

# PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT  
CONTRACT NUMBER PS954  
TO PROVIDE  
ARCHITECT OF RECORD SERVICES  
FOR  
9th District Police Station and Parking Structure  
3100 South Halsted Street  
CHICAGO, ILLINOIS 60608

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**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](http://www.pbcchicago.com)



**EXECUTION PAGE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**ARCHITECT OF RECORD**

**AGREEMENT NO. PS954**

**THIS AGREEMENT** dated as of April 11, 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 Wight & Company, an Illinois corporation with offices at 656 W. Randolph, Suite 4W, Chicago, IL 60661, (the "**Architect**"), at Chicago, Illinois.

**BACKGROUND INFORMATION**

**THE COMMISSION** on behalf of the **City of Chicago Police Department** (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: 9th District Police Station and Parking Structure**

**3100 South Halsted Street**

**Chicago, Illinois 60608.**

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

The Architect 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 Architect deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Architect represents that it is qualified and competent by education, training and experience to prepare drawings, specifications and construction documents necessary to complete the Project in accordance with standards of reasonable professional skill and diligence.

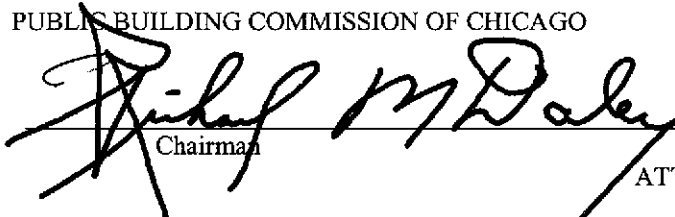
The Construction Budget for the Project as determined by the Commission is **\$22,000,000.00**, and the Architect confirms to the Commission that such Budget based upon current area, volume or other unit cost and the requirements of the Project is reasonable for the construction of the Project.

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

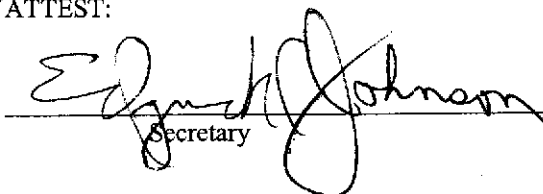
NOW THEREFORE, The parties agree on the Terms that follow:

SIGNED on : 08 / 09 / 2006

PUBLIC BUILDING COMMISSION OF CHICAGO

  
Chairman

ATTEST:

  
Secretary

ARCHITECT:  
Wight & Company

BY: \_\_\_\_\_  
Secretary/Assistant Secretary

BY: *[Signature]*  
President/Vice President

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: \_\_\_\_\_  
State of: \_\_\_\_\_

Subscribed and sworn to before me by JAMES C. MAIRK and \_\_\_\_\_ on behalf of  
Architect this 2<sup>nd</sup> day of AUG, 2006.

*Carolyn White*  
Notary Public  
My Commission expires:

(SEAL OF NOTARY)

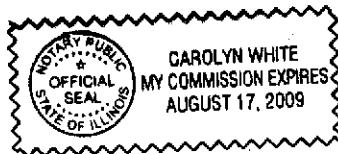


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TERMS

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 Architect-of-Record Services, between the Commission and the Architect, 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. **Architect.** 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. **Change in Scope of the Project** means a substantial change in the prototype, whether by alteration, addition, or deletion therefrom, which necessitates a revision in the basic services and compensation of the Architect and is approved in writing by the Commission. Changes are only "Major or Substantial" if items have been raised and tracked through regular project meetings documentation and if the time exceeds 20 hours per issue. The Architect will track and keep time records, and if the time exceeds 20 hours per issue, will inform the Commission in writing. Failure to provide timely notice to the Commission will be treated as a waiver of the Architect's later claim for additional compensation. Changes to the scope of the project that are not "Major or Substantial" as defined here do not entitle the Architect to additional compensation.
- iv. **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 Architect, Portfolio Manager or designated consultant or consultants, including the Commission's authorized representative, as designated by the Commission in writing.
- v. **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 Architect in accordance with this Agreement. The Construction Budget does not include any payments made to the Architect or subcontractors or reimbursable expenses pursuant to Schedule C. The Construction Budget does not include site preparation, environmental, demolition, building abatement/demolition related activities.
- vi. **Construction Estimate.** An independent opinion of the probable cost of construction prepared. Based on information provided by the Architect.
- vii. **Contingent Additional Services.** Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.
- viii. **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.
- ix. **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- x. **Deliverables.** The documents, in whatever format requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required under this Agreement to provide to the Commission.
- xi. **Key Personnel.** Those job titles and individuals identified in Schedule E.
- xii. **Record Documents.** Drawings showing significant changes in the work made during construction, based on marked-up prints, drawings, shopdrawings and other data furnished by the contractor to the architect. Documents should be prepared in an electronic format approved by the Commission.



- xiii. **Services.** Collectively, the duties, responsibilities and tasks that are necessary to allow the Architect to provide the Scope of Services required by the Commission under this Agreement.
- xiv. **Special Consultants.** Include but are not limited to, masonry, roofing, and elevator subcontractors and are eligible for reimbursement under the terms of the Agreement.
- xv. **Subcontractor.** Any person or entity hired or engaged by or through the Architect to provide any part of the Services, including subconsultants of any tier.
- xvi. **Technical Personnel.** Includes partners, officers and all other personnel of the Architect, including technical typists assigned to the Project, exclusive of general office employees.
- xvii. **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 Architect for reference.
- xviii. **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 Architect 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 Architect acknowledges that Architect 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. The Architect must verify the completeness and accuracy of all Project Documents, including information in the Transfer 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 Architect, and the Architect 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 Architect.
- b. Key Personnel. The Architect must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Architect 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 Architect 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 Architect 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 Architect 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 Architect to the Commission and with prior written consent of the Commission.

d. Nondiscrimination. In performing under this Agreement the Architect will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 *et seq.* (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 *et seq.*; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code (1990), as amended. The Architect 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 Architect, 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 Architect 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 Architect 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 Architect, out of payments due to the Architect, 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 Architect 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 Architect 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 Architect 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 Architect 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 Architect must maintain accurate and complete records of expenditures, costs and time incurred by the Architect and by consultants engaged by the Architect in connection with the Project and the Services. Such records will be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Architect's offices upon reasonable notice during normal business hours. The Architect 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 Architect 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 Architect must use every reasonable effort to expedite performance of the Services and performance of all other obligations of the Architect under the Agreement and any other agreements entered into by the Commission which are managed or administered by the Architect as a result of the Architect's engagement under the Agreement.
- j. Compliance with Laws. In performing its engagement under the Agreement, the Architect 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 Architect may be scheduled upon the Commission's request, at mutually agreeable times and locations. The Architect will cause such meetings to be attended by appropriate personnel of the Architect engaged in performing or knowledgeable of the Services. The Architect will document the results of these Progress Meetings and distribute the minutes of the meetings to all parties.
- l. Defects in Project. The Architect must notify the Commission immediately if the Architect obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including construction defects, cost overruns or scheduling delays.
- m. Performance Standard.
- i. The Architect 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 practicing design professionals performing similar services in the same locality at the same site and under similar circumstances and conditions. The Architect 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 Architect to perform the Services in the manner required by the Agreement.
  - ii. The Architect 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 Architect must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Architect remains responsible for the professional and technical accuracy of all Services furnished, whether by the Architect 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 Architect 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 Architect fails to comply with the obligations under the standards of the Agreement, the Architect 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 Architect 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 Architect either under the Agreement, at law or equity.
- n. 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 Architect, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any changes absent such written amendment.
- o. Energy Conservation Ordinance. Whenever the Project requires design of new buildings or structures, additions or alterations of existing buildings or structures or a portion of them, the Architect must comply with the provisions of the Energy Conservation Ordinance, Chapter 18-13 of the Municipal Code of Chicago. The Architect 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.
- p. Compliance with The Chicago Standard. The City of Chicago has adopted The Chicago Standard, a new set of construction standards for public buildings. The Chicago Standard was developed to guide the design, construction and renovation of municipal facilities in a manner that provides healthier indoor environments,

reduces operating costs and conserves energy resources. It also includes provisions for outfitting, operating and maintaining those facilities. The Chicago Standard takes advantage of new building technologies and practices to enhance the well-being and quality of life of everyone working in and using these buildings, as well as the neighborhoods in which they are located. The Architect will adhere to The Chicago Standard and achieve, at a minimum, the LEED™<sup>1</sup> rating of Certified.

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 Architect.

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 Architect at least 30 days before the effective date of termination. So long as the Architect is not in default under this Agreement at the time of termination, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of termination. The Commission may, however in its sole discretion, reimburse the Architect for actual expenses approved by the Commission.

c. Suspension by the Commission. The Commission also has the right, at any time and from time to time, with or without cause, to suspend the performance of the Architect hereunder with respect to all or any part of the Services, by written notice given to the Architect at least 5 days before the effective date of suspension. During the notice period the Architect must wind down its Services. So long as the Architect is not in default under this Agreement at the time of suspension, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension. If the Architect's performance is suspended more than 90 days under this provision, the Architect may, at its option, exercise its rights under this section to terminate this Agreement.

i. During the period the Architect's performance is suspended, the Architect is not entitled to incur fees or bill the Commission, except for Architect's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Architect's invoices or claims). The Architect may bill such time spent during a suspension only if the Architect's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule C. Participation in meetings at the request of the Commission is not considered to be resumption of the Architect's Services.

ii. If the Architect is required to resume its Services under this Agreement, the Commission will notify Architect in writing, giving Architect a reasonable period not to exceed 10 days to remobilize itself. The Architect may bill such time spent on remobilization. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule C the number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services set forth in Schedule A, establishing a revised Completion Date of Services, and Architect will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

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

e. Termination by the Architect. 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 Architect, or if the Commission suspends Architect's performance of its Services

<sup>1</sup> Leadership in Energy and Environmental Design

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 Architect 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 Architect under this Agreement for periods up to the effective date of termination. If Architect for any reason does not exercise its right to terminate hereunder, and if the Project and Architect's Services are later resumed, Architect will provide its Services as set forth in this Agreement without adjustment of compensation.

f. **Force Majeure** . Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect is not in default of any obligation of the Architect under the Agreement, the Commission will pay to the Architect, according to the terms of the Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension. The term "**force majeure**" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law. The term does not include, for example, typical Chicago inclement weather (i.e. weather the severity of which is less than a standard deviation from the 5-year mean for the Chicago Midway area as established by the National Oceanic and Atmospheric Administration) or labor strikes.

**6. COMPENSATION OF ARCHITECT; REIMBURSEMENT FOR EXPENSES**

The Commission will compensate the Architect 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 Architect, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:

i. **Information.** The Commission will provide the Architect 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 Architect and render decisions pertaining to them with reasonable promptness.

iii. **Site Data.** To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:

- (1) A certified survey of the site or sites 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.
- (2) A certified title.
- (3) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements
- (4) Title information as to restrictions, easements, zoning and deed restrictions.
- (5) Information concerning availability of both public and service and utility lines. See Schedule A for more details.

iv. **Tests and Reports.** To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and

reports from a consultant or consultants approved in writing by the Commission. See Schedule A for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule C.

- b. Limited Exculpation of Architect. The Architect is not liable to the Commission under the provisions of subparagraphs and for the substantive content of such tests and reports obtained from a consultant engaged by the Architect and approved by the Commission, but only if the Architect has exercised reasonable diligence in the selection of the consultant and also only if the Architect has caused the consultant to purchase and maintain professional liability insurance in accordance with Schedule D, protecting the Commission, the User Agency, and the Architect from any loss or claim arising out of the consultant's performance. See Schedule A and D for detailed requirements.
- c. Audits. The Commission has the right to abstract and audit the books of the Architect and its subcontractors on all subjects relating to the Project and/or the Services.
- d. 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 will not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of the Architect.
- e. 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.
- f. Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Architect or any party engaged by the Architect, 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 Architect 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 Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals 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 Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.
  - iii. The Architect 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 Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.

In addition, the Architect represents that the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the performance standard of this Agreement. Further, the Architect will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified for any damages resulting from any such future re-use or adaptation of the Work as may be authorized by the Commission.

**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 Architect, and each of them, and their respective commissioners, board members, officers, agents and employees, from all claims, demands, suits, actions, losses, costs and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the work under such contract, and that the contractor(s) and consultant(s) 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 Architect. The Architect must indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including 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 Architect's performance or non-performance of the agreement or of any error, omission or negligent or willfully wrongful act of the Architect, or and any person employed by the Architect, or and any Subcontractor retained by the Architect in connection with this Project.

**9. INSURANCE MAINTAINED BY THE ARCHITECT**

The Architect will purchase and maintain at all times during the performance of Services, for the benefit of the Commission, the User Agency and the Architect, insurance coverage which will insure the Commission, the User Agency and the Architect 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 Architect under the Agreement:
  - i. Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect 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 Architect by the Commission;
  - ii. Any representation or warranty of the Architect 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 Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
  - iv. Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
  - v. The Architect'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 Architect'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 Architect'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 Architect without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- vii. The Architect's default under any other agreement it presently may have or may enter into with the Commission. Architect 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 Architect, in which event the Commission has no further obligations hereunder or liability to the Architect except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right 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 Architect 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 Architect 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 Architect; 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 Architect 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 Architect that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. The Architect must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court. The Architect will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.



d. Architect Self-Help Prohibited. The Architect 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 Architect's claims against the Commission or User Agency will be considered to be bad faith on the Architect's part. This provision is not intended to prohibit the Architect 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 Architect under the Agreement are confidential, and the Architect must not make such reports, information or data must available to any party without the prior written approval of the Commission. In addition, the Architect 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 Architect is served with a subpoena requiring the production of documents or information which is deemed confidential, the Architect 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 Architect acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Architect and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Architect, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Architect undergoes a change in control, the change in control 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 Architect during any 12-month period. In the event of an assignment by the Architect without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Architect further acknowledges that the Architect represented to the Commission the availability of certain members of the Architect's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Architect must so notify the Commission in writing, and must assign other qualified members of the Architect's staff, as approved by the Commission, to the Project.

**14. RELATIONSHIP OF PARTIES**

Under the Agreement, the relationship of the Architect to the Commission is that of an independent contractor, and the Architect, 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. Architect's Authority. The Architect 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 Architect have been made with complete and full authority to commit the Architect 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 Architect 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 Architect 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 Architect or its subcontractors, and Architect 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 Architect 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 Architect. 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 Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings without additional compensation.
- Upon notice or discovery, and as directed by the Commission, the Architect 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 Architect 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 Architect.
- The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Architect's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to terms of the Agreement.
- If the Architect is terminated under the Agreement, the Architect will not be liable for any changes to the documents made by another Architect 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**

9th District Police Station and Parking Structure  
3100 South Halsted Street  
CHICAGO, ILLINOIS 60608

The Architect will provide all Services required to design and administer the construction of the Project. The term of this Agreement will terminate when all services required by this Agreement have been completed to the reasonable satisfaction of the Commission or the Completion Date of Services stated below, whichever is the later to occur.

**Commencement Date of Services**                      **April 17, 2006**

**Completion Date of Services**                      **April 30, 2008**

The Services are separated into phases which include Programming, Schematic Design, Design Development, Construction Documents, Bidding Phase Services, Construction Phase Services and Project Close-Out. Sections A.1 through A.3 describe professional services unique to the design of the police station. Sections A.4 through A.7 describe professional services unique to the design of the parking structure and site development. Sections A.7 through A.12 describe professional services in common to the entire project. The Deliverables (and any other work product) of each of the phases must be approved by the Commission in writing before commencement of the subsequent or dependent phase. 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 Architect 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 Architect 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 Jim Gallagher as the Commission's designated representative for the Project.

The Architect will:

**A.1. PROGRAMMING SERVICES - STATION**

- A.1.1 Begin the Programming Services phase immediately upon notification of award.
- A.1.2. Consult with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project.
- A.1.3. Identify and review with the Commission, the requirements of any federal, state, or local agencies having jurisdiction over various aspects of the Project.
- A.1.4. Apply The Chicago Standard to the Project and use best effort to achieve, the LEED<sup>TM</sup><sup>2</sup> rating of Gold Certified.
- A.1.5. Develop an overall design schedule, acceptable to the Commission and coordinate the schedule with the Commission's desired Project completion date.
- A.1.6. Submit documents for site development and a preliminary budget for the construction of the Project, inclusive of the parking structure, based on programming efforts.
- A.1.7. Immediately upon the Commission's review and written approval of the deliverables of the Programming Services phase, begin the next phase.

<sup>2</sup>Leadership in Energy and Environmental Design  
PS 954

**A.2. SCHEMATIC DESIGN SERVICES - STATION**

A.2.1. Include any modifications, as may be authorized by the Commission in the previous phase, and analyze the requirements of the Project, the conditions of the site and the survey, and consult with the Commission to establish the design, and the functionality and financial feasibility of the Project.

A.2.2. Upon direction from the Commission prepare a Schematic Design Report that includes, Code Analysis, Site Concepts, LEED Preliminary Scorecard, Parking Structure Schematic Plan, Project Budget and Project Schedule.

A.2.3. As required, review the schematic design report along with necessary value engineering items, if any, with the Commission and to align the Construction Budget with the Project.

A.2.4. At the completion of Schematic Design Services, transmit one complete copy of the final documents to the Commission for review and transmittal to the User Agency. In addition, make presentations to the User Agency as requested by the Commission. After the Commission's written approval of specific User Agency comments, incorporate any such comments into the Design Development Documents.

A.2.5. Immediately upon the Commission's review and written approval of the deliverables of the Schematic Design Services phase, begin the next phase.

**A.3. DESIGN DEVELOPMENT - STATION**

A.3.1. Review the Design Development Documents along with the necessary value engineering items, if any, with the Commission and incorporate modifications and revisions into the Design Development Documents to align the Construction Budget with the Project.

A.3.2. Using a complete set of Design Development Documents, reflecting all improvements described for the Project provide a Construction Estimate containing:

A.3.2.1. An overview of the updated Construction Estimate compared to Construction Budget in the Agreement.

A.3.2.2. A Construction Estimate Summary and Division Breakdown (User CSI).

A.3.2.3. Upon direction from the Commission prepare plans, elevations, sections, and outline specifications, as required, to describe the architectural, structural, mechanical, plumbing and electrical aspects of the selected design option for preparation of the Construction Estimate.

A.3.2.4. A summary of all approved Construction Estimate revisions.

A.3.3. At completion of this phase, transmit one complete set of the final Design Development Documents, including the updated Construction Estimate and details, to the Commission for review and transmittal to the User Agency.

A.3.3.1. If the updated Construction Estimate exceeds the Construction Budget in the Agreement, after review and comment and upon written request of the Commission, and without additional compensation continue to revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission until the revised Construction Estimate conforms to the Construction Budget in the Agreement. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Commission within a reasonable time (not to exceed 90 days) after notice and direction by the Commission.

A.3.3.2. If the Commission requests a Change in Scope of the Project, and after review and comment and upon written request of the Commission, and with additional compensation revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission.

A.3.4. Immediately upon the Commission's review and written approval of the deliverables of the Design Development phase, begin the next phase.

**A.4. PROGRAMMING SERVICES - PARKING STRUCTURE/ SITE**

- A.4.1. Begin the Programming Services phase immediately upon notification of award.
- A.4.2. Consult with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project.
- A.4.3. Confirm the programming needs for the proposed facility based upon information provided by the Chicago Police Department.
- A.4.4. Identify and review with the Commission, the requirements of any federal, state, or local agencies having jurisdiction over various aspects of the Project.
- A.4.5. Present 3 programming options for the parking structure and site for review by the Commission and the User Agency.
- A.4.6. Develop an overall design schedule, acceptable to the Commission and coordinate the schedule with the Commission's desired Project completion date.
- A.4.7. Submit documents for programming approval including functional adjacencies, square footage area, and final vehicle count of the Project.
- A.4.8. Immediately upon the Commission's review and written approval of the deliverables of the Programming Services phase, begin the next phase.

**A.5. SCHEMATIC DESIGN SERVICES - PARKING STRUCTURE/ SITE**

- A.5.1. Include any modifications, as may be authorized by the Commission in the previous phase, and analyze the requirements of the Project, the conditions of the site and the survey, and consult with the Commission to establish the design, and the functionality and financial feasibility of the Project.
- A.5.2. Based upon such analysis, prepare schematic drawings and design studies, a general description of the scope of the Project, a preliminary estimate of construction costs and an analysis of any re-zoning requirements for the Project. Present 2 schematic design options for the Project for review by the Commission and the User Agency.
- A.5.3. Upon direction from the Commission prepare plans, elevations, sections, and outline specifications, as required, to describe the architectural, structural, mechanical, plumbing and electrical aspects of the selected design option for preparation of the Construction Budget.
- A.5.4. As required, review the schematic design documents along with necessary value engineering items, if any, with the Commission and to align the Construction Budget with the Project.
- A.5.5. At the completion of Schematic Design Services, transmit one complete copy of the final documents to the Commission for review and transmittal to the User Agency. In addition, make presentations to the User Agency as requested by the Commission. After the Commission's written approval of specific User Agency comments, incorporate any such comments into the Design Development Documents.
- A.5.6. Immediately upon the Commission's review and written approval of the deliverables of the Schematic Design Services phase, begin the next phase.

**A.6. DESIGN DEVELOPMENT- PARKING STRUCTURE/ SITE**

- A.6.1. Prepare (based upon approved schematic drawings and design studies) plans, elevations and other drawings and outline specifications in order to fix and illustrate the size and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required (the " Design Development Documents").

A.6.2. Review the Design Development Documents along with the necessary value engineering items, if any, with the Commission and incorporate modifications and revisions into the Design Development Documents to align the Construction Budget with the Project.

A.6.3. Review the Commission's Environmental Consultant's scope of work, if any, incorporate design elements resulting from environmental remediation into the Design Development Documents and coordinate the work as appropriate.

A.6.4. Using a complete set of Design Development Documents, reflecting all improvements described for the Project provide an updated Construction Estimate containing:

A.6.4.1. An overview of the updated Construction Estimate compared to Construction Budget in the Agreement.

A.6.4.2. A Construction Estimate Summary and Division Breakdown (User CSI).

A.6.4.3. A summary of all approved Construction Estimate revisions.

A.6.5. At completion of this phase, transmit one complete set of the final Design Development Documents, including the updated Construction Estimate and details, to the Commission for review and transmittal to the User Agency. Make presentations to the User Agency as requested by the Commission. Any comments presented by the User Agency must be approved by the Commission before incorporating such comments into the Construction Documents.

A.6.5.1. If the updated Construction Estimate exceeds the Construction Budget in the Agreement, after review and comment and upon written request of the Commission, and without additional compensation continue to revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission until the revised Construction Estimate conforms to the Construction Budget in the Agreement. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Commission within a reasonable time (not to exceed 90 days) after notice and direction by the Commission.

A.6.5.2. If the Commission requests a Change in Scope of the Project, and after review and comment and upon written request of the Commission, and with additional compensation revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission.

A.6.6. Immediately upon the Commission's review and written approval of the deliverables of the Design Development phase, begin the next phase.

#### **A.7. CONSTRUCTION DOCUMENTS- STATION/ PARKING/ SITE**

A.7.1. Prepare and complete, based upon the approved Design Development Documents, all Construction Documents, including architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail all of the elements required for the architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment and site work as may be necessary in order to obtain bids for construction of the Project. Provide 3 half (1/2) size sets of completed Construction Documents and an electronic version in PDF format.

A.7.2. Include modifications, revisions and environmental remediation plan (as prepared by others) in the Construction Documents upon approval by and direction of the Commission.

A.7.3. Upon completion of the Construction Documents, update the Construction Estimate. Review the Construction Documents along with value engineering items with the Commission to align the Construction Budget with the Project.

A.7.3.1. If the Construction Estimate exceeds the Construction Budget in the Agreement by 10%, after review and comment and upon written request of the Commission, and without additional compensation, continue to revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission until the revised Construction Estimate conforms to the Construction Budget in the Agreement. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Commission within a reasonable time (not to exceed 90 days) after notice and direction by the Commission.

A.7.3.2. If the Commission requests a Change in Scope of the Project, after review and comment and upon written request of the Commission, and with additional compensation revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission.

A.7.4. At the completion of the Construction Document phase, transmit one complete copy of the final documents for such phase to the Commission for review and transmittal to the User Agency. In addition, make presentations to the User Agency as requested by the Commission. Any comments presented by the User Agency must be approved by the Commission before incorporating such comments into the final Bid Documents.

A.7.5. Immediately upon the Commission's review and written approval of the deliverables of the Construction Documents phase, begin the next phase.

**A.8. BIDDING PHASE SERVICES- STATION/ PARKING/ SITE**

A.8.1. Assemble and review all bid documents required for one (1) bid package. Review the necessary Instructions to Bidders, Proposal Forms, Contract Forms, General Conditions and Special Conditions of the Contract supplied by the Commission. Prepare any required project phasing plan(s) which will be included in bid documents. As directed by the Commission prepare bid packages in the Commission's approved format quantities.

A.8.2. Assist the Commission in soliciting bids by issuing Notice of Bid Opportunity letters for the work represented in the contract documents, drawings and specifications to all contractors on the applicable Commission pre-qualified list of qualified contractors eligible to bid on the work and Commission support agencies.

A.8.3. Attend and document all Pre-Bid Conference Meetings for one bid package.

A.8.4. Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Consider and document all written requests for product substitutions before receipt of bids.

A.8.5. Review bids and prepare an evaluation and recommendation for each General Contractor award relative to the Project and Construction Budget as directed by the Commission, and submit in a timely manner to the Commission for approval. Assist the Commission in negotiating an agreement with the contractor(s) to construct the Project.

A.8.6. If the lowest responsible bid, as determined by the Commission, obtained on any solicitation of bids, is in excess of 10% (ten percent) of the Construction Budget, the Commission may either award the construction contract to the lowest responsible bidder, or request that the Architect without additional compensation, make revisions of any or all of the Project including design, scope, quality, drawings, specifications, deletions and substitutions to the end that the construction cost not be in excess of the Construction Budget. Such revisions will be approved by the Commission. The right of the Commission to require such revision and re-bidding will not be exhausted by a single revision and re-bidding, but will be a continuing right until the lowest responsible bid received is within the Construction Budget.

A.8.7. Assist the Commission without additional compensation in fee, the Commission will compensate the Architect for reimbursable expenses, in the solicitation of new bids.

**A.9. CONSTRUCTION PHASE SERVICES- STATION/ PARKING/ SITE**

A.9.1. Visit the site on a bi-weekly basis to determine that the progress and quality of the work in place is in compliance with the schedule and Contract Documents. Prepare and submit a written report within three days of each visit. Immediately notify the Commission's Representative in writing of any deficiencies observed in the work.

A.9.2. As required during construction, interpret the meaning and intent of the Contract Documents, and with the Commission's concurrence, transmit such information to the General Contractor. If requested by the Commission, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

A.9.3. Review and approve schedules, samples, shop drawings, product data, as-built drawings, product substitutions and other submissions to assure compliance with the design concept of the Project and fulfillment of the General Contractor's obligations as set forth in the Contract Documents, including monitoring of the subcontractors' progress against the approved progress schedule.

A.9.4. Establish and maintain a complete library of all contract documents, addenda, bulletins, scope changes, approved shop drawings and material samples.

A.9.5. Review and monitor, on a monthly basis, the General Contractor's baseline and updated schedules for compliance with the individual milestone dates in the Contract Documents and the Master Project milestone dates.

A.9.6. Submit recommendations to the Commission for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions. Implement the Commission's procedures for processing scope changes, including applications for extensions of time.

A.9.7. Review contractors' applications for payment, invoices and other supporting documentation in accordance with the Commission's policies and procedures, and recommend action concerning contractors' periodic and final applications for payment. By issuing recommendations to the Commission for payment to contractors, represent to the Commission that, to the best of its knowledge, information and belief, the quality of the work for which payment is requested is in accordance with the Contract Documents, and the payment amount applied for by the contractor is justified. These provisions will not be construed as conferring any rights hereunder for the benefit of contractors, subcontractors, materialmen, workmen or employees, or any other persons performing portions of the work, nor as enlarging or altering the application or effect of existing lien laws. Attend and participate in regularly scheduled "pencil draw" meetings for approval of contractor pay requests. Review and approve within 3 business days all corrected payment applications and transmit fully executed copies of them for approval and payment by the Commission.

A.9.8. Issue clarifications for proper execution of the work required by the Contract Documents; provided, however, not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents.

A.9.9. Review the work to establish the date of substantial completion of the Project.

#### **A.10. PROJECT CLOSE OUT**

A.10.1. Conduct a comprehensive walk thru of the Project with the Commission and User Agency to verify that the materials furnished and the work performed are substantially compliant with the Contract Documents. Based upon this inspection prepare a written punchlist of outstanding items, consolidating items from the Commission and User Agency, and submit to general contractor with copies to the Commission and User Agency.

A.10.2. Coordinate with the General Contractor to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the contract documents. Make recommendations as to the withholding of payments to the General Contractor. Determine the value of any uncorrected and/or deficient work. Coordinate equipment and systems training sessions for User Agency personnel.

A.10.3. Coordinate with the General Contractor to expedite the preparation and delivery of Record Documents and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved Record Documents to the Commission upon completion of the Project.

A.10.4. The completion date for this Project will be no later than the Term as defined in this Schedule. Services required after the completion date will be considered additional services and compensated according to Schedule C.



A.10.5 Conduct a comprehensive final inspection of the Project with the Commission to verify that all punchlist items are complete and compliant with the Contract Documents.

A.10.6 Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance and obtain from the General Contractor a sworn statement stating that all debts, liabilities and demands on account of work and materials furnished with respect to the Project have been fully paid, released and discharged and that nothing is due to subcontractors, mechanics or materialmen. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

**A.11. ADDITIONAL RESPONSIBILITIES AND REPRESENTATIONS**

A.11.1. Secure the services of the any necessary Special Consultants with the approval of the Commission.

A.11.2. As required participate in value engineering efforts.

A.11.3. During Design and Construction Document phases conduct bi-weekly, at minimum, meetings with the Commission, User Agency, special consultants. Review all aspects of the Project as necessary, including schedule, submittals, scope changes, information requests, pending issues and field problems. Prepare meeting minutes and distribute to all parties in attendance within 5 business days.

A.11.4. The Architect agrees that in performing this Agreement it will comply with all applicable local, state and federal ordinances, laws and regulations including the Illinois Environmental Act (415 ILCS 4/1 et. seq.) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12010 et. seq.), including standards and regulations issued pursuant to these Acts. In those instances where compliance with the above-mentioned statutes do not require accessibility for persons with physical disabilities, the following minimum accessibility standards will apply to any public facility for which aggregate construction and rehabilitation costs of \$500,000 or more will have been incurred during any 30-month period:

A.11.4.1. Access to the first floor, preferably through the main entrance; and

A.11.4.2. Accessible first-floor toilet facilities.

A.11.5. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, street and alley vacations, permits, licenses, fees, or other approvals, as applicable, that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project.

A.11.6. The Architect will use best efforts to administer and record the architectural and engineering portion of the process for to achieve, the LEED™ rating of Gold Certified. Verify compliance and submit the completed application and documentation as directed by the Commission.

**A.12. CONTINGENT ADDITIONAL SERVICES**

Provide any or all of the following Contingent Additional Services as may be authorized in writing with additional compensation by the Commission:

A.12.1. Select and coordinate the bidding and installation of Fixtures, Furnishings and Equipment (FF&E) not covered in the Project, sculpture, murals and other related features and special equipment not included in the construction contract.

A.12.2. Furnish consulting services after occupancy of the building in connection with the operation of the building, including various electrical and mechanical systems.

A.12.3. Provide consultation concerning replacement of any work damaged or destroyed by fire or other cause during construction and furnish additional services as may be required in connection with the replacement of the work.

A.12.4. Provide additional services made necessary by the default of the contractor in the performance of the construction contract.

A.12.5. Furnish additional services required in connection with additional site demolition beyond that described in the original Project.

A.12.6. Provide all measured drawings of existing construction as required for the completion of the Project.

A.12.7. Provide prototype modifications as required by the Commission.

A.12.8. Provide presentation material, such as professional renderings, scale models, or mock-ups.

A.12.9. Furnish additional services required for the coordination of specialty consultant services.

A.12.10. Provide additional construction administration services beyond those described in this agreement.

**SCHEDULE B  
TRANSFER PROJECT DOCUMENTS**

- 1) **PD-7 - Dwg. Files and Specifications - Drawing Files and Specifications - Drawing Files and Specifications, dated June 25, 2004 and received May 10, 2006.**
- 2) **PD-15 - Dwg. Files and Specifications - Drawing Files and Specifications - Drawing Files and Specifications, dated February 15, 2002 and received May 10, 2006.**
- 3) **Tour of PD-15 Site, May 4, 2006.**
- 4) **Tour of PD-20 (Garage), May 16, 2006.**
- 5) **Tour of PD-16 (Garage), May 16, 2006.**
- 6) **PD-15 change orders 1-25, without backup, various dates.**
- 7) **PD-15 pay application for contract 1292. Dated February 15, 2006.**

**SCHEDULE C  
COMPENSATION OF THE ARCHITECT**

**C.1. ARCHITECT'S FEE**

C.1.1. The Commission will pay the Architect for its services a total Fixed Fee (" Fee") of \$726,000.00. 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 Architect's full fee for Basic Services. The fee will be allocated and payments made on a monthly basis as follows:

	<u>POLICE STATION</u>	<u>PARKING STRUCTURE</u>
Programming and Schematic Design	\$18,400.00	\$42,500.00
Design Development	\$75,000.00	\$50,000.00
Construction Documents	\$221,400.00	\$87,500.00
Bidding Phase Services	\$32,000.00	\$7,500.00
Construction Phase	\$103,400.00	\$57,500.00
Project Close-out	\$25,800.00	\$5,000.00

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

**C.2. BILLING RATES**

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

Position Title		Maximum Hourly Rate including Multiplier
Principal		\$150.00
Senior Project Manager		\$125.00
Project Manager	Senior Architect/Engineer	\$115.00
Project Architect/Engineer	Field/Technical Specialist	\$95.00
Architect/Engineer	Designer	\$80.00
CADD Draftsman	Intern Architect/Engineer	\$70.00
Clerical/Administrative		\$50.00

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

**C.2.2. Indirect Personnel Expenses**

C.2.2.1. Workmen's Compensation Insurance.

C.2.2.2. Social Security Tax.

- C.2.2.3. Unemployment Insurance.
  - C.2.2.4. Health insurance Benefits.
  - C.2.2.5. Long Term Disability Insurance.
  - C.2.2.6. Other Statutory and Non-Statutory Employee Benefits.
  - C.2.2.7. Pensions and Similar Contributions.
- C.2.3. Indirect Administrative Expenses:
- C.2.3.1. Telephone Service including Local Calls.
  - C.2.3.2. General and Administrative Expense including Overhead.
  - C.2.3.3. General Liability, (Excluding costs for Insurance Premiums on Special Consultant(s) and Trade Contractors) Professional Liability, Valuable Papers, Auto and other Insurance as mandated by the Contract.
  - C.2.3.4. Computer Charges.
  - C.2.3.5. Postage and Handling.
  - C.2.3.6. Parking and Mileage.
  - C.2.3.7. Other items not specifically identified below as "Reimbursable Expenses".
- C.2.4 Profit.

**C.3. REIMBURSABLES**

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

- C.3.1.1. Plotting, printing and reproduction of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission. One coordination set will be provided to each consultant at the conclusion of schematic, design development and construction document phases.
- C.3.1.2. Distribution of drawings, specifications, and presentation materials requested by the Commission, or required for scheduled reviewed of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission.
- C.3.1.3. Plotting, printing, reproduction and distribution of drawings and specifications for the purposes of soliciting contractor bids, issuing documents for building permit and issuing documents for construction.
- C.3.1.4. Printing and distribution costs associated with shop drawing and submittal reviews during construction.

C.3.2. Costs of these expenses are on a not to exceed basis of \$75,000.00.

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

- C.3.3.1. Expense of transportation and living of principals and employees traveling in connection with the Project, but not including travel and expense to and from the job site or within a 50-mile radius of downtown Chicago. Travel expenses include coach air fare, hotel and per diem costs, auto rental, fuel and insurance, and must be supported with proper documentation in the form of itemized invoices.
- C.3.3.2. Fees and costs of special consulting services requested by the Commission such as LEED commissioning, cost consulting, security, acoustical, masonry, roofing and elevator consultants will be paid as an additional reimbursable expense. Civil, structural, mechanical, electrical, plumbing and fire protection engineering and LEED consulting services are included within the Fixed Fee indicated in paragraph C.1.1.

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

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

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

C.3.4. The following are not reimbursable expenses:

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

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

**C.4. INVOICING**

The Architect will submit an original of its monthly invoice to the Commission's Finance representative for approval. Submittal of approved invoices to the Commission is the responsibility of the Commission's designated representative.

**SCHEDULE D  
INSURANCE REQUIREMENTS**

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

**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 \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission and the City of Chicago will be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

**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 Architect must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Commission and City of Chicago must be named as additional insureds on a primary, non-contributory basis.

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

**D.1.4. Professional Liability**

When any Architect, or Subcontractor, performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$5,000,000 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.

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

**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.1.6. Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. 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. The Public

Building Commission and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

**D.1.7.** The Architect is responsible for all loss or damage to Commission and/or City property at full replacement cost. The Architect 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 Architect.

## **D.2. ADDITIONAL REQUIREMENTS**

D.2.1. The Architect 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 Architect 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 Architect is not a waiver by the Commission of any requirements for the Architect to obtain and maintain the specified coverages. The Architect will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Architect 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 Architect 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 Architect.

D.2.5. The Architect agrees that insurers waive their rights of subrogation against the Commission, its employees, elected officials, agents, or representatives and the City of Chicago.

D.2.6. The coverages and limits furnished by Architect in no way limit the Architect'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 City of Chicago do not contribute with insurance provided by the Architect 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 Architect must require all its subcontractors to provide the insurance required in this Agreement, or Architect may provide the coverages for its subcontractors. All its subcontractors are subject to the same insurance requirements of Architect unless otherwise specified in this Agreement.

D.2.10. If Architect 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**

<u>NAME</u>	<u>FIRM</u>	<u>TITLE</u>
James C. Mark, Jr.	Wight	Principal
Matthew Duggan	Wight	Project Manager
George Gauthier	Wight	Project Architect

**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**

C. Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: **Architect of Record Services PD-9**

Description or goods or services to be provided under Contract: # PS-954

1. Full Legal Name of Contractor: Wight & Company
2. **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)
<b>SEE ATTACHED</b>			

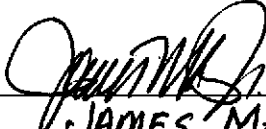
**Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained:** \_\_\_\_\_

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

**DISCLOSURE OF RETAINED PARTIES (continued)**

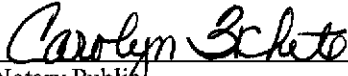
- b. The information provided in this Disclosure of Retained Parties is a material inducement to the Commission to execute the contract or other action with respect to which this Disclosure of Retained Parties form is being certified, and the Commission may rely on the information provided in it. Furthermore, 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.
- c. 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.
- a. 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.**

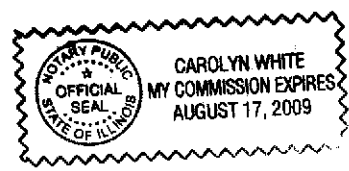
Signature:  Date: 08/02/06  
JAMES MARK JR. VICE PRESIDENT  
Name (Type or Print) Title

County of \_\_\_\_\_  
State of \_\_\_\_\_

Subscribed and sworn to before me this 2<sup>nd</sup> day of AUG 2006

  
Notary Public

My commission expires:



Notary Seal:

# ATTACHMENT

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Primera Engineering	100 S. Wacker	Subcontractor	\$ 168,800 est.
Bauer Latoza	2241 S. Wacker	Subcontractor	\$ 22,500 est.
Larson Engineering	1488 Bond/Naperville	Subcontractor	\$ 38,700 est.
Phoenix Architects	5224 Main/Downers	Subcontractor	\$ 25,000 est.
Desman Associates	20 N. Clark	Subcontractor	\$ 250,000 est.
Wight Civil	2500 N. Frontage/Darien	Subcontractor	\$ 39,000 est.

# ATTACHMENT

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Primera Engineering	100 S. Wacker	Subcontractor	\$ 168,800 est.
Bauer Latoza	2241 S. Wacker	Subcontractor	\$ 22,500 est.
Larson Engineering	1488 Bond/Naperville	Subcontractor	\$ 38,700 est.
Phoenix Architects	5224 Main/Downers	Subcontractor	\$ 25,000 est.
Desman Associates	20 N. Clark	Subcontractor	\$ 250,000 est.

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**DISCLOSURE AFFIDAVIT**

Name: Wight & Company  
Address: 656 W. Randolph, #4W Chicago, IL 60661  
Telephone No.: 312.261.5700  
Federal Employer I.D. #: 36-2605840 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 James Mark, Jr., as Vice President  
(Name) (Title)  
and on behalf of Wight & Company  
("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 Illinois
- 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) Names of all directors of corporation (or attach list):  
Name (Print or Type) Title (Print or Type)  
SEE ATTACHED \_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Officers:

<u>Name</u>	<u>Title</u>
Mark T. Wight	Chairman, CEO
Patrick E. Cermak	Executive Vice President
Martha J. Adams	CFO
Kevin L. Havens	Senior Vice President

Directors:

<u>Name</u>	<u>Title</u>
Mark T. Wight	Chairman, CEO
Richard A. Carlson	Group President, Architecture
Peter H. Mesha	Group President, Engineering



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
<u>Mark T. Wight</u>	<u>2500 North Frontage Road, Darien, IL</u>	<u>100</u> %
_____	_____	_____ %
_____	_____	_____ %

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. 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

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

**SECTION 2. PARTNERSHIPS** N/A

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** N/A

- 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)

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- 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** N/A

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

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS** N/A

- 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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_____	_____	_____	_____
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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. 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-rigging<sup>2</sup> 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.<sup>3</sup>

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-rotating<sup>1</sup> 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 I 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 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.

N/A

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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/FEEES**

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.

N/A

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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.

N/A

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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 Restriction<sup>5</sup>, (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:

N/A

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(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.

  
Signature of Authorized Officer

James Mark, Jr.  
Name of Authorized Officer (Print or Type)

Vice President  
Title

312.261.5700  
Telephone Number


State of Illinois

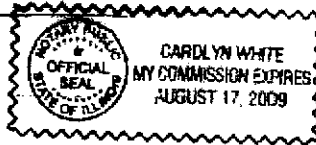
County of Cook

Signed and sworn to before me on this 21st day of April, 2006 by

\_\_\_\_\_ (Name) as \_\_\_\_\_ (Title) of

\_\_\_\_\_ (Bidder, Proposer or Contractor)

  
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.*) 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).

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## **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.