

DESIGN ARCHITECT SERVICES AGREEMENT
BETWEEN
PUBLIC BUILDING COMMISSION OF CHICAGO
AND
LEGAT ARCHITECTS
CONTRACT NUMBER PS2048B



Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

Public Building Commission
Room 200
Richard J. Daley Center
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Chicago, Illinois 60602
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RECITALS

Whereas, The Public Building Commission of Chicago ("**Commission**"), a municipal corporation and body politic organized and operating under the Constitution of the State of Illinois ("Commission" or "PBC") and on behalf of various clients including, but not limited to, the City of Chicago, Chicago Park District and Board of Education, (referred to collectively in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of various facilities;

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

Whereas, the Architect represents that it is qualified and competent by education, training and experience to prepare drawings, specifications and construction documents necessary to complete the Projects in accordance with standards of reasonable professional skill and diligence and to review drawings, specifications and construction documents prepared by others for conformity with landscape design standards established by the Commission;

Whereas, the Commission has relied upon the Architect's representations in selecting the Architect;

Whereas, This Agreement is made by and between the Commission and **LEGAT ARCHITECTS** ("Architect") for Services in connection stated herein:

Article I. INCORPORATION OF RECITALS

Section 1.01 The matters recited above, the "Background Information," are incorporated in and made a part of the Agreement.

Article II. DEFINITIONS AND USAGE

Section 2.01 Definitions. The following phrases have the following meanings for purposes of the Agreement:

- (a) *Agreement*. This Agreement for Design Architect Services, between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- (b) *Architect*. The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (c) *Authorized Commission Representative(s)*. One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
- (d) *Commission*. The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (e) *CW or CW System*. The on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
- (f) *Additional Services*. Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.
- (g) *Day*. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (h) *Deliverables*. The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required, under this Agreement, to provide to the Commission.

- (i) *Executive Director.* The person employed by the Commission as its Executive Director or the duly authorized representative thereof.
- (j) *Key Personnel.* Those job titles and individuals identified in Schedule D.
- (k) *Project.* Various Projects to be undertaken by the Commission on behalf of User Agency.
- (l) *Services.* Collectively, the duties, responsibilities and tasks that are necessary to allow the Architect to provide the Scope of Services required by the Commission under this Agreement.
- (m) *Subconsultant or Subcontractor.* Any person or entity hired or engaged by the Architect to provide any part of the Services required under the terms of this Agreement.
- (n) *Task Order.* A document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Architect, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.
- (o) *User Agency.* The governmental agency or agencies identified in the Background Information that requested the Commission to undertake the construction and/or improvement of the Project.

Section 2.02 Usage and Conventions

- (a) *Captions and Headings.* The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.
- (b) The term "include," in all its forms, means "include, without limitation" unless stated otherwise.
- (c) Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

Article III. INCORPORATION OF DOCUMENTS

The following documents are incorporated in and made a part of the Agreement. By executing the Agreement, the Architect acknowledges that Architect is familiar with the contents of each of such documents and will comply fully with all applicable portions of them in performing the Services.

Section 3.01 Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

Section 3.02 All Exhibits and Schedules attached hereto at the time of execution are a part of and fully incorporated into this Agreement.

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

Section 4.01 Engagement. The Commission engages the Architect, and the Architect accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended by an Amendment to the Agreement as provided below in Section 4.13.

Section 4.02 Key Personnel. The Architect must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Architect that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement in Schedule D. Upon that notice Architect must immediately suspend the Key Person or Key Persons from performing Services under this Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.

Section 4.03 Adequate Staffing. The Architect must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as

needed and qualified to perform the Services. The Architect must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule D. The level of staffing may be revised from time to time by notice in writing from Architect to the Commission and with prior written consent of the Commission.

Section 4.04 Nondiscrimination. In performing under this Agreement the Architect will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Architect will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

Section 4.05 Employment Procedures; Preferences and Compliance. Salaries of employees of the Architect, performing work under this Agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Architect will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et seq. If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Architect, out of payments due to the Architect, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Architect to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

Section 4.06 Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, and the Amended Resolution passed on June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

Section 4.07 Records. The Architect must maintain accurate and complete records of expenditures, costs and time incurred by the Architect and by consultants engaged by the Architect in connection with the Project and the Services. Such records will be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Architect's offices upon reasonable notice during normal business hours. The Architect must retain all such records for a period of not less than five calendar years after the termination of the Agreement. However, if there is a disagreement over fees, then five years or until a final resolution of the matter whichever occurs later.

Section 4.08 Compliance with Laws. In performing its engagement under the Agreement, the Architect must comply with all applicable federal, state and local laws, rules, and regulations. The Architect and its Subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission and the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010.

The Architect has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on April 5, 2013, which is available on the Commission's website at http://www.pbcchicago.com/pdf/RES_PBC_eccodeofethicsconsolApril%202013_20130405.pdf, and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.

Section 4.09 Defects in Project. The Architect must notify the Commission immediately if the Architect obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including construction defects, cost overruns or scheduling delays.

Section 4.10 Performance Standard.

- (a) The Architect represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Architect further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Architect to perform the Services in the manner required by the Agreement.
- (b) The Architect must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Architect must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Architect remains responsible for the professional and technical accuracy of all Services furnished, whether by the Architect or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.
- (c) The Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- (d) If the Architect fails to comply with the obligations under the standards of the Agreement, the Architect must perform again at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Architect of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Architect either under the Agreement, at law or equity.
- (e) Evaluations of the Commission's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Commission has 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.

Section 4.11 Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify errors, omissions or ambiguities. The Commission has a committee that reviews the project for alleged errors and omissions by the Architect. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim regarding the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings without additional compensation. Upon notice or discovery, and as directed by the Commission, the Architect will perform, without additional compensation, the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect, damages incurred by the Commission resulting from errors or omissions in the construction documents prepared by the Architect. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Architect's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to terms of this Agreement.

If the Commission and the Architect disagree with regard to the Architect's fault or as to whether the Architect is entitled to Additional Services for the work required by the Commission in this paragraph, then the Architect may assert a dispute pursuant to the provisions of this Agreement. However, the Architect must provide Services as directed by the Commission during the pendency of any dispute.

Section 4.12 Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Architect, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment absent such written amendment.

Section 4.13 Limitations on Sub-Consultants and Subcontractors. Architect must not use any business or individual who is

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

Section 4.14 Task Orders.

a. **Task Order Service Requests.** During the term of the Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under the Agreement (a "Task Order Service Request" or "TOSR"). Each such Task Order Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided by the Architect in responding to the Task Order Service Request.

b. **Task Order Proposals.** Architect must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, budget, Deliverables, a list of technical personnel who will perform the Services and any other information or documents listed in the Task Order Service Request. The Task Order Proposal must be submitted within the time specified in the Task Order Service Request. Any costs associated with the preparation of such Task Order Proposal are not compensable under the Agreement and the Commission is not liable for any such costs.

c. **Review Process.** The Commission will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Architect regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Architect negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Architect must submit a revised Task Order Proposal (based upon such negotiations) to the Commission.

d. **Notice of Approval of Task Orders.** All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director (or designee). Absent approval of a Task Order, as described below, the Commission will not be obligated to pay or have any liability to Architect for any Services or Deliverables provided by Consultant pursuant to such Task Order. An approved Task Order shall include, a signed approval on Commission letterhead, Architect's proposal, approved Certificate of Insurance, and an approved MBE/WBE Compliance plan.

f. **No Obligation.** Consultant acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include Consultant in any solicitation for Task Order Proposals.

Section 4.15 **CW System.** The Commission may require the Architect to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Architect must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Architect must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Architect as a result of the attendance of Consultant's personnel at CW System courses are not compensable by the Commission.

Article V. **TERM**

Section 5.01 **Duration.** The term of the Agreement begins on **January 1, 2015** and subject to the provisions in this section, shall continue for three years. At the sole discretion of the Commission, the Commission may exercise two additional one-year option years.

Section 5.02 **Termination by the Commission.** The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Architect at least 30 days before the effective date of termination. So long as the Architect is not in default under this Agreement at the time of termination, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of termination. The Commission may exercise any right of set off regarding Architect's failure to properly perform Services from payments that are due to Architect.

Section 5.03 **Suspension by the Commission.** The Commission also has the right, at any time and from time to time, with or without cause, to suspend the performance of the Architect hereunder with respect to all or any part of the Services, by written notice given to the Architect at least 5 days before the effective date of suspension. During the notice period the Architect must wind down its Services. So long as the Architect is not in default under this Agreement at the time of suspension, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension

- (a) During the period the Architect's performance is suspended, the Architect is not entitled to incur fees or bill the Commission, except for Architect's time for participating in substantive meetings concerning the Project (but not for meetings to discuss

Architect's invoices or claims). The Architect may bill such time spent during a suspension only if the Architect's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule B. Participation in meetings at the request of the Commission is not considered to be resumption of the Architect's Services.

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

Section 5.04 **Effect of Termination or Suspension.** Termination or suspension of this Agreement in whole or in part does not relieve the Architect from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Architect on or before the effective date of termination or suspension. In no event will the Commission be liable to the Architect for any loss, cost or damage, including lost profits, which the Architect or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided in it.

Section 5.05 **Force Majeure.** Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect is not in default of any obligation of the Architect under the Agreement, the Commission will pay to the Architect, according to the terms of the Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law.

Article VI. COMPENSATION OF ARCHITECT

Section 6.01 The Commission will compensate the Architect for the Services in the amount and manner set forth on Schedule B.

Section 6.02 **Maximum Compensation.** Architect's compensation under this Agreement shall not exceed **\$3,000,000** for the term of the agreement. The maximum compensation may be increased by amendment in accordance with Section 4.12.

Section 6.03 **Delays.** The Architect agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

Section 7.01 **General and Specific.** In connection with the administration of the Project by the Commission and the performance of the Agreement by the Architect, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:

- (a) **Information.** The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.
- (b) **Review of Documents.** Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.

- (c) **Site Data.** To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
- (i) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.
 - (ii) A certified title.
 - (iii) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements
 - (iv) Title information as to restrictions, easements, zoning and deed restrictions.
 - (v) Information concerning availability of both public and service and utility lines. See Schedule A for more details.
 - (vi) If the Architect does procure these or any other site information services at the request of the Commission, the Architect shall not be liable for the substantive accuracy or completeness of such services, nor shall the Architect be vicariously liable for the procured services.
- (d) **Tests and Reports.** To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. See Schedule A for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule B.

Section 7.02 Audits. The Commission has the right to abstract and audit the books of the Architect and its subcontractors on all subjects relating to the Project and/or the Services.

Section 7.03 Legal, Auditing and other Services. The Commission will arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Project. Such payments will not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of the Architect.

Section 7.04 Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Architect or any party engaged by the Architect, pertaining to the Project and/or the Services will be the property of the Commission. Architect shall provide the Commission with opportunity to review all such documents and shall provide copies to the Commission upon written request. The Architect may reuse standard details and specifications on other projects.

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

- (c) The Architect represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.
- (d) In addition, the Architect represents that the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the typical practices and performance standard of this Agreement. The Architect will provide the Commission the final plans and specifications for the project in an editable, electronic form. Further, the Architect will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified by the Commission for any damages resulting from any such future re-use or adaptation of the Work.

Article VIII. INDEMNIFICATION

- a. Professional Indemnity. For claims alleging professional negligence, the Architect must indemnify and hold the Commission and the User Agency 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, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of the Architect's negligent acts, errors and omissions and misconduct in the Architect's performance under this agreement or the performance of any Subcontractor retained by the Architect in connection with this agreement.
- b. General Indemnity. For all other claims, the Architect must protect, indemnify, and hold the Commission and the User Agency 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, including the 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, or is claimed to be, the result of the Architect's performance under this agreement or any Subcontractor retained by the Architect in connection with this agreement.
- c. The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Party(ies), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. For claims subject to the general indemnity, the Architect shall be solely 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 the Architect 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 Party/Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Architect of its obligations hereunder.

To the extent permissible by law, the Architect waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Architect's obligations. Notwithstanding the forgoing, nothing in this Article VIII obligates the Architect 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.

Section 8.01

Article IX. INSURANCE MAINTAINED BY THE ARCHITECT

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

Article X. DEFAULT

Section 10.01 Events of Default. Each of the following occurrences constitutes an Event of Default by the Architect under the Agreement:

- (a) Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Architect by the Commission;
- (b) Any representation or warranty of the Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- (c) The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- (d) Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
- (e) The Architect's material failure to perform any of its obligations under the Agreement, including any of the following:
 - (i) Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to this Agreement;
 - (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;
 - (iv) Discontinuance of the Services for reasons within the Architect's reasonable control; or
 - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
 - (vi) The Architect shall have a ten day period to cure following written notice for the events of default listed here.
- (f) Any change in ownership or control of the Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- (g) The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, the Chicago Public Schools or the Chicago Park District. Architect acknowledges that in event of a default under any such Agreement the Commission may also declare a default under this Agreement.

Section 10.02 If an Event of Default occurs and continues, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Architect, in which event the Commission has no further obligations hereunder or liability to the Architect except as to payment for Services actually received and accepted by the Commission through the effective date of termination, subject to set off of any claims of the Commission against the Architect for failure to properly perform its services. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies. The Commissioner's decision to terminate the Agreement is not subject to claim or dispute under Article XI.

Section 10.03 Remedies Not Exclusive. No right or remedy in the Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

Article XI. CLAIMS AND DISPUTES

Section 11.01 General. All Claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract will first be presented to the Authorized Commission Representative. The Architect will present all disputes which can not be resolved, by discussion with the Authorized Commission Representative, to the Executive Director for final determination, subject to Section 11.04 below.

Section 11.02 Claim Procedure. The Architect will make all requests for determination of claims in writing, specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Architect; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Authorized Commission Representative will have 30 business days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the claim by agreement, but if a negotiated resolution is not achieved, the Authorized Commission Representative must provide a written ruling within 60 days of receipt of the Claim. However, if the Architect agrees in writing, an extension not to exceed sixty (60) days may be granted by the Executive Director. The Dispute must be filed within thirty (30) days of the receipt of the ruling by the Authorized Commission Representative.

Section 11.03 Dispute Procedure. In the event that the Authorized Commission Representative and Architect can not resolve the Claim, the Architect may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 11.02 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

Section 11.04 Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than 45 business days after the response by the Commission Representative was filed or was due unless the Executive Director notifies the Architect that additional time for the decision is necessary. The Architect must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Architect disagrees with the Executive Director's final decision, the Architect may file, a common law *writ of certiorari* in the Circuit Court of Cook County which shall be the sole and exclusive judicial remedy of the Architect. However, the Architect must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Architect shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

Section 11.05 Architect Self-Help Prohibited. The Architect must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on general contractor claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as subconsultants, the general contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling the Architect's claims against the Commission or User Agency will constitute bad faith on the Architect's part. This provision is not intended to prohibit the Architect from exercising its well-considered professional judgment, however, in carrying out its duties and responsibilities under the Agreement.

Article XII. CONFIDENTIALITY

All of the reports, information, or data prepared or assembled by the Architect under the Agreement are confidential, and except as may be necessary to perform its services the Architect must not make such reports, information or data available to any party without the prior

written approval of the Commission. In addition, the Architect must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Agreement, the Project or the Services. If the Architect is served with a subpoena requiring the production of documents or information which is deemed confidential, the Architect will immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the subpoena.

Article XIII. ASSIGNMENT

The Architect acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Architect and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Architect, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Architect undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Architect during any 12-month period. In the event of an assignment by the Architect without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Architect further acknowledges that the Architect represented to the Commission the availability of certain members of the Architect's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Architect must so notify the Commission in writing, and must assign other qualified members of the Architect's staff, as approved by the Commission, to the Project.

Article XIV. RELATIONSHIP OF PARTIES

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

Article XV. GENERAL

Section 15.01 Architect's Authority. The Architect represents that its execution of the Agreement is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Architect have been made with complete and full authority to commit the Architect to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

Section 15.02 Counterparts. The Agreement may be executed in any number of counterparts, any of which will be deemed an original.

Section 15.03 Entire Agreement. The Agreement constitutes the entire understanding and agreement between the parties to this Agreement and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged in this Agreement. The Agreement must not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.

Section 15.04 Governing Law. The Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.

Section 15.05 No Waiver. The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.

Section 15.06 Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Architect at their respective addresses set forth above, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Architect may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

Section 15.07 Non-liability of Public Officials. No Commission Board member, employee, agent, officer, or official is personally liable to Architect or its subcontractors, and Architect and its subcontractors are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to Architect or its subcontractors under this Agreement.

Section 15.08 Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

Section 15.09 Successors and Assigns. Except as otherwise provided in the Agreement, the Agreement is binding upon and inures to the benefit of each of the parties to the Agreement and their respective successors and assigns.

Section 15.10 Non-appropriation of Funds. If funds have not been appropriated in full or in part, the Commission has the right to terminate the Agreement. The Commission will not authorize the Architect to provide services under this Agreement unless sufficient funds are appropriated to pay for the services.

Article XVI. EXISTING CONTRACT DOCUMENTS

The Contract Documents in existence at the time of execution of this Agreement are as follows:

As defined in herein, the following Schedules and Exhibits are a part of and fully incorporated into this Agreement:

- Schedule A Scope of Services
- Schedule B Hourly Billing Rates
- Schedule C Insurance Requirements
- Schedule D Key Personnel and Resumes
- Exhibit A Legal Actions
- Exhibit B Disclosure Affidavit
- Exhibit C Disclosure of Retained Parties
- Exhibit D Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services

[EXECUTION PAGE FOLLOWS]

Execution Page for Design Architect Services Agreement between Public Building Commission of Chicago and LEGAT ARCHITECTS with an Effective Date of January 1, 2015

This Agreement is executed by the Parties stated below, and made effective by such execution pursuant to its terms.

PUBLIC BUILDING COMMISSION OF CHICAGO

By: Rahm Emanuel
Rahm Emanuel
Chairman
Date

By: Lori Ann Lyppson
Lori Ann Lyppson
Secretary
Date 4/29/15

Approved as to Form and Legality:
By: Anne L. Zredd 3/7/15
Neal & Leroy, LLC

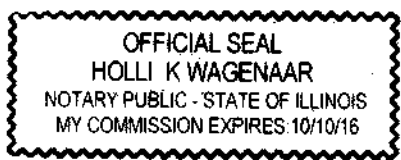
LEGAT ARCHITECTS
By: Patrick Brosnan
Print Name: Patrick Brosnan, AIA
Title: President | CEO

County of DuPage
State of Illinois
AFFIX CORPORATE SEAL, IF ANY, HERE

Subscribed and sworn before me by Holli K. Wagenaar
as Notary Public of Legat Architects this 5 day of March, 2015.

Holli K. Wagenaar
Notary Public

My Commission Expires 10-10-2016



**SCHEDULE A
DESIGN ARCHITECT SCOPE OF SERVICES**

GENERAL REQUIREMENTS

The PBC may require services of the Architect during the predevelopment, development, closeout and post occupancy phases of projects of various types. The specific requirements of a given Project will be identified on Task Order Service Request.

Architect Services may include but are not limited to a range of pre-development and selected design-phase services for educational, municipal, and infrastructure projects ("Projects") for a variety of project types including new construction, additions, renovations, technology, infrastructure, site development projects, and others. Services may extend through all phases to post construction to ensure compilation of lessons learned to benefit future projects.

Architect may be tasked with performing or assisting in unique efforts which may include energy efficiency initiatives, capital plans, master planning studies, facility condition assessments, planning studies, and pilot municipal research and demonstration projects. Further, the Architect may be tasked with providing specific technical studies in support of building-specific or broader planning initiatives.

During the Task Order phase, the PBC will collaborate with the Architect to establish the Architect's team of sub-consultant design professionals and reimbursable consultants best-suited to deliver the Project and meet specific Project considerations.

The Architect may be required to perform and assist with tasks identified below, to assist the PBC in developing, from concept through implementation, a strategic assessment of existing conditions and project feasibility as well as the scope and design parameters for new projects. For any project the PBC is initiating, the Architect may be asked to be engaged in full Pre-Planning and/or Planning Phase activities or may be asked to complete partial tasks, as the project requires:

I. Planning and Predevelopment

A. Property and Building Assessment Services

Assess existing properties, on an individual or portfolio-wide basis, and document their condition in a format and using tools which meet PBC and client approval. Make recommendation for action based on assessment.

1. Perform Facility Assessments

- a. Review work performed to date provided by PBC and/or the user agency including, but not limited to: existing facility documentation, FACTS data, historical utility use data, survey, and available utility information.
 - b. Review architectural and MEP/FP, including BAS (controls) condition assessments prepared by others. Author Requests for Clarification (RFC's) to obtain sufficient supplemental information to complete concept design, including but not limited to: previous capital improvement documentation and information, and historic utility use data.
 - c. Alternatively, perform independent architectural and MEP/FP / BAS assessments with thorough information to develop scope of work for capital improvement. Utilize technical consultants where in-house expertise is not demonstrated and documented in Architect qualifications, or when directed by PBC.
 - d. Visit the site to affirm the condition and general accuracy of the information provided by the User Agency, photo document and measure key areas, where required. Review the condition and location of proposed work, new construction, and/or connection point(s) for additions and renovations.
 - e. For additions and renovations, perform additional MEP/FA assessment, including evaluating existing BAS system, as necessary to complete conceptual design and establish MEP/FP / BAS strategy.
 - f. If required, perform additional architectural assessments as necessary to ensure accomplishment of project scope, including but not limited to: exterior envelope, deficiencies in accessibility, historical preservation, environmental impact, and architectural finishes, camera, MDF condition, and intercom / fire systems.
- 2. Review / evaluate technical reports / supporting information which may be provided by others, ie: PBC or Client Agency, which is to be used to guide scope of work and design decisions, including the following. If pertinent technical reports are required but not available, notify PBC (also, see E., Project Support)**
- a. Geotechnical Report.
 - b. Environmental Report.
 - c. Traffic Study Report.
 - d. Existing underground utilities or services provided within the site and public right of way.

B. Prioritized Capital Program Development

1. Develop scope, schedule and budget for individual or multiple projects and/or multiple-building program, to accomplish PBC and Client facility maintenance and capital improvement goals in prioritized or phased manner.

2. Review or develop, as directed by PBC, and consider in the program development, MEP/FP, controls, and Architectural / structural system assessments, both by others and by the Architect.
3. Recommend priority of work and improvements for strategic undertaking of critical work. Break work into phases based on condition of existing facilities or systems, tiers of urgency, and budget, schedule and logistical constraints.
4. Provide funding research assistance including grant writing and associated technical documentation, as well as other funding pursuit tasks as needed.

C. Project Scope, Schedule and Budget Development

1. Planning (Program/ Test Fit/ Conceptual Design): The PBC will, at project outset, and depending upon project type, request the Architect to initiate and undertake a number of tasks intended to develop and vet basic project requirements with respect to program, basic building layout, and site utilization and suitability. The goal is to produce a final scope, schedule, and budget that addresses PBC and Client Agency needs and goals, and can be carried further into design. To this end, the PBC may request the Architect to complete any or all of the services below.
2. As part of this effort, the Architect will be required to analyze and integrate information which PBC has gathered, including Environmental, Geotechnical, Survey, Traffic Study, Cost and Construction Management assessments as well as PBC and client goals with respect to sustainability. Where such information does not exist, the Architect may be tasked with developing parameters and providing support to obtain the necessary information.
3. Tasks may include but are not limited to:
 - a. Confirm client agency-furnished program, or support client agency and PBC in developing and/or articulating program.
 - b. Assess one or more sites for suitability based on program and client agency goals and site characteristics, including environmental information.
 - c. Develop test fit(s) which graphically represent the project program. Evaluate and recommend options and/or best conceptual approach of program for new building or addition, as required.
 - d. Adapt client agency design standards or components of standards for inclusion in the development of a new building; recommend improvements or enhancements to standards to further client agency and PBC broader goals ie: in terms of sustainability, resource savings, and to bring standards up to date with respect to building code or current materials and technology offerings.
 - e. Allocate reasonable mechanical, electrical and plumbing spaces in concept plan for further development by AOR.
 - f. Attend walk-through with PBC specialty consultants on project site, as needed.
 - g. Attend weekly meetings, prepare weekly meeting minutes and action items, and correspond as required with PBC staff and user agency to develop and present options, refine scope requirements, and document decisions.
 - h. Issue Request for Clarifications (RFC's) utilizing PBC's document management and business process software, CW.
 - i. Review code, zoning and sustainability implications of the conceptual design, in coordination with PBC Resources.
 - i. Perform a conceptual zoning and building code analysis and provide initial zoning information for review and to prepare a zoning analysis. Outline areas where zoning relief may be required to achieve program objectives. Attend zoning intake meeting and prepare exhibits for this meeting.
 - ii. Schedule and participate in a preliminary meeting with the Mayor's Office for People with Disabilities (MOPD) for ADA code compliance.
 - iii. Coordinate preliminary review of concept plans with PBC's code compliance resource. Implement necessary changes as required.
 - iv. Develop project-specific, checklists / matrices for code and zoning to be used and expanded upon by AOR after transfer.
 - v. Develop preliminary strategies to comply with Stormwater Ordinance and City of Chicago Sustainable Development Plan Matrix (vegetated roof or alternative), where applicable.
 - j. Coordinate the test fit scope with the PBC Cost Estimator. Participate in phone calls and/or meetings to aid in preliminary pricing.
 - k. Coordinate with PBC sustainability resource to identify sustainability goals, opportunities and implications, and consider test fits in context of these goals. Integrate opportunities into conceptual design, including green remediation opportunities. Implement necessary changes as required to optimize sustainability opportunities.
 - i. Architect may be required to participate in and document an Integrated Design Charrette, to establish design priorities (i.e. aesthetics, innovative technologies, sustainable design, budget).
 - l. Define extents of earthwork scope and demolition/renovation scope and coordinate with PBC environmental resource and consultants to facilitate appropriate amount of environmental assessment and environmental scope.
 - m. Define extent of utility and public right-of-way scope, coordinate with PBC resource and implement scope and concept design changes as necessary.

- n. Include strategy for site development and remediation which addresses:
 - i. Environmental Analysis & Design (in consideration of PBC budget and sustainability goals, and ASTM Standard Guide for Greener Cleanups).
 - ii. Geotechnical Analysis & Design
 - iii. Regulatory Compliance & Oversight
 - iv. Site Remediation and Preparation Contracting & Oversight

D. Project Feasibility Analysis

Evaluate all information gathered during Planning Phase to assist PBC in assessing the feasibility of the project with respect to scope, schedule and budget, and other criteria for each project.

E. Project Support

Provide support to the PBC Resources in areas identified below. The Architect is to coordinate with the PBC Resources throughout planning and design, and in closeout / lessons learned, and may be tasked with supporting or expanding these efforts with additional resources. Further, the Architect may be asked to provide information or tools ie: exhibits or calculations to support specific efforts, or may be asked to drive specific efforts, ie: grant pursuit for specific projects.

- a. Traffic Studies
- b. Code Compliance & Permitting, including Stormwater
- c. Utility Relocation & Coordination
- d. Sustainable Design & Commissioning Management
- e. Environmental Remediation & Compliance Coordination
- f. Facility Licensing
- g. Survey
- h. Geotechnical
- i. Grants - Pursuit of Alternative Funding Streams.

F. Conceptual Design Development

1. Continue development of project scope, schedule and budget, and preliminary design, in alignment with “**C. Project Scope, Schedule and Budget Development**” above.
2. Develop a Concept Design and Site Utilization Plan for PBC and client agency review, and for further development and refinement by AOR.
3. Attend weekly meetings and correspond as required with PBC and client agency to develop the conceptual design.
4. Issue correspondence, meeting minutes, as required to properly document meetings and decisions.
5. Develop a conceptual design transfer package to AOR.

G. Conceptual Site Utilization / Operations may include:

1. Attend weekly meetings and correspond as required with PBC and user agency to develop a conceptual site utilization / operations strategy.
2. Develop a concept Site Utilization plan for PBC and user agency review, and for further development and refinement by AOR.

H. Schematic and Design Development Services may include:

In cases where Architect services are required to go beyond conceptual design, provide complete or portions of professional schematic design, design development, and construction document services consistent with the PBC AOR Scope of Basic Services.

I. Performance Criteria and Bridging Documents:

Develop Documents, at the direction of PBC, which will be used to communicate project goals and information, developed and compiled during Planning and Predevelopment, to Design / Build or Architect of Record teams for further project development.

1. Prepare Scope and Performance Criteria intended to define Existing Conditions, Project Goals, Scope and Performance requirements of the project as well as providing guidance for architectural design. The Scope and Performance Criteria document will consist of Narratives, Programs, Drawings, Specifications, and Reports, etc. The Scope and Performance Criteria documents will be used by the PBC to:
 - a. Engage Design / Build firms to prepare Proposal Technical Documents for specific Design / Build projects.
 - b. Communicate project goals, information, and development to date to Architect of Record (AOR) teams.

2. Develop, improve upon, or incorporate existing Design Guidelines, Building Program Standards, and Specifications. Consult with the PBC, the Client agency and others, as appropriate, for the development, preparation and approval of Scope and Performance Criteria
3. and consulting Commissioning Authority (CxA), and as directed by the Authorized PBC Representative on the development of a project-specific Owner's Project Requirement (OPR) document.
4. Develop or support the development of, as directed by PBC, an Owner's Project Requirements (OPR) document for the project, which articulates the Owner expectations and standards for performance of the finished building.
 - a. Consult with the PBC, the Client agency and others as appropriate, including the Commissioning Authority where possible, to develop the OPR.
 - b. Issue for review by the PBC and Client Agency(s).
 - c. The OPR may be an iteration of the Design Standards for the client agency and building type or it may be a separate document, based on project requirements and PBC direction.
5. Analyze the requirements of the Project against the site conditions, including but not limited to geotechnical and environmental conditions.
6. Consult and coordinate with PBC internal Resources for Code, Sustainability and Environmental, and with PBC Specialty Consultants including but not limited to:
 - a. Geotechnical Consultant
 - b. Environmental Consultant
 - c. Traffic Consultant
 - d. Surveyor
 - e. Commissioning Agent
7. Prepare documentation as requested by the Authorized PBC Representative which depicts building program, square footage, site development area, site development features and any amendments to the public right of way or any other jurisdictions for the purposes of assisting the PBC in defining the Project regulatory requirements.
8. Prepare and present Site Development Test Fits and 3 dimensional Conceptual Design options for review by the PBC and User Agency(s). Incorporate review comments and preparation of conceptual drawings, design studies, and preliminary estimate of probable cost (including materials) based upon the Scope and Performance Criteria.
9. Incorporate and coordinate PBC provided documentation into the Scope and Performance Criteria Deliverable including but not limited to:
 - a. Zoning Analysis
 - b. Civil Surveys
 - c. Geotechnical Surveys
 - d. Environmental Reports and Surveys

II. Peer Review Services

- A. Review AOR progress drawings at SD, DD, 30% CD, 60% CD, and 90% CD milestone submissions or such milestones as are designated for each project. Prepare written review comments to facilitate parity among the user agency projects, compliance with user agency standards, and compliance with PBC milestone design checklist(s). Provide feedback to PBC related to opinion of progress, areas for possible improvement, and lessons-learned.

III. Construction Administration and Close-Out:

- A. Assist the PBC with professional construction administration and close-out services as required to assure compliance with conceptual design packages, and scope and performance criteria, and to contribute to lessons learned process to guides improvements to future projects and process.
- B. Develop, and maintain for each project, a lessons learned process for each building type and client agency.

**SCHEDULE B
COMPENSATION OF THE ARCHITECT**

I. ARCHITECT'S COMPENSATION: General

The Commission shall, subject to the prior written authorization of the Executive Director, pay the Architect for the satisfactory performance of the Services in accordance with the terms of Task Order Service Proposals requested by the Commission. Proposals shall be on the basis of either: 1) Fee plus limited Reimbursables ("Proposal Basis"); or 2) Hourly Rates (Not-to-Exceed) plus limited Reimbursables ("Hourly Rate Basis").

II. BILLING RATES

The following billing rates shall be in effect for the period commencing on January 1, 2015 and ending on December 31, 2015. For tasks performed on an Hourly Rate basis, Commission will pay Architect for Services performed in accordance with the following agreed upon billing rates:

Principal	\$ 205 per hour
Senior Project Manager	\$180 per hour
Project Manager	\$180 per hour
Project Associate	\$115 per hour
Associate	\$100 per hour
Student/Clerical	\$75 per hour

For calendar year 2016, the Architect may request an increase to the billing rates not to exceed an additional 3% of the 2015 calendar rates. For calendar year 2017, the Architect may request an increase to the billing rates not to exceed an additional 3% of the 2016 calendar rates. Any increase request by the Architect shall be submitted in writing to the Commission's Director of Procurement no later than November 1 of the preceding calendar year. The Commission, in its sole discretion, may accept or reject the request. In the event an increase request is denied by the Commission or if no increase request is submitted by the Architect, the billing rates for the prior calendar year shall be in full force and effect.

Additional titles and billing rates may be added by prior written approval of the Executive Director. Subject to the prior written agreement of the Executive Director, this billing rate schedule may be updated by the Architect annually at the beginning of each calendar year.

IV. REIMBURSABLE EXPENSES

A. "Reimbursable Expenses" as referred to in this Agreement, are actual expenditures at cost without mark-up or surcharge, incurred by the Architect, and required for the Services. Reimbursable Expenses must be supported with proper documentation in the form of itemized invoices which include a notation stating the Project-related purpose of the expenditure.

The following will be considered Reimbursable Expenses:

1. Plotting, printing, reproduction and distribution of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission.
2. Printing and distribution costs associated with shop drawing and submittal reviews during construction.

The following are NOT Reimbursable Expenses:

1. Plotting, printing and distribution of drawings and specifications for the purpose of coordination between members of the Architect's team, or otherwise incidental to the Architect's Services are not Reimbursable Expenses.
2. Office and administrative expenses, including telephone system expenses, photocopying, duplicating costs, postage, office & drafting supplies, fax and delivery services (except as noted above in A. 1. and A. 2. are not Reimbursable Expenses.

- B. The following shall be Reimbursable Expenses provided that the Architect has obtained the prior written approval by the Authorized Commission Representative:
1. Expense of transportation and living of principals and employees traveling in connection with the Project, but not including travel and expense to and from the job site or within a 50-mile radius of downtown Chicago. Travel expenses include coach air fare, hotel and per diem costs, auto rental, fuel and insurance, and must be supported with proper documentation in the form of itemized invoices.
 2. Fees and costs of special consulting services requested by the Commission such as acoustical, theater, food service, masonry, roofing and elevator consultants will be paid as a reimbursable expense. Civil, structural, mechanical, electrical, plumbing and fire protection engineering services are included within the Fixed Fee.
 3. Costs for rental or purchase of special items or equipment requested by the Commission.
 4. Fees and costs to secure necessary permits or civil agency approvals, including permit fees and expenditure fees.
 5. Costs of surveys, geotechnical and environmental technical testing and reports.
 6. Other direct costs of the Project may be approved as a Reimbursable Expense by Commission's Authorized Representative provided that written approval is obtained in advance of incurring the expense and provided that the expense is to be reimbursed on a Lump Sum basis.

V. METHOD OF PAYMENT

1. Invoices. Once each month, the Architect will submit an invoice to the Commission for Services performed during the preceding month.

Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Architect must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.
2. Payment will be processed within 30 days after Commission receives an acceptable invoice from the Architect.
3. Invoice Disputes. If the Commission disputes certain items in the Architect's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

VI. INVOICING

The Architect will submit one original of its monthly invoice to the Authorized Commission Representative for approval.

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**SCHEDULE C
INSURANCE REQUIREMENTS**

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

C.1. INSURANCE TO BE PROVIDED:

C.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.

C.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency designated by the Commission, their respective Board members, employees, elected officials, or representatives 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 Architect must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

C.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Architect must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and City of Chicago must be named as Additional Insured on a primary, non-contributory basis.

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

C.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 \$2,000,000 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.

C.1.5. Property

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

C.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 Architect must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Architect 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 PBC to obtain certificates or other insurance evidence from Architect is not a waiver by the PBC of any requirements for the Architect to obtain and maintain the specified insurance. The Architect will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Architect of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a 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 Architect 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 Architect.

The Architect hereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and the User Agency, their respective Board members, employees, elected officials, or representatives.

If Architect 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 Architect in no way limit the Architect'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, the Board of Education of the City of Chicago, City of Chicago or the User Agency do not contribute with insurance provided by the Architect 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 Architect must require all its subcontractors to provide the insurance required in this Agreement, or Architect may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Architect unless otherwise specified in this Agreement.

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

Consultant must submit the following:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
 - d. All endorsements or policy language providing Additional Insured, primary and non-contributory status or waivers of subrogation must be submitted with the Certificate of Insurance.

The PBC's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements and such modification or changes shall be set forth in the Task Order Service Request as set forth in Section 4.14, et. seq. of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2015

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 West's Insurance Agency, Inc. 1225 Tri State Parkway Suite 500 Gurnee IL 60031	CONTACT NAME: Jackie Russell	PHONE (A/C, No, Ext): (847) 623-0456	FAX (A/C, No): (847) 623-5600
	E-MAIL ADDRESS: jackie@westinsurance.com		
INSURED Legat Architects, Inc. 24 N Chapel St Waukegan IL 60085 (847) 662-3535	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Casualty Company		28665
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: Cert ID 803

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		ECP 0247096	5/14/2014	5/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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			ECP 0247096	5/14/2014	5/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ECP 0247096	5/14/2014	5/14/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: PBC Contract PS2048b

The General Liability Policy includes a waiver of subrogation in favor of The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency designated by the Commission, their respective Board Members, employees, elected officials, or representatives.

Additional Insureds: The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency designated by the Commission, their

CERTIFICATE HOLDER

Public Building Commission of Chicago
 ok eryan
 4/1/15
 Richard J. Daley Center, Rm 200
 50 West Washington Street
 Chicago IL 60602

CANCELLATION

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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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
3/25/2015

CERTIFICATE HOLDER:

Public Building Commission of Chicago

Richard J. Daley Center, Rm 200
50 West Washington Street
Chicago IL 60602

INSURED:

Legat Architects, Inc.

24 N Chapel St
Waukegan IL 60085

DESCRIPTION OF OPERATIONS CONTINUED:

respective Board Members, employees, elected officials, or representatives.

Coverage afforded the Additional Insureds is primary and non-contributory.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2015

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 Lee/O Keefe Insurance Agency Inc. 2501 Chatham Rd., Ste 100 P.O. Box 13080 Springfield IL 62791-3080	CONTACT NAME: Glenda Richards PHONE (A/C No. Ext): (217) 528-5679 E-MAIL ADDRESS: grichards@leeokeefe.com	FAX (A/C No.): (217) 528-2121													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Accident Fund Insurance Co of</td> <td>10166</td> </tr> <tr> <td>INSURER B:</td> <td></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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Accident Fund Insurance Co of	10166	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 14-15 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	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WCV6044623	5/14/2014	5/14/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Waiver of Subrogation in favor of The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency designated by the Commission, their respective Board Members, employees, elected officials, or representatives.

CERTIFICATE HOLDER Public Building Commission of Chicago Richard J. Daley Center, Room 200 50 West Washington Street Chicago, IL 60602	CANCELLATION 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 Glenda Richards/GCR
---	---

SCHEDULE D - KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

Patrick J. Brosnan, AIA, LEED AP REFP

Principal-in-Charge/Project Executive

As President/CEO, Patrick Brosnan is responsible for the strategic direction and day-to-day operations of Legat Architects. He leads principals in the firm's five practice areas (corporate, healthcare, higher education, K-12 education, and municipal), while encouraging its expertise in high-performance and sustainable architecture.

He has served in several leadership roles in the firm, including, practice leader, studio director, and principal. He grew the firm's educational practice into a national leader and maintains significant loyal clients through his dedication and leadership. He has worked with over 30 school districts and 10 private schools, and helped school districts pass over \$600 million in successful bonds.



Project Experience

Public Building Commission of Chicago IL

Mariano Azuela Elementary School LEED for Schools Gold certified
Chicago Vocational Career Academy Building Audit

City of Chicago School District 299 IL

Harper High School Classroom Improvements
Walter Payton High School Classroom Improvements

Wheaton Warrenville Community Unit School District 200 Wheaton, IL

Hubble Middle School - Pre-bond Planning, Programming, and Design
Pre-referendum Study at Five Schools
Additions and Alterations to: Wiesbrook Elementary School, Lowell Elementary School, Sandburg Elementary School, Monroe Middle School, Wheaton North High School, Wheaton Warrenville South High School
Mechanical Updates to Lincoln Elementary School
Facilities Audit, Demographic Projections, Master Plan, and Referendum Assistance for Wheaton North High School and Wheaton Warrenville South High School
Expansion and Renovation of Wheaton North High School and Wheaton Warrenville High School

Niles Township High School District 219 Skokie, IL

Additions and Renovations at 2 High Schools - Programming
Niles North High School Aquatic Center Addition and Renovations

New Lenox School District 122 IL

Master Plan, Vision Plan, and Facilities Audit
Cherry Hill Kindergarten Center
New Spencer Road Campus including: Kindergarten Center, Primary School, Intermediate School
New Nelson Road Campus including: Primary School, Intermediate School
Liberty Junior High School
Technology Upgrades at 8 Schools

A QUICK LOOK:

- > President/CEO
- > 26 Years with Legat Architects
- > Bachelor of Architecture, University of Illinois
- > Licensed Architect in Illinois, Wisconsin
- > LEED Accredited Professional
- > Recognized Educational Facility Planner (REFP) and Member, Certified by Council of Educational Facility Planners International (CEFPI)
- > CDB Certified Project Manager
- > President, America's School House Council
- > Member, IASBO Service Association
- > Member, AIA Committee on Architecture for Education
- > Member, American Institute of Architects
- > Board Member, BR Ryall YMCA serving DuPage County Communities

Tom Kikta, AIA, LEED AP DA Manager

Tom is an accomplished architect with over 24 years of experience in all phases of architectural design, project management and construction administration. His portfolio includes a diverse range of projects from educational buildings to retail facilities. He has specialized in the planning, design and construction of complex renovations involving roof inspection /replacement, window replacement, building system upgrades and full interior remodeling.

Project Experience

Public Building Commission of Chicago IL

Henderson Elementary School Masonry Restoration, Roofing Replacement, Interior Upgrades

Mariano Azuela Elementary School LEED for Schools Gold certified

Michael J. Madigan, Sr. Park

Chicago Vocational Career Academy Building Audit

Chicago Public School 2013 School Investment Program: Schurz High School, Senn High School, Taft High School, Brentano Elementary School, McPherson Elementary School

Chicago Public Schools District 299 IL

Bogan Computer Technical High School Pool Renovation

Gage Park High School Pool Renovation

Hubbard High School Pool Renovation

Kennedy High School Pool Renovation

Louis Pasteur Elementary School Facade Repairs

Hirsch High School Pool Renovation

OA Thorp Elementary School Playground Renovations

Grissom Elementary School "Space to Grow" Pilot Program

Schmid Elementary School "Space to Grow" Pilot Program

Till Elementary School Playground Renovations

Pilsen Elementary School Modular Annex Demolition and Playground Renovations

Wheaton Warrenville Community Unit School District 200 Wheaton, IL

Hubble Middle School (including Green Roof) LEED for Schools Gold certified

University of Illinois at Urbana-Champaign IL

Ice Arena Renovation Feasibility Study and Building Envelope Assessment

Freer Gym Building Envelope Assessment

Children's Research Center Life

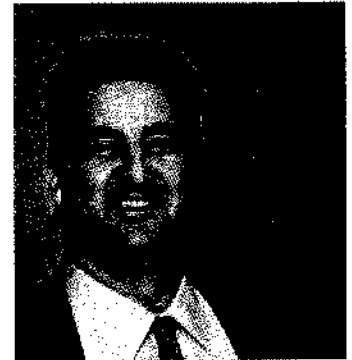
Safety Upgrades

University of Illinois at Chicago IL

Engineering Research Facility Roofing Repair/Replacement

Erie Family Health Centers IL

Evanston and Waukegan Centers Facility Assessment



A QUICK LOOK :

- > Building Envelope Specialist
- > 24 years at Legat Architects
- > Master of Architecture, University of Illinois at Urbana-Champaign
- > Bachelor of Science in Architecture, University of Illinois at Urbana-Champaign
- > Licensed Architect in Illinois
- > LEED Accredited Professional
- > Certified CDB Project Manager
- > Member, American Institute of Architects
- > Member, Roof Consulting Institute
- > Member, Building Enclosure Council
- > Facilitator, Architecture Club at Mariano Azuela Elementary School

Robin R. Randall, AIA, LEED AP BD+C DA Designer - K-12 Education

Robin directs the national K-12 Education practice at Legat Architects. She is dedicated to connecting personally to each project and designing environments that support a culture of inquisitiveness, client community and sustainability.

Robin is an educational design expert with 26 years experience programming, planning and creating learning places. Frequent speaker, author and award winning designer she is inspired by learning strategies and environmental research through application in projects. Her leadership in a client focused process integrates the science of learning, the language of nature and the art of innovation to create customized environments for all learners.



Project Experience

Addison School District 4 IL

New Early Childhood Development Learning Center

Holy Family Lutheran School and Ministries Center Chicago, IL*

Master Plan and Fundraising thru Construction

Seton Montessori Early Childhood and Elementary School

Clarendon Hills, IL NC-LEED Silver*

Master Plan and Fundraising thru Construction

Sycamore Community Unit School District 427 Sycamore, IL*

Master Plan and Pre-referendum District Support

Sycamore Middle School Library Addition and Renovation

Sycamore North Grove Elementary School

Mother McAuley Liberal Arts High School Chicago, IL*

Master Plan NC-LEED Silver

Chemistry Addition NC-LEED Silver

LEARN Charter School Chicago, IL*

Frankfort School District 157-C Frankfort, IL*

District Master Plan, Fundraising, and Pre-referendum District Support

Chelsea Intermediate School

Grand Prairie Elementary School

Hickory Creek Middle School

Evergreen Park Elementary School District 124 Evergreen Park, IL*

District Master Plan and Facility Test Fit

Baker Demonstration School Evanston, IL*

Master Plan and School Renovation

**Work performed at previous firm*

A QUICK LOOK:

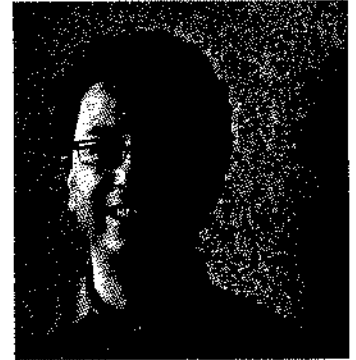
- > Vice President | Director of K-12 Education
- > 1 Year with Legat Architects
- > Bachelor of Science in Environmental Design, Ball State University
- > Bachelor of Architecture, Ball State University
- > Fulbright Scholar to Denmark
- > Licensed Architect in Illinois and Washington
- > LEED Accredited Professional
- > Member, American Institute of Architects
- > Member, Council of Education Facilities Planners International
- > Member Association for the Advancement of Sustainability in Higher Education
- > Member, Society for College and University Planning
- > Member, United State Green Building Council

LEGATARCHITECTS

sustainability performance design

Rob Wroble, AIA, LEED AP DA Designer - K-12 Education

Rob is an accomplished architect with over 20 years of experience in all phases of programming, project management, design and construction. As Associate Director of the K-12 Education Practice at Legat Architects, he leads many of the firm's significant educational projects, responsible for client communication, planning, design, cost estimating, scheduling, and consultant management. His educational portfolio has specialized in the evaluation, planning and renovation of district-wide school facilities to maximize their life cycle and reduce maintenance costs. He has led multi-campus, capital improvement projects for numerous school districts throughout the Midwest.



Project Experience

Oak Park & River Forest High School District 200 IL

Facility Upgrades /Life Safety Improvements

North Palos School District 117 Palos Hills, IL

Conrady Junior High School Improvements Planning
Glen Oaks Elementary School Additions and Renovations
Oak Ridge Elementary School Additions and Renovations
Sorrick Elementary School Additions and Renovations
Annual Capital Improvements Projects (1996-Present)

Glenbard Township High School District 87 Glen Ellyn, IL

Capital Improvement Work at Four High Schools (2003 - present)
District-wide Facility Assessment and Master Plan

Proviso Township High School District 209 Maywood, IL

Proviso East and West High Schools Renovations
Facilities Improvement Projects (1995-1999)

Wheaton Warrenville Community Unit School District 200 IL

Additions and Alterations to Madison Elementary School
Phase II Additions and Alterations to Wheaton Warrenville South High School

New Lenox School District 122 IL

New Primary and Intermediate Schools Campus
New Kindergarten Center
2004 Additions & Alterations at four elementary schools
District Wide Facility Assessment Master Plan
New Liberty Junior High School
New Running Track at Liberty and Martino Junior High School
Addition to Cherry Hill Kindergarten Center
Main Office Addition to Haines Elementary School
New Cherry Hill Kindergarten Center
District Office Renovation
Life Safety Corrections Work (1998 and 1999)
Additions to Tyler, Bentley, Haines and Oster Schools
Annual Capital Improvements Projects (1996-Present)

A QUICK LOOK :

- > Associate Director | K-12 Education Practice
- > 18 Years with Legat Architects
- > Master of Architecture, University of Illinois
- > Bachelor of Science Architecture, University of Illinois
- > Licensed Architect in Illinois
- > LEED Accredited Professional
- > Member, American Institute of Architects
- > Member, Council of Educational Facility Planners International

Paul Pessetti, AIA, LEED AP BD+C DA Designer - K-12 Education

With 26 years of experience, Paul Pessetti has been involved in a number of creative projects from inception through final completion. Paul's experience as an architect focuses on design and project management. His skills reside in all aspects of programming, design, and project documentation, scheduling, and consultant team management. Paul is also a trained interior architect who brings his knowledge to develop a cohesive and integrated building environment.

Project Experience

Chicago Public Schools IL

Public Building Commission IL

2013 School Improvements at Brentano Math and Science Academy
2013 School Improvements at McPherson Elementary School

Glenbard Township High School District 87 Glen Ellyn, IL

Capital Improvement Work at Four High Schools (2003 - present)
District-wide Master Facility Plan (2011-Present)
Synthetic Turf at Glenbard High Schools - North, South, East, and West
2014 Master Facility Plan

Thornton Township High School District 205 IL

Tennis Court Replacement at 3 High Schools
Tuckpointing & Concrete Repair at 3 High Schools
Lighting Upgrades at 3 High Schools
Security Camera Upgrades at 3 High Schools
District-wide Facility Survey
Auditorium Fire Damage Repairs at Thornridge High School
Water Heater System Replacement at Thornwood High School

Village of Algonquin IL

Space Needs Analysis
New Public Works/Vehicle Storage & Maintenance Facility

Village of Arlington Heights IL

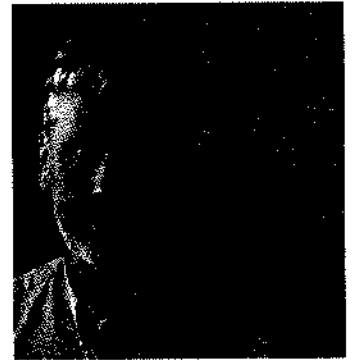
Space Needs Analysis
Additions and Renovations to Public Works/Vehicle Storage & Maintenance Facility

City of McHenry IL

New Municipal Center
Interior Design Package

University of Illinois at Urbana-Champaign IL

David Kinley Hall Econ Office Suite Renovations
Orchard Downs Apartment Renovations



A QUICK LOOK :

- > Project Designer
- > 26 Years at Legat Architects
- > Master of Architecture, University of Illinois
- > Bachelor of Science in Architecture, University of Illinois
- > Licensed Architect in Illinois
- > LEED Accredited Professional
- > CDB Certified Project Manager
- > Member, American Institute of Architects
- > American Institute of Architects Award for Scholastic Excellence
- > Alcko Award for Lighting Design Excellence
- > William Van Allen Architect 16th Annual Memorial Design Competition - First Honorable Mention

Ted Haug, AIA, LEED AP DA Designer - Municipal

As Chief Design Officer, Ted oversees all design efforts across Legat Architects' six practice areas. Throughout his 30 year career at Legat, he has produced a portfolio of high-profile, distinguished buildings. His philosophy of design promotes an integrated approach to optimize compelling, affordable, and appropriate solutions to client needs. His design talent combined with his community interests has led to a passion and expertise in recreational and municipal facilities.



Project Experience

Metra Chicago, IL

Completed over 16 train stations including:

- Tinley Park 80th Avenue New Train Station
- Tinley Park Oak Park Avenue New Train Station
- Oak Forest New Train Station LEED-NC Gold registered
- Wheaton Train Station Expansion and Renovations

City of Waukegan Waukegan, IL

- New City Hall
- Waukegan City Yard Facility
- Waukegan Fire Station #2
- Waukegan Fire Station #5

Village of Huntley Huntley, IL

- New Municipal Center

Buffalo Grove Park District Buffalo Grove, IL

- Community Arts Center Master Plan
- Community Theater Retrofit

Rosalind Franklin University of Medicine & Science North Chicago, IL

- Rothstein Warden Centennial Learning Center
- Campus Planning and Design Services
- Interprofessional Education Center/College of Pharmacy
- Lab Renovation

University Center of Lake County Grayslake, IL

- Academic Center

Wheaton-Warrenville Community Unit School District 200 Wheaton, IL

- Hubble Middle School LEED for Schools Gold certified

LEARN Charter School Network Chicago, IL

- Hunter Perkins Campus Facility Rehabilitation/Adaptive Reuse
- East Garfield Park Campus Site and Building Analysis
- East Garfield Park Campus Design Charrette
- LEARN 6 Campus - Facility Rehabilitation and Site Improvements
- West Side Campus Planning

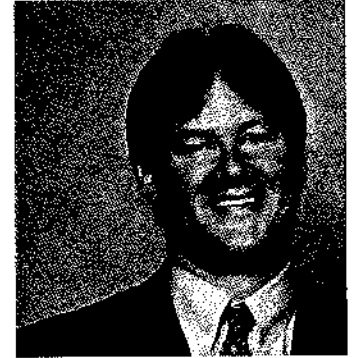
A QUICK LOOK :

- > Chief Design Officer
- > 30 Years with Legat Architects
- > Master of Architecture, University of Illinois
- > Bachelor of Science in Architectural Studies, University of Illinois
- > Licensed Architect in Illinois
- > LEED Accredited Professional
- > CDB Certified Project Manager
- > Member, American Institute of Architects
- > Member, Illinois Park & Recreation Association
- > Member, Midwest High Speed Rail Association
- > Member, Building Enclosure Council
- > William C. White Prize for Structures and Construction Documents, University of Illinois

Marc Rohde, AIA, LEED AP DA Designer - Municipal

Marc Rohde is the Director of Legat's Governmental Practice, responsible for client communication, project management and technical quality. In this capacity for 18 years, he has developed a comprehensive knowledge of various municipal building types and designed numerous award winning facilities. He has worked with over 20 Illinois communities to address and analyze their municipal space needs which have led to facility expansions, renovations, and new campus buildings. Marc's approach is to create facilities that respect taxpayers, enhance employee efficiencies, and complement neighboring facilities.

Three of his public works projects received "Project of the Year" awards from the American Public Works Association - Chicago Chapter. Also, he served as project manager for the Tinley Park Metra Station, which American Institute of Architects - Illinois named one of "150 Great Places in Illinois."



A QUICK LOOK:

- > Director of Governmental Architecture
- > 23 years with Legat Architects
- > Master of Architecture, University of Illinois
- > Bachelor of Science in Architectural Studies, University of Illinois
- > Licensed Architect in Illinois
- > LEED Accredited Professional
- > CDB Certified Project Manager
- > Member, American Institute of Architects
- > Member, American Public Works Association
- > Corporate Member, Friends of the Illinois City/County Managers Association (ILCMA)
- > Member, Midwest High Speed Rail Association

Project Experience

Metra Chicago, IL

Tinley Park Oak Park Avenue New Train Station
Tinley Park 80th Avenue New Train Station
Oak Forest New Train Station LEED-NC Gold registered
LaGrange Stone Avenue Train Station Renovation and Rehabilitation
Hazel Crest New Train Station and Shelter Renovations

Village of Huntley IL

New Municipal Complex

Village of Wilmette IL

Space Needs Analysis for the Public Works Facility
Public Works Facility Additions and Renovations LEED-NC Gold Certified

Village of Arlington Heights IL

Space Needs Analysis
L.A. Hanson Public Works Center Additions & Renovations
Public Works Sustainable Strategies Seeking LEED-EBOM Certification

Wheaton-Warrenville Community Consolidated School District 200 IL

Lowell Elementary School Additions and Alterations
Monroe Middle School Additions and Alterations
Sandburg Elementary School Additions and Alterations
Wheaton North and Wheaton-Warrenville South High School Additions and Alterations

Glen Ellyn Community Consolidated School District 89 IL

Facilities Upgrades at 5 Schools
Carpet Installation
District Office Build-out

LEGATARCHITECTS

sustainability performance design

Alan Bombick, AIA, LEED AP DA Designer - Higher Education

Alan is responsible for the development, design and management of projects in Legat Architects' higher education, corporate and mixed-use practices. Alan has over 30 years of experience which includes the design and execution of a wide range of award-winning domestic and international projects of various scales. He has led architectural and planning design teams in numerous award- and competition-winning projects, and brings this unique perspective to the firm's work.

Project Experience

Adler Planetarium Chicago, IL
Cafe Galileo Cafe and Seryery Renovation

ABC/WLS-TV/190 North State Street Chicago, IL
Building Restoration and Renovation for New Studios & Offices - 150,000 SF
New State Street Studio

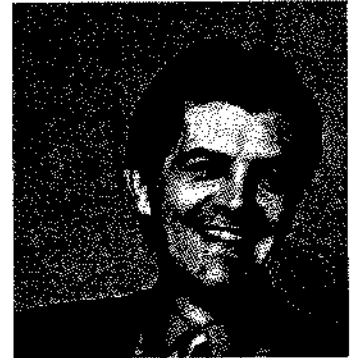
University of Illinois at Urbana-Champaign IL
Noyes Chemistry Lab Transitional Spaces
Freer Hall Renovation Study
SESE Natural History Building Transitional Spaces
Ice Arena Feasibility Study
David Kinley Hall Economics Office Renovation
University High School Life Safety Improvements
Orchard Downs Student Resident Renovations

SMART Hotels, LLC Beachwood, OH and **University of Chicago** IL
Hyatt Place at Hyde Park (Chicago, IL) LEED-NC Silver certified

University of Illinois at Chicago IL
SRC Atrium and Dining Expansion Study
Outpatient Care Center Lobby/Cafe/Reception Remodeling
Engineering Research Facility Roof Replacement
Bookstores: Student Center East & West Remodel

Governors State University University Park, IL
Main Library and Academic Computing Center Renovations

Chicago Metropolitan Agency for Planning (CMAP)
Village of Wheeling IL
Town Center Planning to create a walkable community around the Metra Station and new Village Hall



A QUICK LOOK :

- > Principal
- > Director of Commercial/ Corporate Practice
- > 21 Years with Legat Architects
- > Master of Architecture, University of Illinois
- > Bachelor of Science in Architecture, University of Illinois
- > Harvard University, Graduate School of Design Professional Education Courses
- > Licensed Architect in Illinois
- > LEED Accredited Professional
- > CDB Certified Project Manager
- > Member, American Institute of Architects (AIA)
- > 25-year Membership Award, AIA Chicago
- > Member, Urban Land Institute

Michael Lundeen

DA Designer - Higher Education

Michael has over 29 years of architectural experience, 21 of which has been dedicated to design of community college campuses and buildings. Throughout his career, he has served in significant management roles as a project manager and project leader of major educational projects. He has served as project manager of over 80 community college projects totaling over 3 million square feet of space and has master planned the expansion of several campuses in Illinois.

Project Experience

University of Illinois at Urbana-Champaign IL

Noyes Chemistry Lab Transitional Spaces
SESE Natural History Building Transitional Spaces

Moraine Valley Community College Palos Hills, IL

Campus Master Plan
Blue Island Education Center Renovation
Building G Photovoltaic Array Conceptual Design
Child Care Center Renovations
Health Sciences Building Exterior Modifications/Additions Conceptual Design
College Center/Student Union Renovation & Addition
Southwest Education Center Programming and Site Design LEED-NC Platinum certified

Oakton Community College Des Plaines, IL

Enrollment Center LEED-NC Gold registered
Science and Health Careers Center LEED-NC Gold registered
Campus Master Plan
Math Lab Renovations
Model Classroom Renovation

Joliet Junior College IL

Campus Center LEED-NC Gold certified
Facility Services Building Programming LEED-NC Gold certified
Health Professions Center LEED-NC Gold certified
Multi-Campus Master Plan
General Concourse Renovations
Natural Sciences Building LEED-NC Silver certified
Space Utilization Study and Benchmarking
Sustainable Campus Master Plan

College of Lake County Grayslake, IL

Sustainable Campus Master Plan
Facilities Master Plan
Health Careers/Multi-Use & Performing Arts Center
Space Utilization Studies



A QUICK LOOK :

- > 22 Years with Legat Architects
- > Associate Director of Higher Education
- > Bachelor of Architecture, University of Illinois at Chicago
- > Licensed Architect in Illinois
- > LEED Accredited Professional
- > Member, American Institute of Architects
- > Member, Society for College and University Planning
- > Member, Chicago Architecture Foundation
- > "Coolest Thing Award," Friends of Downtown, ABC-7 State Street Studio Renovation
- > "Distinguished Building Award," AIA Chicago, ABC-7 State Street Studio Renovation
- > Author, "Community colleges shine despite sketchy economy," *College Planning & Management*

Frank Carello, Associate AIA, LEED AP BD+C Design Team Member

Frank is involved with many phases of the architectural process including pre-design, schematic design, design development, construction documents, construction administration, cost estimating, specification writing, and project management.

Project Experience

Oakton Community College Des Plaines, IL

Enrollment Center LEED-NC Gold registered
Classroom Renovations
Science and Health Careers Center LEED-NC Gold registered

College of Lake County Vernon Hills, IL

Interior Renovations
Roof Replacement
Window Replacement

Metra Chicago, IL

Hazel Crest New Train Station and Platform Renovations
Van Buren Station Renovations
Waukegan Station Renovations
Highland Park Station Roof Replacement
53rd Street Station Renovations



A QUICK LOOK :

- > 2 Years with Legat Architects
- > 9 Years Experience
- > Associate Member, American Institute of Architects
- > Bachelor of Architecture, Illinois Institute of Technology
- > Associate Degree in Pre-Architecture Design Studio, College of DuPage
- > LEED Accredited Professional in Building and Construction
- > Member, Historical Commission for the Village of Itasca

Gabriel S. Wilcox, AIA, LEED AP BD+C

Design Team Member

Gabe brings over seven years of experience in all phases of the architectural process from planning and schematic design to design development and production of construction documentation. He has served as a key team member for the design of several community college and university building projects. Gabe has taken a leadership role in the development of 3D imaging and BIM modeling for architectural design presentations.

Project Experience

Public Building Commission of Chicago IL

Chicago Public Schools District 299 IL

Mariano Azuela Elementary School LEED for Schools Gold certified

Harper College Palatine, IL

Master Plan

Student Life Center

Joliet Junior College Joliet, IL

Health Professions Center LEED-NC Silver registered

Multi-Campus Master Plan

Natural Sciences Building LEED-NC Silver registered

Signage & Wayfinding - Standards Program and Design

Kent State University Tuscarawas, OH

Performing Arts Center

Moraine Valley Community College Palos Hills, IL

Blue Island Education Center Renovation

College Center Renovation & Addition

Southwest Education Center LEED-NC Platinum certified

Student Center Student Services

Building G - Design Competition

Oakton Community College Des Plaines, IL

Science & Health Careers Center LEED-NC Gold registered

Tri-County Career Center Nelsonville, OH

Conceptual Study for Expansion/Renovation

Rosalind Franklin University of Medicine & Science North Chicago, IL

Rothstein Warden Centennial Learning Center

Cafeteria Renovation

HSB Building Renovations

Governors State University University Park, IL

Library and Computer Lab Renovation



A QUICK LOOK :

- > Design Leadership Team/
Sustainability Coordinator
- > 8 Years with Legat Architects
- > Master of Science in
Architecture, University of
Illinois
- > Bachelor of Science in
Architecture, Southern
Illinois University
- > Licensed Architect in Illinois
- > LEED Accredited Professional
- > Associate Member,
American Institute of
Architects
- > Member, USGBC Illinois
Chapter, Chicago Branch
- > Juror, 2014 Design Awards,
Metal Architecture magazine
- > Juror, 2013 Chairman's
Awards, Metal Construction
Association

Berry DeSimone, AAIA, CSI

Code Review/Zoning

Berry has over 35 years of experience in the architecture and construction industries. As director of Legat's Code Compliance group, he ensures that all projects provide maximum safety for occupants, and adhere to local and state codes. His experience includes life safety code reviews/correction work, ADA reviews/recommendations, and facilities assessments at over 250 facilities.

Project Experience

Wheaton Warrenville Community Unit School District 200 Wheaton, IL
Life Safety Correction Work at 20 - Buildings

Proviso Township High School District 209 Maywood, IL
Life Safety Correction Work at 2 High Schools
Mechanical Upgrades
Life Safety Correction Work - 2 Buildings
Science Lab Remodeling

North Palos School District 117 Palos Hills, IL
Glen Oaks Elementary School Additions & Renovations

Niles Township High School District 219 Skokie, IL
Life Safety Review 2 Buildings
Facilities Assessment

New Lenox School District 122 IL
Life Safety Review - 7 Buildings
Facilities Assessment
Life Safety Improvements

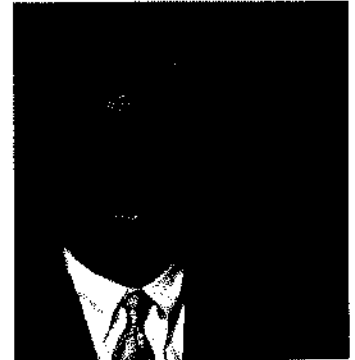
Glen Ellyn Community Consolidated School District 89 IL
Life Safety Review 5 Buildings

Marquardt School District 15 Glendale Heights, IL
Interior Alterations
Life Safety Correction Work - 5 Buildings
Paving and Drainage Work

Thornton Township High School District 205 Harvey, IL
Life Safety Review 3 High Schools

Union Ridge School District 86 Harwood Heights, IL
Life Safety Review - 1 Building

Minooka Community Consolidated School District 201 IL
Life Safety Correction Work - 2 Buildings
Life Safety Review - 2 Buildings
Facilities Assessment - 2 Buildings



A QUICK LOOK :

- > Chief Operating Officer
- > Director of Code Compliance
- > Principal | Building Envelope Services
- > Principal
- > 21 Years with Legat Architects
- > University of Illinois, School of Architecture
- > DePaul University of Chicago, School of Business
- > CDB Certified Project Manager
- > Member, National Fire Protection Association
- > Member, International Code Council
- > Member, American Concrete Institute

April Maifield

Code Review/Zoning

April has been involved with all phases of the architectural process including schematic design, design development, construction documents, bidding, and administration. She has worked on a variety of project types including commercial/residential, healthcare, governmental, educational, and hospitality.

Project Experience

SMART Hotels, LLC Beachwood, OH

University of Chicago IL

Hyatt Place at Hyde Park (Chicago, IL) LEED-NC Silver certified

Eleven 20 Club Oak Park, IL

Mixed-use Downtown Development

Historic Drechsler Building Renovation and Restoration

Center of the Northshore Northbrook, IL

Hyatt Place Hotel

Mixed-use Development - 517,000 SF includes Residential, Retail, Office, and 2,000 car parking garage

University of Illinois at Chicago IL

SRC Atrium and Dining Expansion Study

OCC Lobby/Cafe/Reception Remodeling

University of Illinois at Urbana-Champaign IL

Ice Arena Feasibility Study

University High School Life Safety Upgrades

Joliet Junior College Joliet, IL

Campus Center LEED-NC Gold registered

Early Childhood Center Renovations

Health Professions Center LEED-NC Silver registered

Natural Sciences Building Additions and Renovations LEED-NC Silver registered

Academy for Urban School Leadership Chicago, IL

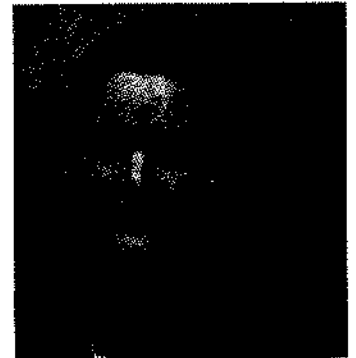
Chicago Public School District 299 Chicago, IL

Piccolo Specialty School Renovations and Upgrades

North Chicago School District 187 IL

Lindbergh School Renovations - 5 classrooms

High School Science Lab Renovations



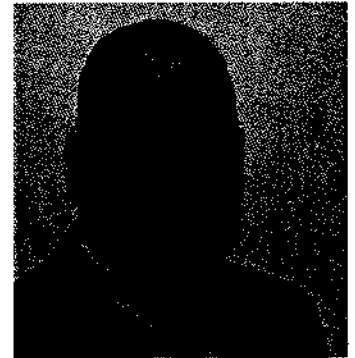
A QUICK LOOK :

- > 18 Years with Legat Architects
- > Project Manager
- > Bachelor of Architecture, Iowa State University
- > Licensed Architect in Illinois
- > LEED Accredited Professional
- > CDB Certified Project Manager
- > Member, American Institute of Architects
- > Member, Life Services Network of Illinois
- > Iowa State University Alumni Association Member
- > National Ski Patrol, January 1990 to Present, 20 Year Service Award
- > Phi Theta Kappa Honor Society for the 2-year College
- > Interviewed, "A distinctive mix," *Metal Architecture*

Vuk Vujovic, Associate AIA, LEED AP BD+C

LEED/Sustainability Design

Vuk Vujovic leads the Sustainable Design efforts across all practice areas of Legat Architects. He is an advocate and advisor for promoting and integrating energy-efficient and environmentally-friendly design into all the firm's projects. With over 20 years of architectural experience, he has served as project architect and project manager of a wide range of educational and commercial projects. A regular contributor to industry publications and conferences, Vuk is co-chair of the AIA Chicago Committee on the Environment (COTE), USGBC Illinois Higher Education Committee, working on educating building owners and design professionals about the benefits of sustainable design.



Project Experience

Public Building Commission of Chicago Chicago, IL

Chicago Public Schools District 299 IL

Bogan Computer Technical High School Pool Renovation
Gage Park High School Pool Renovation
Hubbard High School Pool Renovation
Kennedy High School Pool Renovation
Mariano Azuela Elementary School LEED for Schools Gold certified

Niles Township High School District 219 Skokie, IL

Niles West High School Athletic Training & Gymnastic Gymnasium Addition LEED for Schools Gold registered
Niles West High School Feasibility Study
Niles West High School Six-Classroom Addition LEED for Schools Gold registered
Niles West High School Sustainability Consulting LEED EB O&M certified

Wheaton Warrenville Community Unit School District 200 Wheaton, IL

Hubble Middle School LEED for Schools Gold certified

Moraine Valley Community College Palos Hills, IL

Southwest Education Center LEED-NC Platinum certified
Campus Master Plan
Building G Photovoltaic Array Conceptual Design
Educational Resources Center Renovation
Miscellaneous Campus Renovations

Joliet Junior College Joliet, IL

Sustainable Campus Master Plan
2011 Climate Action Plan
Campus Center LEED-NC Gold certified
Facility Services Building LEED-NC Gold certified
Greenhouse Facility LEED-NC certified
Health Professions Center LEED-NC Gold certified
Natural Sciences Building Addition & Renovation LEED-NC Silver certified

A QUICK LOOK :

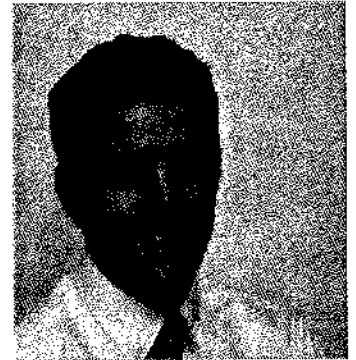
- > Director of Sustainable Design
- > Studio Director - Chicago
- > 14 Years at Legat Architects
- > Master of Science in Management, Purdue University
- > Bachelor of Architecture Belgrade University
- > LEED Accredited Professional
- > Associate Member, American Institute of Architects
- > CDB Certified Project Manager
- > Co-chair, AIA Chicago Committee of the Environment (COTE), 2006-Present
- > Member, U.S. Green Building Council Illinois Chapter, Green Schools Committee
- > Member, U.S. Green Building Council Illinois Chapter, Higher Education Committee

LEGATARCHITECTS

sustainability performance design

Tyler Hughes, Associate AIA, LEED AP BD+C LEED/Sustainability Design

Tyler joined Legat Architects as an intern architect. He is involved with many phases of the architectural process including pre-design, schematic design, construction documents, and construction administration.



Project Experience

Public Building Commission of Chicago IL

Chicago Public Schools District 299 IL

Mariano Azuela Elementary School LEED for Schools Silver registered
Henderson Elementary School Renovations
2013 Science Lab School Improvements

Chicago Public School District 299

Bogan Computer Technical High School Pool Renovations, Chicago, IL
Gage Park High School Pool Renovations, Chicago, IL
Hubbard High School Pool Renovations, Chicago, IL
Kennedy High School Pool Renovations, Chicago, IL
Pasteur Elementary School Renovations
Chicago Vocational Career Academy Assessment

Niles Township High School District 219 Skokie, IL

Niles North and West High Schools Capital Improvements
Niles West High School Sustainability Consulting LEED EB: O&M certified

Oakton Community College Des Plaines, IL

Enrollment Center
Science & Health Careers Center LEED-NC Gold registered
Northwest Municipal Conference Renovation

Joliet Junior College IL

Campus Center LEED-NC Gold registered
Health Professions Center LEED-NC Silver registered
Site Work

Rosalind Franklin University of Medicine & Science North Chicago, IL

Rothstein Warden Centennial Learning Center
Cafeteria Renovation
HSB Building Renovations

SMART Hotels, LLC Beachwood, OH and University of Chicago IL

Hyatt Place at Hyde Park (Chicago, IL) LEED-NC Silver certified

A QUICK LOOK :

- > 6 Years with Legat Architects
- > Intern Architect
- > Master of Architecture, Judson University
- > Bachelor of Arts in Architecture Judson University
- > Associate Member, American Institute of Architects
- > LEED Accredited Professional

Mark Siwik, AIA, LEED AP BD+C

Construction Administration

With over 30 years of architectural experience, Mark has been involved in all phases of architectural design, project management, contract document production, specification writing, and construction observation. With his technical skills in construction, Mark has served as the lead Construction Architect for many of Legat's significant projects and clients, such as the Chicago Public Schools. He has served in various commitments in project construction from weekly job-site observation to full time, on-site construction administration.

Project Experience

Chicago Public Schools District 299 IL

Washburn School Pasteur School Modular Relocation
Everett School Shoesmith School Modular Relocation
Munoz-Marin School Reinberg School Modular Relocation
McCormick School Renovations
Wildwood School Roofing Removal and Replacement
Hope Community Academy Roofing Removal and Replacement
McCutcheon School Roofing Removal and Replacement

Proviso Township High School Maywood, IL

Project Management for Facility and Life Safety Improvements
Construction Administrator for Additions and Renovations at Two High Schools
Masonry Repairs at Two High Schools
Roofing Replacement at Three Schools

Thornton Township High School District 205 IL

Navistar Lab at Thornton Township High School
Tuckpointing/Masonry Restoration at 3 High Schools

Wheaton-Warrenville Community Unit School District 200 Wheaton, IL

Major Additions at Two High Schools

Niles Township High School District 219 Skokie, IL

Major Additions to Two High Schools
Roofing Removal and Replacement at Niles North High School

Village of Huntley IL

Municipal Complex - Site Observation

Metra Chicago, IL

Tinley Park 80th Avenue New Train Station
Oak Forest New Train Station LEED-NC Gold registered
LaGrange Stone Avenue Train Station Renovation and Rehabilitation

Moraine Valley Community College Palos Hills, IL

Southwest Education Center LEED-NC Platinum certified
College Center/Student Union Renovation & Addition



A QUICK LOOK :

- > Construction Observer
- > Building Envelope Specialist
- > 18 Years with Legat Architects
- > Bachelor of Science in Architecture, Southern Illinois University
- > Licensed Architect in Illinois
- > LEED Accredited Professional
- > CDB Certified Project Manager
- > Member, American Institute of Architects
- > Member, Building Enclosure Council
- > Self-Certified Architect with City of Chicago
- > Presenter, "Resolving tough building envelope issues," Public Building Commission of Chicago
- > Interviewed, "ADA retrofit design," *Metal Architecture* magazine

EXHIBIT A – LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT A
LEGAL ACTION**

Firm Name: Legat Architects, Inc.

If the answer to any of the questions below is **YES**, you must provide a type written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed <u>SEE ATTACHED</u> .	<input type="checkbox"/>	<input type="checkbox"/>
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Legal Actions

In 50 years in the practice of architecture, neither Legat Architects nor any employee has had a claim go to trial litigation, nor has Legat Architects ever had a judgment against us, not only on any education projects, but on any other building type.

As a large Illinois architect with a large volume of work, we infrequently become the target of litigation. In every instance, Legat Architects has provided for an amicable settlement. Our motto is "we never walk away" from an issue. Problems and disagreements can and will occur on major construction projects; Legat has the experience to resolve these issues before they get into the court systems. We respect every one of our existing clients, former clients, and construction teams.

Judgments, Claims, Arbitration Proceedings, or Suits Pending

Private owner - Lien filed by Legat Architects for payment of fees has resulted in the filing of a counter suit leading to possible future litigation. Dollar amount of lien: \$1,132,052; Value of contract: \$2,500,000

EXHIBIT B - DISCLOSURE AFFIDAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Patrick Brosnan, AIA, as President / CEO
Name Title

and on behalf of Legat Architects, Inc.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: LEGAT ARCHITECTS, INC.
2. Address: 651 W. Washington Blvd., Suite 1, Chicago, Il. 60661
3. Telephone: 312.258.9595 Fax: 312.258.1555
4. FEIN: 36-3003268 SSN: _____
5. Nature of transaction (check the appropriate box):
 Sale or purchase of land
 Construction Contract
 Professional Services Agreement
 Other _____

6. 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".

- | | |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not-for-profit Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other: _____ |

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Illinois
2. Authorized to conduct business in the State of Illinois: Yes No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
Patrick Brosnan, AIA, LEED AP REFP	President / CEO
Casimir Frankiewicz, AIA, LEED AP	Secretary
Berardo DeSimone	Treasure / COO

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage
Jeffrey Sronkoski, LEED AP	651 W. Washington Blvd., Ste 1, Chicago	33.70%
Casimir Frankiewicz, AIA, LEED AP	24 N. Chapel St. Waukegan, Il.	16.36%
Theodore Haug, AIA, LEED AP	24 N. Chapel St. Waukegan, Il.	14.79%
Patrick Brosnan, AIA, LEED AP REFP	651 W. Washington Blvd., Ste 1, Chicago	11.75%

5. LLC's ONLY, indicate management type and name:
 Member-managed
 Manager-managed
 Name: _____
6. 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.

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

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

Name	Ownership Interest Percentage

SOLE PROPRIETORSHIP

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

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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)

3. 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	Address

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, 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 Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, 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 Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (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 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of 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 as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor 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 subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (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.

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

INCORPORATION INTO CONTRACT AND COMPLIANCE

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

VERIFICATION

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

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


Signature of Authorized Officer

Patrick Brosnan, AIA

Name of Authorized Officer (Print or Type)

President | CEO

Title

630.567.3535 (mobile)

Telephone Number

State of Illinois

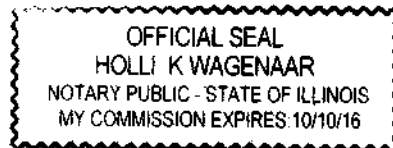
County of DuPage

Signed and sworn to before me on this 5 day of March, 2015 by

Holli K. Wagenaar (Name) as Notary Public (Title) of

Legat Architects, Inc. (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



**EXHIBIT C - DISCLOSURE OF RETAINED PARTIES
(ATTACHED HERETO AND INCORPORATED HEREIN)**

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

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

Commission bids, contracts, and/or qualification submissions 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. 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 who (a) 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:

DESIGN ARCHITECTURAL SERVICES

Name of Consultant: **LEGAT ARCHITECTS, INC.**

EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total 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:

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

- 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

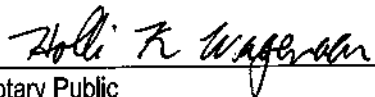
3.5.2015
Date

Patrick Brosnan, AIA
Name (Type or Print)

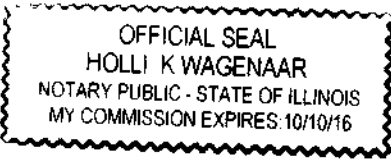
President | CEO
Title

Subscribed and sworn to before me

this 5th day of March 2015



Notary Public



**EXHIBIT D - SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED
BUSINESS ENTERPRISES FOR PROFESSIONAL SERVICES**

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

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:
 - i. "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - ii. "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - iii. "Professional Service Contract" means a contract for professional services of any type.
 - iv. "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.
 - v. "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.
 - vi. "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

- vii. "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.
- viii. "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.
- ix. "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:
 - i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
 - ii. 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 normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
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- 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.
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

- 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:
 - i. Attendance at the Pre-bid conference;
 - ii. 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;
 - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
 - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
 - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - a. The name, address and telephone number of MBE and WBE firms contacted;
 - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - vi. 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.

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
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- vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
 - viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - ix. 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:
- i. 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;
 - ii. 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:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.

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- vi. 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.
 - vii. 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.
 - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
 - ix. 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
 - x. 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.

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- 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.

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:

- i. 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.
- ii. 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.

- iii. 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.

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- iv. 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.
 - v. 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.
- 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.

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SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

1. Name of Joint Venture _____
2. Address of Joint Venture _____
3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

A. Describe the role(s) of the MBE/WBE firm(s) in the Joint Venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? _____%

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

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SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- A. Financial decisions: _____
 - B. Management decisions such as:
 - 1. Estimating: _____
 - 2. Marketing/Sales: _____
 - C. Hiring and firing of management personnel: _____
 - D. Purchasing of major items or supplies: _____
 - E. Supervision of field operations: _____
 - F. Supervision of office personnel: _____
 - G. Describe the financial controls of the Joint Venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each Joint Venturer to commit or obligate the other. Describe the estimated contract cash flow for each Joint Venturer.
 - H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.
10. Please state any material facts of additional information pertinent to the control and structure of this Joint Venture.

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SCHEDULE B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the Joint Venture's work on this Contract, there is any significant change in the information submitted, the Joint Venture must inform the Public Building Commission of Chicago, either directly or through the Consultant if the Joint Venture is a sub-consultant.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____

On this _____ day of _____, 20____

before me appeared (Name)

before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by

(Name of Joint Venture)
to execute the affidavit and did so as his or her
free act and deed.

(Name of Joint Venture)
to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

**EXHIBIT D
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SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: TBD

Project Number: _____

Name of Firm: _____

Name of MBE or WBE Firm: _____

Check the appropriate box: MBE or WBE

TO:

_____ and Public Building Commission of Chicago
Name of Professional Service Provider

The undersigned intends to perform work in connection with the above-referenced project as (check one):

Sole Proprietor

Corporation

Partnership

Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____ . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

The described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

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SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

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)

Phone

MBE WBE Non-MBE/WBE

**EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
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**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 MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE WBE Non-MBE/WBE