

PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT
CONTRACT NUMBER PS964
TO PROVIDE
COST ESTIMATING SERVICES
FOR

SWPP Chlorine Improvements
DWM Project No. F1226
CHICAGO, ILLINOIS

Mayor Richard M. Daley
Chairman

Montel M. Gayles
Executive Director

Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

EXECUTION PAGE
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT NO. PS964

THIS AGREEMENT dated as of January 10, 2006 but actually executed on the date witnessed, 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, (the "Commission"), and Faithful & Gould, Inc., a Minnesota corporation with offices at 222 South Riverside Plaza, Suite 2240, Chicago, IL 60606, (the "Consultant"), at Chicago, Illinois.

BACKGROUND INFORMATION

THE COMMISSION on behalf of the Department of Water Management (referred to in this Agreement as the "User Agency"), intends to undertake the construction and/or improvement of the following facility or facilities in Chicago, Illinois 60602, described in Schedule A attached to the Agreement (the "Project"):

Project: SWPP Chlorine Improvements

DWM Project No. F1226

Chicago, Illinois 60617.

The Commission requires certain professional cost estimating services described in the Agreement, in connection with the Project and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such services. The Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

The Consultant has consulted with the Commission and the User Agency, reviewed the Project Documents (defined below), made site inspections, and taken such other actions as the Consultant deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services.

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

The Project is comprised of the addition of a new chlorine facility at the South Water Purification Plant. The new addition is proposed to be a 3-story building of 39,358 square feet, housing water purification equipment, i.e. a Chlorination Plant.

The Commission has relied upon the Consultant's representations in selecting the Consultant.

NOW THEREFORE, The parties agree on the Terms that follow:

SIGNED on : July 19, 2006

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard M. Daley
Chairman

ATTEST:

Edmund Johnson
Secretary

Consultant:
Faithful+Gould

BY:
Secretary/Assistant Secretary

BY: *R. J. Telt*
President/Vice President

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: COOK
State of: ILLINOIS.

Subscribed and sworn to before me by *RICHARD PATTERSON* and on
behalf of Consultant this 30 day of MAY, 2006.

Mattie P. Carter

Notary Public

My Commission expires:

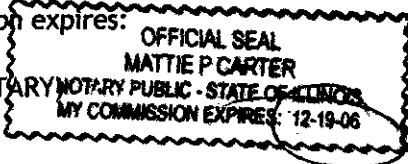
(SEAL OF NOTARY)  OFFICIAL SEAL
MATTIE P. CARTER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12-19-06

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TERMS

1. INCORPORATION OF RECITALS

The matters recited above are incorporated in and made a part of the Agreement.

2. DEFINITIONS AND USAGE

a. Definitions. The following phrases have the following meanings for purposes of the Agreement:

- i. **Agreement.** This Agreement for Cost Estimating Services, between the Commission and the Consultant, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- ii. **Consultant.** The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- iii. **Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, Chief of Staff, Director of Procurement, Director of Construction, Managing Consultant, Portfolio Manager or designated consultant or consultants, including the Commission's authorized representative, as designated by the Commission in writing.
- iv. **Construction Budget.** The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project which must be shown or described in the Contract Documents to be prepared by the Consultant in accordance with this Agreement. The Construction Budget does not include any payments made to the Consultant or subcontractors or reimbursable expenses pursuant to Schedule C. The Construction Budget

does not include site preparation, environmental, demolition, building abatement/demolition related activities.

- v. **Contingent Additional Services.** Additional services to be provided by the Consultant for the Project pursuant to the provisions of Schedule A.
- vi. **Contract Documents.** All of the component parts of the Contract between the Commission and the General Contractor for the construction and improvement of the Project including the general and special conditions, technical specifications, drawings, addenda, bulletins and modifications to those parts.
- vii. **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- viii. **Deliverables.** The documents, in whatever format requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Consultant is required under this Agreement to provide to the Commission.
- ix. **Key Personnel.** Those job titles and individuals identified in Schedule E.
- x. **Services.** Collectively, the duties, responsibilities and tasks that are necessary to allow the Consultant to provide the Scope of Services required by the Commission under this Agreement.
- xi. **Special Consultants.** Include but are not limited to, masonry, roofing, and elevator subcontractors and are eligible for reimbursement under the terms of the Agreement.
- xii. **Subcontractor.** Any person or entity hired or engaged by or through the Consultant to provide any part of the

Services, including subconsultants of any tier.

xiii. **Technical Personnel.** Includes partners, officers and all other personnel of the Consultant, including technical typists assigned to the Project, exclusive of general office employees.

xiv. **Transfer Documents.** Materials, such as plans, specifications, manuals and other materials, if any, prepared by others, as indicated in Schedule B, and provided to the Consultant for reference.

xv. **User Agency.** The governmental agency, identified in the Background Information, that requested the Commission to undertake the construction and/or improvement of the Project.

b. Usage and Conventions.

i. **Captions and Headings.** The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.

ii. The term "include," in all its forms, means "include, without limitation" unless stated otherwise.

iii. Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

iv. References to "approved by the Commission" or to "approval by the Commission" are not intended to and must not be interpreted to absolve the Consultant from liability due to errors and omissions.

3. INCORPORATION OF DOCUMENTS

The documents identified in this Section are incorporated in and made a part of the Agreement. By executing the Agreement, the Consultant acknowledges that Consultant is familiar with the contents of each of such documents and will comply fully with all

applicable portions of them in performing the Services.

a. **Project Documents.** The plans and specifications for the Project, if any, included in the Transfer Documents, as described on Schedule B.

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 Consultant, and the Consultant accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended from time to time by mutual agreement of the Commission and the Consultant.

b. **Key Personnel.** The Consultant must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement in Schedule E. Upon that notice Consultant must immediately suspend the Key Person or Key Persons from performing Services under this Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.

c. **Adequate Staffing.** The Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The Consultant must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule E. The level of staffing may be revised from time to time by notice in writing from Consultant to

the Commission and with prior written consent of the Commission.

d. Nondiscrimination. In performing under this Agreement the 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 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 Consultant will further 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.

e. Employment Procedures; Preferences and Compliance. Salaries of employees of the Consultant, performing work under this Agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Consultant certifies that he/she is

familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (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 Consultant will 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, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Consultant, out of payments due to the Consultant, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

f. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 3 above, the Consultant will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% 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, other than construction 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.

g. No Damages for Delay. The Consultant will not assert charges or claims for damages

against the Commission for any delays or hindrances from any cause whatsoever during the performance of any portion of the Services. Such delays or hindrances, if any, will be compensated for by an extension of time to complete the Services, for such reasonable period as will be determined by the Commission, it being understood, however, that the agreement of the Commission to allow the Consultant to perform the Services or any other obligation under the Agreement after the time provided for its completion will in no way operate as a waiver on the part of the Commission of any of its rights under the Agreement.

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

i. Time is of the Essence. The Consultant acknowledges that time is of the essence in the performance of services required by the Agreement and that timely completion of the Services is vital to the completion of the Project. The Consultant must use every reasonable effort to expedite performance of the Services and performance of all other obligations of the Consultant under the Agreement and any other agreements entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement under the Agreement.

j. Compliance with Laws. In performing its engagement under the Agreement, the Consultant must comply with all applicable federal, state and local laws, rules, and regulations.

k. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the

performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations. The Consultant will cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services. The Consultant will document the results of these Progress Meetings and distribute the minutes of the meetings to all parties.

l. Performance Standard.

i. The Consultant represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by professional cost estimators performing similar services in the same locality at the same site and under similar circumstances and conditions. The Consultant further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Agreement.

ii. The Consultant must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Consultant remains responsible for the professional and technical accuracy of all Services furnished, whether by the Consultant or others on its behalf. All deliverables will be prepared in a form and content reasonably satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

iii. The Consultant must not use any business or individual who is disqualified by the

Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

- iv. If the Consultant fails to comply with the obligations under the standards of the Agreement, the Consultant must perform again at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Consultant of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant either under the Agreement, at law or equity.

m. Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. 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 Consultant, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any changes absent such written amendment.

n. Energy Conservation Ordinance. Whenever the Services require design of new buildings or structures, additions or alterations of existing buildings or structures or a portion of them, the Consultant must comply with the provisions of the Energy Conservation Ordinance, Chapter 18-13 of the Municipal Code of Chicago and with the Chicago Standard. The Consultant must select and/or recommend for installation by contractor energy-efficient mechanical, water-heating, electrical distribution and illumination systems and equipment for the effective use of energy.

5. TERM

a. Duration. The term of the Agreement begins on the Commencement Date of Services specified in Schedule A, and subject to the provisions in this section, expires upon completion of the Services and acceptance of the Deliverables by the Commission or, if the Services are of an on-going nature, on the Completion Date of the Services specified in Schedule A. The term of the Agreement may be extended by the mutual agreement of the Commission and the Consultant.

b. Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Consultant at least 30 days before the effective date of termination. So long as the Consultant is not in default under this Agreement at the time of termination, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination. The Commission may, however in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

c. Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Consultant from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Consultant on or before the effective date of termination or suspension. In no event will the Commission be liable to the Consultant for any loss, cost or damage, including lost profits, which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided in it.

d. Termination by the Consultant. If the Project, in whole or substantial part, is stopped for a period longer than 90 days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials

unavailable, through no act or fault of the Consultant, or if the Commission suspends Consultant's performance of its Services on the Project for more than 90 days for any reason, or if the Commission fails after notice and an opportunity to cure to make any payment or perform any other obligation hereunder, the 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 earned by the Consultant under this Agreement for periods up to the effective date of termination. If Consultant for any reason does not exercise its right to terminate hereunder, and if the Project and Consultant's Services are later resumed, Consultant will provide its Services as set forth in this Agreement without adjustment of compensation.

6. COMPENSATION OF CONSULTANT; REIMBURSEMENT FOR EXPENSES

The Commission will compensate the Consultant for the Services in the amount and manner set forth on Schedule C.

7. RIGHTS AND OBLIGATIONS OF COMMISSION

a. General and Specific. In connection with the administration of the Project by the Commission and the performance of the Agreement by the Consultant, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:

i. Information. The Commission will provide the Consultant all information reasonably required concerning the Commission's requirements for the Project and the Services.

ii. Review of Documents. Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Consultant and render decisions pertaining to them with reasonable promptness.

b. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its

behalf. No extras or credits to subcontractors will be authorized by anyone other than the Commission.

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

i. The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Consultant and its subcontractors pursuant to this Agreement (the "Work") will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 *et seq.*, and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.

ii. The Consultant will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

iii. The Consultant represents to the Commission, the User Agency and their successors and assigns, that (i) the Work

constitutes a work of authorship; (2) on the date of this Agreement the Consultant is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Consultant has the legal right to fully assign any such copyright with respect to the Work; (4) the Consultant has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Consultant is not a party to any other agreement or subject to any other restrictions with respect to the Work.

In addition, the Consultant represents that the Deliverables Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the performance standard of this Agreement.

8. INDEMNIFICATION

a. Indemnity by Third Parties. 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(s) and consultant(s) under such contracts must indemnify, save and hold harmless the Commission, the User Agency and the Consultant, and each of them, and their respective commissioners, board members, officers, and employees, from all claims, demands, suits, actions, losses, costs and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the work under such contract, and that the contractor(s) and consultant(s) under such contracts will purchase and maintain during the life of such contract such insurance as the Commission may require. The amount and insurer for such insurance are subject to approval by the Commission.

b. Indemnification by Consultant. The Consultant must indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys,

(including court costs and expert's fees) that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Consultant's performance or non-performance of the agreement or of any error, omission or negligent or willfully wrongful act of the Consultant, or and any person employed by the Consultant, or and any Subcontractor retained by the Consultant in connection with this Project.

9. INSURANCE MAINTAINED BY THE CONSULTANT

The Consultant will purchase and maintain at all times during the performance of Services, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage which will insure the Commission, the User Agency and the Consultant against claims and liabilities which could arise out of the performance of such Services, including the insurance coverages set forth in Schedule D to this Agreement.

10. DEFAULT

a. Events of Default. Each of the following occurrences constitutes an Event of Default by the Consultant under the Agreement:

- i. Failure or refusal on the part of the Consultant to duly observe or perform any obligation or agreement on the part of the Consultant contained in the 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 of it has been given to the Consultant by the Commission;
- ii. Any representation or warranty of the Consultant set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- iii. The 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 will take any action in furtherance of any of the foregoing;

iv. Any proceeding is commenced against the 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 following commencement of the proceeding, or appointment of, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.

v. The Consultant's material failure to perform any of its obligations under the Agreement including any of the following:

(1) Failure due to a reason or circumstance within the Consultant's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services;

(2) Failure to perform the services in accordance with the requirements of the Agreement;

(3) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(4) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory;

(5) Discontinuance of the Services for reasons within the Consultant's reasonable control;

(6) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.

vi. Any change in ownership or control of the Consultant without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.

vii. The Consultant's default under any other agreement it presently may have or may enter into with the Commission. Consultant acknowledges that in event of a default under the Agreement the Commission may also declare a default under any such other agreements.

b. Remedies. If an Event of Default occurs and continues, 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 the Agreement upon written notice to the Consultant, in which event the Commission has no further obligations hereunder or liability to the 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 will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. Remedies Not Exclusive. No right or remedy in the Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this

Agreement or by law or equity, but each is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

11. DISPUTES

a. General. The Consultant will present all disputes arising under, related to or in connection with the terms of the Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract, in writing to the Executive Director for final determination.

b. Procedure. The Consultant will make all requests for determination of disputes in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Consultant; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Consultant will 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 will not be an admission of any allegations made in the request for dispute resolution, but will 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 may be deemed 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 Consultant that additional time for the

decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. The 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 Consultant will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

d. Consultant Self-Help Prohibited. The Consultant must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on general contractor claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as subconsultants, the general contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling the Consultant's claims against the Commission or User Agency will be considered to be bad faith on the Consultant's part. This provision is not intended to prohibit the Consultant from exercising its well-considered professional judgment, however, in carrying out its duties and responsibilities under the Agreement.

12. CONFIDENTIALITY

All of the reports, information, or data prepared or assembled by the Consultant under the Agreement are confidential, and the Consultant must not make such reports, information or data must available to any party without the prior written approval of the Commission. In addition, the Consultant must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Agreement, the Project or the Services. If the Consultant is served with a subpoena requiring the production of documents or information which is deemed confidential, the Consultant will immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the

Commission to attempt to quash, or take other action in relation to, the subpoena.

13. ASSIGNMENT

The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Consultant undergoes a change in control, the change in control is 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 Consultant during any 12-month period. In the event of an assignment by the Consultant without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Consultant further acknowledges that the Consultant represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Consultant must so notify the Commission in writing, and must assign other qualified members of the Consultant's staff, as approved by the Commission, to the Project.

14. RELATIONSHIP OF PARTIES

Under the Agreement, the relationship of the Consultant to the Commission is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in the Agreement, will have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

15. GENERAL

a. Consultant's Authority. The Consultant represents that its execution of the Agreement 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 Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

b. Counterparts. The Agreement may be executed in any number of counterparts, any of which will be deemed an original.

c. Entire Agreement. The Agreement constitutes the entire understanding and agreement between the parties to this Agreement 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 in this Agreement. The Agreement must not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.

d. Governing Law. The Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.

e. No Waiver. The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.

f. Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Consultant at their respective addresses set forth above, as appropriate. If given as provided in this Agreement, 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 Consultant may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

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

h. Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

i. Successors and Assigns. Except as otherwise provided in the Agreement, the Agreement is binding upon and inures to the benefit of each of the parties to the Agreement and their respective successors and assigns.

j. Errors and Omissions. The Commission has a committee that reviews the Project for alleged errors and omissions by the Consultant. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim on the alleged error and omission to the Consultant, allow the Consultant to respond in writing, and meet with the Consultant to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Consultant will attend such meetings without additional compensation.

Upon notice or discovery, and as directed by the Commission, the Consultant will perform, without additional compensation, the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover damages from the Consultant for all or a portion of the costs associated with change orders issued to correct errors or work omitted in the construction documents prepared by the Consultant.

The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Consultant's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to terms of the Agreement.

If the Consultant is terminated under the Agreement, the Consultant will not be liable for any changes to the documents made by another Consultant contracted by the Commission to complete the Project.

k. Non-appropriation of Funds. If funds have not been appropriated in full or in part, the Commission has the right to terminate the Agreement.

SCHEDULES FOLLOW.

SCHEDULE A
SCOPE OF SERVICES

PS964

SWPP Chlorine Improvements

DWM Project No. F1226

CHICAGO, ILLINOIS 60617

The Consultant will provide all Services required to prepare one cost estimate for Construction of the Project.

Commencement Date of Services: Upon Issuance of the Notice To Proceed

Completion Date of Services: Upon acceptance of all Deliverables by the Commission

The Deliverables (and any other work product) must be approved by the Commission in writing before commencement of any subsequent or dependent activity. It is expressly understood and agreed that references in the Agreement to "approved by the Commission" or to "approval by the Commission" will not be interpreted to absolve the Consultant from liability due to errors and omissions. In this Schedule A, regardless of whether a time limit is specified for particular tasks or duties, it is intended that the Consultant will perform its Services promptly, with sufficient staffing, and all in accordance with the standard of performance in the Agreement.

The Commission's designated representative will assist the Commission in managing the Project and will have the authority, as specifically directed by the Commission, to act on its behalf. The Commission designates James Gallagher as the Commission's designated representative for the Project. The Commission designates Managing Architect George Hill as the Commission's designated representative for the Services.

The Consultant will:

A.1. BASIC SERVICES

A.1.1. Prepare and complete a cost estimate for construction of the Project, based upon the approved documents in Schedule B.

A.1.2. Conduct at least one site visit during the preparation of the cost estimate.

A.1.3. Provide the cost estimate within 4 weeks of the Notice to Proceed.

A.1.4. Conduct one meeting with the Commission's designated Services representative at the completion of the Services to discuss the findings.

A.2. DELIVERABLES

A.2.1. Provide one cost estimate

A.2.2. Conduct at least one site visit

A.2.3. Meet at least one time with the Commission

**SCHEDULE B
PROJECT DOCUMENTS**

For the purposes of the Services, the Consultant will receive the following documents from Greeley and Hansen LLC, the Architect for the Project:

Greeley and Hansen LLC drawings and Specification Volume 3, issued for bid, dated January 2006.

SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1. CONSULTANT'S FEE

C.1.1. The Commission will pay the Consultant for its services a Fixed Fee ("Fee") of \$40,000. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated additive change orders constitutes the Consultant's full fee for Basic Services.

C.2. INVOICING

After Acceptance by the Commission of all Deliverables, the Consultant will submit an original invoice to the Commission's designated representative for approval. Submittal of approved invoices to the Commission is the responsibility of the Commission's designated representative.

SCHEDULE D INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

D.1.2. 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. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission and the Department of Water Management will be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

D.1.3. 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 Commission and Department of Water Management must be named as additional insureds on a primary, non-contributory basis.

D.1.4. Professional Liability

When any Consultant, or Subcontractor, performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of 2 years.

D.1.5. Valuable Papers

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

D.2. ADDITIONAL REQUIREMENTS

D.2.1. The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the 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 will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

D.2.2. The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

D.2.3. The insurance must provide for 60 days prior written notice to be given to the Commission if coverage is substantially changed, canceled, or non-renewed.

D.2.4. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

D.2.5. The Consultant agrees that insurers waive their rights of subrogation against the Commission, its employees, elected officials, agents, or representatives and the Department of Water Management.

D.2.6. The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

D.2.7. Any insurance or self-insurance programs maintained by the Commission and the Department of Water Management do not contribute with insurance provided by the Consultant under the Agreement.

D.2.8. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

D.2.9. The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for its subcontractors. All its subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

D.2.10. If Consultant or its subcontractors desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

D.3. RISK MANAGEMENT

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

**SCHEDULE E
KEY PERSONNEL**

NOT APPLICABLE.

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used in this Agreement, "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. Certifications

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction:

DWM # F126

Description of goods or services to be provided under Contract: #

COST ESTIMATING SERVICES

2. Full Legal Name of Contractor:

FAITHFUL + GOULD 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)
NONE			

DISCLOSURE OF RETAINED PARTIES (continued)

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

4. The Contractor certifies that it understands and agrees as follows:

- a. The information provided in this Disclosure of Retained Parties is a material inducement to the Commission to execute the contract or other action with respect to which this Disclosure of Retained Parties form is being certified, and the Commission may rely on the information provided in it. Furthermore, if the Commission determines that any information provided in it is false, incomplete, or inaccurate, the Commission may at its sole option terminate the contract or other transaction, and may 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 under this Disclosure of Retained Parties, Contractor must either ask the Commission's Representative or his or her manager at the Commission whether disclosure is required, or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided in it, 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.

Signature: R. L. Talt
RICHARD TATTENSALL
Name (Type or Print)

Date: 5/30/06
VICE PRESIDENT
Title

County of ILL.
State of COOK

Subscribed and sworn to before me this 30 day of MAY 2006

Mattie P. Carter
Notary Public
My commission expires:



EXHIBIT B
DISCLOSURE AFFIDAVIT

DISCLOSURE AFFIDAVIT

Name: FAITHFUL + GORD INC
Address: 222 SOUTH RIVERSIDE PLAZA
Telephone No.: 312 655 8510
Federal Employer I.D. #: 41-1797617 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. Any firm 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 RICHARD TATTONIAH VICE PRESIDENT
(Name) (Title)
and on behalf of FAITHFUL + GORD 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 or contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: ☒ Corporation ☐ LLC
☐ Partnership ☐ LLP
☐ Joint Venture ☐ Not-for-Profit Corporation
☒ Sole Proprietorship ☒ Other

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

- a. State of incorporation or organization FAITHFUL + GORD INC
- b. Authorized to do business in the State of Illinois: Yes ☒ No ☐
- c. Names of all officers of corporation or LLC (or attach list):
- | Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|-----------------------|-----------------------|
| | | <u>PAUL WOOD</u> | <u>CEO</u> |
| | | <u>RICHARD HALL</u> | <u>CHAIRMAN</u> |
| | | <u>JIM NOVADA</u> | <u>CFO</u> |
| | | <u>REZA AMERKHANI</u> | <u>COO.</u> |

- 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
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- 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
WS ATKINS	UK	90 %
_____	_____	_____ %
_____	_____	_____ %

- f. For LLC's, state whether member-managed or identify managing member:

g. For LLC's identify each member

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
Yes ☒ No ☐

SEE ABOVE.

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

SECTION 2. PARTNERSHIPS

- a. If the bidder, proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP).

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder, proposer or contractor 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)

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

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

Name(s)

Address(es)

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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)
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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. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

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

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 subcontractor with any subcontract 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 subcontract 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.

NOT APPLICABLE

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

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.

NOT APPLICABLE

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

E. 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 5/33E-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.

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

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:

NOT APPLICABLE

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

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

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.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

RT

Signature of Authorized Officer

RICHARD TATTERSALL

Name of Authorized Officer (Print or Type)

VICE PRESIDENT

Title

312 655 8510

Telephone Number

State of ILLINOIS

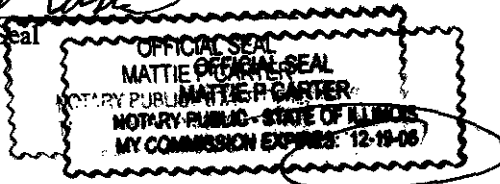
County of COOK

Signed and sworn to before me on this 30 day of MAY, 2006 by

RICHARD TATTERSALL (Name) as VICE PRESIDENT (Title) of

FAITHFUL + GOOD, INC. (Bidder, Proposer or Contractor)

Mattie P. Carter
Notary Public Signature and Seal



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; identify 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 noncollusive 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.*); (3) 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 (11) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/06PRODUCER
Acordia East - Atlanta

1100 Johnson Ferry Road
Suite 250
Atlanta, GA 30342

1-404-531-5400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED
Faithful & Gould, Inc.
Hanscomb, Inc.
100 Canal Pointe Boulevard, Suite 212

Princeton, NJ 08540

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American Guarantee & Liability Ins

26247

INSURER B: Zurich American Ins Co

16535

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO937659102	09/08/05	09/08/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP937659202 TAP937675902	09/08/05 09/08/05	09/08/06 09/08/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	AUC037696402	09/08/05	09/08/06	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? INCL EXCL If yes, describe under SPECIAL PROVISIONS below	WC937659002 WC937675502	09/08/05 09/08/05	09/08/06 09/08/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Architects Errors & Omissions (Prof. Liab.)	EOC937627802	09/08/05	09/08/06	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: PROJECT NO. 20191-06 - SOUTH WATER PURIFICATION PLANT CHLORINE IMPROVEMENTS

CERTIFICATE HOLDER AND CITY OF CHICAGO ARE ADDITIONAL INSURED ON GENERAL LIABILITY AS RESPECTS LIABILITY ARISING OUT OF NAMED INSURED'S ONGOING OPERATIONS PERFORMED FOR THEM ON REFERENCED PROJECT AS REQUIRED BY WRITTEN CONTRACT.

PS 964

OK me 7/19/07

CERTIFICATE HOLDER

CANCELLATION (Except 10 days for non-payment of premium)

PUBLIC BUILDING COMMISSION OF CHICAGO
ATTN: CEDRIC D. SEAYRICHARD J. DALEY CENTER
50 W. WASHINGTON, ROOM 200
CHICAGO, IL 60602

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Luis Acord

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.