

# PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT  
CONTRACT NUMBER PS965  
TO PROVIDE  
ARCHITECT OF RECORD SERVICES  
FOR

STEWART CAMPUS PARK  
VICINITY OF 4525 N. KENMORE AVE.  
CHICAGO, ILLINOIS

---

**Mayor Richard M. Daley**  
**Chairman**

Montel M. Gayles  
Executive Director

Richard J. Daley Center, Room 200  
50 West Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)



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

AGREEMENT NO. PS965

**THIS AGREEMENT** dated as of June 13, 2006 but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and The Architects Enterprise, Ltd., an Illinois corporation with offices at 116 S. Michigan Ave., Suite 700, Chicago, IL 60603, (the "**Architect**"), at Chicago, Illinois.

**BACKGROUND INFORMATION**

**THE COMMISSION** on behalf of the Chicago Public Schools and Chicago Park District (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of the following facility or facilities in Chicago, Illinois 60602, described in Schedule A attached to the Agreement (the "**Project**");

**Project: Stewart Campus Park**

**Vicinity of 4525 N. Kenmore Ave.**

**Chicago, Illinois 60640.**

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

The Architect has consulted with the Commission and the User Agency, reviewed the Project Documents (defined below), made site inspections, and taken such other actions as the Architect deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Architect represents that it is qualified and competent by education, training and experience to prepare drawings, specifications and construction documents necessary to complete the Project in accordance with standards of reasonable professional skill and diligence.

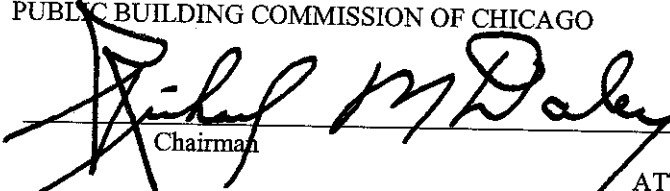
The Construction Budget for the Project as determined by the Commission is **\$912,500**, and the Architect confirms to the Commission that such Budget based upon current area, volume or other unit cost, the requirements of the Project and allowances for cost escalation and Project contingencies, is reasonable for the construction of the Project.

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

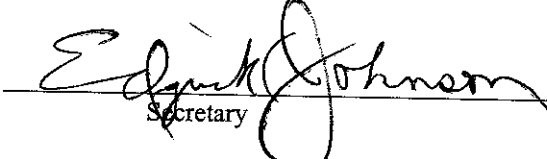
NOW THEREFORE, The parties agree on the Terms that follow:

SIGNED on: 09 / 12 / 2006

PUBLIC BUILDING COMMISSION OF CHICAGO

  
Chairman

ATTEST:

  
Secretary

ARCHITECT:  
The Architect Enterprise, Ltd.

BY: [Signature]  
Secretary/Assistant Secretary

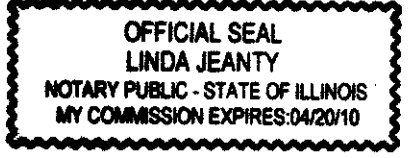
BY: [Signature]  
President/Vice President

AFFIX CORPORATE  
SEAL, IF ANY, HERE  
County of: Cook  
State of: Illinois

Subscribed and sworn to before me by Linda Jeanty and Linda Jeanty on behalf of  
Architect this 29<sup>th</sup> day of August 2006.

[Signature]  
Notary Public  
My Commission expires: 4/20/10

(SEAL OF NOTARY)



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**TERMS**

**1. INCORPORATION OF RECITALS**

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

**2. DEFINITIONS AND USAGE**

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

- i. **Agreement.** This Agreement for Architect-of-Record Services, between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- ii. **Architect.** The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- iii. **Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, Chief of Staff, Director of Procurement, Director of Construction, Managing Architect, Project Manager or designated consultant or consultants, including the Commission's authorized representative, as designated by the Commission in writing.
- iv. **Construction Budget.** The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project which must be shown or described in the Contract Documents to be prepared by the Architect in accordance with this Agreement. The Construction Budget does not include any payments made to the Architect or subcontractors or reimbursable expenses pursuant to Schedule C. The Construction Budget does not include site preparation, environmental, demolition, building abatement/demolition related activities.
- v. **Contingent Additional Services.** Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.
- vi. **Contract Documents.** All of the component parts of the Contract between the Commission and the General Contractor for the construction and improvement of the Project including the general

and special conditions, technical specifications, drawings, addenda, bulletins and modifications to those parts.

- vii. **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
  - viii. **Deliverables.** The documents, in whatever format requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required under this Agreement to provide to the Commission.
  - ix. **Key Personnel.** Those job titles and individuals identified in Schedule E.
  - x. **Services.** Collectively, the duties, responsibilities and tasks that are necessary to allow the Architect to provide the Scope of Services required by the Commission under this Agreement.
  - xi. **Special Consultants.** Include but are not limited to, masonry, roofing, and elevator subcontractors and are be eligible for reimbursement under the terms of the Agreement.
  - xii. **Subcontractor.** Any person or entity hired or engaged by or through the Architect to provide any part of the Services, including subconsultants of any tier.
  - xiii. **Technical Personnel.** Includes partners, officers and all other personnel of the Architect, including technical typists assigned to the Project, exclusive of general office employees.
  - xiv. **Transfer Documents.** Materials, such as plans, specifications, manuals and other materials, if any, prepared by others, as indicated in Schedule B, and provided to the Architect for reference.
  - xv. **User Agency.** The governmental agency, identified in the Background Information, that requested the Commission to undertake the construction and/or improvement of the Project.
- b. Usage and Conventions.
- i. **Captions and Headings.** The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not



construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.

- ii. The term "include," in all its forms, means "include, without limitation" unless stated otherwise.
- iii. Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.
- iv. References to "approved by the Commission" or to "approval by the Commission" are not intended to and must not be interpreted to absolve the Architect from liability due to errors and omissions.

### 3. INCORPORATION OF DOCUMENTS

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

a. Project Documents. The plans and specifications for the Project, if any, included in the Transfer Documents, as described on Schedule B. The Architect must verify the completeness and accuracy of all Project Documents, including information in the Transfer Documents.

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

### 4. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

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

b. Key Personnel. The Architect must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Architect that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement in Schedule E. Upon that notice Architect must immediately suspend the Key Person or Key Persons from performing Services under this

Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.

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

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

e. Employment Procedures; Preferences and Compliance. Salaries of employees of the Architect, performing work under this Agreement, will be paid

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

f. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 3 above, the Architect will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

g. No Damages for Delay. The Architect will not assert charges or claims for damages against the Commission for any delays or hindrances from any cause whatsoever during the performance of any portion of the Services. Such delays or hindrances, if any, will be compensated for by an extension of time to complete the Services, for such reasonable period as will be determined by the Commission, it being understood, however, that the agreement of the Commission to allow the Architect to perform the

Services or any other obligation under the Agreement after the time provided for its completion will in no way operate as a waiver on the part of the Commission of any of its rights under the Agreement.

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

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

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

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

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

m. Performance Standard.

i. The Architect represents that the Services performed under the Agreement will proceed with

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

- ii. The Architect must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Architect must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Architect remains responsible for the professional and technical accuracy of all Services furnished, whether by the Architect or others on its behalf. All deliverables will be prepared in a form and content reasonably satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.
- iii. The Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- iv. If the Architect fails to comply with the obligations under the standards of the Agreement, the Architect must perform again at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Architect of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Architect either under the Agreement, at law or equity.

n. Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Architect, will be incorporated in a written amendment to the

Agreement. The Commission will not be liable for any changes absent such written amendment.

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

p. Compliance with The Chicago Standard. The City of Chicago has adopted The Chicago Standard, a new set of construction standards for public buildings. The Chicago Standard was developed to guide the design, construction and renovation of municipal facilities in a manner that provides healthier indoor environments, reduces operating costs and conserves energy resources. It also includes provisions for outfitting, operating and maintaining those facilities. The Chicago Standard takes advantage of new building technologies and practices to enhance the well-being and quality of life of everyone working in and using these buildings, as well as the neighborhoods in which they are located. The Architect will adhere to The Chicago Standard and achieve, at a minimum, the LEED™<sup>1</sup> rating of Certified.

## 5. TERM

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

b. Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Architect at least 30 days before the effective date of termination. So long as the Architect is not in default under this Agreement at the time of termination, the Commission will pay the Architect, in accordance

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

with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of termination. The Commission may, however in its sole discretion, reimburse the Architect for actual expenses approved by the Commission.

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

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

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

may resume billing in accordance with the terms of the Agreement.

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

e. Termination by the Architect. If the Project, in whole or substantial part, is stopped for a period longer than 90 days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Architect, or if the Commission suspends Architect's performance of its Services on the Project for more than 90 days for any reason, or if the Commission fails after notice and an opportunity to cure to make any payment or perform any other obligation hereunder, the Architect has the right to terminate this Agreement, by written notice given to the Commission at least 7 days before the effective date of termination, and has the right to recover from the Commission all compensation and reimbursements earned by the Architect under this Agreement for periods up to the effective date of termination. If Architect for any reason does not exercise its right to terminate hereunder, and if the Project and Architect's Services are later resumed, Architect will provide its Services as set forth in this Agreement without adjustment of compensation.

f. Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect is not in default of any obligation of the Architect under the Agreement, the Commission will pay to the Architect, according to

the terms of the Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law. The term does not include, for example, typical Chicago inclement weather (i.e. weather the severity of which is less than a standard deviation from the 5-year mean for the Chicago O'Hare area as established by the National Oceanic and Atmospheric Administration) or labor strikes.

## 6. COMPENSATION OF ARCHITECT; REIMBURSEMENT FOR EXPENSES

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

## 7. RIGHTS AND OBLIGATIONS OF COMMISSION

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

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

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

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

(1) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.

(2) A certified title.

(3) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements

(4) Title information as to restrictions, easements, zoning and deed restrictions.

(5) Information concerning availability of both public and service and utility lines. See Schedule A for more details.

iv. **Tests and Reports.** To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. See Schedule A for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule C.

b. Limited Exculpation of Architect. The Architect is not liable to the Commission under the provisions of subparagraphs 7.a.iii and 7.a.iv for the substantive content of such tests and reports obtained from a consultant engaged by the Architect and approved by the Commission, but only if the Architect has exercised reasonable diligence in the selection of the consultant and also only if the Architect has caused the consultant to purchase and maintain professional liability insurance in accordance with Schedule D, protecting the Commission, the User Agency, and the Architect from any loss or claim arising out of the consultant's performance. See Schedule A and D for detailed requirements.

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

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

e. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf. No

extras or credits to subcontractors will be authorized by anyone other than the Commission.

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

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

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

## 8. INDEMNIFICATION

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

**b. Indemnification by Architect.** The Architect must indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, (including court costs and expert's fees) that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Architect's performance or non-performance of the agreement or of any error, omission or negligent or willfully wrongful act of the Architect, or and any person employed by the Architect, or and any Subcontractor retained by the Architect in connection with this Project.

## 9. INSURANCE MAINTAINED BY THE ARCHITECT

The Architect will purchase and maintain at all times during the performance of Services, for the benefit of the Commission, the User Agency and the Architect, insurance coverage which will insure the Commission,

the User Agency and the Architect against claims and liabilities which could arise out of the performance of such Services, including the insurance coverages set forth in Schedule D to this Agreement.

## 10. DEFAULT

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

- i. Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Architect by the Commission;
- ii. Any representation or warranty of the Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- iii. The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- iv. Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the

Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.

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

- (1) Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services;
- (2) Failure to perform the services in accordance with the requirements of the Agreement;
- (3) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (4) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory;
- (5) Discontinuance of the Services for reasons within the Architect's reasonable control;
- (6) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.

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

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

b. Remedies. If an Event of Default occurs and continues, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Architect, in which event the Commission has no further obligations hereunder or liability to the Architect except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise

prejudice the Commission's rights, powers or remedies.

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

## 11. DISPUTES

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

b. Procedure. The Architect will make all requests for determination of disputes in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Architect; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Architect will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have 30 business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Project Manager to respond will not be an admission of any allegations made in the request for dispute resolution, but will constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director may thereafter reach his decision in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than 45 business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Architect that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. The Architect must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to

filing a complaint in the Circuit Court of Cook County or any other court. The Architect will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

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

## 12. CONFIDENTIALITY

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

## 13. ASSIGNMENT

The Architect acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Architect and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Architect, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Architect undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Architect during any 12-month period.



In the event of an assignment by the Architect without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Architect further acknowledges that the Architect represented to the Commission the availability of certain members of the Architect's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Architect must so notify the Commission in writing, and must assign other qualified members of the Architect's staff, as approved by the Commission, to the Project.

#### 14. RELATIONSHIP OF PARTIES

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

#### 15. GENERAL

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

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

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

d. Governing Law. The Agreement has been negotiated and executed in the State of Illinois and

will be construed under and in accordance with the laws of the State of Illinois.

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

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

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

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

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

j. Errors and Omissions. The Commission has a committee that reviews the Project for alleged errors and omissions by the Architect. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim on the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will

attend such meetings without additional compensation.

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

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

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

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

SCHEDULES FOLLOW.

**SCHEDULE A**  
**SCOPE OF SERVICES**

Stewart Campus Park  
Vicinity of 4525 N. Kenmore Ave.  
CHICAGO, ILLINOIS 60640

**SCOPE OF SERVICES**

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

**Commencement Date of Services**      **July 31, 2006**

**Completion Date of Services**          **December 31, 2007**

The Services are separated into phases which include Programming, Schematic Design, Design Development, Construction Documents, Bidding Phase Services, Construction Phase Services and Project Close-Out. The Deliverables (and any other work product) of each of the phases must be approved by the Commission in writing before commencement of the subsequent or dependent phase. It is expressly understood and agreed that references in the Agreement to "approved by the Commission" or to "approval by the Commission" will not be interpreted to absolve the Architect from liability due to errors and omissions. **In this Schedule A, regardless of whether a time limit is specified for particular tasks or duties, it is intended that the Architect will perform its Services promptly, with sufficient staffing, and all in accordance with the standard of performance in the Agreement.**

The Commission's designated representative will assist the Commission in managing the Project and will have the authority, as specifically directed by the Commission, to act on its behalf. The Commission designates Jennifer Valentin as the Commission's designated representative for the Project.

**The Architect will:**

**A.1. PROGRAMMING SERVICES**

- A.1.1 Begin the Programming Services phase immediately upon notification of award.
- A.1.2. Consult with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project.
- A.1.3. OMITTED as not applicable to this Project.
- A.1.4. Identify and review with the Commission, the requirements of any federal, state, or local agencies having jurisdiction over various aspects of the Project.
- A.1.5. Apply The Chicago Standard to the Project and achieve, at a minimum, the LEED™<sup>2</sup> rating of Certified.
- A.1.6. Present 3 programming options for the Project for review by the Commission and the User Agency.
- A.1.7. Develop an overall design schedule, acceptable to the Commission and coordinate the schedule with the Commission's desired Project completion date.
- A.1.8. Submit documents for programming approval including spatial and functional adjacencies, square footage area of the Project by department, and a preliminary budget for the construction of the Project based on programming efforts.

A.1.9. Immediately upon the Commission's review and written approval of the deliverables of the Programming Services phase, begin the next phase on the updated and approved schedule.

## **A.2. SCHEMATIC DESIGN SERVICES**

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

A.2.2. Based upon such analysis, prepare schematic drawings and design studies, a general description of the scope of the Project, a preliminary estimate of construction costs and an analysis of any re-zoning requirements for the Project. Present 2 schematic design options for the Project for review by the Commission and the User Agency.

A.2.3. Upon direction from the Commission prepare plans, elevations, sections, and outline specifications, as required, to describe the architectural, plumbing and electrical aspects of the selected design option for preparation of the Construction Budget estimate.

A.2.4. As required, review the schematic design documents along with necessary value engineering items, if any, with the Commission and to align the Construction Budget estimate with the Project.

A.2.5. At the completion of Schematic Design Services, transmit one complete copy of the final documents to the Commission for review and transmittal to the User Agency. In addition, make presentations to the User Agency as requested by the Commission. After the Commission's written approval of specific User Agency comments, incorporate any such comments into the Design Development Documents.

A.2.6. Immediately upon the Commission's review and written approval of the deliverables of the Schematic Design Services phase, begin the next phase on the updated and approved schedule.

## **A.3. DESIGN DEVELOPMENT**

A.3.1. Prepare (based upon approved schematic drawings and design studies) plans, elevations and other drawings and outline specifications in order to fix and illustrate the size and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required (the "Design Development Documents").

A.3.2. Update the Construction Budget estimate. Review the Design Development Documents along with the necessary value engineering items, if any, with the Commission and incorporate modifications and revisions into the Design Development Documents to align the Construction Budget with the Project.

A.3.3. Review the Commission's Environmental Consultant's scope of work, if any, incorporate design elements resulting from environmental remediation into the Design Development Documents and coordinate the work as appropriate.

A.3.4. Using a complete set of Design Development Documents, reflecting all improvements described for the Project provide an updated Construction Budget containing:

A.3.4.1. An overview of the updated Construction Budget compared to Construction Budget in the Agreement.

A.3.4.2. A Construction Budget Summary and Division Breakdown (User CSI).

A.3.4.3. A detailed comparison and reconciliation of the current and previous Construction Budgets with an explanation of any variance by component, based on CSI format.

A.3.4.4. A summary of all approved Construction Budget revisions.

A.3.4.5. A cash flow analysis of the Project based on the latest Construction Budget information.

A.3.5. At completion of this phase, transmit one complete set of the final Design Development Documents, including the updated Construction Budget and details, to the Commission for review and transmittal to the User Agency. Make presentations to the User Agency as requested by the Commission. Any comments presented by the User Agency must be approved by the Commission before incorporating such comments into the Construction Documents.

A.3.5.1. If the updated Construction Budget exceeds the Construction Budget in the Agreement, after review and comment and upon written request of the Commission, and without additional compensation continue to revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission until the revised construction estimate conforms to the Construction Budget in the Agreement. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Commission within a reasonable time (not to exceed 90 days) after notice and direction by the Commission.

A.3.5.2. If the Commission requests a change in scope of the Project, and after review and comment and upon written request of the Commission, and with additional compensation revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission.

A.3.6. Immediately upon the Commission's review and written approval of the deliverables of the Design Development phase, begin the next phase on the updated and approved schedule.

#### **A.4. CONSTRUCTION DOCUMENTS**

A.4.1. Prepare and complete, based upon the approved Design Development Documents, all Construction Documents, including architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail all of the elements required for the architectural, civil, electrical, plumbing, fire protection, service-connected equipment and site work as may be necessary in order to obtain bids for construction of the Project. Provide 3 sets of completed Construction Documents in the latest version of Autocad; 1 set on each CD (or other electronic format acceptable to the Commission).

A.4.2. Include modifications, revisions and environmental remediation in the Construction Documents upon approval by and direction of the Commission.

A.4.3. Upon completion of the Construction Documents, update the Construction Budget estimate. Review the Construction Documents along with value engineering items with the Commission to align the Construction Budget with the Project.

A.4.3.1. If the Commission's estimated Construction Budget exceeds the Construction Budget in the Agreement, after review and comment and upon written request of the Commission, and without additional compensation, continue to revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission until the revised Construction Budget conforms to the Construction Budget in the Agreement. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Commission within a reasonable time (not to exceed 90 days) after notice and direction by the Commission.

A.4.3.2. If the Commission requests a change in scope of the Project, after review and comment and upon written request of the Commission, and with additional compensation revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission.

A.4.4. At the completion of the Construction Document phase, transmit one complete copy of the final documents for such phase to the Commission for review and transmittal to the User Agency. In addition, make presentations to the User Agency as requested by the Commission. Any comments presented by the User Agency must be approved by the Commission before incorporating such comments into the final Bid Documents.

A.4.5. Immediately upon the Commission's review and written approval of the deliverables of the Construction Documents phase, begin the next phase on the updated and approved schedule.

#### **A.5. BIDDING PHASE SERVICES**

A.5.1. Assemble and review all bid documents required for each bid package. Review and amend the Commission's bid documents and contract documents so that they are coordinated with the construction documents prepared by the Design Team and the commission's Master CPM milestone dates. Review the necessary Instructions to Bidders, Proposal Forms, Contract Forms, General Conditions and Special Conditions of the Contract supplied by the Commission. Prepare Project Phasing Plans which will be included in bid documents. Prepare 25sets of bid packages and schedules in the Commission's approved format and as directed by the Commission.

A.5.2. Assist the Commission in soliciting bids by issuing Notice of Bid Opportunity letters for the work represented in the contract documents, drawings and specifications to all contractors on the applicable Commission pre-qualified list of qualified contractors eligible to bid on the work.

A.5.3. Attend and document all Pre-Bid Conference Meetings for all bid packages.

A.5.4. Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Consider and document all written requests for product substitutions before receipt of bids.

A.5.5. Review bids and prepare an evaluation and recommendation for each General Contractor award relative to the Project and Construction Budget as directed by the Commission, and submit in a timely manner to the Commission for approval. Assist in negotiating an agreement with the contractor(s) to construct the Project.

A.5.6. If the lowest responsible bid, as determined by the Commission, obtained on any solicitation of bids, is in excess of the related budget, the Commission may either award the construction contract to the lowest responsible bidder, or request that the Architect without additional compensation, make revisions of any or all of the Project including design, scope, quality, drawings, specifications, deletions and substitutions to the end that the construction cost not be in excess of the Construction Budget. Such revisions will be approved by the Commission. The right of the Commission to require such revision and re-bidding will not be exhausted by a single revision and re-bidding, but will be a continuing right until the lowest responsible bid received is within the Construction Budget.

A.5.7. Assist the Commission, without additional compensation, in the solicitation of new bids.

#### **A.6. CONSTRUCTION PHASE SERVICES**

A.6.1. Attend and participate in regularly scheduled "pencil draw" meetings for approval of contractor pay requests. Review and approve within 3 business days all corrected payment applications and transmit fully executed copies of them for approval and payment by the Commission. Maintain cost accounting records in accordance with the specifications and the Commission's procedures of the work performed.

A.6.2. Establish an onsite organization line of authority to implement all construction phases of the project in a coordinated and efficient manner. Establish and maintain onsite a complete library of all contract documents, addenda, bulletins, scope changes, approved shop drawings and material samples.

A.6.3. Maintain a project manager onsite fulltime as the primary point of contact with the Commission, User Agency, Design Team members and General Contractor. Conduct onsite observations of the General Contractor to ensure that work on the Project is progressing on schedule and in accordance with the requirements of the Commission and the Contract Documents. On the basis of onsite observations, keep the Commission advised of the progress and quality of the work and endeavor to guard the Commission against defects and deficiencies in the work of contractors and reject any materials or work which fails to conform to the Contract Documents. Compensation for a qualified project manager onsite fulltime will be established as a not-to-exceed fee in accordance with the billing rates identified in Schedule C. The onsite fulltime project manager will not be removed or replaced before full completion of the work without prior written approval of the Commission. The onsite fulltime project manager will be removed immediately upon written request of the Commission.

A.6.4. Establish and implement procedures for, and maintain coordination among, the Commission, the User Agency, Design Team, General Contractor, and other agencies having jurisdiction of the project with respect to all construction aspects of the project.

A.6.5. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Commission's concurrence, transmit such information to the General Contractor. If requested by the Commission, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

A.6.6. Unless the Commission specifies in writing a shorter or longer time period, within 10 business days following receipt [the Architect will]: (i) Review the adequacy of the supervision, personnel and equipment and the availability of necessary materials and supplies; (ii) Where inadequate, direct that the necessary action be taken to remediate the deficiency; (iii) Comment upon and submit to the Commission for concurring approval requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like.

A.6.7. Develop and establish a quality inspection control system so that the required standards of construction are achieved. Complete and review all testing required by the technical sections of the specifications and applicable codes and regulations for compliance with the Contract Documents.

A.6.8. Provide and distribute all drawings required during construction. Monitor the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work. Review and approve schedules, samples, shop drawings, product data, as-built drawings, product substitutions and other submissions to assure compliance with the design concept of the Project and fulfillment of the General Contractor's obligations as set forth in the Contract Documents, including monitoring of the subcontractors' progress against the approved progress schedule.

A.6.9. Review and monitor, on a periodic basis, the General Contractor's baseline and updated schedules for compliance with the individual milestone dates in the Contract Documents and the Master CPM milestone dates using Primavera Project Planner. In instances where schedule slippage and/or schedule conflicts are forecast to occur, make recommendations to the Commission as to how to remedy the schedule slippage and/or schedule conflicts. Advise the Commission on the coordination of the Project so that the intent of the design is adequately carried out and use reasonable diligence in monitoring the contractor's adherence to the approved construction work schedule.

A.6.10. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all bulletins, proposals, revisions in drawings and change orders requested by the General Contractor, Commission, User Agency, or design team or as required by field other unforeseen conditions and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.

A.6.11 Submit recommendations to the Commission for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.

A.6.12. Review contractors' applications for payment, invoices and other supporting documentation in accordance with the Commission's policies and procedures, and recommend action concerning contractors' periodic and final applications for payment. By issuing recommendations to the Commission for payment to contractors, represent to the Commission that, to the best of its knowledge, information and belief, the quality of the work for which payment is requested is in accordance with the Contract Documents, and the payment amount applied for by the contractor is justified. These provisions will not be construed as conferring any rights hereunder for the benefit of contractors, subcontractors, materialmen, workmen or employees, or any other persons performing portions of the work, nor as enlarging or altering the application or effect of existing lien laws.

A.6.13. Issue clarifications for proper execution of the work required by the Contract Documents; provided, however, not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents.

A.6.14. Review the work to establish preliminary acceptance of the Project.

## **A.7. PROJECT CLOSE OUT**

A.7.1. Conduct a comprehensive final inspection of the Project with the Commission and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.

A.7.2. Consolidate and prepare punch lists from the Architect, the Commission, and the User Agency, and indicate the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Coordinate the completion of such items in an expeditious manner. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

A.7.3. Coordinate with the General Contractor to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the contract documents. Make recommendations as to the

withholding of payments to the General Contractor. Determine the value of any uncorrected and/or deficient work. Coordinate equipment and systems training sessions for User Agency personnel.

A.7.4. Coordinate with the General Contractor to expedite the preparation and delivery of record ("as-built") drawings and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project. As-built drawings shall be provided to the Commission in an editable AutoCAD format-CD.

A.7.5. The completion date for this Project will be no later than the Term as defined in this Schedule. Services required after the completion date will be considered additional services and compensated according to Schedule C.

A.7.6. Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance and obtain from the General Contractor a sworn statement stating that all debts, liabilities and demands on account of work and materials furnished with respect to the Project have been fully paid, released and discharged and that nothing is due to subcontractors, mechanics or materialmen. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

### **A.8. ADDITIONAL RESPONSIBILITIES AND REPRESENTATIONS**

A.8.1. Secure the services of the any necessary Special Consultants with the approval of the Commission.

A.8.2. Review the Commission's Project budget and report to the Commission the status of Project cost at milestones approved by the Commission. Milestones must be at a minimum 30%, 60% and 90% completion of the design documents.

A.8.3. Prepare a Computerized CPM schedule using a program compatible with the Commission's scheduling system. The schedule must clearly identify each phase of the Project and indicate early and late start and finish dates, float times and percent completion of each task. Recommend a method for the delivery of the Project based on the Commission's goals and requirements. Identify long lead time items and recommend to the Commission methods of procurement to achieve the Project schedule.

A.8.4. Participate in value engineering and evaluate proposed foundation, structural, electrical, and mechanical systems as to quality, first cost and life cycle cost, constructability, union jurisdiction, availability and effects on funding flexibility.

A.8.5. Conduct weekly, at minimum, meetings with the Commission, User Agency, Design Team, special consultants and General Contractor. Review all aspects of the Project as necessary, including schedule, submittals, scope changes, information requests, outstanding bulletins, pending issues and field problems. Prepare meeting minutes and distribute to all parties in attendance within 5 business days.

A.8.6. Prepare a monthly report which will include the following:

A.8.6.1. Executive Summary – a summary of financial status, highlights of major events and a schedule summary.

A.8.6.2. Status of Construction – a summary of Project construction activities, including current anticipated start and completion dates by project elements.

A.8.6.3. Outstanding Items – items to be completed by the Architect, Commission, User Agency and General Contractor.

A.8.6.4. Purchasing Activity – detail the current status of materials procurement based upon information received from the General Contractor.

A.8.6.5. Budget Status Report – a summary of anticipated costs and status of scope changes that are approved, pending, and/or anticipated.

A.8.6.6. Schedules – a construction schedule indicating current project status (both in CPM and summary bar chart form), updated cash flow and a look-ahead plan for the following period.

A.8.6.7. Progress Photographs – as required by the Commission.

A.8.6.8. Anticipated Project Activity – in narrative form, the activities of the project in the upcoming month, actions to be taken during that period, and any scheduled governing agency reviews/ approvals, etc.



- A.8.6.9. Other – such additional or revised information as may be required by the Commission.
- A.8.7. Prepare the minutes of all conferences which it attends and will promptly forward typed or reproduced copies of such minutes to such parties as are designated by the Commission.
- A.8.8. The Architect agrees that in performing this Agreement it will comply with all applicable local, state and federal ordinances, laws and regulations including the Illinois Environmental Act (415 ILCS 4/1 et. seq.) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12010 et. seq.), including standards and regulations issued pursuant to these Acts. In those instances where compliance with the above-mentioned statutes do not require accessibility for persons with physical disabilities, the following minimum accessibility standards will apply to any public facility for which aggregate construction and rehabilitation costs of \$500,000 or more will have been incurred during any 30-month period:
- A.8.8.1. Access to the first floor, preferably through the main entrance; and
  - A.8.8.2. Accessible first-floor toilet facilities.
- A.8.9. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, re-zoning, street and alley vacations, permits, licenses, fees, or other approvals, as applicable, that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project.
- A.8.10. Coordinate the procurement and assembly of all required permits, licenses, and certificates from the General Contractor and arrange delivery of same to the Commission.
- A.8.11. Administer and record the architectural and engineering portion of the process for, at a minimum, the LEED™ rating of Certified. Verify compliance and submit the completed application and documentation as directed by the Commission.

#### **A.9. CONTINGENT ADDITIONAL SERVICES**

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

- A.9.1. Select and coordinate the bidding and installation of Fixtures, Furnishings and Equipment (FF&E) not covered in the Project, sculpture, murals and other related features and special equipment not included in the construction contract.
- A.9.2. Furnish consulting services after occupancy of the building in connection with the operation of the building, including various electrical and mechanical systems.
- A.9.3. Provide consultation concerning replacement of any work damaged or destroyed by fire or other cause during construction and furnish additional services as may be required in connection with the replacement of the work.
- A.9.4. Provide additional services made necessary by the default of the contractor in the performance of the construction contract.
- A.9.5. Furnish additional services required in connection with additional site demolition beyond that described in the original Project.
- A.9.6. Provide all measured drawings of existing construction as required for the completion of the Project.

**SCHEDULE B  
PROJECT DOCUMENTS**

Intentionally left blank.

**SCHEDULE C  
COMPENSATION OF THE ARCHITECT**

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

C.1.1. The Commission will pay the Architect for its services a Fixed Fee ("Fee") of \$73,000.00. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated additive change orders constitute the Architect's full fee for Basic Services. The fee will be allocated and payments made on a monthly basis as follows:

Programming and Schematic Design	17%
Design Development	20%
Construction Documents	23%
Bidding Phase Services	5%
Construction Phase	30%
Project Close-out	5%

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

**C.2. BILLING RATES**

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

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

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

**C.2.2. Indirect Personnel Expenses**

- C.2.2.1. Workmen's Compensation Insurance.
- C.2.2.2. Social Security Tax.
- C.2.2.3. Unemployment Insurance.
- C.2.2.4. Health insurance Benefits.
- C.2.2.5. Long Term Disability Insurance.
- C.2.2.6. Other Statutory and Non-Statutory Employee Benefits.

**C.2.2.7. Pensions and Similar Contributions.**

**C.2.3. Indirect Administrative Expenses:**

- C.2.3.1. Telephone Service including Local Calls.
- C.2.3.2. General and Administrative Expense including Overhead.
- C.2.3.3. General Liability, (Excluding costs for Insurance Premiums on Special Consultant(s) and Trade Contractors) Professional Liability, Valuable

Papers, Auto and other Insurance as mandated by the Contract.

C.2.3.4. Computer Charges.

C.2.3.5. Postage and Handling.

C.2.3.6. Parking and Mileage.

C.2.3.7. Other items not specifically identified below as "Reimbursable Expenses".

C.2.4 Profit.

### C.3. REIMBURSABLES

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

C.3.1.1. Plotting, printing and reproduction of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission. One coordination set will be provided to each consultant at the conclusion of schematic, design development and construction document phases.

C.3.1.2. Distribution of drawings, specifications, and presentation materials requested by the Commission, or required for scheduled reviewed of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission.

C.3.1.3. Plotting, printing, reproduction and distribution of drawings and specifications for the purposes of soliciting contractor bids, issuing documents for building permit and issuing documents for construction.

C.3.1.4. Printing and distribution costs associated with shop drawing and submittal reviews during construction.

C.3.2. Costs of these expenses are on a not to exceed basis of \$18,250.00.

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

C.3.3.1. Expense of transportation and living of principals and employees traveling in connection with the Project, but not including travel and expense to and from the job site or within a 50-mile

radius of downtown Chicago. Travel expenses include coach air fare, hotel and per diem costs, auto rental, fuel and insurance, and must be supported with proper documentation in the form of itemized invoices.

C.3.3.2. Fees and costs of special consulting services requested by the Commission such as 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 indicated in paragraph C.1.

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

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

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

C.3.4. The following are not reimbursable expenses:

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

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

### C.4. INVOICING

The Architect will submit an original and 2 copies of its monthly invoice to the Commission's designated representative for approval. Submittal of approved invoices to the Commission is the responsibility of the Commission's designated representative.

## **SCHEDULE D INSURANCE REQUIREMENTS**

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

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

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

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than **\$100,000** each accident or illness.

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

Commercial General Liability Insurance or equivalent with limits of not less than **\$2,000,000** per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission, the Board of Education of the City of Chicago, and the Chicago Park District will be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Architect must provide Automobile Liability Insurance, with limits of not less than **\$2,000,000** per occurrence for bodily injury and property damage. The Commission, the Board of Education of the City of Chicago, and the Chicago Park District must be named as additional insureds on a primary, non-contributory basis.

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

#### **D.1.4. Professional Liability**

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

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

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

The Architect is responsible for all loss or damage to Commission, Chicago Park District and/or Chicago Board of Education property at full replacement cost. The Architect is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented or used by Architect.

#### **D.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.

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

D.2.1. The Architect must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an

expiration or renewal date occurring during the term of this Agreement. The Architect must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Architect is not a waiver by the Commission of any requirements for the Architect to obtain and maintain the specified coverages. The Architect will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Architect of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

D.2.5. The Architect agrees that insurers waive their rights of subrogation against the Commission, Chicago Park District, and Board of Education of the City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives.

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

D.2.7. Any insurance or self-insurance programs maintained by the Commission and the Commission, Chicago Park District, and Board of Education of the City of Chicago do not contribute with insurance provided by the Architect under the Agreement.

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

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

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

### **D.3. RISK MANAGEMENT**

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

**SCHEDULE E  
KEY PERSONNEL**

Yves Jeanty, NCARB – Project Principal  
Billy McGhee, RA – Project Manager/Architect  
Ernest Wong, Project Principal – Landscape Architecture  
Julie Ordower – Landscape Project Manager  
Jorge Gloger, PE – Civil Engineer

**EXHIBIT A  
DISCLOSURE OF RETAINED PARTIES**

**A. Definitions and Disclosure Requirements**

1. As used in this Agreement, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certifications**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: \_\_\_\_\_  
Description or goods or services to be provided under Contract: # PS 965
2. Full Legal Name of Contractor: \_\_\_\_\_
3. **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

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

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

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



DISCLOSURE OF RETAINED PARTIES (continued)

c. This Disclosure of Retained Parties form, some or all of the information provided in it, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

Signature: [Handwritten Signature] Date: 8/29/06  
Name (Type or Print) Yves Jeanty Title President

County of Cook  
State of Illinois

Subscribed and sworn to before me this 29<sup>th</sup> day of August 2006

[Handwritten Signature]  
Notary Public  
My commission expires: 4/20/10



**EXHIBIT B**  
**DISCLOSURE AFFIDAVIT**

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# ACORD, CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2008

**PRODUCER**  
 Kuffel Collimore & Company  
 1761 S. Naperville Road  
 Suite 105  
 Wheaton, IL 60187

**INSURED**  
 Architects Enterprise, Ltd.  
 116 S. Michigan Avenue  
 Suite 700  
 Chicago, IL 60603

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	CNA-Valley Forge Ins Co	
INSURER B:	CNA-Transportation Ins Co	
INSURER C:		
INSURER D:		
INSURER E:		

ARC001

## COVERAGES

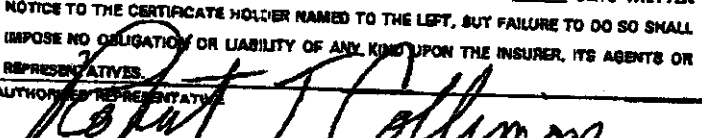
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	114946167	04/30/2006	04/28/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	114946167	04/30/2006	04/28/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	114946167	04/30/2006	04/28/2007	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below No.	WC114946924	04/28/2006	04/28/2007	<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
A		OTHER Valuable Papers	114946167	04/30/2006	04/28/2007	Special Form 50,000

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

RE: Contract #PS965, Stewart Campus Park. Additional Insured on Policy #114946167 only on a primary, non-contributory basis, waiver of subrogation included: The Commission, the Board of Education of the City of Chicago, and the Chicago Park District. "Subject to Policy Terms and Conditions" "Limits at Policy Inception"

*Special on one*

CERTIFICATE HOLDER	CANCELLATION
Public Building Commission of Chicago Richard J. Daley Center 50 West Washington St, Ste 200 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

# CERTIFICATE OF INSURANCE

August 28, 2006

**PRODUCER**  
**Aon Insurance Services**  
 1411 Opus Place, Suite 250  
 Downers Grove, IL 60515

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
A US Specialty Insurance
- COMPANY  
B
- COMPANY  
C
- COMPANY  
D

**INSURED**  
**Architects Enterprise, Ltd.**  
 116 South Michigan Avenue, Suite 700  
 Chicago, IL 60603

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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.

CG LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S CONT. PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Per one fire) \$ MED EXP (Any one person) \$ COMBINED SINGLE LIMIT \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
	<b>CARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
<b>X</b>	<b>OTHER</b> Professional Liability Insurance	US061078702	4/28/2006	4/28/2007	Per Claim Aggregate \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 Ref: Contract # P:3986 Stewart Campus Park

*[Handwritten Signature]*

**CERTIFICATE HOLDER**

**Public Building Commission of Chicago**  
 50 West Washington Street  
 Suite 200  
 Chicago, IL 60602

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*[Handwritten Signature]*