



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS  
 PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000  
 Mechanical Consulting Services – Gwendolyn Brooks College Prep – PS2033**

This Contract is made and is dated August 6, 2014 by and between:

**PBC:** Public Building Commission of Chicago  
 50 West Washington  
 Chicago, Illinois 60602 ("PBC") and

**Consultant:** Architectural Consulting Engineers  
 837 Hayes Avenue  
 Oak Park, IL 60302

For the Services of: Description of Services attached hereto as Exhibit A.

At a not to exceed dollar amount of:  
\$16,500.00.

**Project:** Gwendolyn Brooks College Prep  
 Mechanical Consulting Services  
 PS2033

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By: [Signature]  
 Erin Lavin Cabonargi

Title: Executive Director

Date: 8.15.14

**Consultant: Architectural Consulting Engineers**

By: [Signature]  
 MARK E. NUSSBAUM

Title: PRINCIPAL

Date: 8/12/14

**1. Performance Standard.** The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for

the Consultant to perform the Services in the manner required by the Contract.

**2. Failure to Meet Performance Standards.** If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

**3. Compliance with Laws.** In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

**4. Time Is Of The Essence.** Time is of the essence for this Contract.

**5. Invoices.** Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

**6. Compensation of Consultant.** The Commission shall pay the Consultant a **Not to Exceed Amount** and Expenses, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

**7. No Waivers.** Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

**8. Indemnity.** The Consultant shall defend, indemnify and hold the PBC the Board of Education of the City of Chicago and the City of Chicago and its commissioners, officers, agents, officials, and employees "the Parties" harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Parties harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS**  
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**Mechanical Consulting Services – Gwendolyn Brooks College Prep – PS2033**

Parties in defending any such claim.

**9. Taxes.** PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

**10. Insurance.** The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the Parties as an additional insured on a primary, non-contributory basis.

**11. Independent Contractor.** In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

**12. Changes to the Services.** The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

**13. Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

**14. Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

**15. Termination.** The PBC reserves the right to terminate this Contract at any time by providing written

notice to the Consultant.

**16. Notices.** All notices and other communications required under this Contract must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

**17. Remedies.** The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

**18. Governing Law.** The laws of the State of Illinois shall govern this Contract.

**19. Choice Of Forum.** Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

**20. Non-assignment.** The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

**21. Headings.** Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

**22. Partial Invalidity.** If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

**23. Amendments.** Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

**24. Binding Effect.** This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

**25. Entire Agreement.** This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS  
PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000  
Mechanical Consulting Services – Gwendolyn Brooks College Prep – PS2033  
EXHIBIT A  
DESCRIPTION OF SERVICES**

Consultant Services includes but limited to the following services

Architectural Consulting Engineers will provide Field Work & Investigation, review design, as built drawings, review applicable codes and design guides, construction documents, bidding & permitting, construction administrative services, visit the project and resolve in-field identified conflicts and also provide close out, walk through and punch list services.

**Commission Representative: Gina Johnson**

# Memorandum

Public Building Commission of Chicago • Richard J. Daley Center • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005



**Date:** July 30, 2014  
**To:** Raven DeVaughn  
**From:** Gina Johnson  
**Distribution:** Miguel Fernandez  
**File Code:** 03-04-09-01  
**Subject:** Architectural Consulting Engineers-Mechanical Consulting Services- Gwendolyn Brooks College Prep Academy

**Project Name:** Gwendolyn Brooks College Prep  
**Project Address:** 250 East 111<sup>th</sup> Street  
**Project Number:** 05240

Architectural Consulting Engineers (ACE) submitted a proposal to provide MEP Design of Renovation of Domestic Hot Water (DHW) & Dehumidification System for Gwendolyn Brooks College Prep Academy.

ACE has conducted one 3 hour site visit to determine current performance and document the piping system components, and one 2 hour site investigation to determine the current installation of the Pool Dehumidification System. ACE will provide Field Work & Investigation, Review design, as-built drawings, Review applicable codes and design guides, Construction Documents, Bidding & Permitting, Construction Administrative Services, Visit the project and resolve in field identified conflicts, Close Out, Walk Through, and Punch List Services.

ACE was chosen to complete this work because they have previously provided Mechanical Consulting Services and issued a report dated January 16, 2013 which outlined their findings and recommendation regarding the DHW System for the Gwendolyn Brooks Project.

Based on the proposal submitted by ACE to the PBC, it is my recommendation that ACE be awarded the contract for Mechanical Consulting Services for Gwendolyn Brooks College Prep Academy.

Gina Johnson  
Public Building Commission of Chicago  
Program Coordinator for Construction

End of Memorandum

**EXHIBIT B**  
**COMPENSATION OF THE CONSULTANT**

**B.1 CONSULTANT'S FEE**

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services in a **Not to Exceed Amount ("Fee") of \$16,500.00** for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.
- B.1.2. Consultant's Fee will include the review the replacement of the existing defective vault; visit the site and review against good industry practice, the original specifications and the general contractor's detailed plan. To verify the vault replacement plan is properly implemented and the geothermal system components are properly installed.
- B.1.3 Direct expenses include, planning meeting, construction administration and field report preparation and final punch list review and final meeting. All direct expenses must have prior written approval from the Commission prior to Consultant invoicing for payment.

# ARCHITECTURAL CONSULTING ENGINEERS

HVAC □ GSHP □ Sustainable Design □ Historic Buildings

March 13, 2014

Sent via email: [Darin.Triplett@cityofchicago.org](mailto:Darin.Triplett@cityofchicago.org)

Mr. Darin Triplett  
Public Building Commission of Chicago  
Richard J. Daley Center, Room 200  
Chicago, IL 60602

**RE: Proposal ACE #13102.1R1 – Mechanical Consulting Services: MEP Design of Renovation of DHW & Dehumidification Systems –Gwendolyn Brooks College Preparatory Academy**

Dear Mr. Triplett:

**Architectural Consulting Engineers (ACE)** is pleased to submit our proposal to provide mechanical consultation services for the renovation of: 1) Domestic Hot Water System to remediate performance issues being experienced; and 2) Pool Dehumidification Unit installation to correct operational issues - at the Gwendolyn Brooks College Preparatory Academy in Chicago. These services are provided based on our report issued January 16, 2013 which outlined our findings and recommendations regarding the domestic water system, two recent site visits to review both the dehumidifier installation and for functional testing of the domestic water system, and a meeting with the PBC and original design team. The following information outlines our understanding of the requirements of this project:

**Scope of Work** – ACE has been requested to provide design consulting services:

1. Domestic Hot Water: Finalize investigation and design a renovation plan to correct deficient system operation. This work will include:
  - a. On-site investigation and functional testing of the system to determine current performance and to document the piping system components. We have assumed one initial 3-hour site visit (which has already been completed) and one additional follow-up site visit for this field investigation.
  - b. Review of the relevant design and as-built drawings, specifications and shop drawing submittals.
  - c. Review of the relevant and applicable codes and design guides.
  - d. Prepare bid and construction documents that resolve the poor performance of the domestic hot water system. This work will include plumbing and electrical elements as needed.
  - e. Meet with bidding contractors on site as needed for a pre-bid walk-through.
  - f. Shop drawing review for materials and equipment.
  - g. Visit the project during the construction process to verify compliance with the design intent and to answer questions and resolve in field identified conflicts. We have assumed three visit during the construction process.
  - h. On-site verification of system performance through testing of system with contractor and PBC & CPS representatives present as required.
  - i. Close out the project by performing a walk through to prepare a punch list and a follow-up visits to document completion of all work.
2. Pool Dehumidification: Finalize investigation and design a renovation of the pool dehumidification system to correct the cause of performance issues related to this system operation: airside and waterside. This work will include:
  - a. On-site investigation to determine current installation – we have assumed one initial 2-

Email: [menussbaum@comcast.net](mailto:menussbaum@comcast.net)

837 Hayes Avenue, Oak Park, Illinois, 60302

(708) 524-0272

hour site visit (which has already been completed) and additional follow-up site visits as needed to meet with the manufacturer and remediation contractor.

- b. Review of the relevant design and as-built drawings, specifications and shop drawing submittals.
- c. Review of the relevant and applicable codes and design guides.
- d. Review of the manufacturer commissioning and service reports and remedial action taken by the contractor.
- e. Prepare bid and construction documents that resolve the poor performance of the pool dehumidification system. This work will include mechanical, electrical and plumbing design elements as required.
- f. Meet with bidding contractors on site as needed for a pre-bid walk-through.
- g. Shop drawing review for materials and equipment.
- h. Visit the project during the construction process to verify compliance with the design intent and to answer questions and resolve in field identified conflicts. We have assumed three visits during the construction process.
- i. On-site verification of system performance through testing of system with contractor and PBC & CPS representatives present as required.
- j. Close out the project by performing a walk through to prepare a punch list and a follow-up visit to document completion of all work.

**Proposed Scope of Services** - In order to provide a fully coordinated and satisfactory project, our Proposed Scope of Services for each of the two scope of work items above are as follows:

1. *Field Work & Investigation* – Work in conjunction with your office and CPS staff to finalize the review of the existing conditions and the recommended solution to correct the deficient system operation.
2. *Construction Documents* - We will work in conjunction with your office to develop construction, bid & permit documents. Drawings will be prepared using AutoCAD 2014 or later, using background architectural files prepared by others and provided by your office. Specifications will be on the drawings.
3. *Bidding & Permitting* – After the construction documents are approved, we will assist your office in the bidding and permitting process as follows: During bidding and permitting, we will answer questions, assist as required to generate addenda and clarification information, and help facilitate the process so that both bidding and permitting goes as smoothly as possible; We will meet with the contractors
4. *Construction Administrative Services* - During construction we will be available for assistance, shop drawing review, construction meetings and field visits, as noted in the Scope of Work.
5. *Timeframe* – A schedule to begin work on this project would be negotiated after acceptance of this proposal. This proposal is valid for 90 days from the date above.
6. *Exclusions* - This proposal does not include the printing of drawing sets or specifications; out of area travel expenses; civil or structural design; central telephone or cable television system design; security or fire alarm system design; HVAC, plumbing or electrical drawings except as required for the noted scope of work; preparation of As-Built drawings after completion; re-draw as a result of plan changes after 90% drawings are submitted or in order to reduce the

**RE: Proposal ACE #13102.1R1 – Mechanical Consulting Services: MEP Design of Renovation of DHW & Dehumidification Systems –Gwendolyn Brooks College Preparatory Academy**

Page 3

March 13, 2014

construction costs; cost estimating; construction services; obtaining of permits; the furnishing of any materials; or any other design services unless expressly noted above. This fee proposal is for one, complete design package for each scope of work item.

7. *Payments* - Architectural Consulting Engineers will invoice monthly. All invoices are to be paid to Architectural Consulting Engineers within thirty (30) calendar days of date of invoice.
8. *Fees* - Architectural Consulting Engineers will perform the work described above, as indicated below:

Scope of Work Item #1: Domestic Hot Water System Redesign:

-Initial PBC meeting and site investigation (work already completed but not billed)	\$ 825.00
-Design Services and Investigative Work	\$ 5,700.00
-Construction Administrative Services (billed as Hourly, Not-to-Exceed)	\$ 2,250.00
<b>Total Fee Proposal – Scope Item #1</b>	<b>\$ 8,775.00</b>

Scope of Work Item #2: Dehumidification System Redesign as Required:

-Initial PBC meeting and site investigation (work already completed but not billed)	\$ 675.00
-Design Services and Investigative Work	\$ 4,800.00
-Construction Administrative Services (billed as Hourly, Not-to-Exceed)	\$ 2,250.00
<b>Total Fee Proposal – Scope Item #1</b>	<b>\$ 7,725.00</b>

Hourly work and additional work outside of this proposal shall be provided at an hourly rate of:

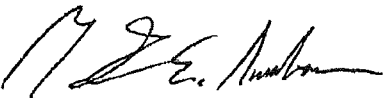
**Senior Engineer:** \$150.00/hour, through 2014

Reimbursable expenses will be billed at cost and shall include copy/plotting costs & delivery costs. No testing services are included as part of this proposal.

This proposal does not include any expert witness testimony, deposition, or trial preparation. Should those services be required we will negotiate these fees separately.

We hope that you find this proposal satisfactory. Thank you for your consideration on this project.

Respectfully submitted,  
**Architectural Consulting Engineers**



Mark E. Nussbaum, P.E.



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**(INSURANCE REQUIREMENTS ATTACHED)**

**ACE  
Gwendolyn Brooks  
Insurance Requirements**

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

**D.1. INSURANCE TO BE PROVIDED:**

**D.1.1. Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

**D.1.2. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence 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.

**D.1.3. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The 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 occurrence with the same terms herein.

**D.1.4. Professional Liability**

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering 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 occurrence with

the same terms herein.

#### **D.1.5. Property**

The Consultant is responsible for all loss or damage to Commission, Board 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

#### **D.1.6. 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.

### **ADDITIONAL REQUIREMENTS**

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 Consultant must submit evidence of insurance to the PBC prior to Agreement award. 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.

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

The insurance must provide for 30 days prior written notice to be given to the PBC if coverage is substantially changed, canceled, or non-renewed.

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.

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.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The insurance coverage and limits provided by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

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.

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

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.

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

The Public Building Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

**EXHIBIT D**  
**DISCLOSURE OF RETAINED PARTIES**

**(DISCLOSURE OF RETAINED PARTIES ATTACHED)**

**Attachment D**  
**DISCLOSURE OF RETAINED PARTIES**

**Definitions and Disclosure Requirements**

As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").

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.

"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.

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant: Architectural Consulting Engineers

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: \_\_\_\_\_

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 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.



Signature

8/12/14

Date

MARK E. NUSSBAUM

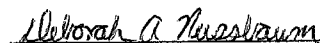
Name (Type or Print)

PRINCIPAL

Title

Subscribed and sworn to before me

This 12<sup>th</sup> day of August 2014



Notary Public



**EXHIBIT E**  
**M/WBE REPORT**  
**MBE/WBE Certifications**

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If "Yes" check and ATTACH copy of current Letter of Certification:

Certifying Agency:

City of Chicago \_\_\_\_\_

County of Cook \_\_\_\_\_

Category:

WBE \_\_\_\_\_

MBE \_\_\_\_\_

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/12/2014

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).

<b>PRODUCER</b> <b>USI Midwest - Euclid-Prof Liab</b> 234 Spring Lake Drive Itasca, IL 60143 630 694-3700	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>630 625-5225</b> E-MAIL ADDRESS: <b>ming.veeranantont@usi.biz</b> FAX (A/C, No): <b>610 537-9305</b>														
<b>INSURED</b> Architectural Consulting Engineers 837 N Hayes Ave Oak Park, IL 60302	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : <b>Travelers Indemnity Co of Amer</b></td> <td style="text-align: center;"><b>25666</b></td> </tr> <tr> <td>INSURER B : <b>Continental Casualty Company</b></td> <td style="text-align: center;"><b>20443</b></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Travelers Indemnity Co of Amer</b>	<b>25666</b>	INSURER B : <b>Continental Casualty Company</b>	<b>20443</b>	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : <b>Travelers Indemnity Co of Amer</b>	<b>25666</b>														
INSURER B : <b>Continental Casualty Company</b>	<b>20443</b>														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES                      CERTIFICATE NUMBER:                      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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	6802902L782	07/31/2014	07/31/2015	EACH OCCURRENCE    \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ <b>300,000</b> MED EXP (Any one person)    \$ <b>50,000</b> PERSONAL & ADV INJURY    \$ <b>2,000,000</b> GENERAL AGGREGATE    \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG    \$ <b>4,000,000</b> \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	6802902L782	07/31/2014	07/31/2015	COMBINED SINGLE LIMIT (Ea accident)    \$ <b>1,000,000</b> BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ \$ EACH OCCURRENCE    \$ AGGREGATE    \$ \$  <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT    \$ E.L. DISEASE - EA EMPLOYEE    \$ E.L. DISEASE - POLICY LIMIT    \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N/A						
B	Professional Liability			SFH113959731	02/16/2014	02/16/2016	\$ <b>2,000,000</b> each claim/ annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**RE: Gwendolyn Brooks College Prep, 250 East 111th Street, Chicago, IL.**  
 This Certificate is issued in respects to above referenced.

Professional Liability is written on a 'claims made' policy form.

<b>CERTIFICATE HOLDER</b>  Public Building Commission of Chicago 50 West Washington Chicago, IL 60602	<b>CANCELLATION</b>  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 
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