PROFESSIONAL SERVICES AGREEMENT
ARCHITECT OF RECORD

AGREEMENT NO. PS-519

THIS AGREEMENT, dated as of the **11th** day of **December, 2001**, but actually executed on the date witnessed hereinbelow, by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO,** a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 66 W. Washington, Chicago, Illinois 60602, hereinafter called **"Commission"**, and **HOH Architects, Inc.**, with offices located at **180 North Wabash Avenue, Chicago, IL 60601**, hereinafter referred to as the **"Architect"**.

WITNESSETH

WHEREAS, the Commission, on behalf of the **Chicago Public Schools** (referred to in this Agreement as the **"User Agency"**), intends to undertake the construction and/or improvement of the following facility or facilities in Chicago, Illinois, described in Schedule A to this Agreement:

Neal F. Simeon Career Academy
8147 South Vincennes Avenue
Chicago, IL

hereinafter called the **"Project"**; and

WHEREAS, the Commission requires certain professional services, described in Schedule A to this Agreement (the "Services"), in connection with the Project and desires to employ the Architect, on the terms and conditions set forth in this Agreement, to perform such Services; and

WHEREAS, the Architect desires so to be employed by the Commission and has represented to the Commission that the Architect has the knowledge, skill, experience and other resources necessary to perform the Services in the manner herein provided; and

WHEREAS, the Architect has consulted with the Commission, reviewed the Project Documents (defined below) and taken such other actions as the Architect has deemed necessary or advisable to familiarize itself with the scope and requirements of the Project and the Services;

WHEREAS, the Architect has made site inspections, consulted with the Commission and the User Agency, and is fully acquainted with the requirements of the foregoing Project described in the Program attached hereto; and

WHEREAS, the Construction Budget for the Project as determined by Commission is **Thirty Five Million Two Hundred Seventy Thousand Dollars and No Cents ($35,270,000.00)** and the Architect does hereby confirm to the Commission that such Budget, based upon current area, volume or other unit cost, the requirements of the Program and allowances for cost escalation and Project contingencies, is reasonable for the construction of the Project; and

WHEREAS, the Architect represents that it is qualified and competent by education, training and experience to prepare drawings, specifications and construction documents necessary to complete the Project in accordance with standards of reasonable professional skill and diligence;

NOW THEREFORE, the Commission and the Architect, for the considerations hereinafter set forth, **AGREE** as follows:

1. Incorporation of Recitals. The Recitals set forth herein above and the following documents are incorporated into this Agreement.

2. Definitions. The following phrases have the same meanings for the purposes of this Agreement:

a. **Agreement** means this professional services Agreement, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.

b. **Architect** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.

c. **Commission** as herein referred to shall include the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director of Construction, Managing Architect, Project Manager, or designated consultant or consultants, including the Commission's authorized representative identified in Schedule E, paragraph E.6, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.

d. **Construction Budget** means the total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Program which shall be shown or described in the Contract Documents to be prepared by the Architect in accordance with this Agreement, but does not include any payments made to the Architect or sub-consultants or reimbursable expenses pursuant to Schedule C, paragraph.C.3.

e. **Contingent Additional Services** means additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A of this Agreement.

f. **Contract Documents** consists of all of the component parts of the Contract between the Commission and the General Contractor for the construction and improvement of the Project including, without limitation, the general and special conditions, technical specifications, drawings, addenda, bulletins and modifications thereto.

g. **Project** means the construction and/or improvement of the facility or facilities specified on page 1 of this Agreement.

h. **Reimbursable Expenses** as herein referred to includes actual expenditures, as identified in Schedule C, paragraph C.3.1, made by the Architect.

i. **Services** means collectively, the services duties and responsibilities that are necessary to allow the Architect to provide the Services required by the Commission under this Agreement. The required Services are described in Schedule A of this Agreement.

j. **Special Consultants** includes, but is not limited to, cost analysis, kitchen design, masonry, roofing and elevator consultants.

k. **Sub-consultant** means a firm hired by the Architect to perform professional services related to the construction and/or improvement of the Project.

l. **Technical Personnel** as herein referred to includes partners, officers and all other personnel of the Architect, including technical typists assigned to the Project, exclusive of general office employees.

m. **User Agency** means the municipal corporation that requested the Commission to undertake the construction and/or improvement of the Project.

3. Incorporation of Documents. The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, the Architect acknowledges and agrees that the Architect is familiar with the contents of each of such documents and will comply fully with all applicable portions thereof in performing the Services.

a. Project Documents. The plans and specifications for the Project, to the extent that plans and specifications for the Project have been prepared, as set forth and described on Schedule C to this Agreement.

b. Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

4. Engagement and Standards for Performing Services.

a. Engagement. The Commission hereby engages the Architect, and the Architect hereby accepts such engagement, to provide the Services described in Schedule A to this Agreement, as the same may be amended from time to time by mutual agreement of the Commission and the Architect.

b. Nondiscrimination. The Architect agrees that in performing this Agreement the Architect will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Architect certifies that he/she is familiar with, and will comply with, all

applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 *et seq.* (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 *et seq;* and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code (1990), as amended. The Architect further agrees to furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

c. Employment procedures; preferences and compliance. Salaries of employees of the Architect, performing work under this Agreement, shall be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Architect shall also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 *et. seq*. If, in the performance of this Agreement, there is any direct or indirect "kick-back", as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Architect, out of payments due to the Architect, an amount sufficient to pay any underpaid employees the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Architect to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

d. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Architect agrees to use its best efforts to utilize minority business enterprises for not less than twenty-five percent (25%) and women business enterprises for not less than five percent (5%) of the value of the Services,

in accordance with the Resolution passed by the Board of Commissioners of the Commission on February 11, 1992, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

e. No Damage for Delays. The Architect agrees that no charges for damages or claims for damages due to delays shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Architect to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

f. Records. The Architect shall maintain accurate and complete records of expenditures, costs and time incurred by the Architect and by consultants engaged by the Architect in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Architect's offices upon reasonable notice during normal business hours. The Architect shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

g. Time of Essence. The Architect acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. The Architect agrees to use its best efforts to expedite performance of the Services and performance of all other obligations of the Architect under this Agreement and any other agreements entered into by the Commission which are managed or administered by the Architect as a result of the Architect's engagement hereunder.

h. Compliance with Laws. In performing its engagement under this Agreement, the Architect shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in subparagraphs (b) and (c) above and in the documents referred to in paragraph 3 of this Agreement.

i. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the performance of the Architect may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Architect agrees to cause such meetings to be attended by appropriate personnel of the Architect engaged in performing or knowledgeable of the Services.

j. Defects in Project. The Architect shall notify the Commission immediately regarding any significant problems in connection with the Project including, but not limited to, construction defects, cost overruns or scheduling delays.

k. Performance Standard. The Architect represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. The Architect further agrees that it will assign to the Project at all times during the term of this Agreement the number of experienced, appropriately trained employees necessary for the Architect to perform the Services in the manner required hereunder.

l. Changes (Amendments). The Commission may from time to time, request changes to the terms of the Agreement or in the Scope of Services of the Architect to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Architect, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for any changes absent such written amendment.

m. Energy Conservation Ordinance. Whenever the services of the Architect require design of new buildings and structures, addition or alteration of existing buildings and structures or portion thereof, Architect must comply with the provisions of the Energy Conservation Ordinance, Chapter 18-13 of the Municipal Code of Chicago. The Architect shall also select and/or recommend for installation by contractor energy-efficient mechanical, service water-heating, electrical distribution and illumination systems and equipment for the effective use of energy in these buildings and structures.

5. Term.

a. Duration. The term of this Agreement shall begin on the Commencement Date of Services specified in Schedule B to this Agreement and, subject to the provisions of subparagraph (b) below, shall expire upon completion of the Services and acceptance thereof by the Commission or, if the Services are of an going nature, on the Completion Date of Services specified in Schedule A. The Commission and the Architect may, from time to time, by mutual agreement, extend the term of this Agreement by amending Schedule B hereto.

b. Termination or Suspension by the Commission. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Architect at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Architect hereunder with respect to all or any part of the Services, by written notice given to the

Architect at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Architect from liability for the performance of any obligation of the Architect under this Agreement performed or to have been performed by the Architect on or before the effective date of termination or suspension. Provided the Architect is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Architect for any loss, cost or damage which the Architect or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Architect for actual expenses approved by the Commission.

c. Termination by the Architect. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Architect, or if the Commission fails to make any payment or perform any other obligation hereunder, the Architect shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Architect for periods up to the effective date of termination.

d. Force Majeure. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to a force majeure event. If a force majeure event occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under this Agreement for the duration of the force majeure event. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by the force majeure event, but, provided the Architect is not in default of any obligation of the Architect hereunder, the Commission shall pay to the Architect, according to the terms hereof, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension.

6. Compensation of the Architect and Reimbursement for Expenses. The Commission shall compensate the Architect in the amount and the manner set forth in Schedule C to this Agreement.

7. Rights and Obligations of Commission. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Architect, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. Information. The Commission shall provide the Architect all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. Review of Documents. Subject to the provisions of subparagraph 3 (e) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Architect and render decisions pertaining thereto with reasonable promptness.

c. Site Data. To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a consultant or consultants approved by the Commission as Reimbursable Expenses: (i) a certified survey of the site or sites; (ii) information concerning locations, dimensions and data pertaining to existing buildings and other improvements; (iii) title information; and (iv) information concerning available service and utility lines. The Architect shall not be liable to the Commission for the substantive content of such tests and reports obtained from a consultant engaged by the Architect and approved by the Commission, provided that the Architect has exercised reasonable diligence in the selection of the consultant.

d. Tests and Reports. To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, soil and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission as Reimbursable Expenses. The Architect shall not be liable to the Commission for the substantive content of such tests and reports obtained from a consultant engaged by the Architect and approved by the Commission, provided that the Architect has exercised reasonable diligence in the selection of the consultant and provided that the Architect has caused the consultant to purchase and maintain professional liability insurance in accordance with paragraph E.6 of Schedule E protecting the Commission, the User Agency, and the Architect from any loss or claim arising out of the consultant's performance.

e. Legal, Auditing and other Services. The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Project. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of the Architect.

f. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act on its behalf.

g. Indemnities. The Commission shall require, by appropriate provision in each contract let by the Commission after the date of this Agreement with respect to the Project that the contractor(s) and consultant(s) thereunder shall indemnify, save and hold harmless the Commission, the User Agency and the Architect, and each of them, and their

respective commissioners, board members, officers, agents and employees, from all claims, demands, suits, actions, losses, costs and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the work under such contract, and that the contractor(s) and consultant(s) thereunder shall purchase and maintain during the life of such contract such insurance as the Commission may require.

h. Ownership of Documents. All documents, data, studies and reports prepared by the Architect or any party engaged by the Architect, pertaining to the Project and/or the Services shall be the property of the Commission.

i. The parties intend and agree that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and it's sub-consultants pursuant to this Agreement (the "Work") shall conclusively be deemed "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, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components thereof in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their 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 therefor, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

ii. The Architect warrants to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date hereof the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work; and (6) the plans and designs for the Work will, upon completion of the Services by complete, entire and comprehensive. Further, the Architect agrees that it will not restrict or otherwise interfere

with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified for any damages resulting from any such future re-use or adaptation of the Work as may be authorized by the Commission.

i. Audits. The Commission shall have the right to audit the books of the Architect and its sub-consultants on all subjects relating to the Project and/or the Services.

8. Indemnification of Commission. The Architect hereby agrees to indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or negligent or willfully wrongful act of the Architect, any person employed by the Architect, or any sub-consultant retained by the Architect in connection with this Project.

9. Insurance to be Maintained by the Architect. The Architect shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Architect, insurance coverage which will adequately insure the Commission, the User Agency and the Architect against claims and liabilities which could arise out of the performance of such Services, including but not limited to, the insurance coverages set forth in Schedule D to this Agreement.

10. Default.

a. Events of Default. Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Architect duly to observe or perform any obligation or agreement on the part of the Architect contained in this Agreement, which failure or refusal continues for a period of ten (10) days, or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period, after the date on which written notice thereof shall have been give to the Architect by the Commission;

ii. Any representation or warranty of the Architect set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iii. The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent,

or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

iv. There shall be commenced any proceeding against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. Remedies. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Architect, in which event the Commission shall have no further obligations hereunder or liability to the Architect except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. Remedies not Exclusive. No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

11. Disputes.

a. General. All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including without limitation questions concerning allowability of compensation, and all claims for alleged breach of contract, shall be presented in writing to the Executive Director for final determination.

b. Procedure. Requests for determination of disputes will be made by the Architect in writing specifically referencing this Section, and will include: 1) the issue(s) presented

for resolution; 2) a statement of the respective positions of the Architect and the Project Manager; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Architect will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have thirty (30) business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Project Manager to respond will not be deemed to be an admission of any allegations made in the request for dispute resolution, but will be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Architect that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. Architect must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court.

The Architect will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination will be complied with pending final resolution of the dispute.

12. Confidentiality. All of the reports, information, or data prepared or assembled by the Architect under this Agreement are confidential, and the Architect agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Architect shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services. If the Architect is served with a subpoena requiring the production of documents or information which is deemed confidential, the Architect shall immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the subpoena.

13. Assignment. The Architect acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Architect and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Architect, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Architect undergoes a change in control, the change in control shall be deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Architect during any twelve (12) month period. In the event of an assignment by the Architect without the prior written approval of the Commission, the Commission shall have the

right to immediately terminate the Agreement without fault or responsibility. The Architect further acknowledges that the Architect has represented to the Commission the availability of certain members of the Architect's staff who will be assigned to Project, and agrees, therefore, that in the event of the unavailability of such members due, the Architect shall so notify the Commission in writing, and shall assign other qualified members of the Architect's staff, as approved by the Commission, to the Project.

14. Relationship of Parties. The relationship of the Architect to the Commission hereunder is that of an independent contractor, and the Architect, except to the extent expressly provided to the contrary on Schedule B hereto, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an agreement of partnership, joint venture, or agency.

15. General.

a. **Architect's Authority.** Execution of this Agreement by the Architect is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Architect have been made with complete and full authority to commit the Architect to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

b. **Counterparts**. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

c. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.

d. **Governing Law**. This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Architect at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Architect may, from time to time, change the

address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

g. **Non-liability of Public Officials**. No Commission trustee, employee, agent, officer, or official is personally liable to Architect or its sub-consultants, and Architect and its sub-consultants are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to Architect or its sub-consultants under this Agreement.

h. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

i. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the 19th day of February, 2002.

ATTEST:

Title: Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO

By:

Title: Chairman

HOH Architects, Inc.

By:

Title: President

Subscribed and sworn to before me
this 5th day of FEBRUARY, 2002

Notary Public

(seal)

"OFFICIAL SEAL"
MICHAEL J. TAMME
Notary Public, State of Illinois
My Commission Expires 03/29/03

Schedule A
Project Name and Scope of Services

Project Name Neal F. Simeon Career Academy
8147 South Vincennes
CHICAGO, ILLINOIS

Scope of Services

The Architect shall provide all Services required to design and administer the construction of the Project. The term of this Agreement shall be defined by the following:

Commencement Date of Services	**December 11, 2001**
Completion Date of Services	**July 31, 2004**

The Services are separated into phases which shall include, but not be limited to, Construction Phase Services and Project Close-Out. The work product of each of the phases shall be approved by the Commission in writing prior to commencement by the Architect of the subsequent phase. It is expressly understood and agreed that references herein to "approved by the Commission" or to "approval by the Commission" shall not be interpreted to absolve the Architect from liability due to errors and omissions.

The Architect shall provide the following Services:

A.1 Construction Phase Services

A.1.1 Provide all drawings required during construction. Review and approve schedules, samples, shop drawings, product data, as-built drawings, product substitutions and other submissions to assure compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents, including monitoring of the Contractor's progress against the approved progress schedule.

A.1.2 In cooperation with the Commission's designated representative, review and make recommendations to the Commission concerning all bulletins, proposals, revisions in drawings and change orders with respect to the Project. The Architect shall process and prepare all bulletins and recommendations for change orders as directed by the Commission's designated representative.

A.13 Review contractors' applications for payment, invoices and other supporting documentation in accordance with the Commission's policies and procedures, and recommend action concerning contractors' periodic and final applications for payment. By issuing recommendations to the Commission for payment to contractors, the Architect shall represent to the Commission that, to the best of its knowledge, information and belief, the quality of the work for which payment is requested is in accordance with the

Contract Documents, and the payment amount applied for by the contractor is justified. These provisions shall not be construed as conferring any rights hereunder for the benefit of contractors, subcontractors, materialmen, workmen or employees, or any other persons performing portions of the work, nor as enlarging or altering the application or effect of existing lien laws.

A.1.4 If requested by the Commission or the Commission's designated representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

A.1.5 Qualified personnel of the Architect, as approved by the Commission's designated representative, shall provide adequate and competent observations on the Project site at least once weekly for the purpose of determining if the work is being performed in accordance with the Contract Documents, and shall advise the Commission accordingly. The Commission may request the Architect to maintain a full-time observer at the Project site. Compensation for a full-time on-site observer shall be established as a not-to-exceed fee in accordance with the billing rates identified in Schedule D, paragraph D.2. On the basis of on-site observations, the Architect shall keep the Commission and the Commission's designated representative advised of the progress and quality of the work and endeavor to guard the Commission against defects and deficiencies in the work of contractors and reject any materials or work which fails to conform to the Contract Documents. On-site representative shall not be removed or replaced prior to full completion of the work without prior written approval of the Commission. The representative shall be removed immediately upon written request of the Commission.

A.1.7 Issue clarifications for proper execution of the work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and shall not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents.

A.1.8 Advise the Commission on the coordination of the work so that the intent of the design is adequately carried out and use reasonable diligence in monitoring the contractor's adherence to the approved construction work schedule.

A.1.9 Review the work to establish preliminary acceptance of the project.

A.2 Project Close Out

A.2.1 Conduct a final inspection of the project with the Commission, User Agency and the Commission's designated representative to verify that the materials furnished and work performed are in accordance with the contract documents.

A.2.2 Coordinate the consolidation and preparation of punch lists compiled by the Architect, Commission, User Agency, and Commission's designated representative indicating the items of work remaining to be accomplished.

A.2.3 Coordinate with the General Contractor and the Commission's designated representative for assembly and delivery to the Commission all guarantees, warranties, operating and maintenance manuals required by the contract documents. Make recommendations as to the withholding of payments to the general contractor. Determine the value of any uncorrected and/or deficient work.

A.2.4 Coordinate with the General Contractor to expedite the preparation and delivery of "as-built" drawings and operations and maintenance manuals of the project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission's designated representative.

A.2.5 The completion date for this project will be no later than July 31, 2004. Services required of the Architect and its sub-consultants after July 31, 2004 shall be considered additional services and compensated according to Section C.2.1.

A.2.6 Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, the Architect shall issue a Certificate of Final Acceptance and obtain from the general contractor a sworn statement stating that all debts, liabilities and demands on account of work and materials furnished with respect to the Project have been fully paid, released and discharged and that there is nothing due to subcontractors, mechanics or materialmen. No Certificate shall be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

A.3 Additional Responsibilities and Representations

A.3.1 Prepare the minutes of all conferences which it attends and shall promptly forward typed or reproduced copies of such minutes to such parties as are designated by the Commission.

A.3.2 The Architect agrees that in performing this Agreement it shall comply with all applicable local, state and federal ordinances, laws and regulations including but not limited to the Illinois Environmental Act (415 ILCS 4/1 et. seq.) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12010 et. seq.), including standards and regulations issued pursuant to these Acts. In those instances where compliance with the above-mentioned statutes do not require accessibility for persons with physical disabilities, the following minimum accessibility standards shall apply to any public facility for which aggregate construction and rehabilitation costs of $500,000 or more will have been incurred during any 30-month period:

A.3.2.1 Access to the first floor, preferably through the main entrance; and

A.3.2.2 Accessible first-floor toilet facilities.

A.3.3 Provide assistance in securing all necessary orders, ordinances, re-zoning, street and alley vacations, permits, licenses, or other approvals, as applicable, required by local, state and federal regulatory agencies to permit construction of the Project. Such assistance shall include conferences with and presentations to appropriate regulatory agencies including without limitation, the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies.

A.4 Contingent Additional Services

Provide any or all of the following Contingent Additional Services as may be authorized in writing by the Commission at its sole election:

A.4.1 Select and coordinate the bidding and installation of Fixtures, Furnishings and Equipment (FF&E) not covered in the Program, sculpture, murals and other related features and special equipment not included in the construction contract.

A.4.2 Furnish consulting services after occupancy of the building in connection with the operation of the building, including various electrical and mechanical systems.

A.4.3 Provide consultation concerning replacement of any work damaged or destroyed by fire or other cause during construction and furnish additional Basic Services as may be required in connection with the replacement of the work.

A.4.4 Provide additional Basic Services made necessary by the default of the contractor in the performance of the construction contract.

A.4.5 Furnish required services in connection with additional site demolition beyond that described in the original Program.

A.4.6 Provide all measured drawings of existing construction as required for the completion of the Project.

Schedule B

Project Documents

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Schedule C

Compensation of the Architect

C.1 Architect Fee: The Commission shall pay the Architect for its services a Fixed Fee ("Fee") of Four Hundred Twenty – Five Thousand Fifty Two Dollars and no cents ($425,052.00). The Fee shall, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated additive change orders constitutes the Architect's full fee for Basic Services. The fee shall be allocated and payments made on a monthly basis as follows:

Construction Phase	$360,877.00
Project Close-out	$64,175.00

C.1.2 Architect's fee shall include consultant's profit, overhead, general conditions, and all items not specifically identified as Reimbursable Expenses.

C.2 Billing Rates

C.2.1 The Commission shall compensate the Architect for contract modifications and/or additional services based upon a *Lump Sum Fee* or a *Time Card Not to Exceed Fee*, as approved by the Commission in writing. In the case of *Time Card* billings, rates of reimbursement for the Architect's employees shall be the actual base salaries paid to the specific employee performing the services plus a multiplier not to exceed 2.5 (not to exceed the maximum Commission hourly salary rates–listed below).

Position Title		Maximum Hourly Rate with Multiplier
Principal		$150.00
Senior Project Manager		$125.00
Project Manager	Senior Architect/Engineer	$115.00
Project Architect/Engineer	Field/Technical Specialist	$95.00
Architect/Engineer	Designer	$60.00
CADD Draftsman	Intern Architect/Engineer	$70.00
Clerical/Administrative		$50.00

The following items are considered to be a part of the multiplier, and shall not be considered as additional reimbursable expenses:

C.2.2 Indirect Personnel Expenses:

C.2.2.1 Workmen's Compensation Insurance.

C.2.2.1 Social Security Tax.

C.2.2.2 Unemployment Insurance.
C.2.2.3 Health insurance Benefits.
C.2.2.4 Long Term Disability Insurance.
C.2.2.5 Other Statutory and Non-Statutory Employee Benefits.
C.2.2.6 Pensions and Similar Contributions.

C.2.3 Indirect Administrative Expenses:

C.2.3.1 Telephone Service including Local Calls.

C.2.3.2 General and Administrative Expense including Overhead.

C.2.3.3 General Liability, (Excluding costs for Insurance Premiums on Special Consultant(s) and Trade Contractors) Professional Liability, Valuable Papers, Auto and other Insurance as mandated by the Contract.

C.2.3.4 Computer Charges.

C.2.3.5 Postage and Handling.

C.2.3.6 Parking and Mileage.

C.2.3.7 Other items not specifically identified below as "Reimbursables".

C.2.4 Profit.

C.3 Reimbursables

C.3.1 **"Reimbursable Expenses"** as referred to herein, are actual expenditures at cost, incurred by the Architect, and required to provide their services to the Commission. The following shall be considered reimbursable expenses:

C.3.1.1 Plotting, printing and reproduction of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission. One coordination set shall be provided to each consultant at the conclusion of schematic, design development and construction document phases.

C.3.1.2 Distribution (by messenger or special shipping) of drawings, specifications, and presentation materials requested by the Commission, or required for scheduled reviewed of the progress of the work by the

Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission.

C.3.1.3 Plotting, printing, reproduction and distribution of drawings and specifications for the purposes of soliciting contractor bids, issuing documents for building permit and issuing documents for construction.

C.3.1.4 Printing and distribution costs associated with shop drawing and submittal reviews during construction.

C.3.2 Costs of these expenses are on a not to exceed basis of $50,000.00.

C.3.3 The following reimbursable expenses require prior written approval by the Commission:

C.3.3.1 Expense of transportation and living of principals and employees traveling in connection with the Project, but not including travel and expense to and from the job site or within a 50-mile radius of downtown Chicago. Travel expenses include coach air fare, hotel and per diem costs, auto rental, fuel and insurance, and must be supported with proper documentation in the form of itemized invoices.

C.3.3.2 Fees and costs of special consulting services requested by the Commission such as acoustical, theater, food service, masonry, roofing and elevator consultants shall be paid as a reimbursable expense. Civil, structural, mechanical, electrical, plumbing and fire protection engineering services are included within the Fixed Fee indicated in paragraph C.1.

C.3.3.3 Costs for rental or purchase of special items or equipment requested by the Commission.

C.3.3.4 Fees and costs to secure necessary permits or civil agency approvals, including permit fees and expenditure fees.

C.3.3.5 Costs of surveys, geotechnical and environmental technical testing and reports.

C.3.4 The following are <u>not</u> reimbursable expenses:

C.3.4.1 Plotting, printing and distribution of drawings and specifications for the purposes of coordination between members of the Architect's project team, or otherwise incidental to the normal execution if the Architect's work.

C.3.4.2 Office and administrative expenses, including telephonic or telecopier system expenses, photocopying and duplicating costs, except as defined under C.3.1, office or drafting supplies, and delivery services except as defined under C.3.1.

C.4 The Architect shall submit original copies of its monthly invoice to the Commission's designated representative for approval. Submittal of approved invoices to the Commission is the responsibility of the Commission's designated representative.

Schedule D

CONTRACT INSURANCE REQUIREMENTS

The Architect shall provide and maintain at Architect's own expense, during the term of the Agreement and during the time period following expiration if Architect is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $1,000,000.00 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000.00 ($5,000,000.00 for contracts awarded with a base contract price of $1,000,000.00 or greater) per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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 Architect shall provide Automobile Liability Insurance with limits of not less than $1,000,000.00 per occurrence for bodily injury and property damage. The Public Building Commission is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $2,000,000.00. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the

Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

B. ADDITIONAL REQUIREMENTS

The Architect will furnish the Public Building Commission original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Architect shall submit evidence of insurance on the Public Building Commission Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the Public Building Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Public Building Commission to obtain certificates or other insurance evidence from Architect shall not be deemed to be a waiver by the Public Building Commission. The Architect shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Architect of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the Public Building Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance shall provide for 60 days prior written notice to be given to the Public Building Commission in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Consultant.

The Architect agrees that insurers shall waive their rights of subrogation against the Public Building Commission, its employees, elected officials, agents, or representatives.

The Architect expressly understands and agrees that any coverages and limits furnished by Architect shall in no way limit the Consultant's liabilities and responsibilities specified within the Agreement documents or by law.

The Architect expressly understands and agrees that any insurance or self insurance programs maintained by the Public Building Commission shall not contribute with insurance provided by the Architect under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Architect shall require all subcontractors to provide the insurance required herein or Architect may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of Architect unless otherwise specified herein.

If Architect or subcontractor desire additional coverages, the Architect and each subcontractor shall be responsible for the acquisition and cost of such additional protection.

The Public Building Commission maintains the right to modify, delete, alter or change these requirements.

Schedule E

Commission's Additional Rights and Responsibilities

E.1. The Commission shall provide the Architect all reasonably requested information concerning the Commission's requirements for the Project.

E.2. The Commission shall examine documents submitted by the Architect and render decisions pertaining thereto with reasonable promptness to avoid delay in the progress of the Architect's work.

E.3. The Commission shall furnish, or direct the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses: a certified survey of the site providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site; locations, dimensions and data pertaining to existing buildings and other improvements; title information as to restrictions, easements, zoning and deed restrictions; information as to available service and utility lines, both public and private; and results of test borings and pits, as required, for determining subsoil conditions.

E.4. The Commission shall pay for tests and reports by Special Consultants as defined in paragraph C.3.3.2; however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices therefor to the Commission for payment as provided in Schedule C.

E.5. The Commission shall arrange and pay for such necessary legal, auditing, and insurance counseling services as may be approved in writing by the Commission for the Project. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of the Architect.

E.6. The Commission hereby designates **Alfred Benesch & Company** as the Commission's designated representative for the Project

E.7 The Commission's designated representative shall assist the Commission in managing the Project and shall have the authority, as specifically directed by the Commission, to act on its behalf.

E.8 No extras or credits to contractors shall be authorized by anyone other than the Commission.

E.9 The Commission shall determine the kinds and amounts of insurance and bonds to be carried or furnished by the contractor during construction and the sufficiency of evidence that such coverages are in force.

E.10 The Commission shall require, by appropriate provision in each general construction contract let by it, that the contractor shall indemnify, defend, save and hold harmless the Commission, the User Agency and the Architect, their respective Commissioners, Board Members, officers, agents, designated representatives and employees, from all claims, demands, actions and the like, of every

nature and description, made or instituted by third parties, arising or alleged to arise out of the work under the contract, and the contractor shall purchase and maintain during the life of the contract such Comprehensive Public Liability and Property Damage insurance as shall protect the Commission, the User Agency, the Architect and contractor from all such claims, demands, actions and the like. Such insurance shall be in such amount and with such insurer as shall be approved by the Commission.

E.11 The Commission reserves the right to audit the books of the Architect on all financial subjects relating to this Agreement with the Commission.

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
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December 14, 2001

Harry O. Hefter, President
HOH Architects, Inc.
180 North Wabash Avenue
Chicago, IL 60601
VIA U.S. MAIL

Re: **Professional Services Agreement for Architect of Record for the Neal F. Simeon Career Academy**

Dear Mr. Hefter:

On December 11, 2001, the Board of Commissioners of the Public Building Commission of Chicago accepted HOH Architects, Inc. as the Architect of Record for the development of the Neal F. Simeon Career Academy.

The Public Building Commission of Chicago will be forwarding the professional service agreement for the project to you shortly. Yoav Yaakoby will be the Project Manager. If you have any questions or require additional information, please feel free to contact Matthew J. Luzi, Contract Negotiator, of our office at 312-744-7861.

Sincerely,

Eileen J. Carey
Executive Director

cc: Yoav Yaakoby