

PUBLIC BUILDING COMMISSION OF CHICAGO
PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1271

with

JOHN RONAN ARCHITECTS and DeSTEFANO AND
PARTNERS, LTD. a Joint Venture
TO PROVIDE THE SERVICES OF
DESIGN ARCHITECT for
CHICAGO PUBLIC SCHOOLS
HIGH SCHOOLS

CHICAGO, ILLINOIS
Project Number: CPS 28

Mayor Richard M. Daley
Chairman

Erin Lavin Cabonargi
Executive Director

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

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EXECUTION PAGE

**Design Architect for Chicago Public Schools – High Schools
PS1271**

THIS AGREEMENT effective as of August 18, 2007, (the "Effective Date") 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 John Ronan Architects and DeStefano and Partners, a joint venture with offices at 320 West Ohio Street 4E, Chicago, IL 60610, (the "**Architect**"), at Chicago, Illinois.

Background Information – Recitals:

Whereas, the Commission on behalf of the **Chicago Public Schools** (referred to in this Agreement as the "**User Agency**"), intends to undertake the design and construction of high schools in Chicago, Illinois.

Whereas, the Board of Commissioners of the Public Building Commission of Chicago, on **August 18, 2007**, awarded a contract to Architect as Design Architect for Chicago Public Schools – High Schools.

Whereas, the Commission requires certain professional services described in the Agreement, in connection with the Projects and desires to retain the Design Architect on the terms and conditions set forth in the Agreement to perform such Services. These services generally consist of developing or improving upon existing prototypical designs for high schools. The Design Architect will refine existing design standards and specifications, and develop new standards and specifications as required. The Design Architect will provide oversight and review for compliance with prototypical design details and specifications. The Design Architect desires to be so retained by the Commission and has represented to the Commission that the Design Architect has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

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

Whereas, the Construction Budgets for the Project will be established by the Commission after completion of Schematic Designs based upon the requirements of the Projects and allowances for cost escalation and contingencies.

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

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NOW THEREFORE, the parties agree on the terms and conditions that follow:

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

Richard M. Daley Date: _____
Richard M. Daley
Chairman

Attest:

Edgwick Johnson Date: 4-11-08
Edgwick Johnson
Secretary

ARCHITECT, JOHN RONAN ARCHITECTS AND DESTEFANO AND PARTNERS, a joint venture:

John Ronan Date: 04-09-2008
John Ronan

James R. DeStefano Date: APRIL 9, 2008
James R. DeStefano

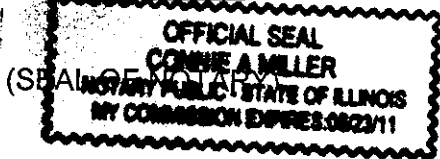
County of: Cook

State of: Illinois

Subscribed and sworn to before me by John Ronan and James DeStefano on behalf of the Design Architect this 9th day of April, 2008.

Conie A. Miller
Notary Public

My Commission expires:
6-23-2011



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Article I. INCORPORATION OF RECITALS

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

Article II. DEFINITIONS AND USAGE

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

- (a) **Agreement.** This Agreement for Design Architect services, between the Commission and the Design Architect, including: all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference; all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- (b) **Architect of Record/Architect.** Those firms assigned to provide Architect-of-Record services on specific schools. The Design Architect may be assigned Architect-of-Record services.
- (c) **Design 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.
- (d) **Authorized Commission Representatives.** One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Projects. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
- (e) **Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (f) **Additional Services.** Additional services to be provided by the Design Architect for the Projects pursuant to the provisions of Schedule A.
- (g) **Contract Documents.** All of the Contract documents for the construction and improvement of the Projects including the Bidding Instructions, Standard Terms and Conditions for Construction Contracts, Technical Specifications, Drawings, Addenda, Bulletins and Modifications to those parts.
- (h) **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (i) **Deliverables.** The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Design Architect is required, under this Agreement, to provide to the Commission.
- (j) **Key Personnel.** Those job titles and individuals identified in Schedule F.
- (k) **Projects.** Back of the Yards High School, Southeast Area High School, Southwest Area High School, Southside Area High School, Austin High School.
- (l) **Services.** Collectively, the duties, responsibilities and tasks that are necessary to allow the Design Architect to provide the Scope of Services required by the Commission under this Agreement.

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- (m) Subconsultant or Subcontractor. Any person or entity hired or engaged by the Design Architect to provide any part of the Services required under the terms of this Agreement.
- (n) Task Order. A formal, written request by the Commission, signed by the Executive Director, for the Design Architect to provide specific Services under this Agreement.
- (o) User Agency. The governmental agency or agencies identified in the Background Information that requested the Commission to undertake the construction and/or improvement of the Project.

Section 2.02 Usage and Conventions

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

Article III. INCORPORATION OF DOCUMENTS

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

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

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

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

Section 4.02 Key Personnel. The Design Architect must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Design 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 F. Upon that notice, the Design Architect must immediately suspend the Key Person or Key Persons from performing Services under this Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.

Section 4.03 Subcontract Terms and Conditions. Design Architect shall include a provision in any and all subcontracts that Design Architect may enter into for the performance of the Services that states that the subcontractor shall comply with the terms and conditions of this Agreement in its performance of its portion of the Services. In addition, each subcontract for the performance of the Services shall provide that the Commission is a third-party beneficiary to the subcontract, and may enforce any of the subcontract terms and conditions, including, but not limited to, those pertaining to the standard of performance, indemnity and insurance. Nothing in this Agreement, nor any subcontract to this Agreement, shall state, imply or be construed to state or imply that the Commission or its User Agency are indemnitors or insurers of the Architect or Architect's subcontractors.

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Section 4.04 Nondiscrimination. In performing under this Agreement the Design 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 Design 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 Design Architect will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

Section 4.05 Employment Procedures; Preferences and Compliance. Salaries of employees of the Design 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 Design 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 Design 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 Design Architect, out of payments due to the Design 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 Design Architect to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

Section 4.06 Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Design 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.

Section 4.07 Records. The Design Architect must maintain accurate and complete records of expenditures, costs and time incurred by the Design Architect and by consultants engaged by the Design 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 Design Architect's offices upon reasonable notice during normal business hours. The Design Architect must retain all such records for a period of not less than five calendar years after the termination of the Agreement. However, if there is a disagreement over fees, then five years or until a final resolution of the matter - whichever occurs later.

Section 4.08 Compliance with Laws. In performing its engagement under the Agreement, the Design Architect must comply with all applicable federal, state and local laws, rules, and regulations.

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Section 4.09 Performance Standard.

- (a) The Design Architect represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Design 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 Design Architect to perform the Services in the manner required by the Agreement.
- (b) The Design 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 Design Architect must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Design Architect remains responsible for the professional and technical accuracy of all Services furnished, whether by the Design Architect or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.
- (c) The Design Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- (d) If the Design Architect fails to comply with the obligations under the standards of the Agreement, the Design 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 Design 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 Design Architect either under the Agreement, at law or equity.
- (e) Evaluations of the Commission's budget for the Projects, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Design Architect represent the Design Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Design Architect nor the Commission has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

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Section 4.10 Errors and Omissions. As directed by the Commission's Authorized Representative, the Design Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify negligent errors, omissions or ambiguities. The Commission has a committee that reviews the project for alleged errors and omissions by the Design Architect. The Committee will, as appropriate, conduct an internal review of the alleged error or omission, provide a written statement of claim regarding the alleged error or omission to the Design Architect, allow the Design Architect to respond in writing, and meet with the Design Architect to attempt to settle the claim when the Commission concludes that an error or omission has occurred. The Design Architect will attend such meetings without additional compensation. Upon notice or discovery, and as directed by the Commission, the Design Architect will perform, without additional compensation, the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions or ambiguities. The Commission reserves the right to recover from the Design Architect such damages as may be incurred by the Commission as a result of errors or omissions in the Deliverables prepared by the Design Architect. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to the Design Architect's failure to perform the Services or meet the Commission's schedule, design errors and omissions, or failure to adhere to the terms and conditions of this Agreement.

If the Commission and the Design Architect disagree with respect to the Design Architect's fault, or as to whether the Design Architect is entitled to payment for the Services required by the Commission pursuant to this Section 4.10, the Design Architect may assert a dispute pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the Design Architect must provide Services as directed by the Commission during the pendency of any dispute.

Section 4.11 Representations and Covenants by Design Architect. Neither the Design Architect nor any affiliate of the Design Architect is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce, or their successors, or on any list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this Section 4.11 only, the term "affiliate," when used to indicate a relationship with a specified person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

Article V. TERM

Section 5.01 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.

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

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off regarding the Design Architect's failure to properly perform Services from payments that are due to the Design Architect.

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

- (a) During the period the Design Architect's performance is suspended, the Design Architect is not entitled to incur fees or bill the Commission, except for the Design Architect's time for participating in substantive meetings concerning the Projects (but not for meetings to discuss the Design Architect's invoices or claims). The Design Architect may bill such time spent during a suspension only if the Design 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 D. Participation in meetings at the request of the Commission is not considered to be resumption of the Design Architect's Services.
- (b) If the Design Architect is required to resume its Services under this Agreement, the Commission will notify the Design Architect in writing, giving the Design Architect a reasonable period not to exceed 10 days to remobilize itself. The Design 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 D. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance with the provisions of Schedule C, establishing a revised Completion Date of Services, and the Design Architect will recommence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

Section 5.04 Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Design Architect from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Design 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 Design Architect or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided in it.

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

Article VI. COMPENSATION OF DESIGN ARCHITECT; REIMBURSEMENT FOR EXPENSES

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

Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

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

- (a) Information. The Commission will provide the Design Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.
- (b) Review of Documents. Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Design Architect and render decisions pertaining to them with reasonable promptness.
- (c) Site Data. To the extent the Commission determines to be necessary for the Design Architect to perform the Services, the Commission may furnish, or may authorize the Design Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
 - (i) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.
 - (ii) A certified title.
 - (iii) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements
 - (iv) Title information as to restrictions, easements, zoning and deed restrictions.
 - (v) Information concerning availability of both public and service and utility lines. See Schedule A for more details.
 - (vi) If the Design Architect does procure these or any other services at the request of the Commission, the Design Architect shall not be liable for the substantive accuracy or completeness of such services, nor shall the Design Architect be vicariously liable for the procured services.
- (d) Tests and Reports. To the extent required for the Design 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 Design Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. The Commission will pay for such tests and reports, however, the Commission may direct the Design Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule D.

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

Section 7.03 Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Design Architect or any party engaged by the Design Architect, pertaining to the Project and/or the Services will be the property of the Commission. Architect shall provide the Commission with opportunity to review all such documents and shall provide copies to the Commission upon written request. The Design Architect may reuse standard details and specifications on other projects.

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- (a) The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Design 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 Design Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
- (b) The Design Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.
- (c) The Design 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 Design 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 Design Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Design Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Design Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.
- (d) In addition, the Design Architect represents that the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the typical practices and performance standard of this Agreement. The Design Architect will provide the Commission the final plans and specifications for the project in an editable, electronic form. Further, the Design 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 Design Architect is indemnified by the Commission for any damages resulting from any such future re-use or adaptation of the Work by having the Executive Director and Design Architect execute an Electronic File Transfer Agreement in the form attached to this Agreement as Exhibit C.

Article VIII. INDEMNIFICATION

Section 8.01 Indemnification. The Design 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 Design Architect's negligent performance or non-performance of the agreement or of any error or omission or negligent or willfully wrongful act of the Design Architect, or and any person employed by the Design Architect, or and any Subcontractor retained by the Design Architect in connection with the Projects.

No official, employee or agent of the Commission shall be charged personally by Design Architect, or by any subcontractor or assignee of Design Architect, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of the Commission's execution or attempted execution of the Agreement, or because of any breach of the Agreement.

To the extent permissible by law, Design Architect waives any limits to the amount of its obligation to indemnify, defend or contribute to any sums due pursuant to Design Architect's obligations under this

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Article VIII, including any claim by any employee of Design Architect that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 *et seq.*, or any other law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Commission, however, does not waive any limitations it may have upon its liability under the Illinois Workers' Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, the Illinois Pension Code, or any other statute.

Article IX. INSURANCE MAINTAINED BY THE DESIGN ARCHITECT

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

Article X. DEFAULT

Section 10.01 Events of Default. The Design Architect shall have a ten-day period to cure following written notice from the Executive Director for the events of default that follow. Each of the following occurrences constitutes an Event of Default by the Design Architect under the Agreement:

- (a) Failure or refusal on the part of the Design Architect to duly observe or perform any obligation or agreement on the part of the Design 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 Design Architect by the Commission;
- (b) Any representation or warranty of the Design Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- (c) The Design Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- (d) Any proceeding is commenced against the Design 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 Design Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Design Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
- (e) The Design Architect's material failure to perform any of its obligations under the Agreement, including any of the following:
 - (i) Failure due to a reason or circumstance within the Design Architect's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to Schedule C in this Agreement;

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- (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;
- (iv) Discontinuance of the Services for reasons within the Design Architect's reasonable control; or
- (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
- (f) Any change in ownership or control of the Design Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- (g) The Design Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, the Chicago Public Schools or the Chicago Park District. Design Architect acknowledges that in event of a default under this Agreement, the Commission may also declare a default under any such other agreements.

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

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

Article XI. CLAIMS AND DISPUTES

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

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

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exceed sixty (60) days may be granted by the Executive Director. The Dispute must be filed within thirty (30) days of the receipt of the ruling by the Authorized Commission Representative.

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

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

Section 11.05 Design Architect Self-Help Prohibited. The Design 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 Design Architect's claims against the Commission or User Agency will constitute bad faith on the Design Architect's part. This provision is not intended to prohibit the Design Architect from exercising its well-considered professional judgment in carrying out its duties and responsibilities under the Agreement.

Article XII. CONFIDENTIALITY

All of the reports, information, or data prepared or assembled by the Design Architect under the Agreement are confidential, and except as may be necessary to perform its services the Design 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 Design 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 Projects or the Services. If the Design Architect is served with a subpoena requiring the production of documents or information which is deemed confidential, the Design 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.

Design Architect acknowledges and understands that the Deliverables required by the Commission pursuant to this Agreement include documents that the Commission may use to solicit bids for the construction of certain of its projects. It is of the utmost importance to the Commission that any and all information pertinent to such bids not be divulged to any third parties prior to the opening of bids for the project(s). Accordingly, Design Architect and its subcontractors, of any tier, are expressly prohibited from divulging any information that might materially impact a bid for the Commission's projects to any person or individual that is not a party to this Agreement. Design Architect acknowledges and agrees that its obligations to the Commission with respect to information pertinent to bidding on projects are those of a fiduciary, and that the Commission will hold Design Architect to the standard of care of a fiduciary in this respect.

Article XIII. ASSIGNMENT

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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 Design Architect and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Design Architect, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Design 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 Design 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 Design Architect further acknowledges that the Design Architect represented to the Commission the availability of certain members of the Design Architect's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Design Architect must so notify the Commission in writing, and must assign other qualified members of the Design Architect's staff, as approved by the Commission, to the Project.

Article XIV. RELATIONSHIP OF PARTIES

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

Article XV. GENERAL

Section 15.01 Design Architect's Authority. The Design 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 signature(s) of each person signing on behalf of the Design Architect have been made with complete and full authority to commit the Design Architect to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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

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

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

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

Section 15.06 Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Design 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 Design Architect may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

Section 15.07 Non-liability of Public Officials. No Commission Board member, employee, agent, officer, or official is personally liable to the Design Architect or its subcontractors, and the Design Architect and its

PUBLIC BUILDING COMMISSION OF CHICAGO

subcontractors are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to the Design Architect or its subcontractors under this Agreement.

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO
SCHEDULE A**

SCOPE OF SERVICES

**Design Architect for Chicago Public Schools – High Schools
PS1271**

The Design Architect under this Agreement will provide Services as required to assist in the planning phase of various new Projects.

The Design Architect will, on a "Task Order" basis:

- Develop or improve upon an already existing prototypical design for high schools, refine existing design standards and specifications and develop new standards and specifications as required on Projects where other firms are selected to serve as Architect of Record;
- Provide oversight and review for compliance with prototypical design details and specifications through standardized review submissions at various milestones;
- Perform 'test fits' of the prototypical design on various sites for consideration of future projects;
- Institute a 'lessons learned' process documenting best practices and design improvements for integration into subsequent projects; and
- Participate in the PBC design committee.

Design Architect must perform any or all of the ordered and required Services in a satisfactory manner consistent with the standard of performance stated in Section 4.08 of the Agreement. Such Services will be determined on an as-needed basis and as described in a Task Order Services Request. Design Architect will be responsible for the professional and technical accuracy and completeness of all planning studies, plans, designs, drawings, specifications, calculations, cost estimates and all other work or materials furnished.

The Commission will provide the Design Architect with the bid documents for various high schools. The high school bid documents provide an example of a completed design based on the prototype, as well as an indication of the modifications to the prototype that were suggested by the Architect of Record for the project and approved by the Commission and User Agency. Although modifications may have been approved for the a project, they may not necessarily be appropriate for or pertinent to Design Architect's project(s). **Be advised that any and all material deviations from the prototype, CPS New Construction Guidelines and CPS Master Specifications must be requested by the Design Architect in writing and approved, in writing, by the Authorized Commission Representative prior to being included in any Deliverable for any Design Architect Project.**

Task Orders

All Services must be authorized by a written Task Order. Design Architect acknowledges and agrees that the Commission is under no obligation to issue any Task Orders for Services.

The Commission may issue a Task Order Request specifically referencing this Agreement, identifying the project, and setting forth the Services to be performed pursuant to the proposed Task Order and a desired completion date.

Design Architect must respond by proposing a time schedule, budget, deliverables and a list of key personnel, all of which must conform to the terms of the Task Order Request and the terms and conditions of this Agreement.

Costs associated with the preparation of Task Orders are not compensable under this Agreement and the Commission is not liable for any additional costs.

Upon acceptance of Design Architect's response to the Task Order Services Request (subject to negotiation of terms and conditions by the Commission and the Design Architect in conformity with the

PUBLIC BUILDING COMMISSION OF CHICAGO

terms of this Agreement), the Commission may, by written Task Order signed by the Executive Director, direct the Design Architect to perform the Task Order Services.

Design Architect must not commence Services under the Task Order until the written approval of the Executive Director has been obtained, and the Commission is not liable for any cost incurred by the Design Architect without such approval.

Typical Task Orders are outlined as follows:

I. Peer Review, Standards Development and Lessons Learned Documentation

On projects where other firms are appointed to serve as Architect of Record (AOR), the Design Architect may provide the following Services:

A. At regular milestones in project development (specifically Schematic Design, Design Development, 60% CDs, 90% CDs and 100% CDs) the Architect of Record will issue review documents. The Design Architect will review and comment on these documents for adherence with established standards and practices.

B. The Design Architect will maintain a "Lessons Learned" log which illustrates salient issues and resolutions reached during project development by the Design Architect and various AORs. The Lessons Learned Log will also document best practices and design improvements for integration into the prototype designs.

C. The Design Architect will assist the Authorized Commission Representative in obtaining client review and approval of standard design elements and configurations (eg. Libraries, Science, Food Service, etc.)

II. Test Fits

On Projects where options for land acquisition are being explored or different program options are being investigated, the Design Architect may provide the following Services:

A. The Design Architect will determine and confirm available site documentation information. If no survey is available, the Design Architect will obtain Sidwell and 80 Acre maps of the subject property in order to depict the subject property with appropriate site dimensions, public rights of way and site characteristics.

B. The Design Architect will consult with the Authorized Commission Representative to determine the desired prototype(s) for implementation as well as any required programmatic additions or alterations. The Design Architect will depict these requirements for review by the Authorized Commission Representative.

C. The Design Architect will prepare documentation as requested by the Authorized Commission Representative which depicts building program, square footage, area of site development, site development features and any amendments to the public right of way.

D. The Design Architect will assist the Authorized Commission Representative in obtaining client review and approval of test fits and site development options.

III. Abatement, Demolition and Site Preparation Scope Documentation

On projects where land acquisition is in process or has been completed, the Design Architect will provide the following services:

A. The Design Architect will assist the Authorized Commission Representative in obtaining various site information data, including but not limited to surveys, soil borings and environmental tests.

B. The Design Architect will consult with the Authorized Commission Representative and the assigned Environmental Consultant to confirm the existing conditions of the subject properties.

C. The Design Architect will consult with the Authorized Commission Representative and the assigned Environmental Consultant to determine the required scope of work. The scope of work may include all or part of the following: abatement, demolition, environmental site abatement and geotechnical site preparation.

PUBLIC BUILDING COMMISSION OF CHICAGO

D. The Design Architect will consult with the Authorized Commission Representative and other stakeholders to determine the appropriate procurement method for the required scope of work (e.g. JOC - Job Order Contracting or DBB – Design Bid Build).

E. The Design Architect will prepare documentation as requested by the Authorized Commission Representative which depicts the abatement, Demolition and / or Site Preparation Scope of work as required for implementation by the determined means of procurement.

IV. Conceptual Design

During the Conceptual Design phase, the Design Architect may provide the following Services:

A. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, as well as required regulatory and client reviews.

B. Analysis of the requirements of the Project, including confirmation of the conditions of the site and the survey, and consultation with the Commission to establish the design, and the functionality and financial feasibility of the Project.

C. Preparation of documents necessary to illustrate any required amendments to the public right of way.

D. Preparation and presentation of Conceptual Design options for the Project for review by the Commission and the User Agency. Preparation of conceptual drawings and design studies (including materials) based upon analysis of Project requirements. Preparation of a general description of the scope of the Project, a preliminary estimate of probable construction costs.

E. Preparation of plans, elevations, sections, outline specifications and narratives, as required, to describe the architectural, structural, mechanical, plumbing, fire protection and electrical aspects of the selected design option for preparation of the preliminary estimate of probable construction cost.

F. All phases of Design Architect's Project(s) are required to be designed in accordance with United States Green Building Commission (USGBC) standards to achieve a minimum Leadership in Energy and Environmental Design (LEED) rating of Silver, or such other level as the Commission may designate.

G. At the completion of Conceptual Design Services, transmit multiple hard copies at the direction of the Authorized Commission Representative and editable electronic version of the final documents to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Conceptual Design phase for presentation to the User Agency. The presentation is to be made as directed in writing by the Authorized Commission Representative.

H. Prepare and issue hard copies of the Conceptual Design Drawings, Outline Specifications and Narratives, as required, to the Authorized Commission Representative for the Conceptual Design Milestone Review.

PUBLIC BUILDING COMMISSION OF CHICAGO
SCHEDULE B
PROJECT DOCUMENTS

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PUBLIC BUILDING COMMISSION OF CHICAGO
SCHEDULE C
PROJECT SCHEDULE

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**PUBLIC BUILDING COMMISSION OF CHICAGO
SCHEDULE D - COMPENSATION**

**Design Architect for Chicago Public Schools – High Schools
PS1271**

I. FEE

A. The Design Architect scope of services will be assigned on an hourly basis not-to-exceed **two million and nine hundred thousand dollars (\$2,900,000.00)** plus reimbursable expenses. The Design Architect will not be entitled to compensation above this amount without a written amendment.

B. The Design Architect's Fee will include consultant's profit, overhead, general conditions, and all items not specifically identified as Reimbursable Expenses.

C. Rates of reimbursement for the Architect's employees (and employees of any Subconsultant performing Additional Services) will be the actual base salaries paid to the specific employee performing the services times a 2.8 multiplier.

The 2.8 multiplier will fully compensate the Architect for all direct and indirect costs associated with the Additional Services. Indirect costs included in the multiplier shall constitute full and complete compensation to the Architect for labor burden costs (including workers compensation insurance, FICA, SUTA, health benefits, long term disability benefits, pensions and similar contribution and oteh stautory and non-statutory employee benefits), indirect administrative expenses, general and administrative expenses, overhead, additional premium costs for insurance (including but not limited to general liability, professional liability, valuable papaers and automobile, but excluding additonal insurance premium costs for specialty subconsultants and Subcontractors), computer and related charges, postage and handling charges, parking and mileage charges, telephone service (including local calling charges), profit, and all items not specifically identified below as "Reimburseable Expenses."

II. BILLING RATES AND COMPENSATION FOR SERVICES

A. The Commission shall compensate the Design Architect on a Time Card basis in accordance with this Agreement. For Time Card billings, rates of reimbursement for the Design Architect's employees (and employees of any Subconsultant performing services) will be the actual base salaries paid to the specific employee performing the services times a 2.8 multiplier.

The 2.8 multiplier will fully compensate the Design Architect for all direct and indirect costs associated with the Services. Indirect costs included in the multiplier shall constitute full and complete compensation to the Design Architect for labor burden costs (including Workers' Compensation insurance, FICA, SUTA, health benefits, long term disability benefits, pensions and similar contribution and other statutory and non-statutory employee benefits), indirect administrative expenses, general and administrative expenses, overhead, additional premium costs for insurance (including but not limited to general liability, professional liability, valuable papers and automobile, but excluding additional insurance premium costs for specialty subconsultants and subcontractors), computer and related charges, postage and handling charges, parking and mileage charges, telephone service (including local calling charges), profit, and all items not specifically identified below as "Reimbursable Expenses."

III. REIMBURSABLE EXPENSES

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

The following will be considered Reimbursable Expenses:

1. Plotting, printing, reproduction and distribution of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the

PUBLIC BUILDING COMMISSION OF CHICAGO

Commission. One coordination set will be provided to each consultant at the conclusion of schematic, design development and construction document phases.

2. Printing and distribution costs associated with shop drawing and submittal reviews during construction.
3. Distribution of drawing, specification, and presentation material requested by the Commission, or required for scheduled review 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.

The following are NOT Reimbursable Expenses:

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

B. The following shall be Reimbursable Expenses provided that the Design Architect has obtained the prior written approval by the Authorized Commission Representative:

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

C. Reimbursable Expenses shall not exceed **one hundred and fifty thousand dollars \$150,000.00** except as approved by the Commission in the form of an Amendment issued in accordance with this Agreement.

V. METHOD OF PAYMENT

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

Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Architect must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.

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2. Payment will be processed within 30 days after Commission receives an acceptable invoice from the Design Architect.
3. Invoice Disputes. If the Commission disputes certain items in the Design Architect's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

VI. INVOICING

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

**PUBLIC BUILDING COMMISSION OF CHICAGO
SCHEDULE E - INSURANCE REQUIREMENTS**

**Design Architect for Chicago Public Schools – High Schools
PS1271**

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

E.1. INSURANCE TO BE PROVIDED:

E.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage must include, but is not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission, Board of Education of the City of Chicago and City of Chicago must 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 Design Architect must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

E.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 Design 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, Board of Education of the City of Chicago and City of Chicago must be named as additional insureds on a primary, non-contributory basis.

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

E.1.4. Professional Liability

When any Design Architect, or other professional, performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. 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 Design Architect must maintain limits of not less than

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\$1,000,000 per occurrence with the same terms herein.

E.1.5. Property

The Design Architect is responsible for all loss or damage to Commission, Board of Education and/or City of Chicago property at full replacement cost. The Design 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 Design Architect

E.1.6. Valuable Papers

When any plans, designs, drawings, specifications, data, media, and documents are produced or used under the Agreement, Valuable Papers Insurance will be maintained in an amount to insure against any loss whatsoever, and will have limits sufficient to pay for the re-creation and reconstruction of such records.

ADDITIONAL REQUIREMENTS

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

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

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

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Design Architect.

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

If Design Architect is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The insurance coverage and limits furnished by Design Architect in no way limit the Design

PUBLIC BUILDING COMMISSION OF CHICAGO

Architect's liabilities and responsibilities specified within the Agreement or by law.

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

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

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

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

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

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**SCHEDULE F
KEY PERSONNEL**

Architect for CPS High Schools

PS1271

DeStefano and Partners, Ltd.

James R. DeStefano	Principal-in-Charge
Mary Ann Van Hook	Management Principal, Liaison for Contractual Matters
Rebecca Callcott	Technical Principal
Timothy Blatner	Senior Technical Architect
Gabriela Miramon	Senior Project Manager
Sang Hoon Shin	Senior Project Architect
Randal Cartwright	Senior Project Architect
Srdjan Avram	Project Manager

John Ronan Architects

John Ronan	Lead Designer and Principal-in-Charge, Liaison for Contractual Matters
Evan Menk	Senior Technical Coordinator
Kevin Wineinger	Project Architect

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SCHEDULE G

OTHER CONDITIONS

Design Architect for Chicago Public Schools – High Schools

PS1271

NONE

**PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT A
DISCLOSURE OF RETAINED PARTIES
Design Architect for Chicago Public Schools - High Schools
PS1271**

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the 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. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Professional Services Agreement # PS1271
Description or goods or services to be provided under Contract: Design Architect for Chicago Public High Schools
2. Name of Contractor: John Ronan Architects/DeStefano and Partners, Ltd. Joint Venture
3. **EACH AND EVERY** lobbyist 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.

Retained Parties:

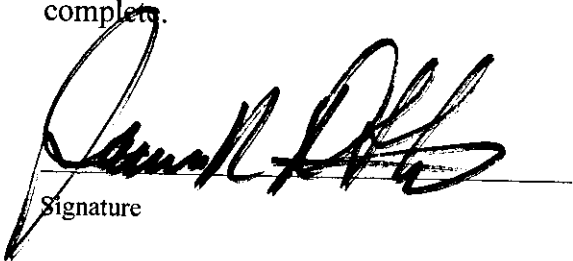
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

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

PUBLIC BUILDING COMMISSION OF CHICAGO

4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The 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


____ April 9, 2008 ____
Date

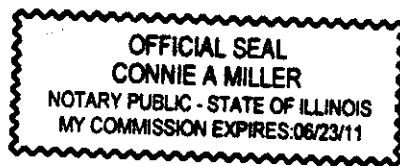
____ James R. DeStefano ____
Name (Type or Print)

____ Primary Representative ____
Title

Subscribed and sworn to before me

this 9th day of April, 2008


Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B

DISCLOSURE AFFIDAVIT

**Design Architect for Chicago Public Schools – High Schools
PS1271**

**ON FILE with Public Building Commission of Chicago
Joint Venture Agreement follows on following page.**

 **AIA**® Document C801™ – 1993

**Joint Venture Agreement
for Professional Services**

AGREEMENT made as of the 7th day of September in the year of
(In words, indicate day, month and year)

BETWEEN the First Party:
(Name and address)

John Ronan Architect LLC
320 W Ohio Street, 4E
Chicago, IL 60610

and the Second Party:
(Name and address)

DeStefano and Partners, LTD
445 E Illinois Street, Suite 250
Chicago, IL 60611

To form a Joint Venture to be known as:
(Name and address)

→ John Ronan Architect/DeStefano and Partners. LTD

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

It is the intention of the Parties to form this Joint Venture in order to enter into an agreement or agreements with the Public Building Commission of Chicago for professional services in connection with the following Projects:
(Include name, address and location of Project; name and address of Owner; and detailed description of scope.)

City of Chicago – Urban Model High Schools
Design Architect, Site Preparation Package and Architect of Record
1. South Shore Replacement High School
(Table deleted)
2. Kelly, Curie, Gage Park Area High School

Design Architect, Site Preparation Package and Peer Reviews
3. Back of the Yards Area High School
4. South East Area High School
5. South Side Area High School
6. South West Area High School
7. AG West High School

The Parties agree as set forth below.

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ARTICLE 1 RIGHTS OF THE PARTIES

§ 1.1 The Terms and Conditions of this Agreement shall govern the relationship of the Parties and the rendering of services required under this Agreement and under any subsequent agreement with the Owner relating to the Project. The agreement or agreements with the Owner shall be referred to as the "Project Agreement."

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

§ 2.1 The Parties shall share, in the manner provided in this Agreement, the general obligations and responsibilities for professional services to be performed under the Project Agreement in the manner provided in this Agreement.

§ 2.2 Each Party shall perform the specific services required of it as set forth in Article 16.

§ 2.3 Neither Party to this Agreement shall enter into a separate agreement with the Owner for professional services in connection with this Project without the approval of the other Party.

§ 2.4 The relationship between the Parties shall constitute a joint venture for the performance of the services required of the Joint Venture under the Project Agreement. The services required of each Party to the Joint Venture shall be limited to the performance of services required in this Agreement.

§ 2.5 The Parties intend that the responsibilities and obligations, financial and otherwise, assumed under this Agreement shall be borne by each in proportion to their participation as provided in Section 18.1, or as may be otherwise described in this Agreement. If for any reason any Party shall limit its participation in responsibilities and obligations to less than that described in this Agreement, its respective share of compensation under this Agreement shall be adjusted by the Policy Board to account for such reduced participation.

§ 2.6 All public statements and releases, including the issuance of photographs and renderings, for all media for the duration of this Agreement, are subject to the prior approval of the Policy Board. In subsequent presentations not made by the Joint Venture, and in any brochures or other releases of the Parties hereto, materials depicting or relating to the Project shall be identified as work of the Joint Venture with specific references to John Ronan Architect as Design Architect and DeStefano and Partners as Architect of Record for South Shore Replacement High School and Kelly, Curie, Gage Park Area High School. In addition John Ronan Architect shall be listed as Design Architect and DeStefano and Partners as Associate Architect for Back of the Yards Area High School, South East Area High School, South Side Area High School, South West Area High School and AG West High School.

ARTICLE 3 REPRESENTATIVES AND POLICY BOARD

§ 3.1 Each Party shall designate a Primary Representative to serve on the Policy Board. Each Party's Primary Representative shall have complete authority to bind that Party.

Primary Representative:
John Ronan Architect – John Ronan
DeStefano and Partners, LTD – James R DeStefano

§ 3.2 Each Party shall also designate an Alternate Representative to the Policy Board. Each Party's Alternate Representative shall serve only when the Primary Representative is absent. The Primary and Alternate Representatives shall serve as such without compensation, except as otherwise described in this Agreement.

Alternate Representative:
John Ronan Architect – Evan Menk
DeStefano and Partners, LTD – Mary Ann Van Hook

§ 3.3 Should any of the foregoing representatives become unable to perform the duties of such representative or for any reason cease to be employed by the Party who nominated them, such Party shall promptly, by written notice served upon the other Party, name a successor.

§ 3.4 Each of the Parties to this Agreement may at any time replace the Primary or Alternate Representatives designated by it by a written notice served upon the other Parties as provided in Article 14.2.

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§ 3.5 Meetings of the Policy Board for the transaction of business of the Joint Venture may be called, subject to reasonable notice, by the representative of either Party.

ARTICLE 4 MANAGEMENT OF THE JOINT VENTURE

§ 4.1 The Policy Board shall have full responsibility and authority for performance of the Project Agreement, including, but not limited to, reassignment of services between the Parties, preparation of the schedule of services, settlement of disputes with the Owner, and any other matters affecting the performance of services under this Agreement.

§ 4.2 The Policy Board shall appoint a Project Manager and an Assistant Project Manager who shall (1) be responsible for the direction and management of the Work in accordance with policies and procedures established by the Policy Board, (2) be responsible for coordination of the Work, and (3) be responsible for contacts with the Owner and the Owner's authorized representatives.

§ 4.3 Actions and decisions of the Policy Board shall be by unanimous vote, or as otherwise set forth in Article 20, and shall be final, conclusive and binding upon the Parties. In the event that the Policy Board shall be unable to reach a unanimous decision, the Parties agree that the matter in controversy shall be referred to the person designated in Article 20, who shall make an interim decision which shall be subject to mediation and arbitration.

ARTICLE 5 ACCOUNTING

§ 5.1 The Parties agree to utilize the services of DeStefano and Partners accounting department to perform such duties as may be determined by the Policy Board. In addition the Parties agree to appoint the following accountant to perform reviews as required by the Policy Board for the purposes of this agreement, certified figures of the accountant shall be final, conclusive and binding upon the Parties.

Steven Spector, LLC
150 South Wacker Drive, Suite 1200
Chicago, IL 60606
Phone: 312/357-9400
Fax: 312/357-9404

§ 5.2 The Parties agree to appoint the following individual as treasurer of the Joint Venture. The Treasurer shall keep for the Joint Venture a separate set of full and current books of account based on generally accepted accounting principles or upon such basis as the Policy Board may determine.

Ms. Connie Miller
c/o DeStefano and Partners, LTD
445 East Illinois Street
Suite 250
Chicago, IL 60611

§ 5.3 The Parties shall each keep separate full and current books of account, based on generally accepted accounting principles or upon such basis as the Policy Board may determine, detailing their individual participation in the Joint Venture.

§ 5.4 One or more joint bank accounts (hereinafter called the "Joint Account") shall be opened in such financial institutions as may be determined by the Policy Board. The Parties agree to open a Joint Venture bank account at the following bank:

Bank: New Century Bank
Address: 363 West Ontario Street
Chicago, IL 60610
Account Number: _____

Note: The account number will be listed upon registration of the Joint Venture Entity.

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§ 5.5 The Parties agree to designate the following individuals authorized on its behalf to endorse checks deposited in and to sign checks drawn against the Joint Account:

John Ronan Architect – John Ronan or Evan Menk
DeStefano and Partners, LTD – James R DeStefano or Mary Ann Van Hook

Checks drawn against said Joint Account shall require the signatures of one individual from each of the Joint Venture Parties or as defined by the Policy Board.

§ 5.6 All payments received by the Joint Venture in connection with this Agreement shall be promptly deposited in the Joint Account and invoices received by the Joint Venture shall be paid by check drawn against the Joint Account.

§ 5.7 Records of the Joint Venture which are required pursuant to law to be retained beyond the duration of this Agreement shall be retained at such place or places as determined by the Policy Board, and the cost thereof shall be shared by the Parties in proportion to their respective interests as described in Section 18.1.

§ 5.8 Upon termination of the Joint Venture, all facilities and Joint Venture property shall be disposed of at fair market value or at a price determined by the Policy Board and the proceeds shall be shared by the Parties in proportion to their respective interests as described in Section 18.1.

ARTICLE 6 PROPERTY

§ 6.1 Joint Venture property shall consist of the capital contributions described in Article 15 and other property obtained with the funds of the Joint Venture.

§ 6.2 Joint Venture property shall be identified and recorded in the Joint Venture accounts.

§ 6.3 Property made available for Joint Venture use shall remain the property of the contributing Party. A schedule of property made available for Joint Venture use by each Party is included in Article 17. Upon termination of this Agreement, or at such other time as determined by the Policy Board, this property shall be returned to the contributing Party.

ARTICLE 7 PRELIMINARY EXPENSES

§ 7.1 All expenses related to this Agreement incurred by a Party, up to September 7, 2007 and including the date of this Agreement, shall be borne by the Party incurring such expenses unless otherwise provided in Article 20.

§ 7.2 All expenses related to this Agreement incurred by a Party, from the date of this Agreement up to and including the date as of which Project Agreement is entered into, shall be submitted for approval of the Policy Board, and if approved, shall be borne by Parties according to their respective interests as described in Section 18.1, or as otherwise determined by the Policy Board.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

§ 8.1 If determined by the Policy Board or required by the Project Agreement, intellectual property, designs, drawings, specifications and other instruments of service prepared after September 7, 2007 and pursuant to this Agreement shall be copyrighted in the name of the Joint Venture. Each Party shall have the rights and privileges of copyright ownership insofar as is consistent with this Agreement, and each Party shall be entitled to prepare documents for other projects based on such Project documents. No Party shall assign or transfer its copyright interest, permit reproduction of Project documents, or condone infringement of the copyright by others except upon written consent of the other Party.

§ 8.2 Documents prepared specifically for this Project after September 7, 2007 by only one of the Parties to this Agreement may not be copyrighted solely by that Party, unless otherwise determined by the Policy Board. Each Party hereby grants the other and the Joint Venture a license to use and reproduce such documents in furtherance of this Agreement. Where the Party owning such copyright is in default under this Agreement, the other Party may use and reproduce such documents, and prepare other documents derived from them for the Project, under the Project

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Agreement or any other agreement between the Parties and the Owner, regardless of whether such agreement was entered into on a separate or joint basis.

§ 8.3 If determined by the Policy Board, intellectual property, including designs, drawings, specifications and other instruments of service prepared specifically for this Project by consultants to the Joint Venture shall be copyrighted jointly in the name of the Joint Venture as a "work made for hire" under the conditions established in Section 8.2. All agreements with consultants to the Joint Venture shall include such a provision.

ARTICLE 9 INSURANCE

§ 9.1 Each Party to this Agreement shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Party from claims set forth below which may arise out of or result from the Party's services under this Agreement and for which the Party may be legally liable, whether such operations be by the Party or by a consultant to that Party or by anyone directly or indirectly employed by such Party, or by anyone for whose acts such Party may be liable:

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the services to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Party's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Party's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Party, or (2) by another person;
- .5 claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for damages to the construction documents and other valuable papers needed to fulfill obligations under this Agreement; and
- .8 claims for damages arising out of the Party's negligent acts, errors or omissions in the performance of professional services.

§ 9.2 The insurance required by Section 9.1 shall be written for not less than the limits of liability specified in Article 19 or as required by law, whichever coverage is greater. Coverages, with the exception of Section 9.1.8, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of this Agreement or any services performed under this Agreement (whichever is earlier) until all services to be performed by the Parties to this Agreement have been completed or until such time as this Agreement has been terminated. Each Party will maintain the coverage required in Section 9.1.8, if available, for three years following the date of Substantial Completion.

§ 9.3 Certificates of Insurance acceptable to the other Party shall be filed with that Party prior to commencement of services. These Certificates and the insurance policies required by Sections 9.1.1 through 9.1.8 shall contain a provision stating that coverages afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the other Party. If any Party to this Agreement reduces the limit of liability carried on the coverage required by Section 9.1.8, that Party will give 30 days' written notice to the other Party to this Agreement.

§ 9.4 The Parties to this Agreement may elect to provide any of the coverages required in Section 9.1 under policies covering all of the Parties to this Agreement. The premium and deductibles for those policies shall be paid as described in Article 19.

§ 9.5 Each Party to this Agreement and, where applicable, the Joint Venture shall procure fidelity coverage protecting against loss due to fraudulent or dishonest acts. Each Party shall indemnify the Joint Venture and the other Party for losses caused by fraudulent or dishonest acts of its principals and employees to the extent not covered by fidelity insurance available to the Joint Venture.

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ARTICLE 10 COMMENCEMENT AND TERMINATION

§ 10.1 This Joint Venture will commence as of the date of this Agreement.

§ 10.2 This Agreement shall remain in full force and effect until terminated by written agreement of the Parties hereto or until the Project Agreement has been performed and all Joint Venture property and money have been fully disposed of or distributed in accordance with this Agreement. The obligations of each Party to contribute in accordance with this Agreement to the satisfaction of debts and liabilities of the Joint Venture and all obligations pursuant to Section 9.2 shall survive the termination of this Agreement.

§ 10.3 This Agreement may be terminated by either Party upon not less than seven days' written notice should the other Party substantially fail to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

§ 10.4 If, in the event of termination, the unpaid balance of compensation due the defaulting Party exceeds the cost of completing the work of the defaulting Party and expenses made necessary thereby, such excess shall be paid to the defaulting Party. If such costs exceed the unpaid balance, the defaulting Party shall pay the balance to the nondefaulting Party. This obligation for payment shall survive termination of this Agreement.

§ 10.5 If the Joint Venture does not enter into a Project Agreement with the Owner, then neither Party may enter into a contract to perform any services contemplated for this Project without the written consent of the other Party.

ARTICLE 11 CONTINUANCE

§ 11.1 In the event of death, dissolution, liquidation or any other incapacity of any Party, the other Party shall complete the Project Agreement. The estate, trustee or other entity representing the departing Party shall share in any compensation in the proportion that the work performed by the departing Party bears to the total share of work required from that Party under this Agreement.

§ 11.2 In the event of default or nonperformance by any Party not resulting in termination, the other Party shall complete the Project Agreement. Compensation due the defaulting or nonperforming Party shall be adjusted as provided in Section 18.1.2.

§ 11.3 Nothing contained herein shall give such estate, trustee or other entity representing the departing, defaulting or nonperforming Party, or the Party itself, any right to participate in the administration of the affairs of the Joint Venture.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation and arbitration in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association currently in effect.

§ 12.2 In addition to and prior to arbitration, the Parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal, equitable, or arbitration proceedings as provided in Section 12.3 based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

§ 12.3 Demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

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§ 12.4 An arbitration pursuant to this Article 12 may be joined with an arbitration involving common issues of law or fact between a Party to this Agreement and any person or entity with whom that Party has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a Party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the Parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 12.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 13 LEGAL COUNSEL

§ 13.1 The Parties agree to retain the services of the following legal counsel for use in connection with matters requiring legal assistance. The expense of legal counsel shall be paid for by the 5% non-reimbursable expense allowance retained from the Parties fees.

Name: _____

Address: _____

§ 13.2 Such legal counsel shall represent the Joint Venture and shall not represent the individual interests of any Party without the consent of the others. If separate counsel is retained to represent the interests of any Party, such Party shall be solely responsible for selecting and compensating its legal counsel.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

§ 14.2 Written notice between the Parties to this Agreement shall be deemed to have been duly served if delivered in person or by registered or certified mail to the Primary or Alternate Representative of such Party.

§ 14.3 The principal place of business of the Joint Venture shall be as designated in Article 20, or such other location as may be subsequently agreed upon by the Parties.

§ 14.4 This Agreement shall be governed by the laws of the jurisdiction as designated in Article 20.

§ 14.5 The fiscal year of the Joint Venture shall be as designated in Article 20.

§ 14.6 Neither Party shall assign this Agreement without the written consent of the other.

§ 14.7 The right of any person, firm or corporation, claiming by, through or under any Party (including, but not limited to, judgment or other creditors, receivers, trustees, assignees, executors and administrators), to assert any claim against the rights or interests of any Party shall be limited in any event to the right to claim or receive after completion of the Project Agreement, and after the closing of the account of the Joint Venture, the proportional interest of such Party as described in Section 18.1, and then only subject to the equities of the other Party as set forth in this Agreement.

§ 14.8 The parties to this Agreement, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party with respect to all covenants of this Agreement, subject to any limitations stated in Section 14.6 or elsewhere in this Agreement.

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§ 14.9 John Rowan Architects LLC as Design Architect for the projects, retains sole right to make final determinations regarding matters pertaining to the design of the projects covered by this contract, however they must be contingent on meeting all applicable codes and ordinances as well as current CPS/PBC standards or authorized substitutions. In addition these design decisions will not restrict or hinder the performance of DeStefano and Partners, LTD's portion of the services required.

ARTICLE 15 CONTRIBUTIONS

§ 15.1 The initial capital contribution of each Party to this Agreement shall be as follows:

Party (First, Second, etc.)	Capital Contribution (\$ 20,000.00)
First – John Ronan Architect	\$10,000.00
Second – DeStefano and Partners, Ltd	\$10,000.00

§ 15.2 Should the Policy Board determine that additional funds are required or desirable to perform the Project Agreement, to pay any losses arising therefrom or to eliminate deficits resulting from prior overpayments to the Parties, the Parties shall, within ten days after determination by the Policy Board, contribute such additional funds in the respective proportions set forth in Section 18.1. Should any Party be unable, fail or neglect to contribute and deposit additional funds in the Joint Account, then the other Party shall have the right to advance the deficiency, and, in such event, the Party advancing such deficiency shall receive interest on such funds at the rate established by the Policy Board from the time of their advancement to the time of their repayment. Such excess funds shall be repaid in full, including said interest, from the first monies thereafter received from the Owner or from others in connection with the Project Agreement which are distributable to the Parties. Such funds shall be repaid before other payments are made to the Parties. Interest paid for funds thus advanced shall be charged against the Party whose failure necessitated the funds being advanced.

(Insert rate of interest agreed upon.)

Current Prime Rate at _____ Bank plus 2% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the principal place of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 15.3 Should the Policy Board determine that funds are available in excess of Joint Venture needs, such excess funds shall first be applied to return of funds advanced until such advances have been entirely repaid, and balance of such excess shall be distributed to the Parties in the respective proportions set forth in Section 18.1. Upon completion of this Agreement, funds remaining after payment of outstanding indebtedness of the Joint Venture shall be distributed to the Parties in accordance with their respective interests as set forth in Section 18.1.

§ 15.4 In no event will advance distribution of anticipated profit reduce the obligation of the Parties for future expenses of the Joint Venture if these future expenses should exceed the gross compensation to the Joint Venture.

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ARTICLE 16 SCHEDULE OF SERVICES

The Parties agree to provide the following specific services, respectively:

(If this Schedule is not used for this purpose, type in the appropriate reference document.)

Design Architect, Site Preparation Package, Architect of Record

1. South Shore Replacement High School
2. Kelly, Curie, Gage Park Area High School

Phase or portion of required services	Responsible Party (First, Second, etc.)	
Site	John Ronan Architect	DeStefano and Partners, LTD
Schematic Design	37.5%	62.5%
Design Development	12.5%	87.5%
Construction Documents	0.0%	100%
Contract Administration	0.0%	100%
Equates To	10.0%	90.0%
Building		
Schematic Design	90%	10%
Design Development	90%	10%
Construction Documents	20%	80%
Bidding	20%	80%
Contract Administration	20%	80%
Project Closeout	20%	80%
Equates To	44.5%	55.5%
Total Share Percentage	43.1%	56.9%

Note: Percentage distribution defined above is per school

Init.

User Notes:

Design Architect, Site Preparation Package, Peer Reviews

- 3. Back of the Yards Area High School
- 4. South East Area High School
- 5. South Side Area High School
- 6. South West Area High School
- 7. AG West High School

Phase or portion of required services	Responsible Party (First, Second, etc.)	
Site		
	John Ronan Architect	DeStefano and Partners, LTD
Schematic Design	37.5%	62.5%
Design Development	12.5%	87.5%
Construction Documents	0.0%	100%
Contract Administration	0.0%	100%
Equates To	10.0%	90.0%
Building		
Schematic Design	90%	10%
Peer Review DD - 100%	75%	25%
Peer Review CD - 60%	10%	90%
Peer Review CD - 90%	10%	90%
Peer Review CD - 100%	10%	90%
Equates To	58.1%	41.9%
Total Share Percentage		

Note: Percentage distribution defined above is per school.

ARTICLE 17 SCHEDULE OF PROPERTY

The Parties agree to make available the following property for the use of the Joint Venture, respectively:
(If this Schedule is not used for this purpose, type in the appropriate reference document or, when appropriate, the phrase "Not Applicable" should be typed in the middle of the sheet.)

N/A	
Party (First, Second, etc.)	Property
N/A	N/A

Init.

ARTICLE 18 JOINT VENTURE OPERATIONS

Joint Venture Operations under this Agreement shall be based on:

(Indicate Division of Compensation or Division of Profit/Loss and fill out the appropriate section below, and strike the inapplicable section.)

See Division of Compensation Article 18.1.1

DIVISION OF COMPENSATION

§ 18.1 INTERESTS OF THE PARTIES

§ 18.1.1 Compensation paid to the Joint Venture and net of consultants in fee and 5% allocation for non-reimbursable expenses and abased on the percentage distribution of services defined in Article 16 Schedule of Services will be distributed in accordance with Article 18 Division of Compensation

1. South Shore Replacement High School
2. Kelly, Curie, Gage Park High School

Architecture/Interiors – AOR Fees	65.1%	\$2,603,137.00
Non-Reimbursable Expenses (less)	5.0%	\$ 130,000.00
Building Net Fee		\$2,437,137.00

		John Ronan Architect		DeStefano and Partners, LTD		
SD	15%	\$ 365,570.00	90%	\$ 329,013.00	10%	\$ 36,557.00
DD	20%	\$ 487,428.00	90%	\$ 438,685.00	10%	\$ 48,743.00
CD	35%	\$ 852,997.00	20%	\$ 170,599.00	80%	\$ 682,398.00
B	5%	\$ 121,857.00	20%	\$ 24,371.00	80%	\$ 97,486.00
CA	20%	\$ 487,428.00	20%	\$ 97,486.00	80%	\$ 389,942.00
CO	5%	\$ 121,857.00	20%	\$ 24,371.00	80%	\$ 97,486.00
		\$2,437,137.00	44.5%	\$1,084,525.00	55.5%	\$1,352,612.00

Architecture Site – AOR Fees	45.0%	\$ 108,000.00
Non-Reimbursable Expenses (less)	5.0%	\$ 5,400.00
Site Preparation Fee		\$ 102,600.00

		John Ronan Architect		DeStefano and Partners, LTD		
SD	20%	\$ 20,520.00	37.5%	\$ 7,700.00	62.5%	\$ 12,820.00
DD	20%	\$ 20,520.00	12.5%	\$ 2,560.00	87.5%	\$ 17,960.00
CD	40%	\$ 41,040.00	0.0%	\$ 0.00	100%	\$ 41,040.00
CA	20%	\$ 20,520.00	0.0%	\$ 0.00	100%	\$ 20,520.00
		\$ 102,600.00	10%	\$ 10,260.00	90%	\$ 92,340.00

Totals – Fee (Net of Non-Reimbursables)		\$2,539,737.00	43.1%	\$1,094,785.00	56.9%	\$1,444,952.00
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Note: Fee distribution define above is per school

Init.

3. Back of the Yards Area High School
4. South East Area High School
5. South Side Area High School
6. South West Area High School
7. AG West High School

Architecture/Interiors – AOR Fees	65.1%	\$ 212,715.00
Non-Reimbursable Expenses (less)	5.0%	\$ 10,635.00
Building Net Fee		\$ 202,080.00

				John Ronan Architect		DeStefano and Partners, LTD
SD	50%	\$ 101,040.00	90%	\$ 90,936.00	10%	\$ 10,104.00
DD-PR	12.5%	\$ 25,260.00	75%	\$ 18,945.00	25%	\$ 6,315.00
CD-PR	12.5%	\$ 25,260.00	10%	\$ 2,526.00	90%	\$ 22,734.00
CD-PR	12.5%	\$ 25,260.00	10%	\$ 2,526.00	90%	\$ 22,734.00
CD-PR	12.5%	\$ 25,260.00	10%	\$ 2,526.00	90%	\$ 22,734.00
		\$ 202,080.00		\$ 117,459.00		\$ 84,621.00

Architecture Site – AOR Fees	45.0%	\$ 108,000.00
Non-Reimbursable Expenses (less)	5.0%	\$ 5,400.00
Site Preparation Fee		\$ 102,600.00

				John Ronan Architect		DeStefano and Partners, LTD
SD	20%	\$ 20,520.00	37.5%	\$ 7,700.00	62.5%	\$ 12,820.00
DD	20%	\$ 20,520.00	12.5%	\$ 2,560.00	87.5%	\$ 17,960.00
CD	40%	\$ 41,040.00	0.0%	\$ 0.00	100%	\$ 41,040.00
CA	20%	\$ 20,520.00	0.0%	\$ 0.00	100%	\$ 20,520.00
		\$ 102,600.00	10%	\$ 10,260.00	90%	\$ 92,340.00

Totals – Fee (Net of Non-Reimbursables)						
		\$ 304,680.00	42.6%	\$ 129,882.00	57.4%	\$ 174,798.00

Note: Fee distribution defined above is per school

Note: Compensation paid to the Joint Venture, net of consultants in fee and 5% allocation for non-reimbursable expenses and based on the percentage distribution of services defined in Article 16 Schedule of Services will be distributed in accordance with Article 18 Division of Compensation

§ 18.1.2 If a Party should significantly fail to provide timely or adequate performance on an assigned activity, the Policy Board, at its initiation, may place funds in dispute to be disbursed to that Party in escrow until the performance failure is remedied. If, as a result of such failure, cost or liability results to a nondefaulting Party, funds placed in escrow or due the defaulting Party may be used to reimburse said nondefaulting Party to the extent of such cost or liability. In the event that such funds are insufficient to reimburse the nondefaulting Party, the defaulting Party agrees that they will make payment to the nondefaulting Party to the extent of such insufficiency.

§ 18.1.3 Unless otherwise agreed upon, the Joint Venture shall have no employees. All necessary personnel shall be provided from the staffs of the Parties.

Init.

§ 18.1.4 Except as provided below or determined by the Policy Board, all nonreimbursable expenses under the Project Agreement shall be borne by the Party incurring such expenses.

A 5% retention for non-reimbursable expense shall be deducted from the gross architectural fee allocation of the Joint Venture Parties.

(Paragraphs deleted)

These expenses shall be authorized for payment from the retention fund by the Policy Board of the Joint Venture.

Any surplus or short falls will be shared equally by the Joint Venture Parties.

(Table deleted)

(Paragraphs deleted)

§ 18.2 REIMBURSEMENTS

§ 18.2.1 Parties shall be reimbursed for time of personnel used on behalf of the Joint Venture as set forth below:

Invoicing and Payment

Each Joint Venture Party will invoice monthly, no later than the tenth of the month based upon percentage completion of work by Project Component and by Phase. These invoices will be reviewed and approved by the Policy Board of the Joint Venture along with Sub Consultant invoices for submission the Public Building Commission of Chicago for payment. Payment of all invoices are to be made within ten days of receipt of payment from the Public Building Commission of Chicago.

(Table deleted)

§ 18.2.2 For the purposes of this Agreement, the following are designated as Principals:

Party (First, Second, etc.)	Name of principal
John Ronan Architect LLC	John Ronan
DeStefano and Partners, LTD	James R DeStefano Mary Ann Van Hook

§ 18.2.3 Unless otherwise agreed upon, the Joint Venture shall have no employees. Necessary personnel shall be provided from the staffs of the Parties. New personnel employed specifically for work on the Project will be assigned to the payroll of one of the Parties by mutual agreement at time of employment.

§ 18.2.4 The following expenses, incurred in furtherance of this Agreement, shall be reimbursable by the Joint Venture at cost to the Party incurring them: long distance telephone, telegrams and cables; travel (local, excess commutation and long distance) and subsistence; facsimile services; courier services; overnight deliveries; messenger services (by outside organizations); specification typing (by outside organizations); entertainment; mailing charges (special); reproductions, photographs, renderings and models; office supplies; recruitment expenses (ads, agency fees); overtime meal allowance; and other reimbursable items listed herein.
(Identify specific types of reimbursable expenses not listed above.)

Notwithstanding the reimbursable expenses listed above the allowable reimbursable expenses will be governed by Article IV reimbursable expenses of the Public Building Commission of Chicago Professional Services Agreement.

§ 18.2.5 FOR REIMBURSABLE EXPENSES, as described in Section 18.2.4, and any other items included as Reimbursable Expenses, a multiple of 1.0 times the expenses incurred by the Parties to this Agreement in the interest of the Project.

§ 18.2.6 Full and complete books of account described in Section 5.3 relating to the Joint Venture shall be available to the other Party for inspection at mutually convenient times.

Init.

ARTICLE 19 INSURANCE COVERAGES

(After consultation with each Party's insurance counsel, insert the minimum limits of insurance required for each Party or the Joint Venture for each type of insurance required in Section 9.1, and any other coverages which may be necessary to protect the Parties to this Agreement. Deductible and payment apportionment listed in 9.4 and time requirements listed in 9.2 should also be inserted here.)

(Table deleted)

Each Joint Venture Party shall provided the following minimum limits of insurance coverage as defined in Schedule "E" (Insurance Requirements) of the Public Building Commission of Chicago's standard form of agreement. (See Attachment)

In addition each party shall provide fidelity insurance coverage against dishonest acts in the amount of _____ dollars.

ARTICLE 20 OTHER CONDITIONS OR SERVICES

§ 20.1 Principal Place of Business: 445 E Illinois Street, Suite 250 Chicago, IL 60611

§ 20.2 Jurisdiction: State of Illinois

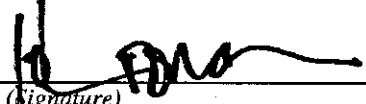
§ 20.3 Fiscal Year: January 1st to December 31st

§ 20.4 Interim Decision Maker:

(Insert other conditions and descriptions of other services.)

This Agreement entered into as of the day and year first written above, and is executed in at least two original copies of which one is to be delivered to each Party to this Agreement.

FIRST PARTY

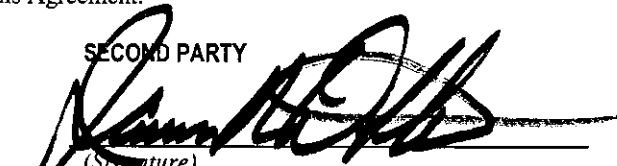


(Signature)

John Ronan

(Printed name and title)

SECOND PARTY



(Signature)

James R DeStefano

(Printed name and title)

Init.

/

Additions and Deletions Report for AIA® Document C801™ – 1993

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:19:40 on 11/28/2007.

PAGE 1

AGREEMENT made as of the 7th day of September in the year of

...

John Ronan Architect LLC
320 W Ohio Street, 4E
Chicago, IL 60610

...

DeStefano and Partners, LTD
445 E Illinois Street, Suite 250
Chicago, IL 60611

...

John Ronan Architect/DeStefano and Partners, LTD

It is the intention of the Parties to form this Joint Venture in order to enter into an agreement or agreements with the Owner Public Building Commission of Chicago for professional services in connection with the following

Project:Projects:

(Include name, address and location of Project; name and address of Owner; and detailed description of scope.)

City of Chicago – Urban Model High Schools

Design Architect, Site Preparation Package and Architect of Record

1. South Shore Replacement High School

Party (Third, Fourth, etc.)

Name

Address

2. Kelly, Curie, Gage Park Area High School

Design Architect, Site Preparation Package and Peer Reviews

3. Back of the Yards Area High School

4. South East Area High School

5. South Side Area High School

6. South West Area High School

7. AG West High School

PAGE 2

§ 2.6 All public statements and releases, including the issuance of photographs and renderings, for all media for the duration of this Agreement, are subject to the prior approval of the Policy Board. In subsequent presentations not

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User Notes:

(1168030188)

made by the Joint Venture, and in any brochures or other releases of the Parties hereto, materials depicting or relating to the Project shall be identified as work of the Joint Venture ~~and not that of a particular Party with specific~~ references to John Ronan Architect as Design Architect and DeStefano and Partners as Architect of Record for South Shore Replacement High School and Kelly, Curie, Gage Park Area High School. In addition John Ronan Architect shall be listed as Design Architect and DeStefano and Partners as Associate Architect for Back of the Yards Area High School, South East Area High School, South Side Area High School, South West Area High School and AG West High School.

...

Primary Representative:
John Ronan Architect – John Ronan
DeStefano and Partners, LTD – James R DeStefano

Alternate Representative:
John Ronan Architect – Evan Menk
DeStefano and Partners, LTD – Mary Ann Van Hook

PAGE 3

§ 5.1 The Parties shall jointly retain an accountant agree to utilize the services of DeStefano and Partners accounting department to perform such duties as may be determined by the Policy Board. For the purposes of this Agreement, In addition the Parties agree to appoint the following accountant to perform reviews as required by the Policy Board for the purposes of this agreement, certified figures of the accountant shall be final, conclusive and binding upon the Parties.

Steven Spector, LLC
150 South Wacker Drive, Suite 1200
Chicago, IL 60606
Phone: 312/357-9400
Fax: 312/357-9404

§ 5.2 One person designated by the Policy Board shall be appointed Treasurer. The Parties agree to appoint the following individual as treasurer of the Joint Venture. The Treasurer shall keep for the Joint Venture a separate set of full and current books of account based on generally accepted accounting principles or upon such basis as the Policy Board may determine.

Ms. Connie Miller
c/o DeStefano and Partners, LTD
445 East Illinois Street
Suite 250
Chicago, IL 60611

...

§ 5.4 One or more joint bank accounts (hereinafter called the "Joint Account") shall be opened in such financial institutions as may be determined by the Policy Board. The Parties agree to open a Joint Venture bank account at the following bank:

Bank: New Century Bank
Address: 363 West Ontario Street
Chicago, IL 60610
Account Number:

Note: The account number will be listed upon registration of the Joint Venture Entity.

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User Notes:

(1168030188)

~~§ 5.5 Each Party shall designate an individual or~~ The Parties agree to designate the following individuals authorized on its behalf to endorse checks deposited in and to sign checks drawn against the Joint Account--Account:

John Ronan Architect – John Ronan or Evan Menk
DeStefano and Partners, LTD – James R DeStefano or Mary Ann Van Hook

Checks drawn against said Joint Account shall require the signature(s) of the person or persons designated signatures of one individual from each of the Joint Venture Parties or as defined by the Policy Board.

PAGE 4

§ 7.1 All expenses related to this Agreement incurred by a Party, up to September 7, 2007 and including the date of this Agreement, shall be borne by the Party incurring such expenses unless otherwise provided in Article 20.

...

§ 8.1 If determined by the Policy Board or required by the Project Agreement, intellectual property, designs, drawings, specifications and other instruments of service prepared after September 7, 2007 and pursuant to this Agreement shall be copyrighted in the name of the Joint Venture. Each Party shall have the rights and privileges of copyright ownership insofar as is consistent with this Agreement, and each Party shall be entitled to prepare documents for other projects based on such Project documents. No Party shall assign or transfer its copyright interest, permit reproduction of Project documents, or condone infringement of the copyright by others except upon written consent of the other Party.

§ 8.2 Documents prepared specifically for this Project after September 7, 2007 by only one of the Parties to this Agreement may not be copyrighted solely by that Party, unless otherwise determined by the Policy Board. Each Party hereby grants the other and the Joint Venture a license to use and reproduce such documents in furtherance of this Agreement. Where the Party owning such copyright is in default under this Agreement, the other Party may use and reproduce such documents, and prepare other documents derived from them for the Project, under the Project Agreement or any other agreement between the Parties and the Owner, regardless of or whether such agreement was entered into on a separate or joint basis.

PAGE 5

PAGE 6

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User Notes:

(1168030188)

§ 12.4 An arbitration pursuant to this Article 12 may be joined with an arbitration involving common issues of law or fact between a Party to this Agreement and any person or entity with whom that Party has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a Party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the Parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

PAGE 7

~~§ 13.1 The Joint Venture shall retain, for the duration of this Agreement, legal counsel mutually agreeable to all Parties. Parties agree to retain the services of the following legal counsel for use in connection with matters requiring the assistance of legal counsel—legal assistance. The expense of legal counsel shall be borne by the Parties in proportion to their participation as described in Section 18.1, or as otherwise determined by the Policy Board, paid for by the 5% non-reimbursable expense allowance retained from the Parties fees.~~

Name:

Address:

...

§ 14.9 John Rowan Architects LLC as Design Architect for the projects, retains sole right to make final determinations regarding matters pertaining to the design of the projects covered by this contract, however they must be contingent on meeting all applicable codes and ordinances as well as current CPS/PBC standards or authorized substitutions. In addition these design decisions will not restrict or hinder the performance of DeStefano and Partners, LTD's portion of the services required.

PAGE 8

<u>Party (First, Second, etc.)</u>	<u>Capital Contribution (\$ 0.0020,000.00)</u>
<u>First - John Ronan Architect</u>	<u>\$10,000.00</u>
<u>Second - DeStefano and Partners, Ltd</u>	<u>\$10,000.00</u>

...

Current Prime Rate at Bank plus 2% per annum

...

ARTICLE 16 SCHEDULE OF SERVICES

PAGE 9

Design Architect, Site Preparation Package, Architect of Record

1. South Shore Replacement High School
2. Kelly, Curie, Gage Park Area High School

<u>Phase or portion of required services</u>	<u>Responsible Party (First, Second, etc.)</u>	
<u>Site</u>	<u>John Ronan Architect</u>	<u>DeStefano and Partners, LTD</u>
<u>Schematic Design</u>	<u>37.5%</u>	<u>62.5%</u>
<u>Design Development</u>	<u>12.5%</u>	<u>87.5%</u>
<u>Construction Documents</u>	<u>0.0%</u>	<u>100%</u>
<u>Contract Administration</u>	<u>0.0%</u>	<u>100%</u>
<u>Equates To</u>	<u>10.0%</u>	<u>90.0%</u>
<u>Building</u>		
<u>Schematic Design</u>	<u>90%</u>	<u>10%</u>
<u>Design Development</u>	<u>90%</u>	<u>10%</u>
<u>Construction Documents</u>	<u>20%</u>	<u>80%</u>
<u>Bidding</u>	<u>20%</u>	<u>80%</u>
<u>Contract Administration</u>	<u>20%</u>	<u>80%</u>
<u>Project Closeout</u>	<u>20%</u>	<u>80%</u>
<u>Equates To</u>	<u>44.5%</u>	<u>55.5%</u>
<u>Total Share Percentage</u>	<u>43.1%</u>	<u>56.9%</u>

Note: Percentage distribution defined above is per school

Design Architect, Site Preparation Package, Peer Reviews

- 3. Back of the Yards Area High School
- 4. South East Area High School
- 5. South Side Area High School
- 6. South West Area High School
- 7. AG West High School

PAGE 10

Site

Schematic Design

Design Development

Construction Documents

Contract Administration

Equates To

<u>John Ronan Architect</u>	<u>DeStefano and Partners, LTD</u>
37.5%	62.5%
12.5%	87.5%
0.0%	100%
0.0%	100%
10.0%	90.0%

Building

Schematic Design

Peer Review DD - 100%

Peer Review CD - 60%

Peer Review CD - 90%

Peer Review CD - 100%

Equates To

90%	10%
75%	25%
10%	90%
10%	90%
10%	90%
58.1%	41.9%

Total Share Percentage

Note: Percentage distribution defined above is per school.

...

N/A

...

N/A

N/A

See Division of Compensation Article 18.1.1

...

§ 18.1.1 Based on the services allocated to each Party and described in Article 16, compensation paid to the Joint Venture shall be divided as follows:

Compensation paid to the Joint Venture and net of consultants in fee and 5% allocation for non-reimbursable expenses and abased on the percentage distribution of services defined in Article 16 Schedule of Services will be distributed in accordance with Article 18 Division of Compensation

1. South Shore Replacement High School
2. Kelly, Curie, Gage Park High School

<u>Architecture/Interiors – AOR Fees</u>	<u>65.1%</u>	<u>\$2,603,137.00</u>
<u>Non-Reimbursable Expenses (less)</u>	<u>5.0%</u>	<u>\$ 130,000.00</u>
<u>Building Net Fee</u>		<u>\$2,437,137.00</u>

				<u>John Ronan Architect</u>		<u>DeStefano and Partners, LTD</u>
<u>SD</u>	<u>15%</u>	<u>\$ 365,570.00</u>	<u>90%</u>	<u>\$ 329,013.00</u>	<u>10%</u>	<u>\$ 36,557.00</u>
<u>DD</u>	<u>20%</u>	<u>\$ 487,428.00</u>	<u>90%</u>	<u>\$ 438,685.00</u>	<u>10%</u>	<u>\$ 48,743.00</u>
<u>CD</u>	<u>35%</u>	<u>\$ 852,997.00</u>	<u>20%</u>	<u>\$ 170,599.00</u>	<u>80%</u>	<u>\$ 682,398.00</u>
<u>B</u>	<u>5%</u>	<u>\$ 121,857.00</u>	<u>20%</u>	<u>\$ 24,371.00</u>	<u>80%</u>	<u>\$ 97,486.00</u>
<u>CA</u>	<u>20%</u>	<u>\$ 487,428.00</u>	<u>20%</u>	<u>\$ 97,486.00</u>	<u>80%</u>	<u>\$ 389,942.00</u>
<u>CO</u>	<u>5%</u>	<u>\$ 121,857.00</u>	<u>20%</u>	<u>\$ 24,371.00</u>	<u>80%</u>	<u>\$ 97,486.00</u>
		<u>\$2,437,137.00</u>	<u>44.5%</u>	<u>\$1,084,525.00</u>	<u>55.5%</u>	<u>\$1,352,612.00</u>

<u>Architecture Site – AOR Fees</u>	<u>45.0%</u>	<u>\$ 108,000.00</u>
<u>Non-Reimbursable Expenses (less)</u>	<u>5.0%</u>	<u>\$ 5,400.00</u>
<u>Site Preparation Fee</u>		<u>\$ 102,600.00</u>

				<u>John Ronan Architect</u>		<u>DeStefano and Partners, LTD</u>
<u>SD</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>37.5%</u>	<u>\$ 7,700.00</u>	<u>62.5%</u>	<u>\$ 12,820.00</u>
<u>DD</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>12.5%</u>	<u>\$ 2,560.00</u>	<u>87.5%</u>	<u>\$ 17,960.00</u>
<u>CD</u>	<u>40%</u>	<u>\$ 41,040.00</u>	<u>0.0%</u>	<u>\$ 0.00</u>	<u>100%</u>	<u>\$ 41,040.00</u>
<u>CA</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>0.0%</u>	<u>\$ 0.00</u>	<u>100%</u>	<u>\$ 20,520.00</u>
		<u>\$ 102,600.00</u>	<u>10%</u>	<u>\$ 10,260.00</u>	<u>90%</u>	<u>\$ 92,340.00</u>

<u>Totals – Fee (Net of Non-Reimbursables)</u>		<u>\$2,539,737.00</u>	<u>43.1%</u>	<u>\$1,094,785.00</u>	<u>56.9%</u>	<u>\$1,444,952.00</u>
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Note: Fee distribution define above is per school

- 3. Back of the Yards Area High School
- 4. South East Area High School
- 5. South Side Area High School
- 6. South West Area High School
- 7. AG West High School

Architecture/Interiors – AOR Fees	65.1%	\$ 212,715.00
Non-Reimbursable Expenses (less)	5.0%	\$ 10,635.00
<u>Building Net Fee</u>		<u>\$ 202,080.00</u>

			<u>John Ronan Architect</u>		<u>DeStefano and Partners, LTD</u>	
<u>SD</u>	<u>50%</u>	<u>\$ 101,040.00</u>	<u>90%</u>	<u>\$ 90,936.00</u>	<u>10%</u>	<u>\$ 10,104.00</u>
<u>DD-PR</u>	<u>12.5%</u>	<u>\$ 25,260.00</u>	<u>75%</u>	<u>\$ 18,945.00</u>	<u>25%</u>	<u>\$ 6,315.00</u>
<u>CD-PR</u>	<u>12.5%</u>	<u>\$ 25,260.00</u>	<u>10%</u>	<u>\$ 2,526.00</u>	<u>90%</u>	<u>\$ 22,734.00</u>
<u>CD-PR</u>	<u>12.5%</u>	<u>\$ 25,260.00</u>	<u>10%</u>	<u>\$ 2,526.00</u>	<u>90%</u>	<u>\$ 22,734.00</u>
<u>CD-PR</u>	<u>12.5%</u>	<u>\$ 25,260.00</u>	<u>10%</u>	<u>\$ 2,526.00</u>	<u>90%</u>	<u>\$ 22,734.00</u>
		<u>\$ 202,080.00</u>		<u>\$ 117,459.00</u>		<u>\$ 84,621.00</u>

Architecture Site – AOR Fees	45.0%	\$ 108,000.00
Non-Reimbursable Expenses (less)	5.0%	\$ 5,400.00
<u>Site Preparation Fee</u>		<u>\$ 102,600.00</u>

			<u>John Ronan Architect</u>		<u>DeStefano and Partners, LTD</u>	
<u>SD</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>37.5%</u>	<u>\$ 7,700.00</u>	<u>62.5%</u>	<u>\$ 12,820.00</u>
<u>DD</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>12.5%</u>	<u>\$ 2,560.00</u>	<u>87.5%</u>	<u>\$ 17,960.00</u>
<u>CD</u>	<u>40%</u>	<u>\$ 41,040.00</u>	<u>0.0%</u>	<u>\$ 0.00</u>	<u>100%</u>	<u>\$ 41,040.00</u>
<u>CA</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>0.0%</u>	<u>\$ 0.00</u>	<u>100%</u>	<u>\$ 20,520.00</u>
		<u>\$ 102,600.00</u>	<u>10%</u>	<u>\$ 10,260.00</u>	<u>90%</u>	<u>\$ 92,340.00</u>

Totals – Fee (Net of Non-Reimbursables)
Party (First, Second, etc.)

			<u>Dollars or percentage</u>	
	<u>\$ 304,680.00</u>	<u>42.6%</u>	<u>\$ 129,882.00</u>	<u>57.4%</u>
				<u>\$ 174,798.00</u>

Note: Fee distribution defined above is per school

Note: Compensation paid to the Joint Venture, net of consultants in fee and 5% allocation for non-reimbursable expenses and based on the percentage distribution of services defined in Article 16 Schedule of Services will be distributed in accordance with Article 18 Division of Compensation

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§ 18.1.4 Except as provided below or determined by the Policy Board, all nonreimbursable expenses under the Project Agreement shall be borne by the Party incurring such expenses.

A 5% retention for non-reimbursable expense shall be deducted from the gross architectural fee allocation of the Joint Venture Parties.

DIVISION OF PROFIT AND LOSS

§ 18.1 INTERESTS OF THE PARTIES

§ 18.1.1 The respective interests of the Parties in the profits and losses of the Joint Venture, and in all property accruing from or acquired in connection with performance of this Agreement and their respective (a) obligations for contributions to working funds, and (b) liabilities and obligations in connection with the performance of this Agreement, shall be as follows:

These expenses shall be authorized for payment from the retention fund by the Policy Board of the Joint Venture.

Any surplus or short falls will be shared equally by the Joint Venture Parties.

<u>Party (First, Second, etc.)</u>	<u>Percentage of profit and loss</u>
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§ 18.1.2 If a Party should significantly fail to provide timely or adequate performance on an assigned activity, the Policy Board, at its initiation, may place funds in dispute to be disbursed to that Party in escrow until the performance failure is remedied. If, as a result of such failure, cost or liability results to a nondefaulting Party, funds placed in escrow or due the defaulting Party may be used to reimburse said nondefaulting Party to the extent of such cost or liability. Defaulting Party shall not be entitled to receive distribution of excess funds of the Joint Venture as provided in Article 15. Said funds shall be distributed solely to the nondefaulting Party in accordance with their remaining respective interests as described in Section 18.1.1. Should there be insufficient funds to complete services required under the Project Agreement, the defaulting Party agrees to share in such losses in accordance with their respective interests as described in Section 18.1.1, and to make payment to the nondefaulting Party to the extent of such interests.

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Invoicing and Payment

Each Joint Venture Party will invoice monthly, no later than the tenth of the month based upon percentage completion of work by Project Component and by Phase. These invoices will be reviewed and approved by the Policy Board of the Joint Venture along with Sub Consultant invoices for submission the Public Building Commission of Chicago for payment. Payment of all invoices are to be made within ten days of receipt of payment from the Public Building Commission of Chicago.

<u>Personnel category</u>	<u>Location</u>	<u>Method of compensation</u>
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...

John Ronan Architect LLC

John Ronan

DeStefano and Partners, LTD

James R DeStefano
Mary Ann Van Hook

...

Notwithstanding the reimbursable expenses listed above the allowable reimbursable expenses will be governed by Article IV reimbursable expenses of the Public Building Commission of Chicago Professional Services Agreement.

§ 18.2.5 FOR REIMBURSABLE EXPENSES, as described in Section 18.2.4, and any other items included as Reimbursable Expenses, a multiple of ~~(→)~~1.0 times the expenses incurred by the Parties to this Agreement in the interest of the Project.

...

ARTICLE 19 INSURANCE COVERAGES

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Type of insurance

Minimum limit (\$ 0.00)

Each Joint Venture Party shall provided the following minimum limits of insurance coverage as defined in Schedule "E" (Insurance Requirements) of the Public Building Commission of Chicago's standard form of agreement. (See Attachment)

In addition each party shall provide fidelity insurance coverage against dishonest acts in the amount of _____ dollars.

...

§ 20.1 Principal Place of Business: 445 E Illinois Street, Suite 250 Chicago, IL 60611

§ 20.2 Jurisdiction: State of Illinois

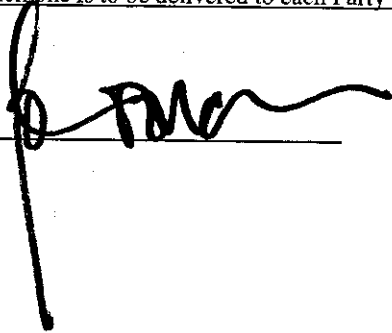
§ 20.3 Fiscal Year: January 1st to December 31st

...

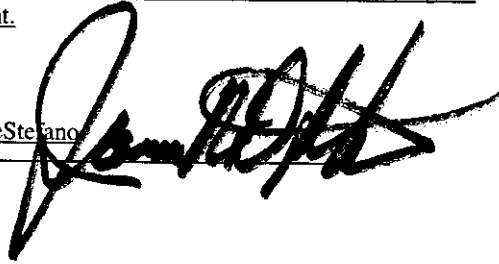
This Agreement entered into as of the day and year first written above above, and is executed in at least two original copies of which one is to be delivered to each Party to this Agreement.

...

John Ronan

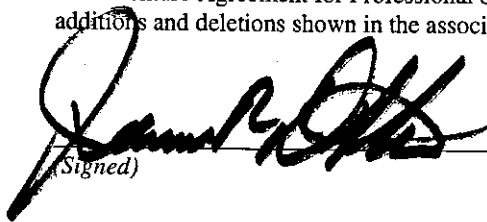


James R DeStefano



Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, James R DeStefano, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:19:40 on 11/28/2007 under Order No. 1000283949_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C801™ – 1993 - Joint Venture Agreement for Professional Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



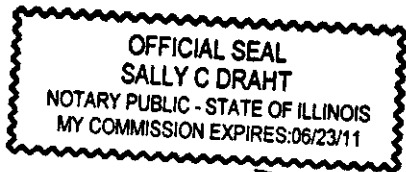
(Signed)

CEO DESTEFANO AND PARTNERS LTD

(Title)

NOVEMBER 29, 2007

(Dated)



Sally C. Draht

**PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT C
ELECTRONIC FILE TRANSFER AGREEMENT
Design Architect for Chicago Public Schools – High Schools
PS1271**

ELECTRONIC FILE TRANSFER AGREEMENT

Between the Design Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: **ELECTRONIC MEDIA**

PROJECT NAME.: **[VARIOUS]**

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

TERMS OF AGREEMENT:

1. The PBC acknowledges that it has requested the Design Architect to provide certain designs as electronic drawing file data in disk format and that the information contained on these disks is provided for its sole use and convenience. The PBC, at its own discretion, may choose to reassign this data to a third party, to whom all terms of this agreement shall also apply, by obtaining the third party's signature on the line below and sending a signed copy to Architect.
2. The undersigned further acknowledges that the true record of the design is the most recent printed copy of the design by the Design Architect, and that errors and other changes may subsequently be introduced to the electronic format without the fault or knowledge of, and beyond the control of Design Architect.
3. Accordingly the PBC agrees to indemnify Architect from all costs and expenses including reasonable attorney's fees, pertaining to any claims which may arise out of any modification to the design contained on the electronic drawing file data as compared to the last sealed hard copy printed by the Design Architect.
4. This Data is an instrument of professional service prepared by the Design Architect. Unless otherwise provided for in the Agreement, the reuse of this data, including designs and information included therein shall be at the sole risk of the user.

Design Architect:

 1/9/2008

Design Architect Authorized Signature [date]

Acknowledged and Accepted for:

Signature of PBC Executive Director [date]

Acknowledged and Accepted by Third Party:

Signature of Third Party [date]

**PUBLIC BUILDING COMMISSION OF CHICAGO
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES**

**Design Architect for Chicago Public Schools – High Schools
PS1271**

1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:

(1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.

PUBLIC BUILDING COMMISSION OF CHICAGO

(2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.

(3) "Professional Service Contract" means a contract for professional services of any type.

(4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

(5) "Professional Service Provider" means any person or business entity that seeks to enter into a Professional Service Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

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

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

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

(9) "Minority" means:

a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:

i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;

ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and

b. Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

PUBLIC BUILDING COMMISSION OF CHICAGO

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

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

(12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

4. Determining MBE/WBE Utilization

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.

- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
 - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.
 - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-proposal conference;
 - (2) The Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;
 - (4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;
 - (5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants,

PUBLIC BUILDING COMMISSION OF CHICAGO

including:

- i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
- (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
- (7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Proposer's conclusion.
- (8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
- (9) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:
- (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Proposer;
 - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

- a. If the Professional Service Provider cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Professional Service Provider has made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:
- (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

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

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

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

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

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

b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director as provided in Section 18.02. Disputes Book 2.

9. Reporting and Record-Keeping Requirements

a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and

PUBLIC BUILDING COMMISSION OF CHICAGO

suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to MBE and WBE sub-contractors.

10. Disqualification of MBE or WBE

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Professional Service Provider of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Professional Service Provider shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such

PUBLIC BUILDING COMMISSION OF CHICAGO

cases, the Executive Director must be given reasons justifying the release by the Professional Service Provider of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

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

14. Severability

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

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Design Architect for Chicago Public Schools High Schools (CPS 28)

Project Number: PS 1271

FROM:

Rubinos & Mesia Engineers, Inc. MBE X WBE _____

(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.

Joint Venture _____ and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

_____ a Sole Proprietor

_____ X _____ a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated August 03, 2007. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Structural Engineering Services

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

Time and Materials

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

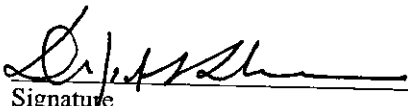
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Rubinos & Mesia Engineers, Inc.
Name of MBE/WBE Firm (Print)
April 28, 2008
Date
312-870-6615
Phone


Signature
Dipak S. Shah, S.E., P.E. / President
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

August 3, 2007

Dipak S. Shah
Rubinos & Mesia Engineers, Inc.
200 South Michigan Avenue – Suite 1500
Chicago, Illinois 60604-2482

Annual Certificate Expires:
Vendor Number:

January 1, 2009
742717

Dear Mr. Shah:

We are pleased to inform you that **Rubinos & Mesia Engineers, Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **January 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **January 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Engineering Services and Consulting; Architectural Design Services;
Stress Analysis; Construction Inspection Management;
Structural Engineer Services and Consulting**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/lac



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Design Architect for Chicago Public Schools High Schools (CPS 28)

Project Number: PS 1271

FROM:

Environmental Systems Design, Inc.

MBE X WBE _____

(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.

Joint Venture

and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

_____ a Sole Proprietor

X a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 07/01/08 (City of Chicago and 5/7/08 (Cook County)). In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

MEP/FP Consulting Engineering Design Services

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

Time and Materials

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Environmental Systems Design, Inc.
Name of MBE/WBE Firm (Print)
May 1, 2008
Date
(312) 456-2250
Phone

F. Thomas Voltaggio
Signature
F. Thomas Voltaggio, SVI
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

July 27, 2007

Raj Gupta
Environmental Systems Design, Inc.
175 West Jackson, Suite 1400
Chicago, Illinois 60604

Annual Certificate Expires: July 1, 2008
Vendor Number: 271343

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **July 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by July 1, 2008.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

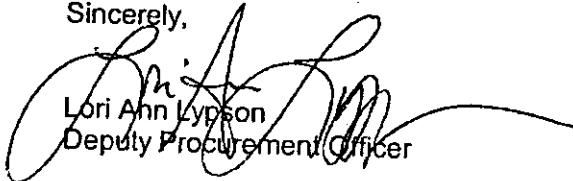
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Electrical and Mechanical Engineering Services and Consulting

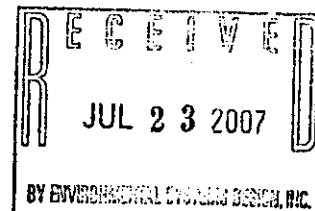
Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lyppson
Deputy Procurement Officer

LAL/mck



Chicago Minority Business Development Council, Inc.

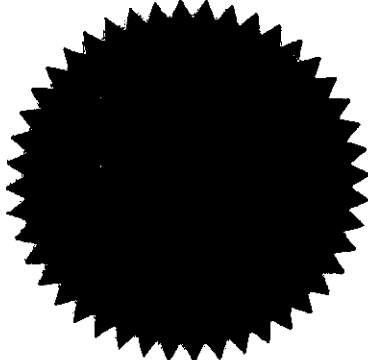
Certificate of Certification

This certificate acknowledges that

ENVIRONMENTAL SYSTEMS DESIGN, INC.

has met the stringent certification requirements for a minority owned and controlled business as defined by the National Minority Supplier Development Council certification guidelines.

Certification No.	CEM227
NAICS Code(s)	54113
Product(s) Service(s)	SERVICE MECHANICAL AND ELECTRICAL ENGI- NEERS
Date of Certification	8/31/2007
Expiration Date	8/31/2008
	<i>John C. Dell</i> President



"Building Business Wealth through Supplier Diversity"

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12th Dist.
13th Dist.
14th Dist.
15th Dist.
16th Dist.
17th Dist.



May 7, 2007

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
CONTRACT COMPLIANCE ADMINISTRATOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

Mr. Raj Gupta
President
Environmental Systems Design, Inc.
175 West Jackson Blvd. Ste. 1400
Chicago, IL 60664

Dear Mr. Gupta:

We are in receipt of your Application to the County of Cook for Re-Certification as a Minority Business Enterprise (MBE). This Application was made in the form of a Re-Certification Affidavit.

Environmental Systems Design, Inc. is hereby Re-Certified as an **MBE (8)** eligible to fulfill **MBE (8)** goals on County contracts. Your firm is Re-Certified as of **May 7, 2007** for a period of one (1) year. It is your obligation to apply for Re-Certification no later than the end of the tenth (10th) month following the effective date of your Certification.

Your firm will be listed in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

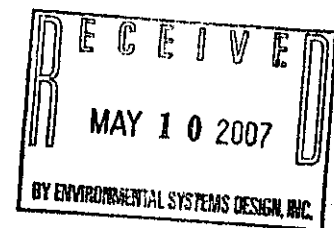
CONSULTANT: ELECTRICAL, MECHANICAL, PLUMBING, FIRE PROTECTION AND COMMUNICATION TECHNOLOGY

Your participation on County contracts will be credited toward **MBE (8)** goals only in your area of specialty. Credit for participation in other areas of specialty requires an expansion of your current Certification. Requests for expansion must be submitted to this office along with all documentation necessary to establish the firm's experience or ability to perform in the additional area of specialty.

It is the obligation of Environmental Systems Design, Inc. to notify the Office of Contract Compliance in writing within ten (10) business days, of any changes in ownership and/or control of the firm. The County reserves the right to commence action to De-Certify your firm if this notification is not made. Certification may also be revoked if your firm is found to be involved in bidding or contractual irregularities.

Sincerely,

Betty Hancock Perry
Betty Hancock Perry
Contract Compliance Administrator
BHP/ehw



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Design Architect for Chicago Public Schools High Schools (CPS 28)

Project Number: PS 1271

FROM:

Prism Engineering Inc. MBE WBE
(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.
Joint Venture and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/18/2007. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Civil Engineering Services

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

Time and Materials

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Prism Engineering
Name of MBE/WBE Firm (Print)
April 25, 2008
Date
312-362-9900
Phone

Joanne Morris
Signature
Joanne Morris
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

October 18, 2007

Raymond Walston
Prism Engineering, Inc.
122 s. Michigan Avenue, Suite 1830
Chicago, IL 60603

Annual Certificate Expires:
Vendor Number:

September 1, 2008
50092761

Dear Mr. Walston:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until **September 2010**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Civil Engineering: Design, Planning, and Consulting Services; Project and Program Management Services

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/bc

IL UCP HOST: City of Chicago



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Design Architect for Chicago Public Schools High Schools (CPS 28)

Project Number: PS 1271

FROM:

HJKessler Associates _____ MBE _____ WBE x
(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.
Joint Venture _____ and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

_____ a Sole Proprietor _____ x _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated May 23, 2007. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

LEED/sustainable design consulting
services _____

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

Time and Materials

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.


 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

HJKessler Associates
Name of MBE/WBE Firm (Print)
4/24/08
Date
773.975.6467
Phone


Signature
Helen J. Kessler
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

May 23, 2007

Helen J. Kessler, President
HJKessler Associates, Inc.
3702 North Grove Avenue, Unit 3A
Chicago, Illinois 60613-4103

Annual Certificate Expires: October 1, 2008
Vendor Number: 50076440

Dear Ms. Kessler:

We are pleased to inform you that **HJ Kessler Associates, Inc.** has been certified as a **WBE** by the City of Chicago. This **WBE** certification is valid until **October 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**LEED (Leadership in Energy and Environmental Design);
Environmental Consulting; Professional Design Firm;
Architectural Services and Consulting**

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/emc

**NEIGHBORHOODS
Alive!**

BUILDING CHICAGO TOGETHER



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Design Architect for Chicago Public Schools High Schools (CPS 28)

Project Number: PS 1271

FROM:

TERRY GWEN DESIGN ASSOC, INC. MBE WBE
(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.
Joint Venture and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Aug. 31, 2007. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Landscape Architect; Urban Design; Site Planning;
Master Planning; Ecological Analysis Consultant

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

Time and Materials

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Terry Guen Design Assoc. INC
Name of MBE/WBE Firm (Print)
4/29/08
Date
312-337-9145
Phone

[Signature]
Signature
Theresa Guen-Murray, president
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

August 31, 2007

Terry Guen, President
Terry Guen Design Associates, Inc.
521 West Superior, Suite 327
Chicago, Illinois 60610



Annual Certificate Expires: August 1, 2008
Vendor Number: 1061907

Dear Ms. Guen:

Congratulations on your continued eligibility for certification as a MBE/WBE by the City of Chicago. This MBE/WBE certification is valid until **August 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Landscape Architect; Urban Design; Site Planning; Master Planning;
Ecological Analysis Consultant**

Your firm's participation on City contracts will be credited only toward MBE/WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE/WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/rg

IL UCP HOST CITY: CITY OF CHICAGO
Revised



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Design Architect for Chicago Public Schools High Schools (CPS 28)

Project Number: PS 1271

FROM:

GSG Consultants, Inc. MBE WBE

(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.
Joint Venture and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

a Sole Proprietor

a Corporation

a Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated January 25, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Geotechnical Services

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

Time and Materials

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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


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

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

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

By:

GSG Consultants, Inc
Name of MBE/WBE Firm (Print)
April 30, 2008
Date
312-733-6262
Phone


Signature
Al E. Sassila
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE _____ WBE _____ Non-MBE/WBE _____



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

January 25, 2008

Guillermo Garcia
GSG Consultants, Inc.
855 W. Adams
Chicago, IL 60607

Annual Certificate Expires: October 1, 2008
Vendor Number: 50069721

Dear Mr. Garcia:

We are pleased to inform you that **GSG Consultants, Inc.** has been certified as an **MBE** by the City of Chicago. This **MBE** certification is valid until **October 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2008.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

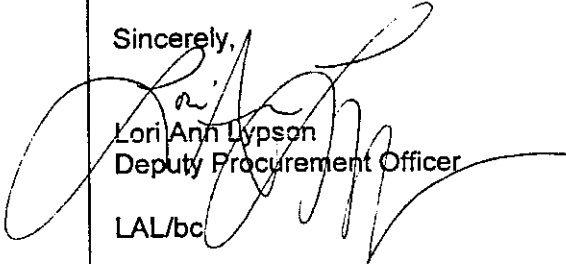
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Lead Abatement Services; Risk Assessor; Air Sampling Services;
Environmental Consulting; Industrial Hygiene**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/bc

Revised: Specialty Area - Environmental Consulting; Industrial Hygiene



PUBLIC BUILDING COMMISSION OF CHICAGO

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

(1 of 2)

Name of Project: Design Architect for Chicago Public Schools – High Schools

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

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

Title

and duly authorized representative of

John Ronan Architect/DeStefano and Partners, Ltd. Joint Venture _____

Name of Professional Service Provider

whose address is

445 East Illinois Street, Suite 250, Chicago IL 60611 _____

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Rubinos and Mesia Engineers, Inc.	Structural Engineering	\$ TBD	\$
Environmental System Design, Inc.	MEP, FP and Communication Tech	\$ TBD	\$
Prism Engineering, Inc.	Civil Engineering	\$ TBD	\$
HJ Kessler Associates	LEED Consulting	\$	\$ TBD
Terry Guen Design Associates	Landscaping Architect	\$	\$ TBD
GSG Consultants, Inc.	Geotechnical Consulting	\$ TBD	\$
		\$	\$
Total Net MBE/WBE Credit		\$ TBD	\$ TBD
Percent of Total Base Bid		TBD	TBD

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

Name of Professional Service Provider (Print)

Signature

Date

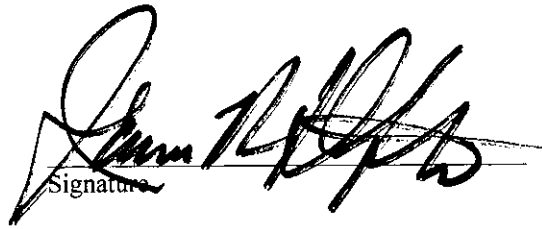
Name (Print)

Phone

IF APPLICABLE:

By:

John Ronan Architect/DeStefano and Partners, Ltd.
Joint Venture Partner (Print)



Signature

April 9, 2008
Date

James R. DeStefano
Name (Print)

(312) 836-4321/(312) 836-4322
Phone/FAX

MBE WBE Non-MBE/WBE X

**PUBLIC BUILDING COMMISSION OF CHICAGO
STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS**

(1 of 2)

Name of Project Design Architect for Chicago Public Schools – High Schools Contract Number PS1271

Date April 9, 2008

STATE OF ILLINOIS }

} SS

COUNTY OF COOK }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

James R. DeStefano

(Name of Affiant)

am the

Primary Representative and duly authorized representative of

(Title)

John Ronan Architect/DeStefano and Partners, Ltd. Joint Venture

(Name of Company)

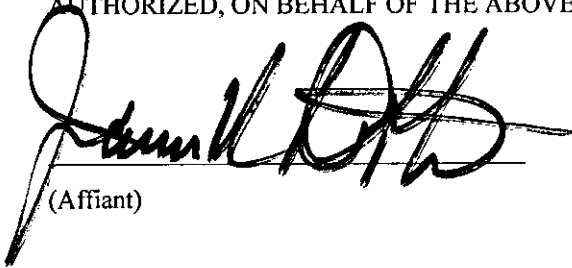
whose address is

445 East Illinois Street, Suite 250, Chicago IL 60611
and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
Rubinos and Mesia Engineers	Structural Engr	\$ TBD	-0-	-0-	\$ TBD
Environmental System Design	MEP, FP, Comm	\$ TBD	-0-	-0-	\$ TBD
Prism Engineering, Inc.	Civil Engr	\$ TBD	-0-	-0-	\$ TBD
HJ Kessler Associates	LEED Consulting	\$ TBD	-0-	-0-	\$ TBD
Terry Guen Design Assoc	Landscaping Arch	\$ TBD	-0-	-0-	\$ TBD
GSG Consultants, Inc.	Geotechnical	\$ TBD	-0-	-0-	\$ TBD
TOTALS		TBD	-0-	-0-	TBD

PUBLIC BUILDING COMMISSION OF CHICAGO
STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS
(2 of 2)

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



(Affiant)

____ April 9, 2008 _____
(Date)

On this _____ 9th _____ day of _____ April _____ 2008,

before me, _____ James R. DeStefano _____, the undersigned officer, personally appeared at 445 E Illinois Street – Suite 250, Chicago IL, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

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


Notary Public
Commission Expires: June 23, 2011



Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) John Ronan Architect/DeStefano and Partners, Ltd. Joint Venture	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Joint Venture	
	Address (number, street, and apt. or suite no.) 445 E. Illinois Street, Suite 250	Requester's name and address (optional)
	City, state, and ZIP code Chicago IL 60611	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
26 1561568

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Craig Miller</i>	Date ▶ 5-07-2008
------------------	--	-------------------------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JW
JOHNR-1

DATE (MM/DD/YYYY)

05/06/08

PRODUCER
M.G. Welbel & Associates, Inc.
Michael Welbel
633 Skokia Blvd., Suite 470
Northbrook IL 60062
Phone: 847-412-1414 Fax: 847-412-1013

PS 1271

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.

INSURED
John Ronan Architect LLC
John Ronan
320 West Ohio St., Suite 4E
Chicago IL 60610

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemty Co of America	
INSURER B: Travelers Property Casualty Co	
INSURER C: St. Paul Fire & Marine	
INSURER D:	
INSURER E:	

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 POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRG	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2303L202	06/29/07	06/29/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP 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	2303L202	06/29/07	06/29/08	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 \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	7101Y72-9-07	09/01/07	09/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Prof Liability	QP03800285	07/14/07	07/14/09	Per Claim 1,000,000 Aggregate 1,000,000

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

Re: Design Architect for Chicago Public Schools-High Schools.

Waiver of subrogation applies as respect GL.

see additional wording, endorsement, and letter

Handwritten signature and date: 5/31/08

CERTIFICATE HOLDER

Public Building Commission of Chicago
Richard J. Daley Center, #200
50 W. Washington St.
Chicago IL 60602

PUBLI02

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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
Michael G. Welbel *[Signature]*

NOTEPAD:

HOLDER CODE

PUBLI02

JOHNR-1

PAGE 2

INSURED'S NAME

John Ronan Architect LLC

OP ID JW

DATE 05/06/08

Public Building Commission & the Board of Education are included as additional insured as respect GL, Hired & Nonowned Autos, subject to written contract requiring same. GL is primary & non contributory.

John Ronan Architects is covered on its professional liability coverage for its interests in the joint venture of John Ronan Architects/Destefano and Partners, Ltd.



M.G. Welbel and Associates, Inc.

May 6, 2008

Protecting Today
Assuring Tomorrow.

Public Building Commission of Chicago
50 W. Washington St., #200
Chicago, IL 60602

Professional Liability Insurance
Brokers & Consultants
633 Skokie Boulevard, Suite 470
Northbrook, IL 60062
T 847.412.1414
F 847.412.1013

Reference: Certificate of Insurance
Design Architect for Chicago Public Schools-
High School

To Whom It May Concern:

Benefits Division
3325 North Arlington Heights Road
Suite 200
Arlington Heights, IL 60004
T 847.454.0150
F 847.454.0661

The interests of John Ronan Architects in the John Ronan Architects/Destefano and Partners, Ltd. Joint Venture are covered as respects GL as per the attached endorsement CG D3 79 09 06, specifically Paragraph O, #3 which is on page 5 of 7. If you have any questions, please call.

info@mgwelbel.com
www.mgwelbel.com

Sincerely,

A handwritten signature in black ink, appearing to read "M.G. Welbel", is written over a faint, larger version of the signature.

Michael G. Welbel
Encl.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions A. – S. and U. of this endorsement broaden coverage. Provisions T. and V. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the PROVISIONS of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Crew F. Extension Of Coverage – Damage To Premises Rented To You G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion H. Increased Supplementary Payments I. Additional Insured – Owner, Manager Or Lessor Of Premises J. Additional Insured – Lessor Of Leased Equipment K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> M. Additional Insured – Architect, Engineer Or Surveyor N. Who Is An Insured – Newly Acquired Or Formed Organizations O. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess P. Per Project General Aggregate Limit Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement T. Amended Bodily Injury Definition U. Amended Insured Contract Definition – Railroad Easement V. Amended Property Damage Definition – Tangible Property |
|--|--|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner

of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a

COMMERCIAL GENERAL LIABILITY

co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

- 2. As used in this Provision B.:
 - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
- 3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

- 4. The following exclusion is added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

- 5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE ~ BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Paragraph 2. Exclusions of COVERAGE A

BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I) is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

- 1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry persons or property for a charge;

- 2. Only as respects the insurance provided by this Provision D., WHO IS AN INSURED (Section II) is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

- 3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

- 1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

Aircraft chartered with crew, including a pilot, to any insured.

- 2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
- 3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured,



whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE - DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all

"property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION - EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the Knowing Violation Of Rights Of Another Exclusion in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

H. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** in **COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.

COMMERCIAL GENERAL LIABILITY

2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. WHO IS AN INSURED (Section II) is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
 - (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or
 - (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. WHO IS AN INSURED (Section II) is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.
3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:



Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any architect, engineer or surveyor engaged by or for you, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision M. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

N. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision N. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations. However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations.

2. This Provision O. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

3. The insurance provided by this Provision O. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

COMMERCIAL GENERAL LIABILITY

P. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
 - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to LIMITS OF INSURANCE (Section III):

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
 - b. The General Aggregate Limit; or
 - c. The Products-Completed Operations Aggregate Limit.
- The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.
3. As used in the Provision P.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or

premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.



2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in DEFINITIONS (Section V) is deleted and replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in DEFINITIONS (Section V) is deleted.

V. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

All other terms of your policy remain the same.

Client#: 15882

JOHNRONAN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/23/2008
PRODUCER The Rockwood Company Michael A. Sobel, CPCU 20 N Wacker Drive, Suite #960 Chicago, IL 60606		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.
INSURED John Ronan Architect; Deste fano & Partners, Ltd. Joint Venture c/o 445 E. Illinois St., Suite #250 Chicago, IL 60611		INSURERS AFFORDING COVERAGE INSURER A: The Charter Oak Fire INSURER B: Travelers Indemnity INSURER C: INSURER D: INSURER E:
		NAIC #

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 ADDL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary Non-Contributory GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	6803784M047	05/18/08	05/18/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP 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	6803784M047	05/18/08	05/18/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUP0024T373	05/18/08	05/18/09	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB0024T385	05/18/08	05/18/09	<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 Val. Papers	6803784M047	05/18/08	05/18/09	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS /
 RE: Contract #1271-Misc. High School, Chicago, IL
 Public Building Commission of Chicago, Chicago Public Schools and City of Chicago their respective Commissioners, Officers, Employees are added as Additional Insured on the General Liability and Hired & Non-Owned Automobile Liability coverage subject to written (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Public Building Commission of Chicago Chicago Public Schools Richard J. Daley Center Suite #200 50 W. Washington Street Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 <i>John A. Decker</i>

*See case 5/22/08
1271
See
order for liability*

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

contract. Waiver of subrogation included on the General liability and Workers Compensation.