil and General Construction & Demolition Debris waste. The Design Builder is responsible for acquisition of any required permits and payment of all sampling, analysis costs and permitting fees.
- B. The Design Builder shall be responsible for obtaining liquid samples as needed for characterization for liquid disposal offsite, disposition onsite, or discharge to sewer, as approved by Commission's Representative. The Design Builder is responsible to the acquisition of any required disposal permits and the payment of any fees associated with liquid disposal.
- C. The Design Builder shall submit the soil and liquid samples (as applicable) to the laboratory and pay for the cost of analyzing the constituents required for the ultimate disposition of soils and liquids.
- D. The EC shall collect samples for laboratory analysis or field Photo-ionization Detector (PID) screening, or liquid samples for laboratory analysis. The Design Builder shall provide the necessary equipment and manpower to collect materials to be sampled at no additional cost to the PBC.
- E. The Design Builder shall immediately notify the Commission's Representative and if any materials, (solid or liquid) requiring special handling (i.e., stained soil, soil with odors, or liquids) not identified in Contract Documents are encountered.

3.3 EXCAVATION

- A. The Design Builder shall perform all Contaminated Soil and General Construction & Demolition Debris removal work in accordance with Contract Documents.
- B. All excavation shall be performed in accordance with OSHA requirements and guidelines.
- C. The Design Builder shall immediately notify the Commission's Representative if any materials, (solid or liquid) requiring special handling (i.e., stained soil, soil with odors, or liquids) are encountered outside of designated areas in Contract Documents. Such materials shall be separately stockpiled or, if liquid, contained within excavation or area where encountered. Materials shall not be loaded/pumped into hauling trucks/tankers without a written authorization from PBC.
- D. The Design Builder shall coordinate all Contaminated Soil and General Construction & Demolition Debris removal from the site activities. The Design Builder must provide a written notification to the Commission's Representative at least 48-hour prior to starting any Contaminated Soil and General Construction & Demolition Debris removal activity from the site.
- E. Areas of the site may be classified differently in the Contract Documents. Design Builder shall be responsible for the removal of each type of material separately. Design Builder shall decontaminate all excavation equipment prior to excavating different classifications of materials generated onsite.

- F. The Design Builder shall be responsible for maintaining the structural integrity of all surrounding streets, underground utilities, buildings, and structures (walkways, sidewalks, underground tunnels, etc.).
- G. Secure, shore, and brace where sloping is not possible either because of space restrictions or stability of material excavated. Excavations shall be braced or sloped in compliance to the latest Occupational Safety and Health Administration (OSHA) requirements and shall comply with local codes, authorities having jurisdiction, and the City of Chicago, and maintain same. Maintain sides and slopes of excavations in a safe condition until completion of backfilling. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross braces, in good serviceable conditions. Maintain shoring and bracing in excavations regardless of the time period excavations will remain open. Carry down shoring and bracing as the excavation progresses.
- H. In the event the Design Builder causes contaminated materials to be discharged onto, or come into contact with site surface materials including but not limited to soils, asphalt, concrete, bricks, gravel, and the surface cannot be decontaminated, the surface materials shall be considered contaminated. The Design Builder shall submit the sample(s) to the laboratory and pay for the cost of analyzing the constituents required for the ultimate disposition of such materials.

3.4 DECONTAMINATION

- A. The Design Builder shall remove soils, dusts, rocks, etc. from the exterior of trucks, trailers, or other heavy equipment leaving the site before they leave the site.
- B. The Design Builder shall not create dust and shall maintain adequate dust suppression equipment on site if conditions warrant.
- C. The Design Builder shall maintain streets clean and free of mud and dirt.
- D. The Design Builder shall clean and/or decontaminate equipment (tools, shovels, backhoes, pumps, hoses, etc.) with a jet washer or steam cleaner after completing work in the Special Waste and/or Hazardous Waste areas and prior to start working in areas of the site with different waste classifications. All cleaning and/or decontamination residuals must be collected and disposed of in accordance with applicable federal, state and local regulations at no additional cost to the PBC.

3.5 STOCKPILING

- A. Design Builder may stockpile the Contaminated Soil and General Construction & Demolition Debris as approved by the Commission's Representative. The Design Builder shall be responsible for keeping such soils/materials separated from soils/materials that are not designated as Contaminated Soil and General Construction & Demolition Debris. If any such commingling occurs, the waste soils will now be considered Contaminated Soil and General Construction & Demolition Debris or the more stringent classification, as applicable, and the Design Builder shall dispose of newly designated soils at his own expense. The Design Builder will be responsible for sampling analysis costs associated with characterization of newly designated wastes.

- B. The location of the stockpile area shall be coordinated with the Commission's Representative. The Design Builder shall keep special wastes, non-hazardous special waste, or hazardous waste soils, covered with 6-mil polyethylene visqueen or containerized until subsequent loading, transportation and disposal. For stockpiled soils, provide a 12" to 18" berm around the stockpile. Base sheeting shall overlap the dike. The maximum height of the stockpile shall not exceed 10 feet.
- C. The Design Builder shall not allow runoff from stockpiled soil/materials to enter storm drains or leave the site.

3.6 LOADING

- A. Design Builder shall prepare and receive approval from the Commission's Representative for all disposal documents prior to starting any loading activities.
- B. Design Builder shall notify PBC a minimum of 48 hours prior to any loading and hauling activities. No Contaminated Soil and General Construction & Demolition Debris shall be removed from the CPD property without the presence of the EC.
- C. The Design Builder shall load Contaminated Soil and General Construction & Demolition Debris waste directly from the site or from temporary stockpiles into hauling trucks for subsequent transportation and ultimate disposition. The soil shall not leave the site without the presence of the EC.
- D. The Design Builder shall prepare disposal receipts prior to starting any soil loading activities.
- E. The Design Builder shall load excavated materials directly from the site or from temporary stockpiles into hauling trucks equipped with tarp covers for subsequent transportation and ultimate disposition directly to the landfill.
- F. Traffic: Conduct Contaminated Soil and General Construction & Demolition Debris removal to ensure minimum interference with roads, streets, walks and other adjacent occupied and used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the applicable governing agency and the Commission's Representative. Provide alternate routes around closed or obstructed traffic ways if required by the governing agency.
- G. The Design Builder is responsible for complying with State and local Road/Street weight limits.

3.7 TRANSPORTATION

- A. Contaminated Soil and General Construction & Demolition Debris materials shall be transported by a licensed hauler, as applicable. Transporters shall comply with all out of state permits and regulations.
- B. All Contaminated Soil and General Construction & Demolition Debris must be transported directly to the disposal facility from the site. Intermediate storage is not permitted. All wastes not transported to the designated and approved facility shall be returned to the site for overnight storage.

- C. Design Builder shall remove soils, dusts, rocks, etc. from the exterior of trucks, trailers, or other heavy equipment before they leave the site.
- D. The Design Builder shall provide and complete copies of all daily reports, transport manifests, weight tickets, and receipts (as applicable) for transportation and ultimate disposition of the Contaminated Soil and General Construction & Demolition Debris materials to the Commission's Representative on daily basis.
- E. Drivers shall hold, and present upon request, a current valid Commercial Driver's License (CDL).
- F. Design Builder must transport all Contaminated Soil and General Construction & Demolition Debris in covered trailers at a minimum.

3.8 DISPOSAL

- A. Solids - The Design Builder shall provide copies of weight tickets and/or volume (cubic yards/tonnage) receipts from the Permitted Subtitle D landfill facility accepting the Contaminated Soil and General Construction & Demolition Debris waste materials to the Commission's Representative within two business days.
- B. Liquids - The Design Builder shall provide copies of weight tickets and/or volume (gallons) receipts/manifests from the permitted treatment and/or disposal facility accepting Special Wastes to the Commission's Representative within two business days.
- C. Design Builder shall provide copies of completed tracking tickets/manifests executed by the Commission's Representative, transporter and the permitted facility accepting the Contaminated Soil and General Construction & Demolition Debris to the Commission's Representative within two business days of off-site removal. Original manifests forwarded from the receiving facility to the Generator will not be available to Design Builder. Design Builder shall collect, organize by date, and submit transporter copy to the Commission's Representative. Submittal shall include summary table which identifies manifest number, date, transporter, and associated weight ticket or volume receipt.

3.9 STORM WATER RUNOFF AND GROUNDWATER MANAGEMENT

- A. The Design Builder shall have access to a weather notification system and manage the work so as not to accumulate storm water on the site during excavation.
- B. The Design Builder shall prevent storm water, groundwater water or perched water from entering the excavation areas. Incorporate preventative measures to avoid contact of such liquid with Contaminated Soil, if present on site. Earthen berms, plastic (polyethylene) sheeting, pumping, and other such means, as specified in the approved Storm Water Management Plan, shall be used.
- C. Design Builder shall implement the approved Storm Water Management Plan as conditions warrant or as directed by the Commission's Representative. The Design Builder shall manage and remove water from site excavation in accordance with the City of Chicago and MWRDGC's requirements. The Design Builder shall not discharge onsite water into the City of Chicago sewer without first obtaining all required permits in accordance with the following procedures:

1. If there is no evidence of water contamination as determined by the EC, Design Builder shall obtain pumping permit from the City of Chicago Building Department.
2. If the EC determines the presence of contaminated water at the site, Design Builder shall collect and analyze representative water sample in accordance with MWRDGC Environmental Remediation Wastewater (ERW) Ordinance requirements. Submit a copy of the analytical result to the Commissioner's Representative within seven (7) working days of sample collection.
3. If the analytical result of the water sample is below the maximum concentrations acceptable for discharge of ERW into sewerage system. The Design Builder shall perform the following:
 - a. Secure a special discharge authorization from the MWRDGC for discharging contaminated water into the sewer system.
 - b. Install and operate flow meters for measuring the volume of water discharged into the sewer system at each discharging manhole. Flow meters can be either installed on the settling tank, if used, or at each discharging manhole. The flow meter must meet the MWRDGC's requirements including a non-resettable totalizer and must be equipped with recorder charts. Totalizers must be read a minimum of once per week and a log of such readings, with the appropriate conversion factors, and recorder charts must be provided to the Commission's Representative. The flow-measurement devices must be calibrated monthly and prior to its initial use. The accuracy of the device must be certified by a factory-authorized representative with documentation of this certification provided to the Commission's Representative and submit to the MWRDGC.
 - c. Collect and analyze representative water samples on monthly basis for the parameters required by the MWRDGC ERW special authorization. Analytical results and Sample Collection, Analysis and Report Certification should be provided to Commission's Representative within 7 working days of sample collection.
4. If the analytical results of the water exceed the MWRDGC ERW ordinance requirements, water should be either pumped either into holding tank for future transportation and disposal at treatment facility, or pumped directly into vacuum truck for disposal at a treatment facility as Special Waste. Prior to pumping and transporting water into the treatment facility, the Commission's Representative may collect confirmation water samples to verify that the analytical results do not meet the MWRDGC's requirements. The Design Builder shall provide all required equipment and access to collect such samples.
 - D. If the Design Builder, through negligence, allows storm water to contact Contaminated Soil and thereby contaminates the storm water so that the water must be disposed of as contaminated water, the Design Builder shall be responsible for the additional costs incurred for any disposal. Design Builder shall perform this work at no additional cost to the PBC.

3.10 DUST CONTROL

- A. The Design Builder shall control dust by all necessary means, including but not limited to covering trucks, stockpiles and open materials, watering haul roads, sweeping paved roads, and limiting the speed of all on-site vehicles.

- B. The Design Builder shall not create dust and shall maintain adequate dust suppression equipment on site if conditions warrant.
- C. The Design Builder shall maintain streets clean and free of mud and dirt. Design Builder shall perform all necessary activities to keep roadways clean throughout each day and for the duration of the project.

3.11 NOISE CONTROL

- A. The Design Builder shall not start any work activities prior to the time specified in the City of Chicago Noise Ordinance.
- B. The Design Builder shall control the noise in accordance with the City of Chicago Noise Ordinance or as directed by the Commission's Representative during normal operating hours.

3.12 QUALITY CONTROL

- A. The Design Builder shall take all necessary precautions to protect structures, equipment, pavement, walks and utilities against movement or settlement during the course of work. Visual inspections and damage repairs shall be made daily by the Design Builder and/or as directed by the Commission's Representative to assure that erosion, drainage and containment control measures are functioning properly.
- B. Damages: Promptly replace or repair any damage caused to adjacent pavement, utilities or facilities by removal operations at no additional cost to PBC. Work shall be performed to the satisfaction of the Commission's Representative.
- C. Utility Services: Maintain existing utilities and protect against damage during removal operations.
- D. Submittal Timeframe Compliance: Ensure that all required submittals are in compliance with time frames specified.
- E. Storage Area Inspections: Perform daily checks of any Soil/Waste Storage locations to ensure they are secure.

END OF SECTION

SECTION 312323

ACCEPTANCE OF BACKFILL, TOP SOIL & CU STRUCTURAL SOIL

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

- A. Drawings
- B. Book 1: Project Information, Instructions to Bidders, and Execution Documents
- C. Book 2: Standard Terms and Conditions for Construction Contracts
- D. Book 2a: Standard Terms and Conditions Procedures Manual

1.2. APPLICABILITY:

- A. These environmental requirements apply to all Public Building Commission (PBC) projects conducted on Chicago Park District (CPD) properties. These requirements also apply to contract Work required in public parkways and streets.
- B. The materials specifically excluded from the requirements of this Section include Wood Mulch and Sod, and aggregates within asphalt or concrete.

1.3. INTRODUCTION

- A. Work Included: This specification is for the testing and approval of ALL imported Backfill, Top Soil and CU Structural Soil imported to a PBC project by the Design Builder.
 - 1. Select and perform historical research of source materials. Research shall include current and historical aerials, Sanborn Maps, and/or topographic maps of the source location.
 - 2. Collect and analyze all samples for appropriate laboratory analysis.
 - 3. Coordinate approval of source materials approved per this specification with other required approvals per the architectural and engineering specifications and requirements.
 - 4. Provide copies of all source information, laboratory data, daily reports and import documentation.
- B. Related Work:
 - 1. Section 31 22 14 – Earthwork
 - 2. Section 31 22 15 – Earthwork for Synthetic Grass Surfacing
 - 3. Section 31 22 21 – Finish Grading for Synthetic Grass Surfacing
 - 4. Section 31 23 17 – Excavating, Backfilling, and Compacting for Utilities
 - 5. Section 32 13 13 – Portland Cement Concrete Paving
 - 6. Section 32 92 23 – Sodding
 - 7. Section 32 93 11 – Plantings
 - 8. Section 33 46 17 – Subdrainage for Synthetic Grass Surfacing

1.4. DEFINITIONS

- A. Backfill means any granular or cohesive material used to fill an excavation or bring property to design grade as specified in the Contract Documents.
- B. Commission's Representative means the person designated as the official PBC representative of the owner in connection with a project.
- C. CU Structural Soil means a uniformly blended mixture of crushed stone, clay, loam and hydrogel.
- D. IEPA means Illinois Environmental Protection Agency.
- E. Environmental Consultant (EC) means the entity with overall responsibility for the environmental program, including design, organization, monitoring and development of the environmental program which includes investigations, assessments, designs, clean fill acceptance and oversight work.
- F. PBC means the Public Building Commission of Chicago.
- G. TACO means TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO) per 35 Illinois Administrative Code.
- H. Target Compound List (TCL) parameters means parameters listed in 35 Illinois Administrative Code 740 APPENDIX A, Tables A, B, C and D.
- I. Top Soil means any soils placed to design grade and used to promote vegetative growth. Bioswale materials, Root Mix and other specified soil mixtures for plant growth are included as topsoil materials, as referenced in Specification 32 93 11.
- J. Virgin Source means granular materials generated from mining or quarry operations and not commingled with potential sources of contaminants.

1.5. SUBMITTALS

- A. Design Builder shall ensure that submittals are provided in compliance with specified time frame(s) to avoid delays in Work.
- B. Copies of environmental analytical results of all Backfill material, Top Soil and CU Structural Soil verifying that these materials do not exceed APPENDIX B, SECTION 742, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742 values for 35 ILL. ADM CODE 740 APPENDIX A Target Compound List (TCL) parameters. For samples from virgin sources, one representative sample must be analyzed for TCL parameters. For samples from non-virgin and recycled sources, one sample per every 1,000 tons/500 cubic yards of material must be analyzed for TCL parameters. A copy of the analytical results shall be submitted at least one week prior to depositing Backfill, Top Soil and/or CU Structural Soil on site. The date of the collection and analysis shall be within 60 days of importing such material to a PBC project.
- C. Summary of Analytical Data. The report should include a tabulation of sampling results compared to applicable Tier 1 remediation objectives for residential properties.

- D. Name and address and telephone number of the laboratory that will be used by the Design Builder to perform the environmental analytical testing for Backfill, Top Soil and CU Structural Soil samples prior to conducting sample analysis. The laboratory performing the analysis must be an IEPA accredited laboratory in accordance with the Illinois Administrative Code, Title 35, Subtitle A Chapter II, Part 186.
- E. Sample collector information including name, company, address and telephone number of consultant/entity that performed sampling and their specific handling criteria for each sample collected.
- F. Source information of all imported materials including but not limited to the address of the source site, latitude and longitude, the name of the owner of the source materials, the location where the source materials derived from at the source site, phone number of the owner of the source materials, history of the site usage (i.e. farm, residential, industrial/commercial, etc.). Report defining the current and historic uses of the clean soil source material to determine if the potential for any source contamination is present.
- G. Copies of all daily reports, transport records and receipts to the Commission's Representative on a daily basis. Transport tickets and receipts must include source name, location and date of pickup.

1.6. SUBMITTAL REVIEW

- A. Review of submittals or any comments made does not relieve the Design Builder from compliance with the requirements of the drawings and specifications. The purpose of this check is to review for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Design Builder is responsible for confirming and correlating all quantities and dimensions; electing techniques of construction; coordinating the Work; and performing the Work in a safe and satisfactory manner.
- B. Commission's Representative may request additional sampling or reject source based upon historical source information. Design Builder shall be responsible for all additional sample analysis if requested.

1.7. NOTIFICATIONS

- A. Design Builder shall notify Commission's Representative and EC a minimum of 48 hours prior to sampling source materials. PBC may visit source location to monitor sampling activities.
- B. Design Builder shall notify the Commission's Representative and a minimum of 48 hours prior to transporting any Backfill, Top Soil and CU Structural Soil to the site. The Design Builder shall provide a representative onsite for field screening using a PID.

1.8. RECORDKEEPING

- A. The Design Builder shall provide documentation of labor, equipment, and materials used for importation of backfill when requested by the Commission's Representative.

PART 2 - PRODUCTS

2.1 BACKFILL, TOP SOIL, CU STRUCTURAL SOIL

- A. The Design Builder shall supply only Backfill, Top Soil and CU Structural Soil that does not exceed APPENDIX B, SECTION 742, TABLE A; TACO: 35 ILL. ADM. CODE 742 values for 35 ILL. ADM CODE 740 APPENDIX A TCL parameters. The date of collection and analysis of any backfill shall be within 60 days of importing such material to a PBC project.
- B. Backfill shall meet project specified requirements as referenced in the Contract Documents.
- C. Top Soil material shall meet the project specified requirements as referenced in Specification 32 93 11.
- D. CU Structural Soil, if required per Contract Documents, shall meet the project specified requirements.
- E. Design Builder shall be responsible to ensure that approval per this specification AND approval per the applicable architectural/engineering specifications is provided by the Commission's Representative prior to importing any materials to PBC project.

PART 3 – EXECUTION

3.1 AUTHORIZATIONS

- A. Design Builder shall have written approval from the Commission's Representative prior to importing any Backfill, Top Soil, or CU Structural Soil to the PBC project.
- B. The Design Builder shall not place Backfill, Top Soil or CU Structural Soil without approval of the Commission's Representative. If the Design Builder places Backfill, Top Soil or CU Structural Soil without obtaining approval from the Commission's Representative, the Backfill, Top Soil or CU Structural Soil shall be excavated, if required, and replaced at the Design Builder's expense.

3.2 MATERIAL SAMPLING

- A. The Design Builder shall collect sufficient amount of representative (no composite samples for volatile organic samples) Backfill, Top Soil and CU Structural Soil sample(s) for analytical testing.
- B. Design Builder shall collect representative samples in accordance with IEPA approved methods for TCL parameter laboratory analysis. All containers used shall be pre-cleaned to EPA standards. Samples shall be immediately placed in cooler with ice or ice packs and forwarded to laboratory. A chain of custody should be prepared for all samples.
- C. Design Builder shall obtain sufficient amount of samples to verify that these materials do not exceed APPENDIX B, SECTION 742, TABLE A; TACO: 35 ILL. ADM. CODE 742.
- D. Design Builder shall prepare summary of the sample collection and data analysis. The report should include a tabulation of sampling results compared to applicable Tier 1 remediation objectives for residential properties. The date of the analysis of any backfill shall be within 60 days of importing such material to a PBC project.

- E. The Design Builder is responsible for payment of all Backfill, Top Soil and CU Structural Soil sampling, historical data and analytical fees.
- F. The EC shall collect samples of Backfill, Top Soil or CU Structural Soil for laboratory analysis on behalf of the PBC to verify source materials comply with specifications. Should results indicate exceedances of APPENDIX B, SECTION 742, TABLE A; TACO: 35 ILL. ADM. CODE 742, Design Builder shall be responsible for removal and replacement at no additional cost to the project.
- G. The EC shall collect samples for field Photo-ionization Detector (PID) screening. The Design Builder shall provide the necessary equipment and manpower to assist in the collection of materials to be sampled at no additional cost to the project and in compliance with OSHA and all other Rules and Regulations.

3.3 SAMPLE FREQUENCY

A. Virgin Source Materials

- 1. Design Builder shall provide virgin quarry material letter from the owner of the source material. Letter shall include historical source information.
- 2. Design Builder shall provide one representative sample analyzed for TCL parameters. The date of collection and analysis shall be within 60 days of importing such material to a PBC project.
- 3. Design Builder shall be responsible for all additional sampling and analysis to comply with specified analysis time frame.
- 4. Laboratory analysis shall be required for each gradation of material from the source location.
- 5. Design Builder shall be responsible for additional TCL laboratory analysis of all individual components/amendments added to materials if not included in original representative sample analysis.

B. Non-Virgin/Recycled Materials

- 1. Design Builder shall provide historical source information.
- 2. Design Builder shall provide one representative sample analyzed for TCL parameters per every 1,000 tons/500 cubic yards of material. The date of the collection and analysis shall be within 60 days of importing such material to a PBC project.
- 3. Design Builder shall be responsible for all additional sampling and analysis to comply with specified analysis time frame and volume sampling frequency.
- 4. Laboratory analysis shall be required for each gradation of material from the source location.
- 5. Design Builder shall be responsible for additional TCL laboratory analysis of all individual components/amendments added to materials if not included in original representative sample analysis.

3.4 TRANSPORTATION AND DELIVERY

- A. Drivers shall hold, and present upon request, a current valid Commercial Driver's License (CDL).
- B. Design Builder is responsible for complying with State and local road/street weight limits.

- C. Design Builder must transport all materials in covered trailers.
- D. The Design Builder shall place Backfill, Top Soil and CU Structural Soil to ensure minimum interference with roads; streets, walks and other adjacent occupied and used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the applicable governing agency and the Commission's Representative. Provide alternate routes around closed or obstructed traffic ways if required by the governing agency.
- E. The Design Builder shall provide and complete copies of all daily reports, weight tickets/delivery tickets (as applicable) for each load of Backfill, Top Soil, and CU Structural Soil to the Commission's Representative within 5 business days or as directed by the Commission's Representative.

3.5 STOCKPILING

- A. The Design Builder may stockpile source materials on-site. The location of the stockpile area shall be approved by the Commission's Representative and it shall be in accordance with the City of Chicago requirements. The maximum height of the stockpile shall not exceed 10 feet.
- B. The Design Builder shall be responsible for keeping approved Backfill, Top Soil and CU Structural Soil separated from soils classified differently until final placement per the contract documents. If approved Backfill, Top Soil and CU Structural Soil comes in contact with these other soils prior to final placement, the materials will now be considered same as other classified materials, and the Design Builder shall dispose of newly designated soils as contaminated and provide replacement materials per Contract Documents at his own expense. Disposal shall be performed in accordance with Section 31 23 18.11 or Section 31 23 18.13, based upon which material the clean fill was commingled. The Design Builder will be responsible for sampling analysis costs associated with characterization of newly designated contaminated soil.

3.6 DUST CONTROL

- A. The Design Builder shall control dust by all necessary means, including but not limited to covering trucks, stockpiles and open materials, watering haul roads, sweeping paved roads, and limiting the speed of all on-site vehicles.
- B. The Design Builder shall not create dust and shall maintain adequate dust suppression equipment on site if conditions warrant.
- C. The Design Builder shall maintain streets clean and free of mud and dirt. Design Builder shall perform all necessary activities to keep roadways clean throughout each day and for the duration of the project.

3.7 NOISE CONTROL

- A. The Design Builder shall not start any work activities prior to the time specified in the City of Chicago Noise Ordinance.

- 3.8 The Design Builder shall control the noise to a level below the City of Chicago Noise Ordinance or as directed by the Commission's Representative during normal operating hours.

3.9 QUALITY CONTROL

- A. The Design Builder shall take all necessary precautions to protect structures, equipment, pavement, walks and utilities against movement or settlement during the course of work.
- B. Damages: Promptly replace or repair any damage caused to adjacent pavement, utilities or facilities by removal operations at no additional cost. Work shall be performed to the satisfaction of the Commission's Representative.
- C. Utility Services: Maintain existing utilities and protect against damage during placement of backfill, top soil and CU Structural Soil.
- D. Visual Inspections: Perform visual inspections of each load of imported material to ensure that it is in conformance with the approved source and reject any material that has not been approved.
- E. Submittal Timeframe Compliance: Ensure that approved source data submitted is in compliance with time frames specified.
- F. Imported Material Inspections: Perform periodic checks of fill source locations to identify any change in material characteristics, as applicable.

END OF SECTION

EXHIBIT 3

100% SCHEMATIC DESIGN PLANS

PREPARED BY WIGHT & COMPANY DATED SEPTEMBER 6, 2012

Ping Tom Park Fieldhouse
1700 S. Wentworth Ave.
Chicago, IL 60616

September 6, 2012

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EXHIBIT 4

DESIGN BUILDER KEY PERSONNEL AND BILLING RATES

Name	Title/Role	Company
James Mark, AIA	Project Executive/Principal	Wight & Co.
Matthew Duggan	Design Project Manager	Wight & Co.
Matthew Zolecki	Project Architect	Wight & Co.
Carol Drucker, SE	Structural Engineer	Drucker Zajdel
Jeffrey Martin, PE	Mechanical Engineer	ESD
Joshua Karr, PE	Electrical Engineer	ESD
Gabriel Gomez	Plumbing Engineer	ESD
Luis Mota	Fire Protection Engineer	ESD
Thomas Powers, PE	Civil Engineer	Wight & Co.
Ernest Wong	Landscape Architect	Site Design Group
Matthew Freeby, AIA	Pool Consultant	Water Technology
Lois Vitt Sale, AIA	LEED Consultant	Wight & Company
Scott Richards	Construction Project Manager	Wight & Company
Kristopher Klickna	Superintendent	Wight & Company
Christian McNamee	Quality Control Manager	Wight & Company
Jeffrey McClelland	Environmental Construction Mgr.	Pioneer EES

Position/Title	Hourly Billing Rate
Project Executive / Principal	\$150
Project Manager	\$110
Superintendent	\$115
Engineer	\$100

Hourly Position	Straight Time	Time and Half	Double Time
Laborer	\$61.96	\$82.81	\$103.66
Laborer Foreman	\$64.99	\$87.34	\$109.70
Carpenter	\$71.07	\$95.26	\$119.46
Carpenter Foreman	\$73.43	\$98.82	\$124.20
Operator – Outside	\$80.72	\$108.76	\$136.81
Operator - Inside	\$79.18	\$106.44	\$133.72

EXHIBIT 5

DESIGN BUILDER'S GUARANTEED MAXIMIM PRICE

Description	Category	Cost
Design Phase Services & Fee		
Design Phase Services	Professional Services	\$654,000
Design Builder's Fee	Fee	\$296,000
Construction Phase Costs		
General Conditions and Requirements	Construction Costs	\$1,106,556
Construction Costs	Construction Costs	\$10,125,598
Design Builder's Contingency	DB Contingency	\$88,323
Commission Contingency	Commission Contingency	\$79,523
Green Roof Allowance	Commission Allowance	\$150,000
Total Guaranteed Maximum Price (GMP)		\$12,500,000

EXHIBIT 6

Schedule of Values

Ping Tom Memorial Park Field House			
ITEM NO./ CSI	B		C
	DESCRIPTION OF WORK	CONTRACTOR/VENDOR	SCHEDULED VALUE
001001	Design Services	Wight & Company	\$654,000.00
004001	Construction Management	Wight Construction	\$296,000.00
010001	General Conditions	Wight Construction	\$1,106,556.00
001002	Design Reimbursables	Wight & Company	\$7,000.00
001002	Mobilization	Wight Construction	\$100,000.00
010201	Insurance	Wight Construction	\$104,383.00
010221	Bond	Wight Construction	\$90,765.00
010003	Scheduling/LEED	RM Chin	\$30,000.00
022200	Remediation Consultant	Pioneer	\$107,000.00
022201	Mass Grading	TBD	\$386,774.00
025100	Asphalt	TBD	\$22,748.00
026100	Site Utilities	TBD	\$237,000.00
026700	Rainwater Harvesting	TBD	\$197,220.00
028300	Fencing	TBD	\$80,480.00
029100	Landscaping	TBD	\$237,998.00
029101	Site Furnishings	TBD	\$25,830.00
029310	Green Roof	TBD	\$150,000.00
033100	Concrete	TBD	\$672,050.00
033175	Water Proofing	TBD	\$9,520.00
034100	Pre-Cast Concrete	TBD	\$1,299,253.00
062100	General Carpentry	TBD	\$333,420.00
055200	Bleachers	TBD	\$11,885.00
059200	Steel	TBD	\$802,227.00
062200	Casework	TBD	\$48,524.00
072150	Spray Insulation	TBD	\$49,000.00
073100	Roofing	TBD	\$610,703.00
073102	Metal Panels	TBD	\$65,000.00
081100	Doors/Frames/Hardware	TBD	\$127,159.00
084100	Storefront/Window Glazing	TBD	\$394,370.00
087100	ADA Operators	TBD	\$37,962.00
092100	Drywall	TBD	\$300,170.00
093100	Ceramic	TBD	\$157,566.00
095100	Acoustical Ceiling	TBD	\$5,000.00
096200	Wood Floor	TBD	\$78,722.00
096710	VCT/Carpet	TBD	\$101,722.00
099200	Painting	TBD	\$174,819.00
101100	Visual Boards	TBD	\$1,535.00
103500	Flag Poles	TBD	\$8,888.00
104300	Signage	TBD	\$17,200.00
105100	Metal Lockers	TBD	\$12,134.00
106100	Operable Partitions	TBD	\$7,350.00
108200	Toilet Partitions/Accessories	TBD	\$57,000.00
114100	Appliances	TBD	\$11,381.00
114800	Gym Equipment	TBD	\$41,610.00
114850	Scoreboards	TBD	\$11,740.00
125200	Window Treatments	TBD	\$10,614.00
142100	Elevator	TBD	\$10,614.00
152100	Plumbing	TBD	\$419,562.00
152200	Pool System	TBD	\$632,800.00
155200	Geothermal	TBD	\$249,900.00
157100	HVAC	TBD	\$1,270,000.00
162100	Electrical	TBD	\$400,000.00
168200	Voice/Data	TBD	\$36,000.00
168300	Security	TBD	\$21,000.00
990600	Design-Builder Contingency		\$79,523.00
990601	Owner Contingency		\$88,323.00
TOTAL PROJECT GMP			\$12,500,000.00

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 Six Hundred Fifty Four Thousand Dollars (\$654,000) in accordance with Article 7 of Book 1 and Exhibit 5.
- b. DESIGN BUILDER'S FEE. The Design Builder shall be paid a lump sum fee of Two Hundred Ninety Six Thousand Dollars (\$296,000) 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 the fixed sum of One Million One Hundred Six Thousand Five Hundred Fifty Six Dollars (\$1,106,556) as full compensation for General Conditions and Requirements and Ten Million One Hundred Twenty-Five Thousand Five Hundred Ninety Eight Dollars (\$10,125,598) as Construction Costs as provided in Section 8.2 of Book 1, Exhibit 5 and Exhibit 6.

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 and Exhibit 6 Schedule of Values. 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, 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. Commission Contingencies. The Commission has established certain Commission Contingencies in the GMP as set forth in Exhibit 5 GMP and Exhibit 6 Schedule of Values. The Commission Contingencies are for the exclusive use of the Commission at the Commission's sole and absolute discretion. In the event that any Commission Contingencies remain unused at the completion of the Work, the Commission shall issue a deductive Amendment to reduce the GMP so any unused portion of the Commission Contingencies remain with the Commission.

- b. Commission Allowance Item(s). The Commission and the Design Builder acknowledge that certain portions of the Work may not be fully specified prior to establishing the Cost of the Work and the GMP. The Commission has established a reasonable estimate of the cost of such portions of the work based upon available information for such portions of the work ("Commission Allowance") as set forth in Exhibit 5 GMP and Exhibit 6 Schedule of Values, the amount of which shall be designated the "Commission Allowance Amount." If appropriate, the Design Builder shall obtain trade contractor pricing for the Commission Allowance Item(s) at the appropriate time as directed by the Commission. Design Builder shall be entitled to an adjustment to the Commission Allowance Amount if the amount of the lowest responsive responsible bid accepted plus the cost for bonds and insurance ("Accepted Bid Contract Amount") for the scope of work represented by the Commission Allowance Item exceeds the Commission Allowance Amount ("Commission Allowance Overage"). Such adjustment shall be in the amount of the difference between the Accepted Bid Contract Amount and the Commission Allowance Amount. Any Commission Allowance Overage shall be funded by the Commission from the Commission Contingency or by Change Order from other Commission provided funds. The Commission Allowance Amount shall also be decreased by the difference between the Commission Allowance Amount and the Accepted Bid Contract Amount where the Accepted Bid Contract Amount is less than the Commission Allowance Amount ("Commission Allowance Savings") and any such difference shall be allocated to the Commission Contingency. At such time as the Design Builder executes subcontracts for any of the scopes of work identified as Commission Allowance Items, such Commission Allowance Items shall be deemed converted from Commission Allowance Items to Construction Costs at the Accepted Bid Contract Amount and shall be treated accordingly. Any allocations for a Commission Allowance Overage or a Commission Allowance Savings shall be made on the Payment Application for the month in which the subcontract for the scope of work was executed, provided the corresponding Change Order has been executed by the Commission and the Design Builder.

- c. 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 5 GMP and Exhibit 6 Schedule of Values 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.

- d. Design Builder Fees on Commission Contingencies and Commission Allowances. The Design Builder shall not be entitled to any additional Design Builder Fee on any use of Commission Contingency or expenditure of Commission Allowance.

5. DESIGN BUILDER’S CONTINGENCY

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

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

6. ITEMS NOT INCLUDED IN THE COST OF THE WORK

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

- a. Salaries and other compensation of the Design Builder's personnel stationed at the Design Builder's principal office or offices other than the Project Site, unless identified in Exhibit G.
- 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.

8. BUYOUT SAVINGS

Buyout Savings shall be defined as the difference between the amount identified in the Schedule of Values for the GMP and the executed subcontract value. Such Buyout Savings shall be determined following the execution of the final subcontract between subcontractor and the the Design Builder.

If, after the establishment of the Cost of the Work, the execution of subcontracts between Design Builder and its subcontractors results in Buyout Savings, such Buyout Savings shall be allocated to the DB Contingency on the Payment Application for the month in which the subcontract is executed.

Exhibit 8
Ping Tom Park Fieldhouse
Design-Build Schedule
September 28, 2012

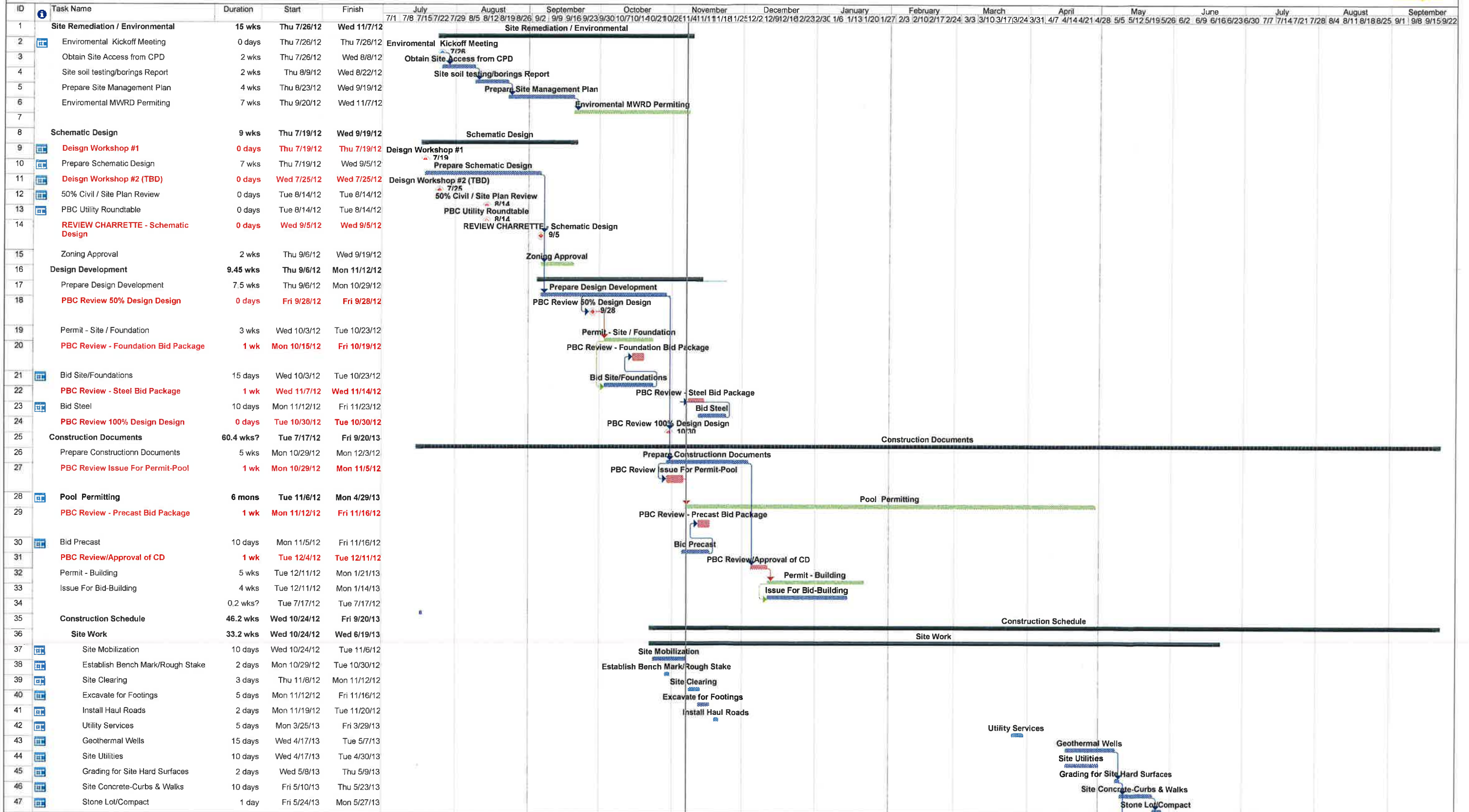


Exhibit 8
Ping Tom Park Fieldhouse
Design-Build Schedule
 September 28, 2012

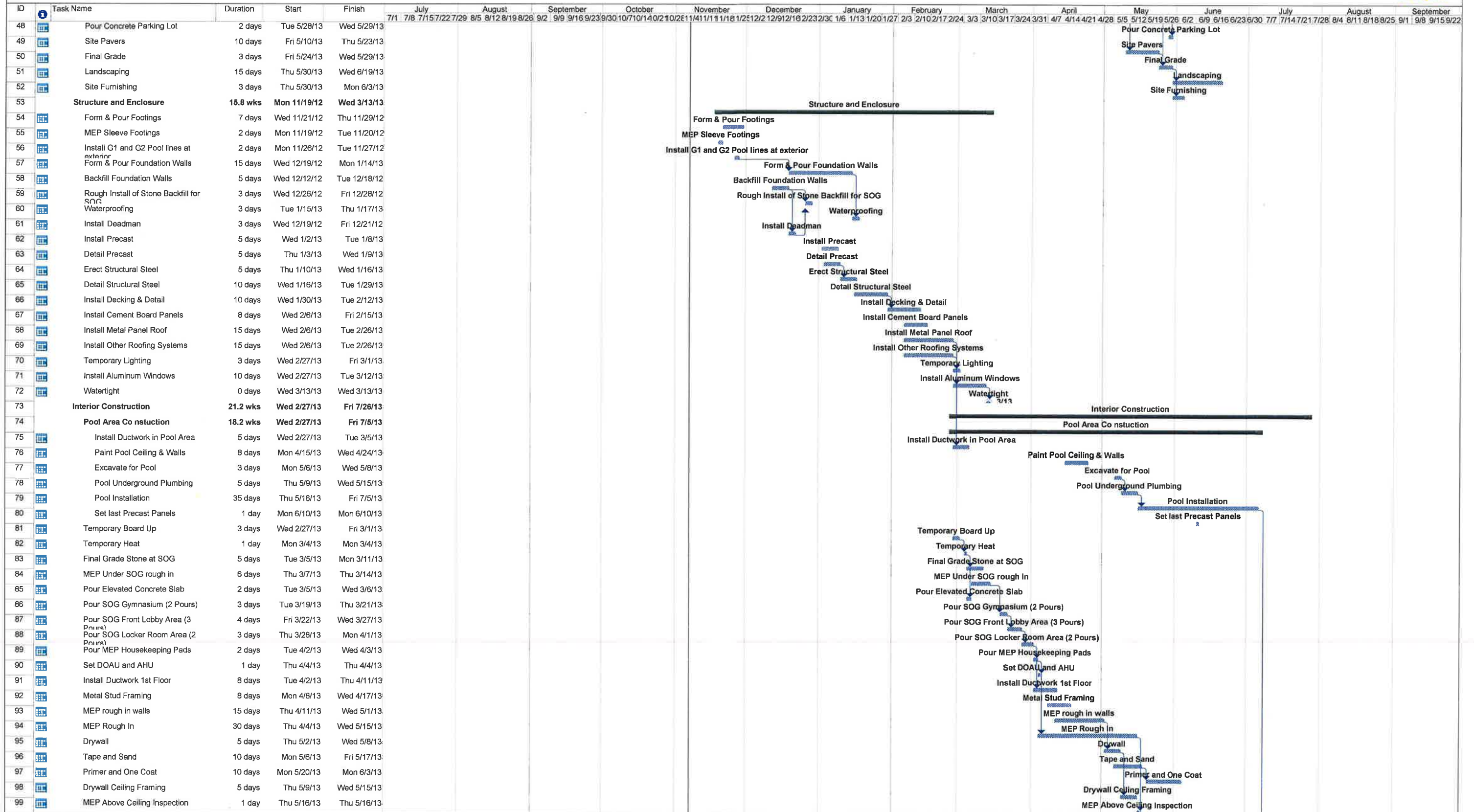


EXHIBIT 9

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.
 - a) *Insurance To Be Provided By the Design-Builder*
The insurance requirements are included in this Exhibit 9.
4. Upon approval by the Commission to commence construction activities, which approval shall be designated by a Notice to Proceed with Construction Activities from the Commission to the Design-Builder, and no less than ten (10) days before the commencement of any construction activities on the site, the Design-Builder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, or such other guarantee as agreed to by the Commission, and evidence of the required insurance coverage.
5. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Construction GMP, and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Design-Builder may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
6. The failure of the Design-Builder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible Design-Builder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Design-Builder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Design-Builder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the Design-Builder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the Design-Builder to an extension of time required to complete the Work.

Performance and Payment Bond
Bond No. SPECIMEN

Contract No. SPECIMEN
ARTICLE 2.

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 the _____ the referenced project area and other miscellaneous work collateral thereto.

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

SPECIMEN

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 subcontractors 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.

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:

Name BY _____ (Seal)
Individual Principal

Business Address _____ (Seal)
Individual Principal

City State Partner

CORPORATE SEAL

ATTEST:

BY _____
Corporate Principal

Secretary President
Title Title

Business Address _____
Corporate Surety

BY _____
Title

Business Address CORPORATE SEAL

The rate of premium of this Bond is \$ _____ per
thousand.**
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, _____, Secretary of the _____ corporation, do hereby certify that _____, who signed on behalf of the Principal was then _____ 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

SPECIMEN

DESIGN-BUILDER'S INSURANCE REQUIREMENTS

The Design-Builder must provide and maintain at Design-Builder's own expense as part of the GMP, 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 Chicago Park District, the City of Chicago and others as may be required by the Public Building Commission as Additional Insured. 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 Chicago Park District, the City of Chicago and others as may be required by the Public Building Commission 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 to 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 Chicago Park District, the City of Chicago and others as may be required by the Public Building Commission, 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 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.

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

5) **Builders Risk**

Design-Builder must provide All Risk Builders Risk Insurance 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 Chicago Park District 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 Public Building Commission 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.

6) 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 Public Building Commission 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 Public Building Commission of Chicago 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, the Chicago Park District, 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, the Chicago Park District, 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, CG2037 and the CG 2417 or equivalents

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

Client#: 77145 WIGHCOM2
ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 10/31/2012

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).

PRODUCER Mackey Team Mesrow Insurance Services 353 N. Clark Street Suite 1200 Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Wight & Company 2500 North Frontage Road Darien, IL 60561	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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

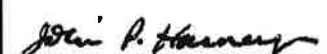
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		DTCO6251R167PHX12	09/01/2012	09/01/2013	EACH OCCURRENCE \$1,000,000 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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT8106251R167COF12	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		DTSMCUP6251R167IND	09/01/2012	09/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	DTCUB6251R16712	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 Cont Poll Liab.		MAX7PL0000479	09/01/2012	09/01/2013	\$5,000,000 Each Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Professional Services Agreement Contract - Design Build Ping Tom Park PS 1922

The Public Building Commission, the Chicago Park District, and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives are hereby included as Additional Insureds on a primary, non-contributory basis with respects to General Liability and Auto Liability, as (See Attached Descriptions)

CERTIFICATE HOLDER Public Building Commission Procurement Department Richard J. Daley Center, Room 200 50 W Washington Street Chicago, IL 60602	ok eryl 11/13/12	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 
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DESCRIPTIONS (Continued from Page 1)

their interest may appear, where required by contract regarding operations performed by the Named Insured on Contract #PS1922. A Waiver of subrogation applies in favor of the additional Insureds where required by contract regarding operations performed by the Named Insured.

The general liability policy includes an endorsement that deletes the exclusion for work within 50 feet of a rail right of way.


ACORD™ INSURANCE BINDER

DATE
10/31/12

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER Mackey Team Mesirow Insurance Services 353 N. Clark Street Suite 1200 Chicago, IL 60654	PHONE (A/C, No, Ext): 312-595-6200 FAX (A/C, No):	COMPANY Hanover Insurance Company	BINDER # IHC9695684																
CODE: AGENCY CUSTOMER ID: 77145	SUB CODE:	<table border="1"> <tr> <th colspan="2">EFFECTIVE</th> <th colspan="2">EXPIRATION</th> </tr> <tr> <th>DATE</th> <th>TIME</th> <th>DATE</th> <th>TIME</th> </tr> <tr> <td>11/01/12</td> <td>12:01</td> <td>08/31/13</td> <td>12:01 AM</td> </tr> <tr> <td></td> <td></td> <td></td> <td>NOON</td> </tr> </table>		EFFECTIVE		EXPIRATION		DATE	TIME	DATE	TIME	11/01/12	12:01	08/31/13	12:01 AM				NOON
EFFECTIVE		EXPIRATION																	
DATE	TIME	DATE	TIME																
11/01/12	12:01	08/31/13	12:01 AM																
			NOON																
INSURED Wight & Company 2500 North Frontage Road Darien, IL 60561	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Ping Tom Park Re: New Construction of 28,000 sq ft fieldhouse with pool and gym.																		

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC <input checked="" type="checkbox"/> Builders Risk	Builders Risk Catastrophe Limit Replacement Cost Valuation Flood Earthquake	\$5,000 \$5,000 \$25,000 \$25,000		\$12,450,000 10,000,000 10,000,000
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS/OTHER COVERAGES Please see your policy for all coverages and exclusions. (See attached Spec Conditions/Other Covs page.)				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

SPECIAL CONDITIONS/OTHER COVERAGES (Cont. from page 1)

Form Description: Equipment Breakdown and Testing Limit.#1 : Included
Form Description: Transit coverage (sublimit) Limit.#1 : 500,000
Form Description: Offsite Storage (sublimit) Limit.#1 : 500,000



353 North Clark Street, Chicago, Illinois 60654
312.595.6000 • mesirofinancial.com

November 2, 2012

1937
75
YEARS
2012

Mr. Josh Warriner
Wight & Company
2500 North Frontage Road
Darien, IL 60561

RE: Railroad Protective Liability Insurance
Arch Policy Number: TBD
Effective Dates: 11/1/12-8/31/13

Dear Josh:

We have received binding confirmation from the underwriter at Arch Insurance for your \$2,000,000 occurrence /\$6,000,000 aggregate limit Railroad protective liability policy for your Public Building Commission project at Ping Tom Park. Unfortunately, their office is in New York and due to Hurricane Sandy, the underwriter's office is without power. Thus, the underwriter is unavailable to provide a policy number and binder at this time. They anticipate to be back in their office resuming on Monday, November 5th. We will forward the binder and policy number to you upon receipt. We apologize for the inconvenience.

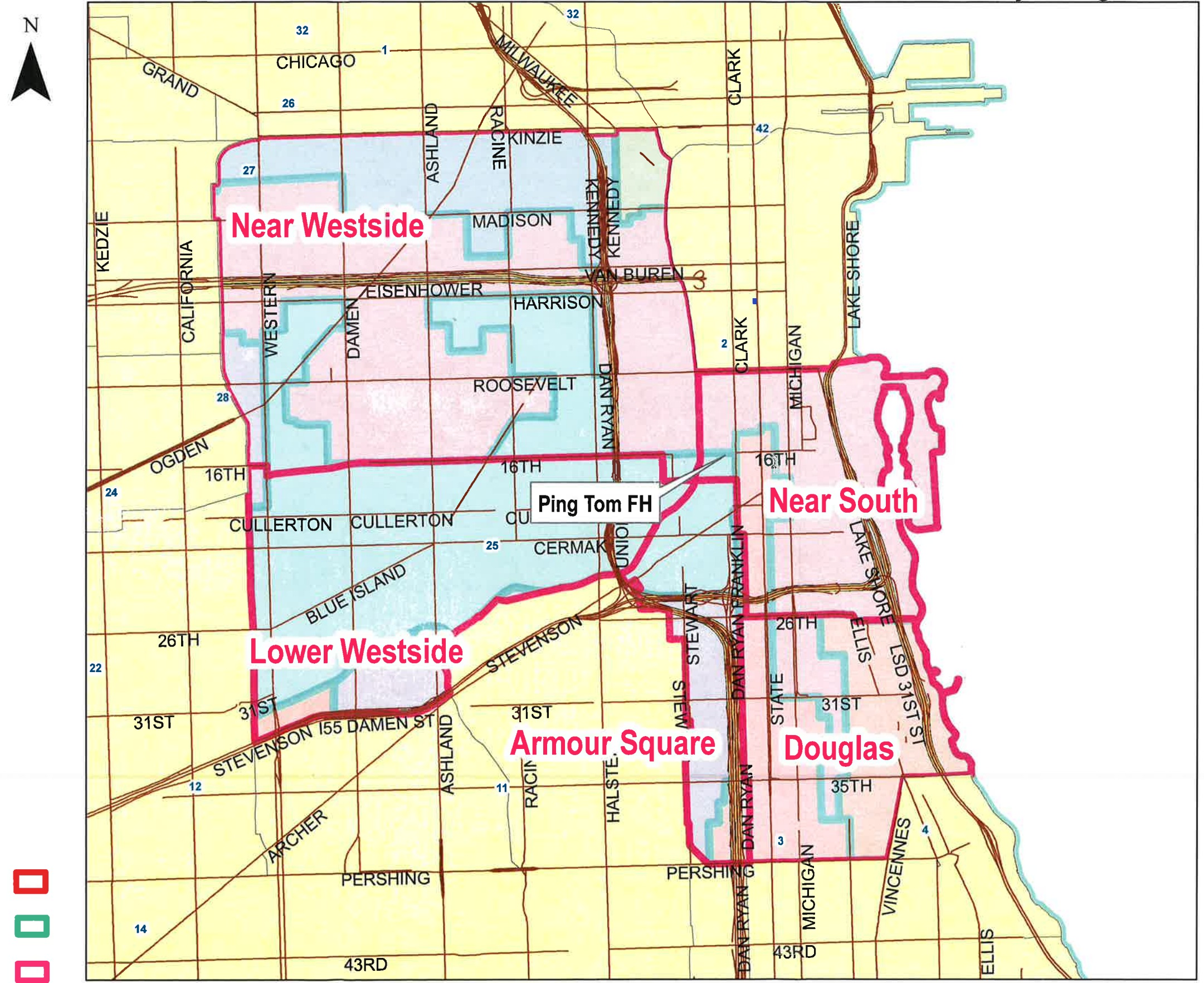
Please let us know if you will need anything further to begin your project.



Sincerely,

Megan Jolly
Account Manager
Insurance Services Division

Mesirow Financial
353 North Clark Street
Chicago, IL 60654-4714
v 312.595.7168
f 312.595.7163
e mjolly@mesirofinancial.com

Ping Tom Memorial Park Fieldhouse Community Hiring Areas



- Ping Tom Fieldhouse 
- Ward Boundary 
- Community Area 