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FS-008

**PROFESSIONAL SERVICES AGREEMENT
FOR LEED & COMMISSIONING SERVICES
FOR FIRE STATION ENGINE 121**

AGREEMENT NO.: PS-864E

This Professional Services Agreement, dated as of the 14th day of **June, 2005**, but actually executed on the date witnessed below, is entered into 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, 50 West Washington Street, Chicago, Illinois 60602, ("**Commission**"), and, **Henneman, Raufeisen and Associates, Inc.**, an Illinois Corporation, with offices at 224 S. Michigan Ave., Suite 1275, Chicago, Illinois 60604, ("**LEED & Commissioning Consultant**") or ("**Consultant**"),

BACKGROUND:

The Commission, on behalf of the **Chicago Fire Department** (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of the facility in Chicago, Illinois, described more fully in Schedule A to this Agreement:

**Fire Station Engine 121
Chicago, Illinois**

(for purposes of this Agreement the "**Project**") The Commission requires certain professional services described in Schedule A to this Agreement, in connection with the Project and desires to employ LEED & Commissioning Consultant, on the terms and conditions set forth in this Agreement, to perform them. The LEED & Commissioning Consultant desires so to be retained by the Commission and has represented to the Commission that it has the knowledge, skill, experience and other resources necessary to perform the services in the manner required under this agreement.

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

NOW, THEREFORE, the Commission and the LEED & Commissioning Consultant agree as follows:

TERMS AND CONDITIONS

1. Incorporation of Recitals. The matters recited above are incorporated in and made a part of this Agreement.
2. Definitions.

- 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. **Commission** for the purpose of giving written authorizations, instructions, and/or approvals pursuant to this Agreement includes the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Chief of Staff, Director of Construction, Managing Architect, Director of Procurement, or Project Manager, acting on behalf thereof, as designated by the Commission.
 - c. **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 the Architect's agreement with the Commission, but does not include any payments made to the Architect, the Owner's Representative, the LEED & Commissioning consultant or sub-consultants or reimbursable expenses pursuant to Schedule C, paragraph C.3.1.
 - d. **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.
 - e. **Project** means the construction and/or improvement of the facility specified on page 1 of this Agreement which is part of a larger project covering five Fire Stations (E18, E70, E102, E109, and E121).
3. Incorporation of Documents. The documents identified below in this paragraph are incorporated in and made a part of this Agreement. By executing this Agreement the LEED & Commissioning Consultant acknowledges that it is familiar with the contents of each of the 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 B to this Agreement (the "Project Documents").
 - 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 engages the LEED & Commissioning Consultant, and the LEED & Commissioning Consultant accepts the engagement, to provide the Services described to this Agreement, as it may be amended from time to time

by mutual agreement of the Commission and the LEED & Commissioning Consultant.

- b. Nondiscrimination. In performing this Agreement the LEED & Commissioning 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. The LEED & Commissioning 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); 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 LEED & Commissioning 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 or administration of, or compliance with, the above mentioned laws and regulations.
- c. Employment Procedures; Preferences and Compliances. The LEED & Commissioning Consultant performing work under this Agreement unconditionally and not less often than once a month, must pay the salaries of its employees without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. The LEED & Commissioning Consultant 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 LEED & Commissioning Consultant must 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 LEED & Commissioning Consultant, out of payments due it, an amount sufficient to pay any underpaid employees the difference between the salaries required by law 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 LEED & Commissioning 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 LEED & Commissioning Consultant will use every reasonable effort to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, 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 Damages for Delay. The LEED & Commissioning Consultant must not assert any charges for damages or claims for damages due to delays against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Unless they are caused by Consultant or its subconsultants, such delays or hindrances, if any, will 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 LEED & Commissioning Consultant to complete the Services or any part of them after the time provided for their completion in no way operates as a waiver on the part of the Commission of any of its rights hereunder.
- f. Records. The LEED & Commissioning Consultant must maintain accurate and complete records of its expenditures, costs and time incurred it and those by consultants engaged by the LEED & Commissioning Consultant in connection with the Project and the Services. Such records must be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at LEED & Commissioning Consultant offices upon reasonable notice during normal business hours. LEED & Commissioning Consultant shall retain all such records for a period of not less than 5 calendar years after the services under this Agreement are completed.
- g. Time of Essence. The LEED & Commissioning Consultant acknowledges 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. LEED & Commissioning Consultant must use every reasonable effort to expedite performance of the Services and performance of all other obligations of the LEED & Commissioning Consultant under this Agreement and any other agreements entered into by the Commission that are managed or administered by the LEED & Commissioning Consultant as a result of this engagement.
- h. Compliance with Laws. In performing its engagement under this Agreement, LEED & Commissioning Consultant must 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 Section 2 of this Agreement.

- i. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the performance of the LEED & Commissioning Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the LEED & Commissioning Consultant must cause such meetings to be attended by appropriate personnel of the LEED & Commissioning Consultant engaged in performing or knowledgeable of the Services.
- j. Defects in Project. The LEED & Commissioning Consultant must 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 LEED & Commissioning Consultant represents 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 of skill and diligence in the field to attain LEED certification on the Project. LEED & Commissioning Consultant further will assign to the Project at all times during the term of this Agreement the number of experienced, appropriately trained employees necessary for the LEED & Commissioning Consultant 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 LEED & Commissioning Consultant 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 LEED & Commissioning Consultant, will be incorporated in a written amendment to this Agreement. The Commission is liable for any changes absent such written amendment.
- m. Energy Conservation Ordinance. Whenever the services of the LEED & Commissioning Consultant require design of new buildings and structures, addition or alteration of existing buildings and structures or portion thereof, LEED & Commissioning Consultant must comply with the provisions of the Energy Conservation Ordinance, Chapter 18-13 of the Municipal Code of Chicago. The LEED & Commissioning Consultant must 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 begins on the Commencement Date of Services specified in Schedule A, and subject to the provisions of subparagraph (b) below, expires upon completion of the Services and acceptance thereof by the Commission, or the anticipated Completion Date is specified in such Schedule A. The Commission and the LEED & Commissioning Consultant may, from time to

time, by mutual agreement, extend the term of this Agreement by amending Schedule A.

- b. Termination or Suspension by the Commission. The Commission has the right, at any time, to terminate this Agreement, with or without cause, by written notice given to the LEED & Commissioning Consultant at least 30 days before the effective date of termination. In addition, the Commission has the right, at any time and from time to time, with or without cause, to suspend the performance of the LEED & Commissioning Consultant with respect to all or any part of the Services, by written notice given to LEED & Commissioning Consultant at least 5 days prior to the effective date of suspension. Termination or suspension of this Agreement does not relieve the LEED & Commissioning Consultant from liability for the performance of any obligation of LEED & Commissioning Consultant under this Agreement performed or to have been performed by LEED & Commissioning Consultant on or before the effective date of termination or suspension. Provided that the LEED & Commissioning Consultant is not in default under this Agreement at the time of termination or suspension, the Commission will pay the LEED & Commissioning Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to LEED & Commissioning Consultant for periods up to the effective date of termination or suspension. In no event will the Commission be liable to the LEED & Commissioning Consultant for any loss, cost or damage, including lost profits which LEED & Commissioning Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided above. However, the Commission may, in its sole discretion, reimburse the LEED & Commissioning Consultant for actual expenses approved by the Commission.
- c. Termination by the LEED & Commissioning Consultant. If the Project, in whole or substantial part, is stopped for a period longer than 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 LEED & Commissioning Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the LEED & Commissioning Consultant has the right to terminate this Agreement, by written notice given to the Commission at least 7 days before the effective date of termination, and has the right to recover from the Commission all compensation and reimbursements due to LEED & Commissioning Consultant for periods up to the effective date of termination.
- d. Force Majeure. Neither of the parties are 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 must 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 LEED & Commissioning Consultant under this Agreement for the duration of the force majeure event. The Commission is not obligated to pay for Services to the extent and for the duration that their performance is delayed or prevented by the force majeure event. If, however, the LEED & Commissioning Consultant is not in default of any of its obligation hereunder, the Commission will pay LEED & Commissioning

Consultant, according to the terms hereof, all compensation and reimbursements due to LEED & Commissioning Consultant for periods up to the effective date of suspension.

6. Compensation of LEED & Commissioning Consultant and Reimbursement for Expenses. The Commission will compensate the LEED & Commissioning Consultant 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 LEED & Commissioning Consultant, the Commission has the following rights and obligations, in addition to those provided elsewhere in this Agreement (and specifically Schedule E):
 - a. Information. The Commission will provide the LEED & Commissioning Consultant all reasonably requested information concerning the Commission's and the User Agency's requirements for the Project and the Services.
 - b. Review of Documents. Subject to the provisions of subparagraph 3 (e) above, the Commission will make a reasonable effort to examine documents submitted by the LEED & Commissioning Consultant and render decisions pertaining thereto with reasonable promptness.
 - c. Site Data. To the extent the Commission determines to be necessary for LEED & Commissioning Consultant to perform the Services, the Commission may furnish, or may authorize the LEED & Commissioning Consultant 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 LEED & Commissioning Consultant will not be liable to the Commission for the substantive content of such tests and reports obtained from a consultant engaged by the LEED & Commissioning Consultant and approved by the Commission, so long as that the LEED & Commissioning Consultant has exercised reasonable diligence in the selection of the consultant.
 - d. Tests and Reports. To the extent required for LEED & Commissioning Consultant to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, soil and/or other tests and reports; however, the Commission may authorize LEED & Commissioning Consultant to procure such tests and reports from a company or companies approved by the Commission as Reimbursable Expenses. The LEED & Commissioning Consultant will not be liable to the Commission for the substantive content of such tests and reports obtained from a subconsultant engaged by the LEED & Commissioning Consultant and approved by the Commission, so long as the LEED & Commissioning Consultant has exercised reasonable diligence in the selection of the subconsultant and so long as the LEED & Commissioning Consultant has caused the subconsultant to purchase and maintain professional liability insurance in accordance with the provisions of Schedule D protecting the Commission, the User Agency, and any of the

Commission's consultants on the Project from, if any, any loss or claim arising out of the subconsultant's performance.

- e. Legal, Auditing and other Services. The Commission will 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 do not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions of the LEED & Commissioning Consultant.
 - f. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
 - g. Indemnities. The Commission will 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 or consultant thereunder must indemnify, save and hold harmless the Commission, the User Agency and the LEED & Commissioning Consultant, and their respective commissioners, board members, officers, agents 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 from the work performed pursuant to such contract, and that the contractor or consultant thereunder must 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 LEED & Commissioning Consultant or any party engaged by LEED & Commissioning Consultants, pertaining to the Project and/or the Services are the property of the Commission.
 - i. Audits. The Commission has the right to audit the books of the LEED & Commissioning Consultant and its sub-consultants on all subjects relating to the Project and/or the Services.
8. Indemnification of Commission. LEED & Commissioning Consultant must defend, indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees (individually and collectively, the "Indemnitees"), from and against all liabilities, claims, demands, suits, losses, judgments, fines, or damages of every kind and nature, costs and expenses, including but not limited to, the reasonable fees and expenses of attorneys (including all reasonable costs for investigation, court costs and experts' fees related thereto) (individually and collectively, the "Losses"), that may arise out of or be based on any injury or death of any person or damage to property arising out of or incident to Consultant's performance or non-performance of this agreement or to errors, omissions or negligent or willful acts of the LEED & Commissioning Consultant or any person employed by it, to the maximum extent permitted by applicable law. Such indemnity specifically excludes all Losses resulting from the errors and omissions of any sub-consultant employed by the LEED & Commissioning Consultant under Sections 7c and 7d to implement the Project except to the extent of the LEED & Commissioning Consultant

negligence in the administration and management of the work of such sub-consultants or specialty work that is self-performed by the LEED & Commissioning Consultant.

9. Insurance to be Maintained by LEED & Commissioning Consultant. The LEED & Commissioning Consultant must at its own expense obtain and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the LEED & Commissioning Consultant, insurance coverage that will adequately insure the Commission, the User Agency and the LEED & Commissioning Consultant against claims and liabilities that 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 constitutes an Event of Default under this Agreement:
 - i. Failure or refusal on the part of the LEED & Commissioning Consultant duly to observe or perform any obligation or agreement on the part of the LEED & Commissioning Consultant contained in this Agreement, which failure or refusal continues for a period of 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 10-day period, after the date on which written notice thereof has been given to the LEED & Commissioning Consultant by the Commission;
 - ii. Any representation or warranty of the LEED & Commissioning Consultant set forth herein or otherwise delivered pursuant to the Request for Proposals to Provide LEED and Commissioning Services for Fire Stations E18, 70, 102, 109, & 121) or this Agreement that is false in any material respect when so made or furnished;
 - iii. The LEED & Commissioning 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 is commenced any proceeding against the LEED & Commissioning 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 60 days thereof, or there is appointed, without the LEED & Commissioning Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the LEED & Commissioning Consultant assets and properties, and such appointment has not been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days thereof.

- b. Remedies. If an Event of Default occurs and is continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the LEED & Commissioning Consultant, in which event the Commission will have no further obligations hereunder or liability to the LEED & Commissioning 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 operates as a waiver of such right or otherwise prejudices the Commission's rights, powers or remedies.
- c. Remedies not Exclusive. No right or remedy conferred under this agreement upon or reserved to the Commission is exclusive of any other right or remedy under this agreement or by law or equity provided or permitted, but each is 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. The LEED & Commissioning Consultant must present in writing 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 LEED & Commissioning Consultant in writing specifically referencing this Section, and must include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the LEED & Commissioning Consultant 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. The LEED & Commissioning Consultant must promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have 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 is not 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 may thereafter reach his decision in accordance with such other information or assistance as he may deem reasonable, necessary or desirable.

- c. Effect. The Executive Director's final decision will be rendered in writing no more than 45 business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the LEED & Commissioning Consultant that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. LEED & Commissioning Consultant 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 LEED & Commissioning Consultant must not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination must be complied with pending final resolution of the dispute.

12. Confidentiality. All of the reports, information, or data prepared or assembled by the LEED & Commissioning Consultant under this Agreement are confidential, and the LEED & Commissioning 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, the LEED & Commissioning Consultant must 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 LEED & Commissioning Consultant is served with a subpoena requiring the production of documents or information that is deemed confidential, the LEED & Commissioning Consultant must 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. LEED & Commissioning Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of LEED & Commissioning Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the LEED & Commissioning Consultant, in whole or in part, without the prior written approval of the Commission. The LEED & Commissioning Consultant has provided a sworn statement regarding its ownership and other matters (Disclosure Affidavit), a copy which is attached as Schedule F. For purposes of this paragraph, if the LEED & Commissioning Consultant undergoes a change in control, the change in control will 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 LEED & Commissioning Consultant during any 12-month period. In the event of an assignment by the LEED & Commissioning Consultant without the prior written approval of the Commission, the Commission has the right to immediately terminate the Agreement without fault or responsibility. The LEED & Commissioning Consultant further acknowledges that the LEED & Commissioning Consultant has represented to the Commission the availability of certain members of the LEED &

Commissioning Consultant staff who will be assigned to Project, and agrees, therefore, that in the event of the unavailability of such members, the LEED & Commissioning Consultant must so notify the Commission in writing, and must assign other qualified members of the LEED & Commissioning Consultant staff, as approved by the Commission, to the Project. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

14. Relationship of Parties. The relationship of the LEED & Commissioning Consultant to the Commission hereunder is that of an independent contractor, and the LEED & Commissioning Consultant, except to the extent expressly provided to the contrary on Schedule A hereto, has 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 must not be construed as an agreement of partnership, joint venture, or agency.
15. General
 - a. Counterparts. This Agreement may be executed in any number of counterparts, any of which will be deemed an original.
 - b. 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 must not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
 - c. Governing Law. This Agreement has been negotiated and executed in the State of Illinois and is to be construed under and in accordance with the internal laws of the State of Illinois.
 - d. No Waiver. The waiver by either party of any breach of this Agreement does not constitute a waiver as to any succeeding breach.
 - e. Non-liability of Public Officials. No Commission Board member, employee, agent, officer, or official is personally liable to the LEED & Commissioning Consultant or its sub-consultants, and LEED & Commissioning Consultant 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 the LEED & Commissioning Consultant or its sub-consultants under this Agreement.
 - f. Notices. All notices required to be given hereunder must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the LEED & Commissioning Consultant at their respective addresses set forth above. If so given, such notice is 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 LEED & Commissioning Consultant may, from time to time, change the address to which

notices hereunder are sent by giving notice to the other party in the manner provided in this subparagraph.

- g. LEED & Commissioning Consultant. Execution of this Agreement by the LEED & Commissioning Consultant 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 LEED & Commissioning Consultant have been made with complete and full authority to commit the LEED & Commissioning Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.
- 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 are not in any way affected or impaired thereby.
- i. Successors and Assigns. Except as otherwise provided herein, this Agreement is binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the 13th day of October, 2005.

PUBLIC BUILDING COMMISSION
OF CHICAGO

ATTEST:

By: Edmund John Title: Secretary
By: Richard M Daley Title: Chairman

HENNEMAN, RAUFEISEN AND ASSOCIATES, INC.

By: Joseph Summers
Title: President

AFFIX CORPORATE
SEAL HERE (if any)

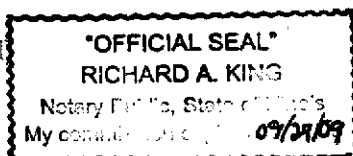
County of Cook

State of ILLINOIS

Subscribed and sworn to before me
this 29 day of September, 2005 by Joseph Summers as President (title) of
HENNEMAN, RAUFEISEN AND ASSOCIATES, INC.

Richard A King
Notary Public

(seal)



Schedule A

Project: LEED and Commissioning Services for Fire Station Engine 121 Chicago, Illinois

Scope of Services

The LEED & Commissioning Consultant will perform all Services required to manage and administer the design and construction of the project as determined by the Commission. Such Services shall include, but not be limited to, pre-construction activities, construction activities, and project close-out. The services include a minimum of 280 man-hours during the construction phase, but may require more at the Commission's option. The term of this Agreement shall be defined by the following:

Commencement Date of Services August 1, 2005

Completion Date of Services February 1, 2007

The LEED & Commissioning Consultant will perform the following Services:

A.1 Pre-Construction Phase

- A.1.1 Secure the services of the any necessary Specialty Consultants with the approval of the Commission.
- A.1.2 Consult with the Commission and the User Agency regarding the goals and requirements of the project.
- A.1.3 Review the requirements of any federal, state, or local agencies having jurisdiction over various aspects of the project with the Commission regarding costs and alternatives.
- A.1.4 Recommend potential value engineering alternatives throughout the Design Phase.
- A.1.5 Review the progress of preparation of the drawings and advise the Design Team with respect to availability and price of material, avoidance of jurisdictional disputes and feasibility of details.
- A.1.6 Develop an overall LEED certificate schedule and coordinate the schedule with the Commission's desired project completion date.
- A.1.7 Prepare a monthly report, which show the status of the LEED process, and pending issues log as determined by the Commission.
- A.1.8 Consult with the Commission and User Agency regarding issues, which impact the constructibility and feasibility of the project.
- A.1.9 Conduct periodic progress meeting (at least once a month) with the Commission, User Agency and the appropriate Design Team members and contractors. Prepare

meeting minutes and distribute to all parties in attendance within 5 business days.

A.1.10 Issue Notice of Bid Opportunity letters to all contractors on the applicable Commission pre-qualified list of qualified contractors eligible to bid on the work if requested by the Commission.

A.1.11 Attend pre-bid meetings for all bid packages.

A.1.12 Perform the services outlined in the "Section 2: Project Approach" of its response to the RFP.

A.2 Construction Phase

A.2.1 If required by the Commission in writing, maintain a full-time project manager as the primary point of contact with the Commission, User Agency, Design Team members and general contractor; If not required by the Commission, then otherwise as directed by the Commission.

A.2.2 Establish an on site organization line of authority to implement all LEED phases of the project in a coordinated and efficient manner.

A.2.3 Establish and implement procedures for, and maintain coordination among, the Commission, the User Agency, Design Team, general contractor, and other agencies having jurisdiction of the project with respect to all construction aspects of the project.

A.2.4 Conduct site observations of the general contractor to ensure that work on the project is progressing on-schedule and in accordance with the requirements of LEED and the Contract Documents.

A.2.5 In the event that the interpretation of the meaning and intent of the Contract Documents becomes necessary during construction, ascertain the Green Building Council's interpretation and transmit such information to the general contractor and to the Commission.

A.2.6 Develop and establish a quality inspection control system so that the required standards of LEED are achieved.

A.2.7 Monitor and implement the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work.

A.2.8 Monitor all scope changes during construction to ensure compliance with approved revisions as it relates to its affect on LEED certification.

A.2.9 Prepare a monthly report summarizing anticipated, open, and completed activities as it relates to LEED certification.

A.2.10 Perform the services outlined in the "Section 2: Project Approach" of its response to the RFP.

A.3 Project Close Out

- A.3.1 Conduct a comprehensive final inspection of the project to verify that the materials and documentation furnished are in accordance with the contract documents.
- A.3.2 Coordinate the preparation of deliverables and onsite training for the User Agency. Coordinate the completion of such items in an expeditious manner.
- A.3.3 Assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the contract documents. Coordinate equipment and systems training sessions for User Agency personnel. Make recommendations as to the withholding of payments to the general contractor. Determine the value of any uncorrected and/or deficient work.
- A.3.4 Expedite the preparation 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 LEED & Commissioning Consultant. Submit approved "as-built" documents to the Commission upon completion of the project.
- A.3.5 Perform the services outlined in the "Section 2: Project Approach" of its response to the RFP.

Schedule B

Project Documents

Intentionally left blank.

Compensation for LEED & COMMISSIONING SERVICES

C.1. LEED & COMMISSIONING Fee:

C.1.1. In full payment to the LEED & Commissioning Consultant, the Commission will pay the LEED & Commissioning Consultant a fee ("Fee") **\$47,200** for the Services described in Schedule A to this Agreement, which includes 280 man-hours during construction.

At the option of the Commission, it may require additional hours from the LEED & Commissioning Consultant for which the Commission will pay the LEED & Commissioning Consultant an additional fee ("Additional Fee") not to exceed **\$118,800** for its additional time of 1320 man-hours providing the Services described in Schedule A to this Agreement, which would include a project manager located at the site throughout the duration of the 60 weeks of construction activities of the project.

C.1.2. Payments will be equal to the following percentages of total compensation and made on a monthly basis as follows:

Design Development	20%
Construction Documents	10%
Bid Received/Approved	5%
Construction	60%
Close Out	5%

C.1.3. All fees of the LEED & Commissioning Consultant includes Consultant's profit, overhead, and general conditions, and all items not specifically identified as Reimbursable Expenses.

C.2. Changes to Work

C.2.1. Except as provided in C.1.1 above, the Commission will compensate the LEED & Commissioning Consultant 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 LEED & Commissioning Consultant's employees will be the actual base salaries paid to the specific employee performing the services, plus a multiplier not to exceed 2.5 (but not to exceed the maximum Commission hourly salary rates, identified in C.2.2). The following items are considered to be a part of the multiplier, and must not be billed as additional reimbursable expenses:

C.2.1.1 Indirect personnel Expenses.

C.2.1.1.1 Social Security Tax.

- C.2.1.1.2 Worker's Compensation Insurance.
- C.2.1.1.3 Unemployment Insurance.
- C.2.1.1.4 Health insurance Benefits.
- C.1.2.1.5 Long Term Disability Insurance.
- C.1.2.1.6 Other Statutory and Non-Statutory Employee Benefits.
- C.1.2.1.7 Pensions and Similar Contributions.

- C.2.1.2 Telephone Service including Local Calls.
- C.2.1.3 General and Administrative Expense including Overhead and Profit.
- C.2.1.4 General Liability, (Excluding costs for Insurance Premiums on Special Consultants and Trade Contractors) Professional Liability, Valuable Papers, Auto and other Insurance as mandated by the Agreement.
- C.2.1.5 Computer Charges (including Internet)
- C.2.1.6 Postage and Handling.
- C.2.1.7 Parking and Mileage.
- C.2.1.8 Other items not specifically identified below as "Reimbursables".

C.2.2. The maximum hourly rate, including the multiplier, the Commission will pay the Consultant for their employees and Sub-Consultant's employees under Section C.2 is as follows:

<u>Position Title</u>	<u>Maximum Hourly Rate with Multiplier</u>
Principal	\$150.00
Senior Project Manager	\$125.00
Project Manager	\$115.00
Assistant Project Manager	\$80.00
Clerical/Administrative	\$50.00

C.3. Reimbursable Expenses

C.3.1 "Reimbursable Expenses" means actual expenditures made by the LEED & Commissioning Consultant, with the Commission's prior approval, for the following incidental expenses incurred in the interest of the Project. The Commission will reimburse actual expenditures at cost without markup or surcharge to the LEED & Commissioning Consultant. With regard to fees of subconsultants only, the LEED & Commissioning Consultant may be reimbursed for actual cost of the subconsultant plus an additional 2% mark-up. The following are considered Reimbursable Expenses:

C.3.1.1 The cost of sub-consultant fees, when specifically requested by the Commission may include Engineering, Cost Estimating, Surveys, Geotechnical, Environmental Technical Testing and Reporting services, and other Specialty Consultants.

C.3.1.2 Plotting, printing, reproduction and distribution of drawings and specifications for the purposes of review by the Commission, soliciting contractor bids, issuing

documents for building permit and issuing the General Contractor's Contract Documents.

- C.3.1.3 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.3.1.4 Costs for rental or purchase of special items or equipment requested by the Commission.
- C.3.1.5 Registration and submission fees to the U.S. Green Building Council.
- C.3.2 Costs of the Reimbursable Expenses identified in paragraphs C.3.1.2, C.3.1.3, C.3.1.4, and C.3.1.5 are on a not to exceed basis of **\$6,000.00**.
- C.3.3 The following are not Reimbursable Expenses:
 - C.3.3.1 Plotting, printing, and distribution of drawings and specifications for the purposes of coordination between members of the Owner's Representative's project team, or otherwise incidental to the normal execution of the Owner's Representative's work.
 - C.3.3.2 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.

INSURANCE REQUIREMENTS

The Consultant must provide and maintain at Consultant's own expense, until Contract completion and during the time period following final completion if Consultant is required to return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 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 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must 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 and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subconsultants performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and the City of Chicago are to be named as additional insureds 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 Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subconsultants performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5) Property

The Consultant is responsible for all loss or damage to Commission and/or City property at full replacement cost.

The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Consultant.

6) Valuable Papers

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

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the Commission's Procurement and Risk Management Divisions, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Consultant must submit evidence of insurance to the Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverages. The Consultant shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Commission and/or City reserve the right to obtain copies of insurance policies and records from the Consultant and/or its subconsultants at any time upon written request.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

The Consultant agrees that insurers waive their rights of subrogation against the Commission, its employees, elected officials, agents, or representatives and the City of Chicago.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Commission and City of Chicago do not contribute with insurance provided by the Consultant under the Contract.

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

The Consultant must require all subconsultants to provide the insurance required herein, or may provide the coverages for subconsultants. All subconsultants are subject to the same insurance requirements of Consultant unless otherwise specified in this Contract.

If Consultant or subconsultant desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost. At no additional cost to the Commission, the Owner's Representative, Architect, and other consultants may request to be named as additional insureds to Consultant's policy, and must be responsible for monitoring their additional insured compliance.

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

Schedule E

Commission's Additional Rights and Responsibilities

- E.1.** The Commission will provide the LEED & Commissioning Consultant all reasonably requested information concerning the Commission's requirements for the Project.
- E.2.** The Commission will examine documents submitted by the LEED & Commissioning Consultant and render decisions pertaining thereto with reasonable promptness to avoid delay in the progress of the LEED & Commissioning Consultant's work.
- E.3.** The Commission will furnish, or direct the LEED & Commissioning Consultant 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 will pay for tests and reports by Special Consultants as defined in paragraph C.3.3.2; however, the Commission may direct the LEED & Commissioning Consultant to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule C.
- E.5.** The Commission will 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 LEED & Commissioning Consultant.
- E.6.** The Commission will designate a representative for the Project.
- E.7.** The Commission's designated representative will 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 will be authorized by anyone other than the Commission.
- E.9.** The Commission will 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 requires, by appropriate provision in each general construction contract let by it, that the contractor indemnify, defend, save and hold harmless the Commission, the User Agency and the LEED & Commissioning Consultant, 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.

Date:

7-29-05

Schedule F

DISCLOSURE AFFIDAVIT

Name: Henneman, Rauterisen & Associates, Inc.Address: 224 S. Michigan Ave Suite 1275 Chicago, IL 60604Telephone No.: 312-583-1400Federal Employer I.D. #: 37-1016100 Social Security #: _____

Nature of Transaction:

- ☐ Sale or purchase of land
☐ Construction Contract
☒ Professional Services Agreement
☐ Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Anyone proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Joseph Summers, as President

(Name)

(Title)

and on behalf of Henneman Rauterisen & Assoc. Inc.

("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer is a:

- ☒ Corporation
☐ Partnership
☐ Joint Venture

- ☐ Sole Proprietorship
☐ Not-for-Profit Corporation
☐ Other

SECTION 1. FOR PROFIT CORPORATION

a. State of Incorporation ILLINOIS

b. Authorized to do business in the State of Illinois: Yes ☒ No ☐

c. Names of all officers of corporation
(or attach list):

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

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

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

See attached list #1

See attached list #2

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)

Address

Ownership
Interest

See Attachment #3a, b,

_____%

_____%

_____%

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)

Address

Ownership
Interest

_____%

_____%

_____%

f. Is the corporation owned partially or completely by one or more other corporations?

Yes ☐ No ☒

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

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

Name of Partners (Print or Type)

Percentage Interest

_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes ☐ No ☐

If NO, complete items b. and c. of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

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

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

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

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

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

II. CONTRACTOR CERTIFICATION

A.

CONTRACTOR

1. The Contractor, or any subcontractor to be used in the performance of this contract, or any affiliated entities of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification or if a subcontractor or subcontractor's affiliated entity during a period of three years prior to the date of award of the subcontract:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTOR

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontract with any subcontractor if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor

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

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

E. ANTI-COLLUSION

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

F. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33B-11(b).

G. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.
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III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purpose of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity in which the individual holds an interest or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten (10%) or percentage of interest in

the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV is 1 or 2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

Check one:

1. ☒ No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
2. ☐ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. ☐ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support for the payment of all such child support owed; or both (1) and (2).
4. ☐ There are no Substantial Owners.

V. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

VI. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

By: [Signature]
Name: Joseph Summers
Title: President

AFFIX CORPORATE
SEAL HERE (if any)

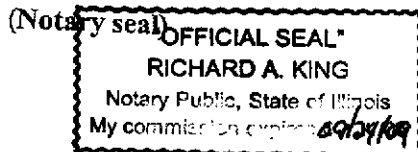
Telephone Number: 312-583-1400

County of Cook

State of Illinois

Subscribed and sworn to before me
this 29 day of September, 2005 by Joseph Summers as President (title) of
HENNEMAN, RAUFEISEN AND ASSOCIATES, INC.

[Signature: Richard A. King]
Notary Public



Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

HENNEMAN, RAUFEISEN AND ASSOCIATES, INC.

Corporate Officers 2005

Michael J. Henneman	Chief Executive Officer
Joseph B. Summers	President
David C. Mauck	Chief Operating Officer / Senior Vice President – Director Champaign Office
Jeffrey A. Treiber	Senior Vice President – Director Chicago Office
Elizabeth D. Brown	Senior Vice President – Director Madison Office
S. Singh Jaspal	Senior Vice President
Thomas N. Bice	Senior Vice President – Director St. Louis Office
Kip B. Doyle	Senior Vice President – Director Champaign Industrial Technology Group
John J. Talbot	Senior Vice President – Director Chicago Industrial Technology Group
Robert G. Kapolnek	Senior Vice President – Director Of Architecture
Herman W. Lehr	Vice President / Chief Financial Officer
Donald L. Beahringer	Vice President Of Business Development
Karen K. Rogers	Vice President Of Business Development
Karl F. Miller	Vice President - Industrial Technology Group
James R. Yoakum	Vice President – Industrial Technology Group
Mark A. Blazis	Vice President – Chicago
Scott B. Morrison	Vice President – Structural Engineering

BOARD OF DIRECTORS
HENNEMAN, RAUFEISEN AND ASSOCIATES, INC
March 2, 2005 Board Of Directors Meeting

Michael J. Henneman, Chairman Of The Board
4307 Brittany Trails Rd.
Champaign, Illinois 61822

David C. Mauck, Secretary
24 Greencroft Avenue
Champaign, Illinois 61821

Joseph B. Summers
9 Greenfield Court
Savoy, Illinois 61874

Jeffrey A. Treiber
508 Kenilworth Avenue
Kenilworth, Illinois 60043

Thomas N. Bice
525 S. Rock Hill Road
Webster Grove, Missouri 63119

Elizabeth D. Brown
3433 Lake Mendota Drive
Madison, Wisconsin 53705

John J. Talbot
340 Randolph Street
Glencoe, Illinois 60022

Robert G. Kapolnek
3405 Pebblecreek Place
Champaign, Illinois

Ralph J. Henneman
7575 Pelican bay Blvd.
Naples, Florida 34109

Herman W. Lehr, Treasurer
1802 Cobblefield Ct.
Champaign, Illinois 61822

Attachment 3

HENNEMAN, RAUFEISEN AND ASSOCIATES, INC.
Shareholder Ownership Status
March 2, 2005

<u>Name</u>	<u>Shares Owned</u>	<u>% Shares Owned</u>
Ralph J. Henneman	70	.08 %
Michael J. Henneman	51,716	62.58%
Joseph B. Summers	18,872	22.84 %
David C. Mauck	4,823	5.84 %
Robert G. Kapolnek	1,967	2.38 %
Paul G. Boland	250	.30 %
Jeffrey A. Treiber	1,151	1.39%
Elizabeth D. Brown	1,500	1.81%
Thomas N. Bice	921	1.11%
John J. Talbot	1,006	1.22%
J. Michael McKee	113	.14%
Karl F. Miller	23	.03%
Alan W. Langley	35	.04%
Herman W. Lehr	100	.12%
Michael W. Scott	<u>100</u>	.12%
Total Shares Held	82,647	

Last	First	M.	Address	City	St.	Zip
Beahringer	Donald	L.	1 Timber Hill Lane	Springfield	IL	62704
Bice	Thomas	N.	525 South Rock Hill Road	Webster Groves	Mo	63119
Boland	Paul	G.	830 Allerton Road	Monticello	IL	61856
Brown	Elizabeth	D.	3433 Lake Mendota Drive	Madison	WI	53705
Henneman	Ralph	J.	1106 Country Lane	Champaign	IL	61821
Henneman	Michael	J.	4307 Brittany Trails Road	Champaign	IL	61822
Kapolek	Robert	G.	3405 Pebblecreek Place	Champaign	IL	61821
Langley	Alan	W.	106 S Creamery	Eureka	IL	61530
Lehr	Herman	W.	1802 Cobblefield Drive	Champaign	IL	61822
Mauck	David	C.	24 Greencroft	Champaign	IL	61821
McKee	J. Michael		1204 S Anderson	Urbana	IL	61801
Miller	Karl	F.	10 Brents Lne	White Heath	IL	61884
Summers	Joseph	B.	#9 Greenfield Court	Savoy	IL	61874
Talbot	John	J.	340 Randolph Street	Glencoe	IL	60022
Treiber	Jeffrey	A.	508 Kenilworth Avenue	Kenilworth	IL	60043
Scot	Michael	W.	3101 Meridian	Champaign	IL	61820

DISCLOSURE OF RETAINED PARTIES

PS-864E FIRE STATION ENGINE 121

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Providing Professional Services
Description or goods or services to be provided under Contract: LEED Consulting
and Commissioning Services
2. Name of Contractor: Henneman Dauterisen and Associates, Inc.
3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
<u>Power Engineering Collaborative (PEC)/</u> <u>Building Systems Engineering (BSE)</u>	<u>1755 Park Street - Suite 150</u>	<u>Subcontractor</u>	<u>\$28,600 (est.)</u>
<u>Naperville, IL 60563</u>			

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

DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:

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

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

Jeffrey A. Treiben
Signature

12/23/05
Date

Jeffrey A. Treiben
Name (Type or Print)

Senior Vice President
Title

Subscribed and sworn to before me

this 23rd day of December 2005
Catherine G. Masterson
Notary Public

