PS157

PROFESSIONAL SERVICES AGREEMENT

This agreement, dated as of the **11th** day of **February, 1997**, 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 West Washington Street, Chicago, Illinois 60602, referred to in this agreement as the **"Commission"**, and **Target Group, Inc.**, with offices at 150 North Wacker, Suite 1604 Chicago, IL 60606 referred to in this agreement as the **"Consultant"**,

W I T N E S S E T H:

WHEREAS, the Commission, on behalf of the **Chicago Police Department and Chicago Public Library** (referred to in this agreement as the **"User"**), intends to undertake the construction and/or improvement of the facility or facilities in Chicago, Illinois described on Schedule A to this agreement (the **"Project"**); and

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

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

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

NOW, THEREFORE, for valuable consideration, the Commission and the Consultant agree as follows:

1. Incorporation of Recitals. The matters recited above are hereby incorporated in and made a part of this agreement.

2. 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, Consultant acknowledges and agrees that Consultant 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 documents as set forth and described on Schedule C to this agreement (the "Project Documents").

b. Procedures Manual. The Commission's procedures manual or manuals applicable to the Project, as the same may be revised from time to time.

c. 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.

d. Other Documents. Such other documents as may be described on an addendum attached to and made a part of this agreement.

3. Engagement; Standards for Performing Services.

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

b. Nondiscrimination. The Consultant agrees that in performing this agreement Consultant 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. Consultant 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); the Illinois Human Rights Act, ILL. REV. STAT. ch. 68, ¶¶ 1-101 to 10-103 (Smith-Hurd 1992); and the Public Works Employment Discrimination Act, ILL. REV. STAT. ch. 29, ¶¶ 17-24 (Smith-Hurd 1992). Consultant 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, administration, or compliance with the above mentioned laws and regulations.

c. Employment procedures: Preferences and compliances. Salaries of employees of Consultant, 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. Consultant certifies that he/she is familiar with, and will comply with, all applicable provisions of ILL. REV. STAT. ch.48, ¶ 1 et seq. (Smith Hurd 1992); the Prevailing Wage Act, ILL. REV. STAT. ch. 48, 39s-1 to 39s-12 (Smith-Hurd 1992); the Employment of Illinois Workers on Public Works Act, ILL. REV. STAT. ch. 48, 2200-2207 (Smith-Hurd 1992); and ILL. REV. STAT. ch. 48, 269-275 (Smith-Hurd 1986). Consultant also certifies that he/she is familiar with, and will 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 ILL. REV. STAT. ch. 38, 33E-1 to 33E-12 (Smith-Hurd 1992). 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 Consultant, out of payments due to the Consultant, 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 Consultant 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 Consultant agrees to use best efforts to utilize minority business enterprises for not less than twenty-five percent (25%) of the Services and women business enterprises for not less than five percent (5%) 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. Delays. The Consultant agrees that no charges for damages or claims for damages 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 Consultant 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 Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant 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 Consultant's offices upon reasonable notice during normal business hours. Consultant 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. Consultant 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. Consultant agrees to use its best efforts to expedite performance of the Services and performance of all other obligations of Consultant under this agreement and any other agreements entered into by the Commission which are managed or administered by Consultant as a result of Consultant's engagement hereunder.

h. Compliance with Laws. In performing its engagement under this agreement, Consultant 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 2 of this agreement.

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

j. Defects in Project. Consultant shall notify the Commission immediately in the event Consultant obtains knowledge of a defect in the Project or circumstances which could result in a Project delay or cost overrun.

k. Performance Standard. Consultant 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 the highest professional standards in the field. Consultant 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 Consultant to perform the Services in the manner required hereunder.

4. Term.

a. The term of this agreement shall begin on the Commencement Date specified in Schedule B to this agreement and, subject to the provisions of subparagraph (b) below, shall terminate upon completion of the Services and acceptance thereof by the Commission or, if the Services are of an ongoing nature, on the Termination Date specified in such Schedule B. The Commission and the Consultant may, from time to time, by mutual agreement, extend the term of this agreement by amending Schedule B hereto.

b. 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 Consultant 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 Consultant hereunder with respect to all or any part of the Services, by written notice given to Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this agreement shall not relieve the Consultant from liability for the performance of any obligation of Consultant under this agreement performed or to have been performed by Consultant on or before the effective date of termination or suspension. Provided Consultant is not in default under this agreement at the time of termination or suspension, the Commission agrees to pay to Consultant, in accordance with the terms of this agreement, all compensation and reimbursements due to Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to Consultant for any loss, cost or damage which Consultant 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 Consultant for actual expenses approved by the Commission.

c. 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 Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant 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 Consultant for periods up to the effective date of termination.

5. Compensation of Consultant; Reimbursement for Expenses. The Commission shall compensate the Consultant for the Services in the manner set forth on Schedule D to this agreement. In addition, the Commission shall, upon submission by Consultant (which Consultant may do no more frequently than once every 30 days) and approval by the Commission of detailed invoices therefor, reimburse the Consultant for all Reimbursable Expenses. As used in this paragraph, the term "Reimbursable Expenses" shall mean those expenses identified as such on Schedule D to this agreement.

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

a. Engagement of Architect/Engineer and Contractors. The Commission shall be responsible for and shall engage one or more architect/engineers for design and preparation of construction documents for the Project and one or more contractors for the construction of the Project, or such other entity as the Commission deems appropriate. The services and other obligations of the architect/engineers, contractors, or other entities shall be described in one or more agreements between the Commission and such architect/engineers, contractors, or entities; copies of which shall be made available to Consultant. The Consultant shall not be responsible or liable for any damages arising out of the performance of the services and other obligations of the architect/engineers and/or contractors.

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

c. 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 Consultant and render decisions pertaining thereto with reasonable promptness.

d. INTENTIONALLY DELETED.

e. INTENTIONALLY DELETED.

f. 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 Consultant.

g. Designated Representatives. The Commission may designate, at its sole election, one or more representatives authorized to act in its behalf.

h. INTENTIONALLY DELETED.

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

j. Audits. The Commission shall have the right to audit the books of Consultant on all subjects relating to the Project and/or the Services.

7. Indemnification of Commission. Consultant hereby agrees to indemnify, keep and save harmless the Commission, the City of Chicago and the User 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 wilfully wrongful act of the Consultant or any person employed by the Consultant.

8. Insurance to be Maintained by Consultant. The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission and the Consultant, insurance coverage which will adequately insure the Commission and the Consultant against claims and liabilities which could arise out of the performance of such Services, including but not limited to, the insurance coverages set forth on Schedule E to this agreement.

9. 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 Consultant duly to observe or perform any obligation or agreement on the part of the Consultant 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 Consultant by the Commission;

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

iii. Consultant 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 Consultant 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 Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of Consultant'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 Consultant, in which event the Commission shall have no further obligations hereunder or liability to Consultant 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.

10. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this agreement are confidential, and the Consultant 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, Consultant 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.

11. Assignment. Consultant acknowledges that the Commission is induced to enter into this agreement by the personal qualifications of the principals, staff and employees of Consultant and agrees, therefore, that neither this agreement nor any right or obligation hereunder may be assigned by Consultant, in whole or in part, without the prior written approval of the Commission. Consultant further acknowledges that Consultant has represented to the Commission the availability of certain members of Consultant's staff who will be assigned to Project, and agrees, therefore, that in the event of the unavailability of such members due, the Consultant shall so notify the Commission in writing, and shall assign other qualified members of Consultant's staff, as approved by the Commission, to the Project.

12. Relationship of Parties. The relationship of Consultant to the Commission hereunder is that of an independent contractor, and Consultant, 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.

13. Miscellaneous.

a. Commission. The term "Commission", as herein referred to, shall include the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director, Managing Architect or Project Administrator, acting on behalf thereof, as designated by the Commission in writing for the purpose of giving authorizations, instructions, and/or approvals pursuant to this agreement.

b. 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 Consultant 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 Consultant 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.

c. Force Majeure. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure 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 Consultant under this agreement for the duration of the force majeure. 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 force majeure, but,

provided Consultant is not in default of any obligation of Consultant hereunder, the Commission shall pay to Consultant, according to the terms hereof, all compensation and reimbursements due to Consultant for periods up to the effective date of suspension.

d. Ownership of Documents on Termination. In the event of termination of this agreement for any cause, all finished or unfinished documents, including but not limited to, drawings, data, studies and reports prepared by the Consultant under this agreement shall, at the option of the Commission, become the property of the Commission.

e. 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.

f. 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.

g. 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.

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

j. Counterparts. This agreement may be executed in any number of counterparts, any of which shall be deemed an original.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the 26 day of June, 1997.

COMMISSION:

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

By: _____

Title: Secretary

Title: Chairman

ATTEST:

CONSULTANT:

By: _____

Title: Asst. Secretary

Title: President /CEO

Schedule A

Project

USER	NAME
Chicago Police Department	Police Headquarters
Chicago Police Department	Police District 1
Chicago Police Department	Police District 6
Chicago Police Department	Police District 16
Chicago Police Department	Police District 18
Chicago Public Library	Near North Library
Chicago Public Library	Edgebrook Library
Chicago Public Library	Library # 3
Chicago Public Library	Library #4
Chicago Public Library	Library #5
Chicago Public Library	Library #6
Chicago Public Library	Library #7

Schedule B

Scope of Services

At the direction of the Commission, Consultant shall complete the following tasks.

B.1. Community Employment Data base

B.1.1. Develop and maintain a database of available local minority and female trade workers and laborers for the life of the Project. Consultant will utilize Community Based Organizations (CBO'S) to identify available and interested employment candidates. The database will contain pertinent information supplied by candidates. The database will contain pertinent information supplied by candidates including work experience, union affiliations and professional references. The database will be designed in such a way that all referrals will be documented.

B.1.2. Facilitate relationships of candidates to public employment resources that do not have sufficient construction experience including, but not limited to, the Illinois Department of Employment Security, Mayor's Office of Employment and Training, and Chicago Housing Authority.

B.1.3. Develop all intake and referral request forms related to the Community Employment Program.

B.1.4. Meet with contractors, construction managers, and trade contractors to explain the program as well as solicit commitments and job projections.

B.1.5. Accept referral requests from Contractors and institute "matching" process whereby database will be queried for criteria forwarded by Contractor. Lists of individuals will be forwarded to contractors upon request, with a monthly report on the status of all such activities forwarded to the Commission.

B.2. Outreach

B.2.1 Assist in the identification of qualified MBE and WBE firms in order to facilitate participation on all tiers of the Project including: Contractors, Construction Managers, subcontractors and suppliers.

B.2.2. Communicate contracting opportunities to M/WBE community via a presentation made on Commission's behalf to all minority and women construction trade associations and any additional organizations to be determined, or requested by the Commission.

B.3. Site Monitoring and Reporting

B.3.1. Develop and implement a site visit schedule to all projects to physically monitor EEO and community employment participation on the jobsite. Site visits will include interviewing employees in order to determine the existence of any issues surrounding the program.

B.3.2. Consultant will prepare site visit reports for each visit to be included in quarterly reports to the Commission. Sites shall be visited no less often than monthly.

B.4. Tracking and Reporting of Community Employment Activity

B.4.1. Collect and enter all data related to community employment resulting from the PROJECT. The data will be compiled and analyzed by the Consultant in order to quantify the economic impact as it relates to Community hiring.

B.4.2. Develop a report that chronicles all activities related to the program including: application intake, experience screening, referrals and placements. In addition, the analysis of the community employment economic impact data will be presented in the form of a model that can be incorporated into a neighborhood job market study.

B.4.3. Produce bi-monthly "Tracking Reports" which will detail all activities associated with the community employment program.

B.4.4. Consultant shall be available to participate in meetings with the Commission to present and or discuss data developed as a party these services on a monthly basis.

Schedule C
Project Documents

C.1. Public Building Commission of Chicago bidding documents including all General and Special Conditions to the Contract.

Schedule D

Compensation of Consultant

D.1. **Fees for Services**

D.1. 1. The maximum compensation that the Commission shall pay the Consultant for services performed on the project shall be **$300,000.00 Three Hundred Thousand Dollars.**

D.2. REIMBURSABLE EXPENSES FOR CONSULTANTS

D.2.1. Reimbursables

"Reimbursable Expenses" as herein referred to include actual expenditures at cost made by the Consultant, with the Commission's prior written approval, for the following incidental expenses incurred in the interest of the Project:

D.2.2. 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 requiring airfare or overnight accommodations require the advance written approval of the travel budget by the Commission. Travel expenses, when specifically requested by the Commission, and supported with proper documentation in the form of itemized invoices, shall be paid as a reimbursable expense:

a. Coach Air Fare.
b. Hotel/ Per Diem Costs.
c. Car Rental, Gas, Oil and Insurance

D.2.3. Reproduction of bidding documents (including photographs) used for final review of Schematic Design, Design Development, and Construction Document phases. Reproduction of additional sets of documents requested by the Commission which are not otherwise a non-reimbursable item per the Contract, when specifically requested by the Commission, and supported with proper documentation in the form of itemized invoices, shall be paid as a reimbursable expense:

a. Shop Drawings
b. Plans and Specifications
c. Presentation Materials for Public Meetings

Reproduction of plans, specifications, shop drawings and similar items for use by the Consultant in the execution of the Contract with the Contractor are a part of basic services and shall not be reimbursed.

D.2.4. Fees of special consultants requested by the Commission other than cost consultants and the normal architectural, civil, structural, mechanical and electrical engineering services.

D.2.5. Reimbursable Expenses shall not include office and other administrative expenses, including without limitation, telephonic or telecopier expenses, photocopying and duplication costs, office or drafting supplies, delivery services and similar items. The following items, when specifically requested by the Commission, and supported with proper documentation in the form of itemized invoices, shall be paid as a reimbursable expense:

a. Overnight or special shipping charges.
b. Messenger Services.
c. Purchase or rental of specialized equipment.
d. Permit, survey, and geotechnical expenses.

D.2.6. In addition, the Executive Director may include other reimbursable expenses on a Lump Sum basis as specifically indicated within the Contract.

D.3. **Billing Schedule**

D.3.1. Payment for services shall be made to consultant as described in Exhibit "F". Identified as Billing Schedule.

D.3.2. Until such time as "Final Acceptance" is granted by the Commission on each project, final payment is made to the Contractor, and the Commission accepts the Consultant's "close-out" reports, the Consultant shall be entitled to a maximum of 95% of the fee identified in Exhibit "F".

D.3.3. Should the project duration be extended through no fault of the Commission, the Consultant shall be obligated to complete the services outlined in this agreement without additional compensation. In such case, the Commission shall have the right to adjust the billing schedule accordingly to coincide with the actual project status as it relates to performance of these services.

Schedule E

Insurance Requirements

Indemnification and Insurance

E.1. Consultant hereby agrees to indemnify, keep and save harmless the Commission, the User their respective commissioners, board members, officers, agents, officials and employees, against all suits or claims that may be based on any injury to persons or property that is a result of an error, omission or negligent act of the consultant or any person employed by the Consultant.

E.1.2. The Consultant shall purchase and maintain at all times during the performance of services hereunder insurance coverage which will satisfactorily insure it against claims and liabilities which could arise out of the performance of services under this Agreement. The insurance coverages required are as follows:

E.1.2.1. Worker's Compensation insurance covering the Consultant for any and all claims which may arise against the Consultant pursuant to provisions of the Worker's Compensation and Occupational disease Acts of the State of Illinois. In the event that any work is sublet, the Consultant shall require all subcontractors to provide similar insurance for all the latter's employees. The Commission and the User shall be named as an Alternate Employer in accordance with applicable rules and regulations of the NCCI. The limit of liability under Coverage "B" Employer's liability Section of the Standard Form of the Worker's Compensation and Employer's Liability Policy shall be as follows:

Bodily Injury By Accident:	$1,000,000 Each Accident
Bodily Injury by Disease:	$1,000,000 Policy Limit
Bodily Injury by Disease:	$1,000,000 Policy Limit

E.1.2.2. Commercial General Liability Insurance or Comprehensive General Liability Insurance (whichever is applicable) as shall protect the Consultant from claims for damages for Bodily Injury, including accidental death, as well as claims for Property Damage which may arise in the course of the performance of services under this Agreement or from activities under or incidental to this Agreement, whether such activities by the Consultant or by its subcontractors, or anyone directly or indirectly employed or otherwise contracted by them.

The Consultant shall include under the Commercial General Liability Insurance or the Comprehensive General Liability Insurance (whichever is applicable), personal Injury coverage with Employee Exclusion deleted, Broad Form property Damage coverage, independent contractors coverage and Products/Completed Operations coverage. The consultant shall evidence continuous

The Limit of Liability is as follows:

$1,000,000	Each Occurrence
$1,000,000	General Aggregate
$ 25,000	Self Retained Limit

This requirement for Professional Liability Insurance may be satisfied by appropriate endorsement on an existing Professional Liability Insurance Policy carried by Consultant with the aforesaid limits of liability and which shall be maintained for a period of not less than four years following completion of this Agreement. the Consultant shall require any associate professional consultant retained by Consultant with respect to this Project to purchase and maintain similar insurance with similar limits of liability as stated above which will protect the associate professional consultant against claims which could arise while performing any functions under this Agreement.

E.1.2.5. Valuable Papers insurance in an amount not less than $50,000 to insure against any loss whatsoever which could damage or destroy valuable Project documents including but not limited to design development documents, working drawings, specifications, records, papers, maps, statistics, survey notes, data preserved by electronic or computerized means, if applicable, relevant to this Agreement. The insurance shall have limits sufficient to pay for the recreation, re-establishment, or restoration of these valuable papers.

E.1.2.6. The Consultant shall furnish to the Commission copies of certificates of insurance evidencing coverages as stated about issued by an insurance company authorized to do business under the laws of the State of Illinois and approved by the Commission. The certificates of insurance shall contain a project description, policy numbers, expiration dates, limits of liability, and shall be signed by an authorized agent on the insuring company. Further, no cancellation or modification of the policies described above shall occur without at least 60 days prior written notice being given to the Commission, and certificate shall clearly state such provision. if the policy is canceled or modified, the Consultant shall replace the altered or modified policy with a policy that is acceptable to the Commission