

PUBLIC BUILDING COMMISSION OF CHICAGO



**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1727
with
BOOTH HANSEN, LTD.**

**TO PROVIDE THE SERVICES
OF
DESIGN ARCHITECT for
CHICAGO PARK DISTRICT – FIELDHOUSES**

**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 Park District - Fieldhouses

PS1727

THIS AGREEMENT effective as of November 10, 2009, (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 **Booth Hansen, Ltd** with offices at 333 South DesPlaines Street, Chicago, Illinois 60661, (the "**Architect**"), at Chicago, Illinois.

Background Information – Recitals:

Whereas, the Commission on behalf of the **Chicago Park District** (referred to in this Agreement as the "**User Agency**"), intends to undertake the planning, design and construction of fieldhouses in Chicago, Illinois.

Whereas, the Board of Commissioners of the Public Building Commission of Chicago, on November 10, 2009, awarded a contract to Architect as Design Architect for Chicago Park District - Fieldhouses.

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 fieldhouses. 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 Conceptual 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.

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

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

Richard M. Daley
Richard M. Daley
Chairman

Date: _____

Attest:
Edgwick Johnson
Edgwick Johnson
Secretary

Date: 1-15-2010

ARCHITECT, BOOTH HANSEN, LTD.:
George R. Halik
George R. Halik
Principal

Date: 11-24-2009

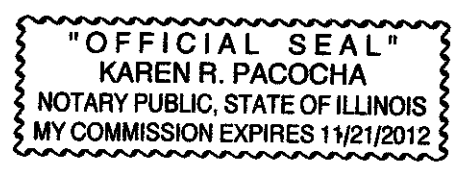
County of: Cook

State of: Illinois

Subscribed and sworn to before me by _____ and _____ on behalf
of Architect this 24 day of Nov, 2009.

Karen R. Pacocha

Notary Public
My Commission expires: (SEAL OF NOTARY)
11/21/2012



Approved as to form and legality

Jacinta Epting 11-4-09
Neal & Leroy, LLC

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 fieldhouses. 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.** Fieldhouses as approved.
- (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.

- (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.

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 Document Control.

- a) The Commission has an on-line collaboration and document management system, (the "System"). The Design Architect shall use the System when providing its services to: track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative. The System shall be the mode of conveyance and repository for all Project Record Documents. The Design Architect shall post all Project-related documents, including Record Documents, on the System. By executing its Contract, the Design Architect agrees to comply with all terms and conditions required by the Commission for the use of the System.
- b) Within 15 calendar days of the Notice to Proceed, the Design Architect shall designate an employee that will serve as its System Coordinator. The Design Architect's System Coordinator will be the point of contact for the Commission for implementation and support for the Design Architect's use of the System.
- c) Employees of the Design Architect and its Subconsultants who will use the System must complete the training provided by the Commission. Each such employee must furnish a valid e-mail address to the Authorized Commission Representative prior to the training.
- d) The System requires a broadband connection with the Internet (e.g., at a minimum, T1, cable modem, or DSL) for effective use. The Design Consultant must furnish its own hardware and software, including, but not limited to, personal computers, peripheral software, virus protection software and high-speed document scanners. All written communication and document transmittal from the Design Architect to the Commission will occur via the System. In the event that hand signatures and/or stamps are required for the document, unless otherwise directed by the Authorized Commission Representative, the transmittal of such documents shall be made simultaneously via the System and hard copy; hard copy shall be transmitted as required by the Contract Documents. Signed and/or stamped documents must be scanned and uploaded to the System.
- e) The Design Architect shall be solely responsible for its use of the System, as well as use of the System by its Subconsultants.
- f) The Design Architect shall submit all invoices in electronic format using the PBC's on-line collaboration and document management system. The Design Architect will receive training for the utilization of the system by the Commission. All submitted invoices shall include a cover page as provided by the Commission.

Section 4.09 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.

Section 4.10 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.

Section 4.11 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 4.12 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 4.13 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 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 re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

Section 5.04 Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the 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

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.

- (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 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;
 - (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 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 certiorari* 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 certiorari*. 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

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 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.

SCHEDULE A
SCOPE OF SERVICES

Design Architect for Chicago Park District - Fieldhouses
PS1727

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 fieldhouses, 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 4.09 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 fieldhouses. The fieldhouses 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 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 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 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.

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.

SCHEDULE B
PROJECT DOCUMENTS
Design Architect for Chicago Park District - Fieldhouses
PS1727

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**SCHEDULE C
PROJECT SCHEDULE**

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PS1727**

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**SCHEDULE D
COMPENSATION**

**Design Architect for Chicago Park District - Fieldhouses
PS1727**

I. FEE

A. The Design Architect scope of services will be assigned on an hourly basis not-to-exceed **two hundred and fifty thousand dollars (\$250,000.00)** 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 2.5 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 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 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 2.5 multiplier.

The 2.5 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 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 **twenty-five thousand dollars (\$25,000.00)** 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 electronically submit each invoice to the Commission as detailed in Article IV. Engagement and Standards for Performing Services, Section 4.08, Document Control, Item f. Each invoice shall reflect the percentage of work completed 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 the reasons for such variances.

2. The Design Architect must attach 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 the MBE and WBE sub-consultants.
3. Payment will be processed within 30 days after Commission receives an acceptable invoice from the Design Architect.
4. 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.

SCHEDULE E
INSURANCE REQUIREMENTS
Design Architect for Chicago Park District - Fieldhouses
PS1727

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

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 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 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 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 and City of Chicago must be named as additional insureds on a primary, non-contributory basis.

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

E.1.4. Professional Liability

When any 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 Architect must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

E.1.5. Property

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

E.1.6. Valuable Papers

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

ADDITIONAL REQUIREMENTS

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

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

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

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

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

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this

Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

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

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

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

**SCHEDULE F
KEY PERSONNEL**

**Design Architect for Chicago Park District - Fieldhouses
PS1727**

SCHEDULE G
OTHER CONDITIONS
Design Architect for Chicago Park District - Fieldhouses
PS1727

NONE

EXHIBIT A

DISCLOSURE OF RETAINED PARTIES

[INSERT PROJECT NAME]
DESIGN ARCHITECT - PROTOTYPE FIELDHOUSE

A. Definitions and Disclosure Requirements

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

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: *DESIGN ARCHITECT SERVICES - PROTOTYPE FIELDHOUSE*
Description or goods or services to be provided under Contract: ARCHITECTURAL/ENGINEERING DESIGN
2. Name of Consultant: BOOTH HANSEN
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
<i>NONE</i>			

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

4. The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

George R. Halik
Signature

10/30/09
Date

GEORGE R. HALIK
Name (Type or Print)

PRINCIPAL
Title

Subscribed and sworn to before me

this 30 day of October 2009

Karen R. Pacocha
Notary Public



EXHIBIT B
DISCLOSURE AFFIDAVIT

DESIGN ARCHITECT - PROTOTYPE FIELDHOUSE.
[INSERT PROJECT NAME]

Name: BOOTH HANSEN

Address: 333 E. DESPLAINES

Telephone No.: 312-869-5000

Federal Employer I.D. #: 36-3060862 Social Security #: _____

Nature of Transaction:

- Sale or purchase of land
- Construction Contract
- Professional Services Agreement
- Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned GEORGE HALIK as PRINCIPAL
(Name) (Title)

and on behalf of BOOTH HANSEN
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

- Bidder/Proposer/Contractor is a:
- | | |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization ILLINOIS

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>LAURENCE BOOTH</u>	<u>PRESIDENT</u>	<u>JAMES STEVENSON</u>	<u>SECRETARY</u>
<u>GEORGE HALIK</u>	<u>PRINCIPAL/DIRECTOR</u>	<u>JOHN C. STETSON</u>	<u>PRINCIPAL/DIRECTOR</u>

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>LAURENCE BOOTH</u>	<u>333 S. DESPLAINES.</u>	<u>65</u> %
<u>JAMES STEVENSON</u>	<u>"</u>	<u>20</u> %
<u>GEORGE HALIK</u>	<u>"</u>	<u>7.5</u> %
<u>JOHN C. STETSON</u>	<u>"</u>	<u>7.5</u> %

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

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
 Yes No

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

SECTION 2. PARTNERSHIPS

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

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

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

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

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

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

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

Name(s)

Address(es)

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

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

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

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

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

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

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

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

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the

event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

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

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

III. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

VERIFICATION

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

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



Signature of Authorized Officer

GEORGE R. HALIK
Name of Authorized Officer (Print or Type)

PRINCIPAL
Title

312.869.5000
Telephone Number

State of ILLINOIS

County of COOK

Signed and sworn to before me on this 30 day of October, 2009 by

Karen Pacocha (Name) as office manager (Title) of

Booth Hansen (Bidder/Proposer or Contractor)

Karen A. Pacocha
Notary Public Signature and Seal



Notes 1-5 Disclosure Affidavit

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

EXHIBIT C

ELECTRONIC FILE TRANSFER AGREEMENT

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: **ELECTRONIC MEDIA**

PROJECT NAME AND NO.:

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

TERMS OF AGREEMENT:

1. The PBC acknowledges that it has requested 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 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 Architect.
3. The PBC and Architect hereby acknowledge and agree that to the extent the PBC, its agents, employees, consultants or contractors modify a design on electronic drawing file data such that the design differs from the last sealed hard copy prepared by the Architect, the PBC shall be responsible for any cost or harm incurred by the PBC due such modification.
4. This Data is an instrument of professional service prepared by 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.

Architect:



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]

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

**Design Architect for Chicago Park District - Fieldhouses
PS1727**

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, and Women's Business Development Center.

(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, 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.
- (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 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.

- 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, 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. 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 a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting 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 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-consultants 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-consultants 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 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 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)**

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: _____

FROM:

_____ MBE _____ WBE _____

(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

_____ 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 _____ . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

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

**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:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

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

Name of Project: _____

STATE OF ILLINOIS }
 }SS
COUNTY OF COOK }

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

Title
and duly authorized representative of

Name of Professional Service Provider
whose address is

in the City of _____, State of _____

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

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

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.

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

(2 of 2)

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

Name of Professional Service Provider (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE _____ WBE _____ Non-MBE/WBE _____

Name of Project _____ Contract Number _____

Date _____

STATE OF ILLINOIS }

} SS

COUNTY OF COOK }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

(Name of Affiant)

am the

_____ and duly authorized representative of

(Title)

(Name of Company)whose address is

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

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

BOOTH HANSEN

Design Architect for Prototype Chicago Park District Fieldhouses

MBE/WBE UTILIZATION PLAN

October 28, 2009

Throughout the firm's history, BOOTH HANSEN has had many opportunities to partner with MBE/WBE certified firms that are leaders in their discipline areas. This experience has allowed us to establish strong working relationships with these firms based on a solid understanding of our collaborative approach.

We are committed to meeting or exceeding the goals for MBE participation (25%) and WBE participation (5%) as outlined by the Public Building Commission of Chicago.

Working in partnership to continue the development of the highly-sustainable prototype field house designs for the Chicago Park District will afford all firms a tremendous opportunity to build capacities with regard to sustainable practices, as well as innovative material and assembly methods

The following MBE/WBE firms comprise our team for this project:

MATRIX ENGINEERING, <i>Structural Engineer</i>	MBE
TERRA ENGINEERING, <i>Civil Engineer</i>	WBE
BUILDING SYSTEMS ENGINEERING (a division of Power Engineers Collaborative) <i>MEP Engineer</i>	MBE
SITE DESIGN GROUP, LTD., <i>Landscape Architect</i>	MBE
CONSTRUCTION COST SYSTEMS, <i>Cost Estimator</i>	MBE

BOOTH HANSEN

2009 Standard Billing Rates (per hour)

Effective March 1, 2009

Principal/Director	\$265
Principal	\$185
Associate Principal	\$140
Architect/Designer IX	\$140
Architect/Designer VIII	\$125
Architect/Designer VII	\$100
Architect/Designer VI	\$ 95
Architect/Designer V	\$ 85
Architect/Designer IV	\$ 75
Architect/Designer III	\$ 65
Architect/Designer II	\$ 60
Architect/Designer I	\$ 50
Clerical	\$ 50

The above rates are subject to change annually on March 1.



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>

February 27, 2009

Dr. Eugene C. Mojekwu
Matrix Engineering Corporation
33 West Jackson Blvd. - 4th Floor
Chicago, Illinois 60604

Annual Certificate Expires:
Vendor Number:

January 1, 2010
1049093

Dear Mr. Mojekwu:

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

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:

**Professional Design Firm; Structural Engineering Services and Consulting;
Professional 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,

Mark Hands
Managing Deputy Procurement Officer

MH/la

NEIGHBORHOODS



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: DESIGN ARCHITECT - PROTOTYPE FIELDHOUSE

Project Number: _____

FROM:

Matrix Engineering Corporation

MBE WBE _____

(Name of MBE or WBE)

TO:

Booth Hansen

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 February 27, 2009. 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 Design Services

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

TBD

PUBLIC BUILDING COMMISSION OF CHICAGO
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:

Matrix Engineering Corporation

Name of MBE/WBE Firm (Print)

October 28, 2009

Date
(312) 427-1200

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature Eugene C. Mojekwu

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

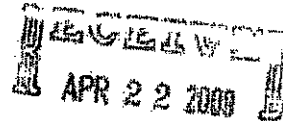
Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4910
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

March 26, 2009

Karen Steingraber, P.E.
Terra Engineering, Ltd.
225 West Ohio Street - 4th Floor
Chicago, Illinois 60654



BY: _____

Annual Certificate Expires:
Vendor Number:

February 1, 2010
1038413

Dear Ms. Steingraber:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2010**.

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:

Professional Design Services; Engineering Consulting and Services

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,

Mark Hands
Managing Deputy Procurement Officer

MH/la

IL UCP Host: IDOT



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH
PROPOSAL

Name of Project: _____ DESIGN ARCHITECT - PROTOTYPE
FIELDHOUSE

Project Number: _____

FROM:

Terra Engineering, Ltd. _____ MBE _____ WBE x
(Name of MBE or WBE)

TO:

Booth Hansen _____ 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 February, 2010. 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 Design

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

TBD

PUBLIC BUILDING COMMISSION OF CHICAGO
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:

Terra Engineering, Ltd.
Name of MBE/WBE Firm (Print)
October 28, 2009
Date
312-467-0123
Phone

Karen Steingraber
Signature
karen Steingraber
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

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

<http://www.cityofchicago.org>

August 21, 2009

George Shibayama, Managing Member
Power Engineers Collaborative, L.L.C.
216 South Jefferson, Suite 103
Chicago, Illinois 60661

Annual Certificate Expires:
Vendor Number:

September 1, 2010
50065942

Dear Mr. Shibayama:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **September 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 1, 2010**.

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:

Professional Design Firm; Professional Engineering Consulting and 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,

Mark Hands
Managing Deputy Procurement Officer

MH/emc



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: DESIGN ARCHITECT - PROTOTYPE FIREHOUSE

Project Number: _____

FROM:

Power Engineers Collaborative MBE WBE _____
(Name of MBE or WBE)

TO:

BOOTH HANSEN 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
LLC a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8-21-09. 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.

MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION
DESIGN SERVICES

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

TBD

PUBLIC BUILDING COMMISSION OF CHICAGO
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:

*Power Engineers Collaborative
dba Building System Engineers*

Name of MBE/WBE Firm (Print)

Signature

George Shibayama

Name (Print)

Date

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



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>

July 24, 2009

Ernest C. Wong, President
Site Design Group, Ltd.
888 South Michigan Avenue, Suite #1000
Chicago, Illinois 60605

Annual Certificate Expires:
Vendor Number:

June 1, 2010
1025281

Dear Mr. Wong

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until June 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by June 1, 2010.

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 Architectural Services and Consulting;
Professional Design 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,

Mark Hands
Managing Deputy Procurement Officer

MH/ds



PUBLIC BUILDING COMMISSION OF CHICAGO

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH
PROPOSAL**

Name of Project: DESIGN ARCHITECT - PROTOTYPE FIELDHOUSE

Project Number: _____

FROM:

Site Design Group, Ltd. MBE X WBE _____
(Name of MBE or WBE)

TO:

Booth Hansen 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 _____ 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.

Professional Landscape Architecture Services

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

TBD

PUBLIC BUILDING COMMISSION OF CHICAGO

**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:

NA

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

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

NA % 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: October 29, 2009

Site Design Group, Ltd.
Name of MBE/WBE Firm (Print)
10/29/2009
Date
312-427-7240
Phone

[Signature]
Signature
Robert K. Sr. Vice 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

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>

March 13, 2009

Ian Parr, President
Construction Cost Systems, Inc.
1815 S. Meyers Road - Suite 200
Oakbrook Terrace, Illinois 60181

RECEIVED
MAR 25 2009

BY:

Annual Certificate Expires:
Vendor Number:

February 1, 2010
1025945

Dear Mr. Parr:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until **February 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2010**.

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:

Construction Management; Cost Estimating; Project 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,

Mark Hands
Managing Deputy Procurement Officer

MH/dm



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: DESIGN ARCHITECT. PROTOTYPE FIELDHOUSE

Project Number: _____

FROM:

Construction Cost Systems, Inc. MBE X WBE
(Name of MBE or WBE)

TO:

BOOTH HANSEN 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 March 13, 2009. 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.
Cost Estimating

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

PUBLIC BUILDING COMMISSION OF CHICAGO
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:

Construction Cost Systems, Inc.

Name of MBE/WBE Firm (Print)

10-28-09

Date

630-678-0808

Phone

Signature

Paul Laudolff, CPE - Principal

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: DESIGN ARCHITECT - PROTOTYPE FIELDHOUSE.

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

PRINCIPAL
Title
and duly authorized representative of

BOOTH HANSEN
Name of Professional Service Provider
whose address is

333 S. DESPLAINES

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
MATRIX ENGINEERING	STRUCTURAL	\$29,000	\$
TERRA ENGINEERING	CIVIL	\$	\$12,500
BLDG SYSTEMS ENG'G / POWER ENGINEERS COLLABORATIVE	MECH/ELECT	\$26,500	\$
SITE DESIGN GROUP	LANDSCAPE	\$8,000	\$
CONSTRUCTION COST SYSTEMS	COST ESTIMATING	\$8,000	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$62,500	\$12,500
Percent of Total Base Bid		2.5 %	5 %

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

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% 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:

BOOTH HANSEN
Name of Professional Service Provider (Print)
10/30/09
Date
312.269.5000
Phone

G. R. Halik
Signature
GEORGE R. HALIK
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2009

PRODUCER
Willis of Illinois, Inc.
233 S. Wacker Drive
Suite 2000
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
Booth Hansen, Ltd.
George Halik
333 S. Des Plaines Avenue
Chicago IL 60661

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty Ins Co of A	19046
INSURER B: Liberty Insurance Underwriter	19917
INSURER C: Travelers Property & Casualty	25674
INSURER D: Travelers Indemnity Company o	25666
INSURER E: Travelers Indemnity Company o	25682

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Add'l Insd per CGD3810907 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6802301L374TIL09	6/23/2009	6/23/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	BA2302L13709GRP	6/23/2009	6/23/2010	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 \$
D	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	XSFCUP6550Y494IND09	6/23/2009	6/23/2010	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XSUB6550Y06409	6/23/2009	6/23/2010	<input checked="" type="checkbox"/> WC STATUTORY 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
B	<input type="checkbox"/> OTHER Professional Liability	AEE2002870109	6/23/2009	6/23/2010	\$2,000,000 per claim \$2,000,000 aggregate

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

*Except for non-payment, 10 days. Additional Insured-General Liability is included per form CGD3810907, as required by written contract.

RE: Chicago Park District - Fieldhouses; PS1727

Additional Insured - General Liability (Primary/Non-Contributory): The Public Building Commission, Chicago Park District and City of Chicago

Waiver of Subrogation in favor of the additional insured

[Handwritten Signature]
12/29/09

CERTIFICATE HOLDER

Public Building Commission Procurement
Department
Richard J. Daley Center
Room 200
Chicago IL 60602

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

[Handwritten Signature]

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.