

PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1936

WITH
THORNTON TOMASETTI, INC.

TO PROVIDE
ENGINEERING SERVICES

FOR
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
3510 SOUTH MICHIGAN AVENUE
CHICAGO, ILLINOIS
PROJECT NUMBER 04610

Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

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

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

EXECUTION PAGE

THIS AGREEMENT effective as of December 21, 2012, 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 Thornton Tomasetti, Inc. with offices at 330 North Wabash Avenue, Suite 1500, Chicago, IL 60611 (the "Engineer"), at Chicago, Illinois.

Background Information – Recitals:

WHEREAS, The Commission on behalf of the City of Chicago (referred to in this Agreement as the "User Agency"), intends to undertake the construction and/or improvement of the Chicago Public Safety Headquarters Building in Chicago, Illinois based on the Scope of Services, ~~dated June 21, 2012 attached to~~ the Agreement (the "Project").

set forth in the Engineer's Proposal, dated June 22, 2012, which is attached hereto and incorporated in its entirety as part of

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

WHEREAS, the Engineer has consulted with the Commission and the User Agency, made site inspections, and taken such other actions as the Engineer deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Engineer 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.

WHEREAS, the Commission has relied upon the Engineer's representations in selecting the Engineer.

WHEREAS, the Commission desires to incorporate the following Exhibits, which are attached hereto, into this Agreement:

- Exhibit A– Disclosure of Retained Parties
- Exhibit B– Disclosure Affidavit
- Exhibit C– Special Conditions
- Exhibit D– Electronic File Transfer Agreement
- Exhibit E – W-9 Form

NOW THEREFORE, in consideration of the agreements, covenants, representations, obligations and privileges set forth in the Contract, and intending to be legally bound thereby, Commission and the Engineer, agree as follows:

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

NOW THEREFORE, the duly authorized representatives of the parties have executed this Agreement.

PUBLIC BUILDING COMMISSION OF CHICAGO

Ral Emanuel
Chairman

Date: _____

ATTEST:

[Signature]
Secretary

Date: 3/15/13

THORNTON TOMASETTI, INC.

[Signature]
Principal

Date: 2.4.2013

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by _____ and _____

on behalf of Engineer this 4th day of Feb, 2013.

Ronald M. Habbe
Notary Public

My Commission expires: 4/2/2013

(SEAL OF NOTARY)



Approved as to form and legality

Anne L. Fred
Neal & Leroy, LLC

Date: 2-27-2013

Thornton Tomasetti

Via email (grace.rappe@cityofchicago.org)

June 22, 2012

Ms. Grace Kuklinski Rappe, AIA, LEED AP
Director of Design
PUBLIC BUILDING COMMISSION OF CHICAGO
Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, IL 60602

**RE: PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES
PRECAST CONCRETE FAÇADE REPAIRS
CHICAGO POLICE HEADQUARTERS BUILDING
3510 SOUTH MICHIGAN AVENUE; CHICAGO, ILLINOIS**

Dear Ms. Rappe:

Thornton Tomasetti, Inc. (TT) is pleased to submit this proposal to the Public Building Commission of Chicago (Client) to provide architectural/engineering services in connection with the above referenced building.

I. DESCRIPTION OF THE PROJECT

The Chicago Police Headquarters building is a five-story reinforced concrete structure that was constructed by a design/build team and completed in June 2000.

Excessive concrete floor slab deflections were observed and the floors surveyed and assessed by others between 2000 and 2002.

In November 2010 it was observed that several of the exterior precast concrete wall panels were cracked. Subsequent investigations by others and by TT have determined that a design detailing flaw is present at the bearing connections of approximately 128 of the precast concrete panels, and that a repair at these connections is required.

Drawings and specifications need to be prepared for this work, so that the designed repairs can be accomplished.

In addition to repairs of the connections, this project will include exterior repairs to address the cracked concrete conditions, as well as any necessary and associated sealant repairs.

Lastly, the scope of the work shall include an updated floor slab survey to compare with previous surveys from 2000 and 2008.

Thornton Tomasetti

Ms. Grace Kuklinski Rappe, AIA, LEED AP
RE: PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES
PRECAST CONCRETE FAÇADE REPAIRS
CHICAGO POLICE HEADQUARTERS BUILDING
3510 SOUTH MICHIGAN AVENUE; CHICAGO, ILLINOIS
June 21, 2012 Page 2 of 8

II. SCOPE OF SERVICES

The Scope of Services anticipated for this project is as follows:

A. Investigation

1. TT will review any available and applicable existing reports, construction drawings, shop drawings, etc. for the façade and related components.
2. TT will perform a site visit(s) to visually review and quantify the location, extent, and type of deteriorated areas that are in need of repair. The visual review will be conducted by means of high-powered binoculars and cameras with telephoto lenses (i.e., TT will not be performing an up close, hands-on review of the façade via suspended scaffold).

B. Construction Documents (Drawings and Specifications)

1. TT will prepare construction documents that indicate the products and procedures that are necessary to perform the scopes of work.
2. The construction documents will be submitted to the Client for review once they are substantially complete (if requested, TT will meet with the Client to review the documents). Upon your authorization, TT will then finalize the construction documents for the bidding or negotiation process.

C. Bidding or Negotiation

1. TT will prepare a list of recommended, qualified restoration Contractors for your review and approval.
2. Once the bidders list is approved by the Client, TT will prepare Invitations to Bid and distribute copies of the construction documents to each bidder.
3. TT will facilitate an on-site, pre-bid meeting with the bidders to review the scope of work for the project.
4. TT will address any bidder questions that may arise, and prepare and distribute written addenda if necessary.
5. TT will receive and review the bids, and provide our recommendation for selecting a Contractor to perform the work.

Thornton Tomasetti

Ms. Grace Kuklinski Rappe, AIA, LEED AP
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3510 SOUTH MICHIGAN AVENUE; CHICAGO, ILLINOIS
June 21, 2012 Page 3 of 8

D. Construction Administration

1. Once a Contractor is selected, TT will facilitate a pre-construction meeting, at which we will discuss construction-related issues, access to the building, emergency contacts, construction schedules, etc.
2. If the work requires a building permit, TT will assist the Contractor in obtaining the permit by signing and sealing our drawings and a permit application. TT will also attend up to two meetings with the City to clarify portions of the project (commonly referred to as "open plan reviews").
3. We have estimated that the construction work for the actual repairs will be 14 weeks. We anticipate that the Construction Administration Services performed by TT will be required for one week before and after the construction work (two weeks total). We estimate that the duration of the Construction Administration Services will be 16 weeks, and will be adjusted accordingly based on the actual time associated with the construction work.
4. TT will periodically perform site visits to observe the work once construction has begun, and determine its conformance with the construction documents. Field reports will be issued after each site visit.
5. TT will review shop drawings, product submittals, samples, mockups, testing reports, etc., when required by the construction documents.
6. TT will prepare supplemental documents as necessary to clarify construction issues or unanticipated field conditions, and answer Requests for Information (RFIs).
7. TT will facilitate weekly progress meetings during the first four weeks of the construction phase, and meetings every other week thereafter to discuss construction issues, technical information, logistics, etc. Meeting minutes will be issued to the appropriate personnel within one week of each meeting.
8. TT will review the Contractor's applications for payment, and provide recommendations regarding payment to the Contractor.
9. After completion of the repair work, TT will conduct two punch list meetings with the Client and Contractor to closeout the construction work.

Thornton Tomasetti

Ms. Grace Kuklinski Rappe, AIA, LEED AP
RE: PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES
PRECAST CONCRETE FAÇADE REPAIRS
CHICAGO POLICE HEADQUARTERS BUILDING
3510 SOUTH MICHIGAN AVENUE; CHICAGO, ILLINOIS
June 21, 2012 Page 4 of 8

III. SCHEDULE

TT will begin working on the project within 5 business days of receiving a signed proposal.

We are anticipating the following schedule for our work:

- Investigation July 2012
- Construction Documents July/August 2012
- Bidding or Negotiation August 2012
- Construction Administration September through December 2012

IV. STAFFING

The project team will be led by William D. Bast, PE, SE, SECB, principal-in-charge for this project. Rachel Autenrieth, PE, SE and Alex Szatanek, ^{CDT} ~~CPD~~ ^{SE} will serve as project managers for TT for the structural and façade components, respectively.

V. CLIENT RESPONSIBILITY

Our contract will be with the Client. The Client shall be responsible to:

- A. Provide all applicable available drawings, specifications, shop drawings, reports, photographs, material submittals, and other building data, other than those already in our possession.
- B. Provide access to areas for any necessary review or survey, and obtain permission from adjacent buildings to work from their property, if required.
- C. Maintain the building in a safe condition at all times.
- D. Engage the services of an independent and qualified testing agency for materials evaluation, if deemed necessary at any point during the project.

It is understood that TT has the right to rely upon the accuracy and completeness of all data furnished to it.

VI. FEES

- A. TT proposes to provide the indicated scope of services for the following fees:
 - 1. Investigation – A Lump Sum Fee of \$5,000.
 - 2. Construction Documents – A Lump Sum Fee of \$25,000.

Thornton Tomasetti

Ms. Grace Kuklinski Rappe, AIA, LEED AP
RE: PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES
PRECAST CONCRETE FAÇADE REPAIRS
CHICAGO POLICE HEADQUARTERS BUILDING
3510 SOUTH MICHIGAN AVENUE, CHICAGO, ILLINOIS
June 21, 2012 Page 5 of 8

3. **Bidding** – A Lump Sum Fee of \$5,000.
4. **Construction Administration** – TT will perform these services on an hourly rate basis in accordance with the attached fee schedule. TT has estimated our fee based on \$2,500 per week (five business days) during which services are performed. We have estimated the construction period (defined as the period from the pre-construction meeting to the final punch list) to be 16 weeks. If the construction period differs from that stated above, the fee will be adjusted accordingly. Based on the 16-week schedule, our estimated Construction Administration fee is \$40,000.

B. Summary of Fees

Investigation	\$ 5,000
Construction Documents	\$ 25,000
Bidding	\$ 5,000
Construction Administration*	\$ 40,000
Total Estimated Amount =	<u>\$ 75,000</u>

- C. * The fees associated with the Construction Administration are estimated.
- D. Materials sampling and testing costs are not included in the above fees. TT recommends that the Client budget \$5,000 for these costs.
- E. In addition to the above, TT shall be reimbursed for all out-of-pocket expenses, such as cab fares, printing, photographic services, messenger service, and overnight mail, at our cost plus 10%.
- F. TT shall invoice the Client on a monthly basis, and payments shall be made within 30 days of receipt of our invoice. If payments are not received within this timeframe, TT reserves the right to stop work on the project until the account is brought current.
- G. The above-listed fees are based on TT being engaged to perform all of the proposed services. Should individual phases of work be selected the resultant fees may be slightly higher.

Thornton Tomasetti

Ms. Grace Kuklinski Rappa, AIA, LEED AP

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3510 SOUTH MICHIGAN AVENUE; CHICAGO, ILLINOIS
June 21, 2012

Page 6 of 8

VII. ADDITIONAL SERVICES

The following services are not included in the Scope of Services of this Agreement and are not included in the indicated fees. If authorized by the Client, TT will perform the following additional services at the hourly rates indicated in the attached Thornton Tomasetti, Inc. 2012 Chicago Office Hourly Billing Rates.

- A. Providing professional consulting services relative to work that is outside the Scope of Services described in Article II.
- B. Addressing existing conditions at the project site (and the adjacent sites if applicable) not provided to us at the start of the project.
- C. Accommodating significant scope changes including, but not limited to, significant differences in the Project scope, area, cost, or schedule, and revisions to architectural and/or MEP components (if applicable).
- D. Performing a close up, hands on examination of the façade from a suspended scaffold (swingstage) or aerial lift, during the investigation phase.
- E. Providing full-time observation of the work or special inspections, as described in the International Building Code.
- F. Field measuring and preparing "as-built" drawings of the existing conditions that will serve as the basis for our work.
- G. Processing submittals from the Contractor, which have not been solicited by the construction documents including, but not limited to, those related to loads imposed by the Contractor's temporary work, temporary equipment, construction crane, and/or construction hoists. In addition, processing submittals related to alternate designs and Contractor substitutions are not included.
- H. Performing invasive investigations to determine beam, slab, column, and/or foundation sizes/capacities and existing construction, whether or not indicated on the design or shop drawings.
- I. Serving as an expert witness or consultant in connection with any public or private hearing, arbitration, or legal proceeding.

Thornton Tomasetti

Ms. Grace Kuklinski Rappe, AIA, LEED AP
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CHICAGO POLICE HEADQUARTERS BUILDING
3510 SOUTH MICHIGAN AVENUE; CHICAGO, ILLINOIS
June 21, 2012

Page 7 of 8

for the Precast Concrete Façade
Repairs to the Chicago Police
Headquarters Building

VIII. TERMS AND CONDITIONS

Modified

- A. The TT Standard Conditions for Investigation and/or Design Services/ which are attached hereto, are made a part of this Agreement.
- B. TT and/or its divisions shall not be required to name any Contractor as an additional insured on TT's insurance policies; nor shall TT be required to indemnify any Contractor.
- C. If in connection with the services required by this agreement, TT is required to access any buildings, property, facilities or equipment such as scaffolding, lifts, platforms or ladders owned and/or controlled by other individuals or entities including the Client (collectively "Access"), the services related to Access are included only if expressly set forth in the Scope of Services. The Client and TT recognize that TT did not create and is not responsible for the existence of any unsafe or hazardous conditions in such buildings or facilities or on such property. The Client and TT further recognize that TT is not responsible for, and does not have control over, the erection, operation or maintenance of equipment such as scaffolding, lifts, platforms or ladders. Therefore, neither TT, nor any of its employees, shall be required to execute any document whereby they: i) waive or release any claims or rights with respect to personal injury or damage to property related to Access; or ii) indemnify, defend or save harmless any individual or entity with respect to any losses which may be sustained in connection with Access. TT agrees that in connection with Access, TT and its employees will exercise due care and will not behave in a reckless manner.
- D. This proposal expires in 60 days.

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Ms. Grace Kuklinski Rappe, AIA, LEED AP
RE: PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES
PRECAST CONCRETE FAÇADE REPAIRS
CHICAGO POLICE HEADQUARTERS BUILDING
3510 SOUTH MICHIGAN AVENUE, CHICAGO, ILLINOIS
June 21, 2012 Page 8 of 8

for the Precast Concrete Façade
Repairs to the Chicago Police
Headquarters Building

IX. TOTAL AGREEMENT

- A. This Agreement, consisting of the pages herein, the Thornton Tomasetti, Inc. 2012 Chicago Office Hourly Billing Rates and Thornton Tomasetti, Inc. Modified Conditions for Investigation and/or Design Services, constitutes the entire Agreement between the CLIENT and Thornton Tomasetti, Inc. for this project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

We look forward to the opportunity to be of service, and to your favorable response to our proposal. If the above conditions meet with your agreement, kindly sign and return this letter agreement, keeping the enclosed copy for your records.

Sincerely,

THORNTON TOMASETTI, INC.



Rachel Autenrieth, PE, SE
Senior Project Engineer



William D. Bast, PE, SE, SECB
Principal

WDB/bas

ACCEPTED AND AGREED TO:

PUBLIC BUILDING COMMISSION
OF CHICAGO

SIGNATURE

PRINTED NAME

TITLE

DATE

Thornton Tomasetti

CHICAGO OFFICE 2012 BILLING RATES

TITLE	HOURLY BILLING RATE
SENIOR VICE PRESIDENT/PRINCIPAL	\$270.00
VICE PRESIDENT	\$225.00
SENIOR ASSOCIATE	\$195.00
ASSOCIATE	\$180.00
SENIOR PROJECT ENGINEER/ARCHITECT/DIRECTOR	\$165.00
PROJECT ENGINEER/ARCHITECT/ DIRECTOR	\$145.00
SENIOR BUILDING INFORMATION MODELER	\$160.00
BUILDING INFORMATION MODELER	\$145.00
SENIOR FIELD ENGINEER	\$140.00
FIELD ENGINEER	\$135.00
SENIOR ENGINEER/ARCHITECT/DESIGNER	\$125.00
ENGINEER/ARCHITECT/DESIGNER	\$115.00
SENIOR CAD MODELER	\$115.00
CAD MODELER	\$95.00
SENIOR TECHNICIAN	\$105.00
TECHNICIAN	\$90.00
ADMINISTRATIVE SUPPORT STAFF	\$85.00

Notes: (1) Out-of-pocket expenses including, but not limited to, travel, computer, long-distance telephone calls, printing, courier service, mailings, and special consultants, will be billed at our cost plus 10%.

(2) Rates are effective through December 31, 2012.

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**Thornton Tomasetti, Inc. ("TT" or "Consultant")
Modified Standard Conditions for Investigation and/or Design Services
for Chicago Public Building Commission ("PBC" or "Client")
for Precast Concrete Façade Repairs to Chicago Police Headquarters Building**

- (1) TT will perform its services in accordance with the standards of skill and care generally exercised by other design firms in the same locale acting under similar circumstances and conditions.
- (2) Indemnification.
 - (a) Professional Indemnity. For claims alleging professional negligence, Consultant must indemnify and hold the PBC of Chicago and the City of Chicago and their respective commissioners, board members, officers, officials and employees (hereafter the "Indemnified Parties") free and harmless from and against all claims, demands, suits, losses, costs and expenses that may arise out of, but only to the extent caused by and in proportion to, the Consultant's negligent acts, errors and omissions and misconduct in Consultant's performance under this Agreement.
 - (b) General Indemnity. For all other claims, Consultant must protect, defend, indemnify, hold the Indemnified Parties free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the reasonable fees and expenses of attorneys, court costs and expert's fees, that may arise out of or be based on any injury to persons or property that is the result of, but only to the extent of, and in proportion to, the Consultant's negligent performance of the services under this Agreement or any subcontractor retained by the Consultant in connection with this Agreement.
 - (c) The indemnification obligations provided herein will be effective to the maximum extent permitted by law. This indemnity extends to all reasonable legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Parties, including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement, except as provided below in Paragraph 8. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. For claims subject to the general indemnity, Consultant shall be proportionally responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of Consultant even though the claimant may allege that the Indemnified Parties were in charge of the services or allege negligence on the part of the Indemnified Parties. The Indemnified Parties will have the right, at their sole option, to participate in the defense of any such suit, without relieving Consultant of its obligations hereunder. Following the resolution of any claim, whether by adjudication, settlement or otherwise, Consultant shall be reimbursed by the PBC for any costs expended in the defense of such claim but only to the extent that Consultant expended costs in excess of its proportional share of such adjudication, settlement, or other resolution.

Notwithstanding the forgoing, nothing herein obligates Consultant to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

- (3) TT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, or other toxic substances, infectious materials, or contaminants.
- (4) If TT is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with this project, TT shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached agreement.
- (5) TT shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

Thornton Tomasetti

- (6) The Client shall cause any Contractor responsible for construction of work designed or specified by TT or responsible for any other services relating to TT's services to indemnify TT to the fullest extent permitted by law against risks which are not normally borne by the design professions in the form of AIA Document A-201 - General Conditions of the Contract for Construction (1987 Edition), Section 3.18. Client shall also cause such Contractor(s) to name TT as an additional insured on Contractor's Comprehensive General Liability policy.
- (7) Drawings, specifications, reports, and other documents prepared by TT as instruments of services (the "TT Documents") shall become the property of the PBC, conditioned upon TT's actual receipt of final payment for all services rendered and expenses incurred, if any. Until such time that TT receives final payment, TT grants to Client, contingent on the Client's full and timely payment of all sums due under this Agreement, a license to use the TT Documents solely and exclusively for purposes of constructing, using, maintaining, but not altering and adding to, the Project. The forgoing license does not extend to any CADD files or 3D model created by TT unless expressly set forth in the Proposal. The license granted under this section permits the Client to authorize the contractor and subcontractors and material or equipment suppliers to reproduce applicable portions of TT Documents solely and exclusively for use in performing services or construction for the Project. Notwithstanding anything to the contrary, any transfer of ownership in the TT Documents specifically excludes any preexisting standard details, standard specifications, or standard reporting language, which TT shall retain, at all times, all ownership rights, include copyrights to these standard elements. Client further recognizes and agrees that the TT Documents are not to be used on other projects, additions, alterations, or extensions to this Project without TT's continued professional involvement.
- (8) It is expressly understood and agreed that, to the fullest extent permitted by law, TT's liability arising from any claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the project shall be limited to TT's available insurance proceeds, but shall not exceed stated minimum insurance coverage limits of the applicable policy as required herein.
- (9) Evaluation of the Owner's project budget, and/or estimates of construction cost, if included in TT's Scope of Services, represent TT's best judgment as a design professional familiar with the construction industry. It is recognized, however, that TT does not have control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, TT cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the Owner, if any, or from any statement of probable construction cost or other cost estimate or evaluation prepared by TT.
- (10) Review of Contractor submittals (for example, shop drawings), if included in TT's Scope of Services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. TT's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. TT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, TT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- (11) Periodic site visits, if included in TT's Scope of Services, shall mean that TT shall visit the site at intervals, appropriate to the stage of construction, or as otherwise agreed with Client in writing. The purpose of periodic site visits is to become generally familiar with the progress and quality of the work designed by TT and to determine in general if such work is proceeding in accordance with the Contract Documents. TT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work designed by TT. On the basis of such on-site observations as an engineer, TT shall keep Client informed of the progress and quality of the work designed by TT and shall endeavor to guard the Owner against defects and deficiencies in such work of the Contractor.
- (12) Full time project representation services, if included in TT's Scope of Services, shall mean that TT shall endeavor to provide further protection for the Owner against defects in the work designed by TT. The furnishing of such full-time project representation services shall not make TT responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. TT shall not have control or

Thornton Tomasetti

charge of and shall not be responsible for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work. TT shall not be responsible for the failure of the Contractor, Subcontractors or any other persons performing any work to carry out the work in accordance with the Contract Documents.

- (13) If the project is to be designed, bid and constructed according to a "fast track" schedule, in consideration of the benefits to the Client of employing the fast track process (in which design services overlap the construction work and are out of sequence with the traditional project delivery method), the receipt and sufficiency of which are hereby acknowledged, and in recognition of the inherent risks of fast tracking to TT, the Client hereby agrees to waive all claims against TT, its officers, directors, employees and subconsultants (collectively, Consultant) for design changes and for required modifications by contractor of portions of the Work already constructed due to the Client's decision to employ the fast track process. In addition, the Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the "fast tracking" of this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Consultant. The Client hereby further agrees to compensate the Consultant for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's program requirements because of the Client's decision to construct the Project in a fast track manner.
- (14) Reserved.
- (15) If the project is suspended or abandoned in whole or in part for more than three months, TT shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the provisions set forth in this Agreement, together with all reasonable termination costs and expenses.
- (16) The foregoing conditions are incorporated into any agreement under which services are to be performed by TT for the Client. If any of TT's Standard Conditions or portions thereof shall be adjudged null and void, it is agreed that the remaining Standard Conditions or portions thereof shall remain intact and be given full force and effect. These Standard Conditions shall not be construed to indemnify TT for its own negligence if not permitted by law, or to provide for any indemnification which would, as a result thereof, make the provisions of these Standard Conditions void, or to eliminate or reduce any other indemnification or right which TT has by law.
- (17) Insurance. "Consultant must provide and maintain at Consultant's own expense, until expiration or termination of this Agreement and during the time period following expiration if Consultant is required to return and perform any additional services, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.
- (a) Insurance to be provided:
- (i) 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 \$1,000,000 each accident, illness, or disease.
 - (ii) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 combined single limit per occurrence, and in the annual aggregate, for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago and City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work. Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.
 - (iii) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, if any, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 combined single limit per any one accident for bodily injury and property damage. The Public Building Commission of Chicago and City of Chicago must be named as Additional Insured on a primary, non-contributory basis. Subcontractors performing work for the Consultant must maintain limits of not less than \$1,000,000 per any one accident with the same terms herein.

Thornton Tomasetti

- (iv) **Professional Liability.** Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 per claim and in the annual policy aggregate covering Consultant's negligent acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per claim and in the annual policy aggregate with the same terms herein.
- (v) **Property.** The Consultant is responsible for all loss or damage caused by Consultant to Commission and/or City property at full replacement cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Consultant.
- (vi) **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.

(b) ADDITIONAL REQUIREMENTS

- (i) The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Public Building Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the PBC of any requirements for the Consultant to obtain and maintain the specified insurance. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the PBC retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.
- (ii) The PBC reserves the right to obtain copies of insurance policies and records, which may exclude or redact any confidential business information, from the Consultant and/or its subcontractors at any time upon written request.
- (iii) Consultant shall endeavor provide for 30 days prior written notice to be given to the PBC if coverage is substantially changed, canceled, or non-renewed.
- (iv) Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Consultant. All self-insurance, retentions and/or deductibles must conform to these requirements.
- (v) The Consultant hereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago and City of Chicago, their respective Board members, employees, elected officials, or representatives.
- (vi) Reserved.
- (vii) Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago and City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.
- (viii) Reserved.

Thornton Tomasetti

- (ix) The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.
- (x) If Consultant or its subcontractors desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

**EXHIBIT A
DISCLOSURE OF RETAINED PARTIES**

A. Definitions and Disclosure Requirements

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

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS1936
Description or goods or services to be provided under Contract: A/E consulting services
2. Name of Consultant: Thornton Tomasetti
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

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

4. The Consultant understands and agrees as follows:
 - a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant 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 Consultant and that the information disclosed herein is true and complete.

William D. Rast
Signature

2.4.2013
Date

WILLIAM D. RAST
Name (Type or Print)

PRINCIPAL
Title

Subscribed and sworn to before me

this 4th day of Feb 2013

Ronald M. Habbe
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

EXHIBIT B
DISCLOSURE AFFIDAVIT

Name: Thornton Tomasetti, Inc.

Address: 330 N. Wabash, Suite 1500, Chicago, IL 60611

Telephone No.: (312) 596-2000

Federal Employer I.D. #: 13-1251070 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 Consultant is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned WILLIAM D. RKT, as PRINCIPAL

(Name) (Title)
and on behalf of THORNTON TOMASETTI, INC.

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

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

Bidder/Proposer/Consultant 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 New York

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>List attached at end of Exhibit B</u>			
_____	_____	_____	_____
_____	_____	_____	_____

d. 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
<u>none</u>	_____	_____%
_____	_____	_____%
_____	_____	_____%

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

f. 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 such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

SECTION 2. PARTNERSHIPS

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

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

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Consultant is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

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

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

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

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

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

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

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

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

II. CONSULTANT CERTIFICATION

A. CONSULTANT

1. The Consultant, or any affiliated entities of the Consultant, or any responsible official thereof, or any other

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

official, agent or employee of the Consultant, 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:

- 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 Consultant or agent, partner, employee or officer of the Consultant is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Consultant or any agent, partner, employee, or officer of the Consultant is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Consultant 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 Consultant 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

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

transactions (federal, state or local) terminated for cause or default.

B. SUBCONSULTANTS

1. The Consultant has obtained from all sub-consultants being used in the performance of this contract or agreement, known by the Consultant at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Consultant, is not aware of any such sub-consultant or sub-consultant's affiliated entity or any agent, partner, employee or officer of such sub-consultant or sub-consultant'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 Consultant will, prior to using them as sub-consultants, obtain from all sub-consultants to be used in the performance of this contract or agreement, but not yet known by the Consultant at this time, certifications substantially in the form of this certification. The Consultant shall not, without the prior written permission of the Commission, use any of such sub-consultants in the performance of this contract if the Consultant, based on such certifications or any other information known or obtained by Consultant, became aware of such sub-consultant, sub-consultant's affiliated entity or any agent, employee or officer of such sub-consultant or sub-consultant'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 Consultant shall cause such sub-consultants to certify as to Section II(A)(5). In the event any sub-consultant is unable to certify to Section II(A)(5), such sub-consultant shall attach an explanation to the certification.
3. For all sub-consultants to be used in the performance of this contract or agreement, the Consultant shall maintain for the duration of the contract all sub-consultants' certifications required by Section II(B)(1) and (2) above, and Consultant shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Consultant will not, without the prior written consent of the Public Building Commission of Chicago, use as Sub-consultants any individual, firm, partnership, corporation, joint venture or other entity from whom the Consultant is unable to obtain a certification substantially in the form of this certification.
5. The Consultant hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its sub-consultant with any subcontract if such sub-consultant was ineligible at the time that the subcontract was entered into for award of such subcontract. The Consultant shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

1. The Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Consultant 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 Consultant 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 Consultant is unable to certify to any of the above statements [(Section II (C))], the Consultant shall explain below. Attach additional pages 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.

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

A Consultant 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).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

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

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

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, Consultant will not employ any sub-consultant in connection with the contract or proposal to which this Affidavit pertains without obtaining from such sub-consultant a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such sub-consultant'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 Consultant will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Consultant 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 Consultant. Furthermore, Consultant shall comply with these certifications during the term and/or performance of the contract.

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

V. VERIFICATION

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

The Consultant 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, Deputy Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

William D. Bast
Signature of Authorized Officer

WILLIAM D. BAST
Name of Authorized Officer (Print or Type)

PRINCIPAL
Title

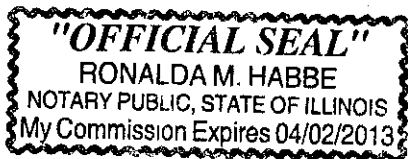
312.596.2014
Telephone Number

State of ILLINOIS

County of COOK

Signed and sworn to before me on this 4th day of Feb, 2013 by
WILLIAM D. BAST (Name) as Principal (Title) of
THORNTON TOMASETTI (Bidder/Proposer or Consultant)

Ronalda M. Habbe
Notary Public Signature and Seal



PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

Notes 1-5 Disclosure Affidavit

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

Thornton Tomasetti, Inc. Officers as of July 1, 2012

Last Name	First Name	Job title	Location
Brazil *	Aine	Vice Chairman	51 Madison Avenue New York, NY 10010
Burns **	Joseph	Managing Principal	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
DeScenza **	Robert	President	51 Madison Avenue New York, NY 10010
Gibbons **	Bruce	Senior Principal	6080 Center Drive, Suite 260 Los Angeles, CA 90045
Hofmeister *	Wyatt Steven	Senior Principal	912 Broadway, Suite 100 Kansas City, MO 64105
Panariello *	Gary	Managing Principal	51 Madison Avenue New York, NY 10010
Poon *	Dennis	Vice Chairman	51 Madison Avenue New York, NY 10010
Scarangelo **	Thomas	Chairman & CEO	51 Madison Avenue New York, NY 10010
Velivasakis *	Emmanuel	Managing Principal	51 Madison Avenue New York, NY 10010
Zhu *	Yi	Senior Principal	Shanghai, PRC

** Board of Director term expires in May of 2014

*Board of Director term expires in May of 2013

Officers

Scarangelo	Thomas	Chairman & CEO	51 Madison Avenue New York, NY 10010
DeScenza	Robert	President	51 Madison Avenue New York, NY 10010
Schreier	Jeffrey	Secretary/Treasurer	51 Madison Avenue New York, NY 10010

Other Officers

Abruzzo	John	Senior Principal	135 Main Street, Suite 850 San Francisco, CA 94105
Al Hashemi	Ahmed	Vice President	United Arab Emirates
Aniol	R. John	Vice President	12750 Merit Drive, Suite 750, LB-7 Dallas, TX 75251
Arita	Bruce	Senior Vice President	2211 Michelson Drive, Suite 460 Irvine, CA 92612
Bast	William	Principal	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Benassi	Carol	Vice President	2211 Michelson Drive, Suite 460 Irvine, CA 92612

Bieberly	Greg	Principal	12750 Merit Drive, Suite 750, LB-7 Dallas, TX 75251
Boyer	John	Vice President	51 Madison Avenue New York, NY 10010
Brown	Collin	Vice President	51 Madison Avenue New York, NY 10010
Chen	Albert	Senior Vice President	6080 Center Drive, Suite 260 Los Angeles, CA 90045
Chhabra	Narinder	Principal	51 Madison Avenue New York, NY 10010
Choi	Hi Sun	Senior Principal	51 Madison Avenue New York, NY 10010
Christoforou	Chris	Principal	744 Broad Street Newark, NJ 07102
Coggin	Mark	Principal	1617 JFK Boulevard, Suite 545 Philadelphia, PA 19103
Coleman	Patricia	Principal	12750 Merit Drive, Suite 750, LB-7 Dallas, TX 75251
Cooper	Sam	Vice President	51 Madison Avenue New York, NY 10010
Dannettel	Mark	Vice President	6080 Center Drive, Suite 260 Los Angeles, CA 90045
Dasher	William	Senior Vice President	555 12th Street, Suite 600 Oakland, CA 94607
Dennis	M. Stephen	Managing Principal	51 Madison Avenue New York, NY 10010
Dowdall	Donald	Vice President	912 Broadway, Suite 100 Kansas City, MO 64105
Ehsan	Fazl	Senior Principal	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Ellis	Mark	Vice President	2211 Michelson Drive, Suite 460 Irvine, CA 92612
Feuerborn	James	Principal	51 Madison Avenue New York, NY 10010
Fu	Guoyong	Vice President	51 Madison Avenue New York, NY 10010
Galletta	Leo	Principal	12750 Merit Drive, Suite 750, LB-7 Dallas, TX 75251
Gerasopoulos	Michael	Vice President	51 Madison Avenue New York, NY 10010
Gimelshteyn	Boris	Vice President	51 Madison Avenue New York, NY 10010
Gottlieb	Eli	Principal	51 Madison Avenue New York, NY 10010
Gutman	Abraham	Principal	51 Madison Avenue New York, NY 10010
Hamlin	Donald	Vice President	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Hartman	Darren	Principal	912 Broadway, Suite 100 Kansas City, MO 64105
Hollow	Neil	Vice President	Riyadh, Kingdom of Saudi Arabia
Honig	Robert	General Counsel	51 Madison Avenue New York, NY 10010
Hooshiar	Kiyou	Vice President	2000 L Street, NW, Suite 840 Washington, DC 20036
Hostetler	Wayne	Vice President	744 Broad Street Newark, NJ 07102
Hsiao	Ling-En	Senior Principal	51 Madison Avenue New York, NY 10010
Hubbard	Gunnar	Principal	386 Fore Street, Suite 401 Portland, ME 04101
Hyatt	Nicholas	Vice President	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Jezerinac	Ronald	Principal	101 NE Third Avenue, Suite 1170 Fort Lauderdale, FL 33301
Joseph	Leonard	Principal	6080 Center Drive, Suite 260 Los Angeles, CA 90045

Kadakia	Anjana	Senior Principal	744 Broad Street Newark, NJ 07102
Kahn	Steven	Vice President	101 NE Third Avenue, Suite 1170 Fort Lauderdale, FL 33301
Kalas	Jan	Senior Vice President	51 Madison Avenue New York, NY 10010
Kasperek	Edward	Senior Vice President	51 Madison Avenue New York, NY 10010
Kates	Zachary	Vice President	2000 L Street, NW, Suite 840 Washington, DC 20036
Kaufmann	Brett	Vice President	2211 Michelson Drive, Suite 460 Irvine, CA 92612
Kent	James	Chief Marketing & Communications Officer	51 Madison Avenue New York, NY 10010
Kopp	Jonathan	Vice President	2000 L Street, NW, Suite 840 Washington, DC 20036
Kornfeld	Robert	Vice President	51 Madison Avenue New York, NY 10010
Krall	Kyle	Senior Principal	United Arab Emirates
Lamartina	William	Vice President	744 Broad Street Newark, NJ 07102
Lassetter	Peter	Senior Vice President	555 12th Street, Suite 600 Oakland, CA 94607
Lew	Irwin	Principal	51 Madison Avenue New York, NY 10010
Malmsten	Brad	Vice President	101 NE Third Avenue, Suite 1170 Fort Lauderdale, FL 33301
Mancini	Gary	Senior Principal	51 Madison Avenue New York, NY 10010
Meade	Charles	Principal	51 Madison Avenue New York, NY 10010
Moisi	Sorin	Senior Vice President	51 Madison Avenue New York, NY 10010
Monteiro	Armindo	Vice President	744 Broad Street Newark, NJ 07102
Nacheman	Robert	Principal	744 Broad Street Newark, NJ 07102
Nacheman	Scott	Vice President	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Nam	Young	Vice President	2211 Michelson Drive, Suite 460 Irvine, CA 92612
Otani	Robert	Vice President	51 Madison Avenue New York, NY 10010
Otey	Dennis	Vice President	555 12th Street, Suite 600 Oakland, CA 94607
Pacitto	Steven	Principal	51 Madison Avenue New York, NY 10010
Pagano	Michael	Vice President	744 Broad Street Newark, NJ 07102
Panikiewsky	Richard	Vice President	744 Broad Street Newark, NJ 07102
Parker	Lance	Vice President	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Peck	Edward	Vice President	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Petrella	Libero	Vice President	51 Madison Avenue New York, NY 10010
Pinto	Christopher	Vice President	1617 JFK Boulevard, Suite 545 Philadelphia, PA 19103
Post	Carol	Principal	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Poulos	Thomas	Senior Principal	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Ravelo	Julio	Vice President	51 Madison Avenue New York, NY 10010
Ross	Gregory	Chief Information Officer	51 Madison Avenue New York, NY 10010

Schreier	Jeffrey	Chief Financial Officer & Principal	51 Madison Avenue New York, NY 10010
Sinn	Robert	Principal	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Squarzini	Michael	Senior Principal	51 Madison Avenue New York, NY 10010
Stadler	Robert	Vice President	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Stocks	Robert	Managing Principal	2000 L Street, NW, Suite 840 Washington, DC 20036
Storm	Gary	Senior Principal	912 Broadway, Suite 100 Kansas City, MO 64105
Sutton	Joseph	Senior Vice President	135 Main Street, Suite 850 San Francisco, CA 94105
Szycher	Stephen	Vice President	51 Madison Avenue New York, NY 10010
Tamaro	Mark	Senior Principal	2000 L Street, NW, Suite 840 Washington, DC 20036
Tamboli	Akbar	Principal	744 Broad Street Newark, NJ 07102
Thater	Glenn	Principal	51 Madison Avenue New York, NY 10010
Treece	Robert	Principal	912 Broadway, Suite 100 Kansas City, MO 64105
Vadnere	Umakant	Vice President	744 Broad Street Newark, NJ 07102
Vivenzio	Richard	Vice President	51 Madison Avenue New York, NY 10010
Volpe	Brian	Vice President	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Vyhaneck	Joseph	Senior Vice President	912 Broadway, Suite 100 Kansas City, MO 64105
Warner III	Hansford	Senior Vice President	912 Broadway, Suite 100 Kansas City, MO 64105
Weihing	David	Vice President	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Welton	Stanley	Principal	1400 16th Street, Suite 400 Denver, CO 80202
Werner	Wolfgang	Vice President	51 Madison Avenue New York, NY 10010
Wilford	Carl	Vice President	135 Main Street, Suite 850 San Francisco, CA 94105
Witkowski	Steven	Vice President	51 Madison Avenue New York, NY 10010
Wrona	Peter	Vice President	555 12th Street, Suite 600 Oakland, CA 94607
Yala	Adam Abbas	Vice President	330 N. Wabash Avenue, Suite 1500 Chicago, IL 60611
Zborovsky	Leonid	Senior Principal	51 Madison Avenue New York, NY 10010
Zuo	Qing	Vice President	Beijing, China

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

**EXHIBIT C
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**

1. Policy Statement

- a. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Consultant must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Consultant also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (3) "Professional Service Contract" means a contract for professional services of any type.
 - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - (5) "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

(6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

(7) "Good faith efforts" means actions undertaken by a Consultant to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(8) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(9) "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
 - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Consultant may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Consultant subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

- f. A Consultant may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or the County of Cook must be submitted.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

(3) Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

(4) Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-bid conference;
 - (2) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
 - (4) Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
 - (5) Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
 - (7) As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

reasons for the Bidder's conclusion.

(8) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(9) General efforts made to assist MBE and WBE firms to overcome participation barriers.

c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:

(1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

(2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:

(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.

(4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.

(5) Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

(6) Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

(7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.

(9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

- b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

9. Reporting and Record-Keeping Requirements

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

10. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.
- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the Subconsultant's or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the subconsultant or supplier was misrepresented by the Consultant. If the Consultant is determined not to have been involved in any misrepresentation of the status of the disqualified subconsultant or supplier, the Consultant shall make good faith efforts to engage a qualified MBE or WBE replacement.

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Consultant to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Consultant shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Consultant of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

(1) The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

(2) The Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Consultant; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

(3) The Consultant's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms

(4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936**

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Consultant's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Consultant did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Consultant from entering into future contracts with the Commission.

14. Severability

- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

Schedule C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

Mla
WAB 2.9.2013

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Exhibit, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

**PUBLIC BUILDING COMMISSION OF CHICAGO
 ARCHITECTURAL/ENGINEERING SERVICES
 CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
 PS1936**

**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
 (1 of 2)**

*MKA
 WKS 24, 2013*

Name of Project: _____

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

 Title
 and duly authorized representative of

 Name of Professional Service Provider
 whose address is

In the City of _____, State of _____

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Consultant	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(2 of 2)

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

Name of Professional Service Provider (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS
(1 of 2)

Name of Project Chicago Public Safety Headquarters Building Contract Number _____

Date _____

STATE OF ILLINOIS }
COUNTY OF COOK }) SS

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

(Name of Affiant)

am the _____ and duly authorized representative of
(Title)

(Name of Company)

whose address is _____

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
TOTALS					

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Affiant)

(Date)

On this _____ day of _____, 20 _____,

before me, _____, the undersigned officer, personally

appeared _____, known to me to be the person described in the

foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

Notary Public
Commission Expires

(Seal)

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

EXHIBIT D
ELECTRONIC FILE TRANSFER AGREEMENT

ELECTRONIC FILE TRANSFER AGREEMENT

Between the Engineer and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: ELECTRONIC MEDIA

PROJECT NAME AND NO.:

DESCRIPTION OF DATA: This Agreement shall apply to all Electronic Drawings which are listed and otherwise identified in an attached cover letter(s) to the PBC

TERMS OF AGREEMENT:

1. The PBC acknowledges that it has requested Engineer to provide certain designs as electronic drawing file data in disk format and that the information contained on these disks is provided for its sole use and convenience. The PBC, at its own discretion, may choose to reassign this data to a third party, to whom all terms of this agreement shall also apply by obtaining the third party's signature on the line below and sending a signed copy to Engineer.
2. The undersigned further acknowledges that the true record of the design is the most recent printed copy of the design by Engineer and that errors and other changes may subsequently be introduced to the electronic format without the fault or knowledge of, and beyond the control of Engineer.
3. The PBC and Engineer hereby acknowledge and agree that to the extent the PBC, its agents, employees, consultants or contractors modify a design on electronic drawing file data such that the design differs from the last sealed hard copy prepared by the Engineer, the PBC shall be responsible for any cost or harm incurred by the PBC due such modification.
4. This Data is an instrument of professional service prepared by Engineer. Unless otherwise provided for in the Agreement, the reuse of this data, including designs and information included therein shall be at the sole risk of the user.

Engineer:

 2.4.2013
Engineer Authorized Signature [date]

Acknowledged and Accepted for:

 3.1.13
Signature of PBC Executive Director [date]

Acknowledged and Accepted by Third Party:

Signature of Third Party [date]

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECTURAL/ENGINEERING SERVICES
CHICAGO PUBLIC SAFETY HEADQUARTERS BUILDING
PS1936

EXHIBIT E
W-9 FORM

(W-9 FORM FOLLOWS THIS PAGE)

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) THORNTON TOMASETTI, INC.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) LOCKBOX 1187, PO BOX 8500	Requester's name and address (optional)
City, state, and ZIP code PHILADELPHIA, PA 19178-1187	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
1	3		-	1	2	5	1	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Jerry Noyola
	PHONE (A/C No. Ext): (770) 552-4225 FAX (A/C No.): (866) 550-4082
	E-MAIL ADDRESS: jerry.noyola@greyling.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Phoenix Insurance Company	NAIC # 25623
INSURER B: Charter Oak Fire Insurance	25615
INSURER C: St. Paul Fire & Marine Ins. Co.	24767
INSURER D: Travelers Casualty & Surety	19038
INSURER E: Lloyd's of London (Beazley)	37540
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12-13 (AOS & FL) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			680-7065L546 (AOS)	6/20/2012	6/20/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000
A				680-8008M19A (FL)	6/20/2012	6/20/2013	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BA-2A4309B0	6/20/2012	6/20/2013	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-13R9500B-12-NF	6/20/2012	6/20/2013	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTHER
	Y/N <input checked="" type="checkbox"/> N/A			UB-5930Y604	6/20/2012	6/20/2013	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			B1051ND010951Z	6/20/2012	6/20/2013	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Project #C12099.30. The Public Building Commission of Chicago & City of Chicago are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Workers Compensation Policies.

CERTIFICATE HOLDER	CANCELLATION
Public Building Commission of Chicago 50 West Washington Street Room 200 Chicago, IL 60602 ok eryl 2/8/13	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Matias Ormaza/JERRY