



## ARCHITECT OF RECORD AGREEMENT

**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
www.pbcchicago.com

### PUBLIC BUILDING COMMISSION OF CHICAGO

AND

**HARDING MODE JOINT VENTURE**

FOR

**ARCHITECT OF RECORD SERVICES  
PS3037**

**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
www.pbcchicago.com

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**Mayor Rahm Emanuel**  
Chairman  
Carina Sánchez  
Executive Director

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## **EXECUTION PAGE**

### **Architect of Record Services – PS3037**

**THIS AGREEMENT ("Agreement")** effective as of **November 11, 2018**, 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" or "PBC"), and **Harding Mode Joint Venture** with offices at **224 South Michigan Avenue, Suite 245, Chicago, IL 60604** (the "Architect" or "Consultant").

## **RECITALS**

**WHEREAS**, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois and on behalf of various governmental agencies including, but not limited to, the City of Chicago, the Chicago Public Library, the Chicago Park District, the City Colleges of Chicago, and the Chicago Board of Education, (referred to individually or collectively, as the case may be, in this Agreement as the "**User Agency**"), and intends to undertake the construction, improvement and/or renovation of one or more projects in Chicago, Illinois (the "Project");

**WHEREAS**, the Commission requires certain professional services described in the Agreement in connection with the Project and desires to retain the Architect on the terms and conditions set forth in the Agreement to perform such Services; and

**WHEREAS**, the Architect desires to be so retained by the Commission and has represented to the Commission that the Architect has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement; and

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

**WHEREAS**, the Commission has relied upon the Architect's representations in selecting the Architect; and

**WHEREAS**, in reliance upon the Architect's representations, the Commission has selected the Architect to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

**NOW, THEREFORE**, the parties have executed this Agreement on the terms and conditions that follow:

**EXECUTION PAGE**  
**Architect of Record Services – PS3037**

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

**PUBLIC-BUILDING COMMISSION OF CHICAGO**

By: *Rahm Emanuel*  
Rahm Emanuel  
Chairman

2/13/19  
Date

By: *[Signature]*  
Lori Ann Lypson  
Secretary

2/8/19  
Date

**HARDING MODE JOINT VENTURE**

By: *Paul A. Harding*  
Print Name: Paul A. Harding  
Title: Principal

By: *[Signature]*  
Print Name: Jung J. Mo  
Title: PRINCIPAL

County of Cook  
State of Illinois

AFFIX CORPORATE  
SEAL, IF ANY, HERE



Subscribed and sworn before me by Paul A. Harding & Jung J. Mo  
as Principals of Harding mode this 4<sup>th</sup> day of Feb, 2019.  
Joint venture

*[Signature]*  
Notary Public

My Commission Expires 03-21-20

Approved as to Form and Legality:  
By: *Janette Subitto*  
Neal & Leroy, LLC

2-6-2019  
Date

## TERMS AND CONDITIONS

### Article I. INCORPORATION OF RECITALS

**Section 1.01** The matters recited above, the "Recitals" 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) *Additional Services*. Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A and any applicable Task Order.
- (b) *Agreement*. This Agreement between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, revisions and Task Orders made in accordance with its terms.
- (c) *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 Representative(s)*. One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
- (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) *Completion Date of the Services/Project*. The date or dates, as determined by the Authorized Commission Representative, on which the Architect has completed all of its obligations under this Agreement and any applicable Task Order.
- (g) *Contractor*. The firm, corporation, partnership, joint venture or other entity that enters into a contract with the Commission to perform the Work required in order to complete the Project.
- (h) *CW or CW System*. The on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports, including any other document management system that may be duly authorized and approved by the Commission for such purposes subsequent to the date of this Agreement.
- (i) *Day*. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (j) *Deliverables*. The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required, under this Agreement, to provide to the Commission.
- (k) *Executive Director*. The person employed by the Commission as its Executive Director or designee.
- (l) *Key Personnel*. Those job titles and individuals identified herein.
- (m) *Project*. The Project identified in the Recitals that will be undertaken by the Commission on behalf of the User Agency.

- (n) *Services*. Collectively, the duties, responsibilities and tasks that are necessary in order for the Architect to provide the Scope of Services required by the Commission under this Agreement.
- (o) *Subconsultant or Subcontractor*. Any person or entity hired or engaged by the Architect to provide any part of the Services required under the terms of this Agreement.
- (p) *Task Order*. A document issued by the Commission to the Architect pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Architect, together with any applicable exhibits or schedules, a timetable for any Deliverables and the fees attributable to the Services and/or Deliverables described in the Task Order.
- (q) *User Agency*. The governmental agency or agencies identified in the "Recitals" that requested the Commission to undertake the construction, improvement and/or renovation of the Project.

**Section 2.02 Usage and Conventions**

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

**Article III. INCORPORATION OF DOCUMENTS**

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

**Section 3.01 Policies Concerning MBE and WBE**. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE") is included as Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services, as the same may be revised from time to time.

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

**Section 3.03 PBC Errors & Omissions (E & O) Committee Manual**. The PBC E & O Manual will be amended from time to time. Any updates or revisions will be provided to the Architect, and the Architect will be bound by the PBC E & O Manual in effect as of the Completion Date of the Services.

**Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES**

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

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

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

appropriate, available as needed and qualified to perform the Services. The Architect must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule D. The level of staffing may be revised from time to time by notice in writing from Architect to the Commission and with prior written consent of the Commission. In the event that the Architect fails to adequately staff the Project or timely perform its obligations under this Agreement, and the Contractor files a claim for delay damages as a result of such failures, the Architect will be liable to the Commission and the User Agency for any delay damages caused by the Architect's failure to comply with the requirements of this Agreement.

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

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

**Section 4.06** Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use every reasonable effort to utilize minority business enterprises and women business enterprises for not less than 30% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, and the Amended Resolution passed on June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

**Section 4.07** Records. The Architect must maintain accurate and complete records of expenditures, costs and time incurred by the Architect and by any Subcontractor or Subconsultant engaged by the Architect in connection with the Project, and the Services. Such records must be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Architect's offices upon reasonable notice during normal business hours. The Architect must retain all such records for a period of not less than five (5) calendar years after the termination or expiration of the Agreement. However, if there is a disagreement over fees or a dispute between the Commission and the Architect, or if a claim or dispute pertaining to the Project is filed by the Contractor, then Architect must retain all such records for five (5) calendar years from the date of the claim or dispute, or until a final resolution of the matter, whichever occurs later.

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



the respective officers, directors, agents, partners and employees of such entities, shall cooperate with the Inspector General of the Public Building Commission and the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010.

The Architect has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [http://www.pbcchicago.com/pdf/RES\\_PBC\\_ECR\\_CodeofEthicsAmendOct32011\\_20110920.pdf](http://www.pbcchicago.com/pdf/RES_PBC_ECR_CodeofEthicsAmendOct32011_20110920.pdf), and is incorporated into this Agreement by reference.

**Section 4.09** Defects in Project. The Architect must notify the Commission immediately if the Architect obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including but not limited to construction defects, cost overruns or scheduling delays.

**Section 4.10** Performance Standard.

- (a) The Architect represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Architect will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Architect to adequately and timely perform the Services and provide the Deliverables in the manner required by the Agreement. Failure by the Architect to adequately perform its obligations under this Agreement will be deemed an Event of Default subject to Article X of this Agreement.
- (b) The Architect must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Architect must maintain current copies of any such licenses and, upon request, provide such copies to the Commission. The Architect will remain responsible for the professional and technical accuracy of all Services furnished, whether by the Architect or Subcontractors or Subconsultants 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) Intentionally Deleted [Same as 4.13].
- (d) If the Architect fails to comply with the obligations under the standards of the Agreement and any applicable Task Order, the Architect must perform again, at its own expense and at the direction of the Commission, all Services required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any of the Services or Deliverables by the Commission does not relieve the Architect of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Architect either under the Agreement, at law or in equity.
- (e) Evaluations of the Commission's budget for the Project, the preliminary estimate of the cost of the work and updated estimates of the cost of the work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Commission has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

**Section 4.11** Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify errors, omissions or ambiguities. The Commission's Errors and Omissions ("E & O") Committee will review the Project for alleged errors and omissions by the Architect. The E & O Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim regarding the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings and comply with the procedures specified in the E & O Manual without additional compensation. Upon notice or discovery, and as directed by the Authorized Commission Representative, the Architect will perform, without additional compensation, the professional services required in order to issue change orders to the contract documents that will correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect, all costs, fees and damages incurred by the Commission or the User Agency resulting from errors or omissions in the



construction documents prepared by the Architect. The Architect acknowledges that all recovery may be reserved by the Commission until the E & O Committee has completed its review of the Project and completion of the Services to be performed and Deliverables to be provided by the Architect.

The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Architect's failure to adequately and timely perform the Services or provide the Deliverables, design errors or omissions and failure to adhere to terms of this Agreement.

If the Commission and the Architect disagree with regard to the Architect's fault or as to whether the Architect is entitled to Additional Services for the Services and/or Deliverables required by the Commission, then the Architect may assert a dispute pursuant to Article XI of this Agreement. However, the Architect must continue to perform Services and provide Deliverables as directed by the Commission during the pendency of any such dispute.

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

**Section 4.13** Limitations on Subconsultants and Subcontractors. Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

**Section 4.14** Task Orders.

- (a) **Task Order Service Requests.** During the term of the Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under the Agreement (a "Task Order Service Request" or "TOSR" or "RFP"). Each such Task Order Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided to the Architect in order to respond to the Task Order Service Request.
- (b) **Task Order Proposals.** Architect must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, budget, Deliverables, a list of technical personnel who will perform the Services and any other information or documents listed in the Task Order Service Request. The Task Order Proposal must be submitted within the time specified in the Task Order Service Request. Any costs associated with the preparation of such Task Order Proposal are not compensable under the Agreement and the Commission is not liable for any such costs or fees incurred by the Architect or its Subcontractors or Subconsultants to prepare the Task Order Proposal.
- (c) **Review Process.** The Commission will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Architect regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Architect negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Architect must submit a revised Task Order Proposal (based upon such review procedures) to the Commission.
- (d) **Notice of Approval of Task Orders.** All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director (or designee). Absent approval of a Task Order, as described below, the Commission will not be obligated to pay or have any liability to Architect or its Subcontractors or Subconsultants for any Services or Deliverables provided by Architect pursuant to such Task Order. An approved Task Order shall include, a signed approval on Commission letterhead, Architect's approved Task Order Proposal, approved Certificate of Insurance, and an approved MBE/WBE Compliance plan.
- (e) **No Obligation.** Architect acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include Architect in any solicitation for Task Order Proposals.

**Section 4.15** The Commission may require the Architect to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Architect must follow the CW (or other system in use by the Commission) procedures and submit progress reports and other Deliverables through the CW System (or system in use by the Commission). The Architect must attend courses and receive training on the CW System (or system in

use by the Commission) provided by or on behalf of the Commission. Any costs incurred by Architect as a result of the attendance of Architect's personnel at CW System (or system in use by the Commission) training courses are not compensable by the Commission.

## **Article V. TERM**

**Section 5.01** Duration. The initial term of this agreement shall be three (3) years with an option for two (2) additional one (1) year extensions which may be exercised at the sole discretion of the Commission; but in any case, the duration of the Agreement shall be considered to continue through the Commission's final acceptance of any outstanding Project Deliverables.

**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 thirty (30) days written notice given to the Architect (the "Termination Notice"). Termination shall be deemed after the date of the Termination Notice (the "Termination Date"). So long as the Architect is not in default under this Agreement at the time of the Termination Notice, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the Termination Date. The Commission may exercise any right of set off regarding Architect's failure to properly perform Services from payments that are due to Architect.

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

- (a) During the period the Architect's performance is suspended, the Architect is not entitled to incur fees or bill the Commission, except for Architect's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Architect's invoices or claims). The Architect may bill such time spent during a suspension only if the Architect's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule B. Participation in meetings at the request of the Commission is not considered to be resumption of the Architect's Services or a withdrawal or waiver of the Suspension Notice.
- (b) If the Architect is required to resume its Services under this Agreement, the Commission shall issue a written notice ("Revocation of Suspension") granting Architect a reasonable period not to exceed ten (10) days to remobilize itself. The Architect may bill for reasonable time spent on remobilization so long as the Commission's Suspension Notice was not issued for cause attributable to the Architect. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule B. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance herein and any applicable Task Order, establishing a revised Completion Date of Services. The Architect will re-commence its Services as of the date of the Revocation of Suspension, and may resume billing in accordance with the terms of the Agreement.

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

**Section 5.05** Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect is not in default of any obligation of the Architect under the

Agreement, the Commission will pay to the Architect, according to the terms of the Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law.

## **Article VI. COMPENSATION OF ARCHITECT**

**Section 6.01** Schedule B. The Commission will compensate the Architect for the Services in the amount and manner set forth in Schedule B *and* as modified by each duly executed Task Order.

**Section 6.02** Maximum Compensation. Architect's maximum compensation under this Agreement shall be Five Million Dollars (\$5,000,000). The Architect's compensation under this Agreement shall be established by duly authorized Task Order(s).

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

## **Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION**

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

- (a) Information. The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.
- (b) Review of Documents. Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.
- (c) Site Data. To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission, the following items as Reimbursable Expenses:
  - (i) A certified survey of the site or sites impacted by the Project 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 commitment.
  - (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.
- (d) Tests and Reports. To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule B.

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

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

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

- (a) The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its subcontractors pursuant to this Agreement (the "Work") will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
- (b) The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.
- (c) The Architect represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.
- (d) In addition, the Architect represents that the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the typical practices and performance standard of this Agreement. The Architect will provide the Commission the final plans and specifications for the project in an editable, electronic form. Further, the Architect will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified by the Commission for any damages resulting from any such future re-use or adaptation of the Work.

#### **Article VIII. INDEMNIFICATION**

- (a) Professional Indemnity. The Architect must indemnify, defend and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including reasonable fees and expenses of attorneys, court costs and experts' fees, that are claimed to be the result of Architect's performance under this Agreement, are claimed to be the result of Architect's negligent acts, are claimed to be the result of Architect's errors and omissions and/or are claimed to be the result of Architect's misconduct in the performance under this Agreement or the performance of any Subcontractor or Subcontractor retained by the Architect in connection with this Agreement.
- (b) General Indemnity. For all other claims, the Architect must protect, indemnify, defend and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of or be based on any injury to persons or property that are claimed to be, the result of the Architect's performance under this Agreement or any Subcontractor or Subconsultant retained by the Architect in connection with this Agreement.
- (c) The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to reasonable legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Parties ), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. For claims subject to the general indemnity, the Architect shall be solely responsible for the defense of any

and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of the Architect or its Subcontractors or Subconsultant even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. An Indemnified Party will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Architect of its obligations hereunder.

To the extent permissible by law, the Architect waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Architect's obligations. Notwithstanding the forgoing, nothing in this Article VIII obligates the Architect to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

#### **Article IX. INSURANCE MAINTAINED BY THE ARCHITECT**

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

#### **Article X. DEFAULT**

**Section 10.01** Events of Default. Each of the following occurrences constitutes an Event of Default by the Architect under the Agreement for which Architect shall have ten (10) days to cure following issuance of written notice of default by the Commission ("Notice of Default"):

- (a) Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement or any Task Order, in a timely manner and with such professional skill and diligence as necessary to ensure the orderly progress of the Project, which failure or refusal continues for a period of ten (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 ten (10)-day period) after the date on which written notice of it has been given to the Architect by the Commission;
- (b) Failure or refusal on the part of the Architect or its Subcontractors or Subconsultants to perform the Services in a timely manner and with a degree of skill consistent with the Performance Standard as set forth in Section 4.10 of this Agreement;
- (c) Any negligent or intentional misrepresentation made by the Architect relative to the ability to perform the Services or provide the Deliverables required by this Agreement;
- (d) Any negligent or intentional representation or warranty of the Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement was false in any material respect when so made or furnished;
- (e) The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- (f) Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within (sixty) 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within (sixty) 60 days of the appointment.

- (g) The Architect's material failure to perform any of its obligations under the Agreement, including but not limited to any of the following:
  - (i) Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services with sufficient and adequately skilled personnel, and equipment or with sufficient material to ensure the performance of the Services according to this Agreement;
  - (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory in accordance with this Agreement;
  - (iv) Discontinuance of the Services for reasons within the Architect's reasonable control; or
  - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
- (h) Any change in ownership or control of the Architect without prior written approval of the Executive Director, which approval the Executive Director will not unreasonably withhold.
- (i) The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency or any other governmental agency. Architect acknowledges that in the event of a default under any such Agreement the Commission may also declare a default under this Agreement.

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

**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 by the Architect ("Claim") 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 entitlement for additional compensation for Services performed or Deliverables provided by the Architect, its Subcontractors or Subconsultants, and all claims for alleged breach of contract must first be presented by the Architect to the Authorized Commission Representative for resolution. In the event the Architect and the Authorized Commission Representative cannot resolve the Architect's Claim, the Architect must file a written dispute ("Dispute") to the Executive Director for final determination, subject to Section 11.04 below.

**Section 11.02** Claim Procedure. The Architect must make all requests for determination of Claims in writing, specifically referencing this Section, and include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Architect; 3) the facts underlying the Claim; 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 of the Claim; and 6) all documentation which describes and relates to the Claim. The Authorized Commission Representative will have thirty (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 sixty (60) days of receipt of the Claim instructing the Architect that any dispute ("Dispute") must be filed with the Executive Director within thirty (30) days from the date of the ruling. If the Architect fails to file a

Dispute within thirty (30) days following the ruling by the Authorized Commission Representative, the Architect will be deemed to have accepted the ruling and waived its right to challenge it.

**Section 11.03 Dispute Procedure.** In the event that the Authorized Commission Representative and Architect can not resolve the Claim, the Architect may file a written Dispute with the Executive Director for final determination. The Dispute submission must contain the information required in Section 11.02 above and a copy provided 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 determination ("Final Determination") will be rendered in writing no more than forty-five (45) business days after the response by the Commission Representative was filed or was due, unless the Executive Director notifies the Architect and the Authorized Commission Representative that additional time for the Final Determination is necessary. The Architect must follow the procedures set out in this Section to receive the Executive Director's Final Determination. In the event the Architect disagrees with the Executive Director's Final Determination, the Architect may file, a common law *writ of certiorari* in the Circuit Court of Cook County which shall be the sole and exclusive judicial remedy of the Architect. However, the Architect must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Architect shall not withhold performance of any Services required by the Commission under this Agreement or any Task Order during the Dispute resolution period.

**Section 11.05 Architect Self-Help Prohibited.** The Architect must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, refusing to timely to make recommendations on general contractor claims, or refusing to promptly issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as subconsultants, the Contractor, or its subcontractors, or the Project Schedule. Doing so to gain potential leverage in negotiating or settling the Architect's Claim and/or Dispute against the Commission or User Agency will constitute bad faith on the Architect's part and shall be deemed a failure to perform and a Default under this Agreement. This provision shall not be interpreted as prohibiting the Architect from exercising its professional judgment and skills in carrying out its duties and responsibilities under the Agreement.

## **Article XII. CONFIDENTIALITY**

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

## **Article XIII. ASSIGNMENT**

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

The Architect further acknowledges that the Architect represented to the Commission the availability of certain members of the Architect's staff who will be assigned to the Project; therefore, in the event of the unavailability of such members for any reason, the Architect must so notify the Commission in writing, and must assign other qualified members of the Architect's staff, as approved by the Commission, to the Project.



## Article XIV. RELATIONSHIP OF PARTIES

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

## Article XV. GENERAL

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

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

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

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

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

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

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

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

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

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

**Section 15.11** Firearms. The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of

firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

**Article XVI. EXISTING CONTRACT DOCUMENTS**

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

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

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

## SCHEDULE A ARCHITECT OF RECORD SCOPE OF SERVICES

The below serves as the Scope of Services the consultant may be required to provide the Commission. Additional or other services may be requested and/or required and may be specified in a Task Order issued by the Commission. Please also note that the Commission undertakes various projects on behalf of various User Agencies. Some projects may be funded by specific grants. In such instances, the Architect will be required to provide documentation and services in accordance with each specific grant, at the direction of the Commission. Examples of such grants include, but are not limited to: IDNR and PARC. Architect may also be required to provide specific services related to historic sites or those sites requiring specific preservationist services. Also, any references to LEED will not apply to any Project(s) not seeking LEED accreditation.

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

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

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

### I. Part I – Planning and Predevelopment

#### A. Property and Building Assessment Services

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

##### 1. Perform Facility Assessments

- a. Review work performed to date provided by PBC and/or the user agency including, but not limited to: existing facility documentation, FACTS data, historical utility use data, survey, and available utility information.
- b. Review architectural and MEP/FP, including BAS (controls) condition assessments prepared by others. Author Requests for Clarification (RFC's) to obtain sufficient supplemental information to complete concept design, including but not limited to: previous capital improvement documentation and information, and historic utility use data.
- c. Alternatively, perform independent architectural and MEP/FP / BAS assessments with thorough information to develop scope of work for capital improvement. Utilize technical consultants where in-house expertise is not demonstrated and documented in Architect qualifications, or when directed by PBC.
- d. Visit the site to affirm the condition and general accuracy of the information provided by the User Agency, photo document and measure key areas, where required. Review the condition and location of proposed work, new construction, and/or connection point(s) for additions and renovations.
- e. For additions and renovations, perform additional MEP/FA assessment, including evaluating existing BAS system, as necessary to complete conceptual design and establish MEP/FP / BAS strategy.

- f. If required, perform additional architectural assessments as necessary to ensure accomplishment of project scope, including but not limited to: exterior envelope, deficiencies in accessibility, historical preservation, environmental impact, and architectural finishes, camera, MDF condition, and intercom / fire systems.
2. Review / evaluate technical reports / supporting information which may be provided by others, i.e.: PBC or Client Agency, which is to be used to guide scope of work and design decisions, including the following. If pertinent technical reports are required but not available, notify PBC (also, see E., Project Support)
  - a. Geotechnical Report.
  - b. Environmental Report.
  - c. Traffic Study Report.
  - d. Existing underground utilities or services provided within the site and public right of way.

## **B. Prioritized Capital Program Development**

1. Develop scope, schedule and budget for individual or multiple projects and/or multiple-building program, to accomplish PBC and Client facility maintenance and capital improvement goals in prioritized or phased manner.
2. Review or develop, as directed by PBC, and consider in the program development, MEP/FP, controls, and Architectural / structural system assessments, both by others and by the Architect.
3. Recommend priority of work and improvements for strategic undertaking of critical work. Break work into phases based on condition of existing facilities or systems, tiers of urgency, and budget, schedule and logistical constraints.
4. Provide funding research assistance including grant writing and associated technical documentation, as well as other funding pursuit tasks as needed.

## **C. Project Scope, Schedule and Budget Development**

1. Planning (Program/ Test Fit/ Conceptual Design): The PBC will, at project outset, and depending upon project type, request the Architect to initiate and undertake a number of tasks intended to develop and vet basic project requirements with respect to program, basic building layout, and site utilization and suitability. The goal is to produce a final scope, schedule, and budget that addresses PBC and Client Agency needs and goals, and can be carried further into design. To this end, the PBC may request the Architect to complete any or all of the services below.
2. As part of this effort, the Architect will be required to analyze and integrate information which PBC has gathered, including Environmental, Geotechnical, Survey, Traffic Study, Cost and Construction Management assessments as well as PBC and client goals with respect to sustainability. Where such information does not exist, the Architect may be tasked with developing parameters and providing support to obtain the necessary information.
3. Tasks may include but are not limited to:
  - a. Confirm client agency-furnished program, or support client agency and PBC in developing and/or articulating program.
  - b. Assess one or more sites for suitability based on program and client agency goals and site characteristics, including environmental information.

- c. Develop test fit(s) which graphically represent the project program. Evaluate and recommend options and/or best conceptual approach of program for new building or addition, as required.
- d. Adapt client agency design standards or components of standards for inclusion in the development of a new building; recommend improvements or enhancements to standards to further client agency and PBC broader goals i.e.: in terms of sustainability, resource savings, and to bring standards up to date with respect to building code or current materials and technology offerings.
- e. Allocate reasonable mechanical, electrical and plumbing spaces in concept plan for further development by AOR.
- f. Attend walk-through with PBC specialty consultants on project site, as needed.
- g. Attend weekly meetings, prepare weekly meeting minutes and action items, and correspond as required with PBC staff and user agency to develop and present options, refine scope requirements, and document decisions.
- h. Issue Request for Clarifications (RFC's) utilizing PBC's document management and business process software, CW.
- i. Review code, zoning and sustainability implications of the conceptual design, in coordination with PBC Resources.
  - i. Perform a conceptual zoning and building code analysis and provide initial zoning information for review and to prepare a zoning analysis. Outline areas where zoning relief may be required to achieve program objectives. Attend zoning intake meeting and prepare exhibits for this meeting.
  - ii. Schedule and participate in a preliminary meeting with the Mayor's Office for People with Disabilities (MOPD) for ADA code compliance.
  - iii. Coordinate preliminary review of concept plans with PBC's code compliance resource. Implement necessary changes as required.
  - iv. Develop project-specific, checklists / matrices for code and zoning to be used and expanded upon by AOR after transfer.
  - v. Develop preliminary strategies to comply with Stormwater Ordinance and City of Chicago Sustainable Development Plan Matrix (vegetated roof or alternative), where applicable.
- j. Coordinate the test fit scope with the PBC Cost Estimator. Participate in phone calls and/or meetings to aid in preliminary pricing.
- k. Coordinate with PBC sustainability resource to identify sustainability goals, opportunities and implications, and consider test fits in context of these goals. Integrate opportunities into conceptual design, including green remediation opportunities. Implement necessary changes as required to optimize sustainability opportunities.
  - i. Architect may be required to participate in and document an Integrated Design Charrette, to establish design priorities (i.e. aesthetics, innovative technologies, sustainable design, budget).
- l. Define extents of earthwork scope and demolition/renovation scope and coordinate with PBC environmental resource and consultants to facilitate appropriate amount of environmental assessment and environmental scope.

- m. Define extent of utility and public right-of-way scope, coordinate with PBC resource and implement scope and concept design changes as necessary.
- n. Include strategy for site development and remediation which addresses:
  - i. Environmental Analysis & Design (In consideration of PBC budget and sustainability goals, and ASTM Standard Guide for Greener Cleanups).
  - ii. Geotechnical Analysis & Design
  - iii. Regulatory Compliance & Oversight
  - iv. Site Remediation and Preparation Contracting & Oversight

#### **D. Project Feasibility Analysis**

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

#### **E. Project Support**

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

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

#### **F. Conceptual Design Development**

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

5. Develop a conceptual design transfer package to AOR.

**G. Conceptual Site Utilization / Operations may include:**

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

**H. Schematic and Design Development Services may include:**

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

**I. Performance Criteria and Bridging Documents:**

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

1. Prepare Scope and Performance Criteria intended to define Existing Conditions, Project Goals, Scope and Performance requirements of the project as well as providing guidance for architectural design. The Scope and Performance Criteria document will consist of Narratives, Programs, Drawings, Specifications, and Reports, etc. The Scope and Performance Criteria documents will be used by the PBC to:
  - a. Engage Design / Build firms to prepare Proposal Technical Documents for specific Design / Build projects.
  - b. Communicate project goals, information, and development to date to Architect of Record (AOR) teams.
2. Develop, improve upon, or incorporate existing Design Guidelines, Building Program Standards, and Specifications. Consult with the PBC, the Client agency and others, as appropriate, for the development, preparation and approval of Scope and Performance Criteria
3. and consulting Commissioning Authority (CxA), and as directed by the Authorized PBC Representative on the development of a project-specific Owner's Project Requirement (OPR) document.
4. Develop or support the development of, as directed by PBC, an Owner's Project Requirements (OPR) document for the project, which articulates the Owner expectations and standards for performance of the finished building.
  - a. Consult with the PBC, the Client agency and others as appropriate, including the Commissioning Authority where possible, to develop the OPR.
  - b. Issue for review by the PBC and Client Agency(s).
  - c. The OPR may be an iteration of the Design Standards for the client agency and building type or it may be a separate document, based on project requirements and PBC direction.
5. Analyze the requirements of the Project against the site conditions, including but not limited to geotechnical and environmental conditions.
6. Consult and coordinate with PBC internal Resources for Code, Sustainability and Environmental, and with PBC Specialty Consultants including but not limited to:



- a. Geotechnical Consultant
  - b. Environmental Consultant
  - c. Traffic Consultant
  - d. Surveyor
  - e. Commissioning Agent
7. Prepare documentation as requested by the Authorized PBC Representative which depicts building program, square footage, site development area, site development features and any amendments to the public right of way or any other jurisdictions for the purposes of assisting the PBC in defining the Project regulatory requirements.
  8. Prepare and present Site Development Test Fits and 3 dimensional Conceptual Design options for review by the PBC and User Agency(s). Incorporate review comments and preparation of conceptual drawings, design studies, and preliminary estimate of probable cost (including materials) based upon the Scope and Performance Criteria.
  9. Incorporate and coordinate PBC provided documentation into the Scope and Performance Criteria Deliverable including but not limited to:
    - a. Zoning Analysis
    - b. Civil Surveys
    - c. Geotechnical Surveys
    - d. Environmental Reports and Surveys
    - e. OUC Search Results
    - f. Project Construction General Requirements and Specifications
    - g. Sustainability goals
    - h. Stormwater management strategies

**J. Peer Review Services**

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

**K. Construction Administration and Close-Out:**

Assist the PBC with professional construction administration and close-out services as required to assure compliance with conceptual design packages, and scope and performance criteria, and to contribute to lessons learned process to guides improvements to future projects and process.

Develop, and maintain for each project, a lesson learned process for each building type and client agency.

**II. Part II – Design / Engineering for Site Preparation**

**A. Scope Development Phase**

During the Scope Development Phase, the Architect shall provide the following Services:

1. Upon review of the Environmental Consultant's findings, develop a proposed Site Preparation scope of work and a foundation system scope of work coordinated with the geotechnical consultant findings and the proposed utility service connections into the new building. The site preparation design may include all work necessary to abate and demolish existing structures on the site, as well as to prepare the site both environmentally and geotechnically in order to implement the building construction and site development scope of work, including, but not limited to, the

development of soil management strategies that will be subject to the review and approval of the Commission. The site preparation scope of work may also require the design of all utilities to be brought within 5 feet of the building perimeter. The foundation scope of work shall include all work to install the foundation system. These proposed scopes of work will be submitted to the Authorized Commission Representative for review and approval.

2. Architect will coordinate the site preparation and foundation phase design with the vertical (building) design such that the site preparation and foundation design and contract documents support compliance with all project LEED goals.

## **B. Construction Documents Phase**

During the Construction Documents Phase, the Architect shall provide the following Services:

1. Partial Construction Documents as directed by Authorized Commission Representative. Preliminary development of the Site Preparation and Foundation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commission's environmental consultant.
  - a) Site Preparation and Foundation Documents (including specifications).
  - b) Integrate Sustainability or LEED strategies into the Construction Documents.
  - c) Site Preparation and Foundation Construction Cost Estimate
2. 100% Construction Documents. Final development of the Site Preparation and Foundation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commission's environmental consultant.
  - a) Site Preparation and Foundation Documents (including specifications).
  - b) Provide a list of required submittals and a schedule for submission with the 100% construction documents.
  - c) Integrate Sustainability or LEED strategies into the Construction Documents.
3. Site Preparation and Foundation Construction Cost Estimate

## **C. Bidding and Contract Administration Phase**

During the Contract Administration Phase, the Architect shall provide the following Services:

1. Respond and document Requests for Information (RFI) submitted by the contractor and provide responses within a reasonable time.
2. Provide field observation of the construction as necessary each week to adequately monitor the progress and conformance of the permanent features of the Work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before Final Completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon the written request of the Authorized Commission Representative.
3. Attend and participate in regularly scheduled:
  - a) Weekly Project meetings.
  - b) Monthly pay application meetings for approval of contractor pay requests.
4. During Site Preparation Construction administer the Project's LEED compliance and submittal program as necessary to insure that LEED / sustainability requirements have been achieved and are documented to support Vertical Construction goals.

#### **D. Closeout Phase**

During the Close-out Phase, the Architect shall provide the following Services:

1. Conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
2. The Architect is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punchlist items identified in the Contractor prepared initial punchlist. The Architect will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
3. Oversee the Contractor's efforts to prepare and deliver to the Commission "as-built" drawings and site survey for the Project.
4. Oversee the Contractor's efforts to prepare and deliver to the Commission all required LEED documentation.
5. Upon completion of the construction contract issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

### **II. Part III – Design / Engineering for Building Construction and Site Development**

#### **A. Building Assessment and Concept Review**

The Commission expects the Architect to undertake a thorough review of the Concept Design and/or Program for purposes that include, but are not necessarily limited to, the identification and correction of any errors, omissions, inconsistencies, ambiguities or other issues, including, but not limited to, compliance with all codes in effect at the time of performance of the Services. The Commission will look solely to the Architect for any and all liabilities that may arise from any error or omission present in the construction documents for the Project. The Architect shall create a narrative-based work product containing sufficient detail to document existing conditions. This product shall include but not be limited to information provided by landscape, structural, mechanical, electrical, plumbing, fire protection engineers, as necessary. The following steps will be necessary in order to provide this deliverable:

1. Procure and manage a professional, licensed Land Surveyor. Assemble and review all boundary survey documentation as necessary to define the scope of work.
2. Procure and manage a licensed Environmental Soils Management and licensed Environmental Renovation /Demolition Consultant(s). Assemble and manage a comprehensive environmental assessment limited to the extent necessary to define and design the scope of work.
3. Site visits and review of as-built drawings.
4. Detailed review of conceptual estimate.
5. Detailed review of concept design and its compatibility with the existing conditions.
6. Building assessments including, but not limited to architectural, landscape, structural, mechanical, electrical, plumbing, life safety and civil disciplines.

- a) Comprehensive exterior envelope assessment limited to extent necessary to define and design exterior envelope scope of work at the location of the Project and tandem with interior renovations.
  - b) Comprehensive interior conditions assessment limited to the extent necessary to define interior scope of work for interior renovations and interior renovations associated with building systems tie-ins. Comprehensive building systems assessment necessary to define MEP renovations/upgrades, and scope of work in tandem with the Project.
  - c) Comprehensive assessment of all roof drains and sanitary waste lines to the extent necessary to define and design the interior and exterior renovations/upgrades and scope of work related to the existing plumbing systems. Assessment should include, at minimum, rodding with the possibility of televising.
7. Meeting with User Agency representatives.
  8. Meetings with City Agencies as necessary, including but not limited to Bureau of Fire Prevention, MOPD, Department of Water Management, Chicago Department of Transportations, Landmarks, DPD and others including but not limited to the purpose of identifying key conceptual design elements and design strategies.

## **B. Schematic Design Phase**

During the Schematic Design Phase, the Architect shall provide the following Services:

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).
2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.
3. Architect will prepare narratives, plans, elevations and other drawings and outline specifications necessary to illustrate the scope, phasing, and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. Review the Schematic Design Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Schematic Design Documents as required to align with the Estimate of Probable Construction Costs with the Construction Budget for the Project.
6. Facilitate and document a sustainable design charrette and follow up sessions with all sub consultants and such other participants as directed by the Authorized Commission Representative. The purpose of the charrette is to confirm that the Project's target sustainability or LEED Certification rating to be determined is achievable and to develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible.
7. If the project is determined to seek LEED certification, register the project as a LEED project under the current version of LEED with the Green Building Certification Institute (GBCI).
8. Prepare documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.
9. Prepare documents necessary to illustrate any required amendments to the public right of way.
10. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, and Office of Emergency Management and Communications.

11. Conduct and prepare a code analysis package, including, but not limited to, the following components:
  - a) Occupancy classification
  - b) Construction type
  - c) Occupant load by area and floor
  - d) Travel distances
  - e) Accessibility
  - f) Exit types, units and widths
  - g) Plumbing fixture counts
  - h) Loading berths and parking requirements
  - i) Fire resistance requirements

### **C. Design Development Phase**

During the Design Development Phase, the Architect shall provide the following Services:

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).
2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.
3. Architect will collaborate in analysis and will prepare conceptual documentation such as narratives, drawings and specification detail necessary to illustrate alternative design development strategies under consideration by the Commission, and the Using Agency. These alternative strategies will be forward progression analysis of key decisions made in concept design and may include but are not limited to: alternative structural detailing; alternative design applications of base line building systems, sustainable systems and storm water management systems; materials; equipment; and constructability considerations.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. Preparation of documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.
6. Preparation of documents necessary to illustrate any required amendments to the public right of way.
7. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Department of Water Management, and Office of Emergency Management and Communications.
8. Conduct and prepare a code analysis package, including, but not limited to, the following components:
  - a) Occupancy classification
  - b) Construction type
  - c) Occupant load by area and floor
  - d) Travel distances
  - e) Accessibility
  - f) Exit types, units and widths
  - g) Plumbing fixture counts
  - h) Loading berths and parking requirements
  - i) Fire resistance requirements
9. A log of material deviations from the Concept Design must be demonstrated in a final Design Development Package by the Architect and approved, in writing, by the Authorized Commission Representative.

10. Using a complete set of Design Development Documents, reflecting all improvements described for the Project, in the development of the Estimate of Probable Construction Cost.
11. Provide a Sustainable Design / LEED update, with a detailed narrative correlating goals and strategies established in the sustainability charrette with strategies currently included in the project. Review all VE options with respect to their impact on sustainability goals.
12. Review the Design Development Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required aligning with the Estimate of Probable Construction Costs with the Construction Budget for the Project.
13. Prepare a Design Development phase presentation to the Commission. Presentation to be made as directed in writing by the Authorized Commission Representative. Presentation shall include a colored Site Development Plan, Colored Floor Plans, Colored Elevations and a minimum of two Perspective Renderings.
14. Immediately upon the Authorized Commission Representative's review, written responses to review and written approval of the deliverables of the Design Development phase, begin the next phase on the updated and approved schedule.
15. Post all Design Documents of this subsection into the System, as defined.

#### **D. Construction Documents Phase**

During the Construction Documents phase, the Architect shall provide the following Services:

1. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews will be performed at 60%, and 90% on the dates listed in Project Schedule, including architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail construction industry standard elements required for the architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment, site work, and sustainability strategies and requirements. At the completion of every milestone, provide the Commission with editable electronic drawing files in the most current version of AutoCAD as well as multiple hard copies at the direction of the Authorized Commission Representative.
2. At a minimum, the Architect must prepare a combination of elevation and plan detail sections in areas where large services and/or a significant concentration of smaller services share adjacent space. As part of the 60% Design Review, the Architect will propose for the Commission's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:
  - a) Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the existing or designed ceiling height and the bottom of any new or existing structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
  - b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of existing or new slabs. Any limitations on embedded services will be noted on the construction documents.
  - c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
  - d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed and existing spaces and layout. Checks will be made for door swings, as well as, equipment

- accessibility into and within the room.
- e) Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
3. The Architect will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
  4. The Architect will prepare documents that confirm that water supply, drainage, condensate lines, and vents for each required device, fixture, and piece of equipment are included in the design.
  5. The Architect will be responsible for the overall coordination review. As each coordination document is completed, the Architect will review and resolve significant conflicts. The Architect must resolve all known conflicts prior to issuing the bid documents. Any items where the Architect recommends leaving coordination to the construction contractor must be specifically reviewed by the Architect with the Commission's design review team.
  6. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample Inspection and Testing Plan for use of the Architect. The Inspection and Testing Plan must provide for:
    - a) Verification of responsibilities for providing inspections, tests and certificates.
    - b) Scope of services for the testing and inspection services.
    - c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
  7. The Architect shall coordinate their scope with the Environmental Soils Management and Environmental Renovation /Demolition Consultant(s) in the development of the environmental bid documents and specifications. Scope coordination shall include but not be limited to the architectural, demolition, plumbing, mechanical, electrical sub-consultants. The environmental documents prepared under the supervision of the Architect's environmental consultants for the proper management of environmental soils, Asbestos Containing Material (ACM) Lead Based Paint (LBP) abatement/mitigation, and management/disposal of Hazardous Materials and Universal Waste shall be included as part of the construction document milestone submittals and bidding documents.
  8. Conduct and prepare a code analysis package, including, but not limited to, the following components:
    - a) Occupancy classification
    - b) Construction type
    - c) Occupant load by area and floor
    - d) Travel distances
    - e) Accessibility
    - f) Exit types, units and widths
    - g) Plumbing fixture counts
    - h) Loading berths and parking requirements
    - i) Fire resistance requirements
  9. Prepare 60%, and 90% Construction Documents including modifications and revisions as approved by written direction of the Authorized Commission Representative. Construction Document Deliverables for each milestone 60% and 90% include:
    - a) Certification of Compliance with Commission's Design Checklist
    - b) Design Guidelines and Standards Deviation Log



- c) Request for Clarification (RFC) Log
  - d) Request for Design Change (RFDC) Log
  - e) Issue updated Submittal and Closeout Matrix
    - (1) The Submittal Matrix shall be a list of submittals required during the Construction Phase of the project.
    - (2) The Closeout Matrix shall be a list of submittals required once Construction is complete and prior to Final Acceptance.
  - f) Site Preparation Construction Documents (including specifications)
  - g) Building Construction Documents (including specifications)
  - h) Sustainable Design Goals and LEED documentation, to include a matrix with detailed narrative describing project- specific strategies integrated into the design to achieve sustainability goals and/or LEED credits that were targeted in the sustainability charrette, as shown in the Commission's Design Management Manual:
  - i) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project. Energy Simulation Modeling using modeling software acceptable to LEED and for building code. This may include DOE2 based Energy Modeling Software. Use energy model as a design tool and provide model results to demonstrate achievability of energy efficiency goals. Model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Commission. An updated model must be provided with each project milestone. Updated Storm water Analysis and Management Proposal.
  - j) Compilation of issued meeting minutes
  - k) Issuance of updated zoning analysis package and required rezoning documentation as required
  - l) Issuance of updated code analysis package
  - m) Issuance of updated MEP coordination documentation
  - n) Issuance of and coordination with Site Environmental and Environmental Demolition and Renovation drawings prepared by the Commissions Consultant
  - o) Issuance of milestone packages for review
10. Using a complete set of 60% and 90% Construction Documents, reflecting all improvements described for the Project, assist the Commission's independent cost consultant in the development of the Estimate of Probable Construction Cost and review for scope clarification and confirmation.
  11. At the completion each Construction Document phase 60% and 90%, prepare a written and oral report of the Construction Document phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.
  12. Issue hard copies of the 60% and 90% Construction Document Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Construction Document Milestone Reviews. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative.
  13. Review the 60% and 90% Construction Documents along with value engineering items, with the Authorized Commission Representative. Incorporate modifications and revisions into the Issue for Bid Documents as required aligning with the Estimate of Probable Construction Costs with the Construction Budget for the Project.
  14. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase 60% and 90%, begin the next phase on the updated and approved schedule.
  15. Prior to submission of 90% Construction Documents to the Commission, Architect shall prepare coordination documents to confirm that the various elements of the Architect's Construction Documents are sufficiently coordinated to support an accurate bid process and minimize the potential for change orders during the construction phase of the project. The Architect will resolve any known conflicts prior to issuing the Bid Set of documents. Coordination documents shall address the following, at a minimum:

- a) Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.
  - b) Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
  - c) Inconsistencies between drawings and specifications (between disciplines and within each discipline).
  - d) As required to manage discipline coordination, the Architect must prepare multi-layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the Commission's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the Commission.
16. At the completion of 90% Construction Documents, the Architect shall submit the project for permit.
- a) Permit Submittal Phase: The Architect shall enter the project into the City of Chicago E-Plan permit system, obtain an application number, administer and obtain all required documentation, and upload all required permit documents into the E-Plan Project Docs system for preliminary review. The Architect shall complete all permit submittal phase tasks on a timeline to facilitate Preliminary Approval from Department of Buildings Project Manager in accordance with the approved Commission schedule. For green permit submissions, the permit package shall include:
    - (1) LEED registration information.
    - (2) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit.
    - (3) Current 90% Construction Drawings and Specifications
    - (4) Energy Simulation Modeling.
  - b) Permit Review Phase: Architect shall monitor the progress of permit reviews and report on a weekly basis the status of reviews to the Authorized Commission Representative. At the conclusion of the first round of all reviews, the Architect shall respond to all permit comments and upload all required permit document corrections into the E-Plan Project Docs system for second review within a reasonable time (not to exceed 15 days) or in accordance with the Commission's approved schedule. The Architect shall complete all permit review activities on a timeline to facilitate permit approval in accordance with the Commission's approved schedule.
  - c) Permit Initiation Phase: Upon receipt of all Contractor permit documentation, upload all documents into the E-Plan Project Docs system for permit issuance.
17. If requested, attend the Commission's internal Bid Package Review Conference where the Commission will verify that the construction documents, including the coordination documents, prepared by the Architect are ready to issue for bids.
18. Commission's Performance Evaluation of Construction Documents: The Commission will review the Architect's performance in providing Construction Documents after the project has been bid. If requested by the Commission the Architect will be required to attend a meeting to discuss its performance review.

## **E. Bidding Phase**

During the Bidding Phase, the Architect shall provide the following Services:

1. Assemble and review all Bid Documents required, including, but not limited to all drawings, and technical specifications, Commissioning Agent Design Intent and Commissioning Plan.
2. Attend a Pre-Bid Meeting and present the project at the Technical Review Meeting. The purpose of the meeting is to present the project in detail and respond to questions from prospective bidders.
3. Respond and documents Request for Information (RFI) submitted by the contractor and provide responses within a

reasonable time.

4. Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Consider and document all written requests for product substitutions before receipt of bids.
5. Review bids and prepare an evaluation and recommendation for award relative to the Project and Construction Budget. Assist in finalizing the agreement(s) with the contractor(s) to construct the Project. Attend if requested by the Commission a pre award meeting.
6. Coordinate, assemble and submit the design phase package to the LEED review Authority (GBCI).

#### **F. Construction Administration**

The Architect of Record shall be on site weekly to conduct construction administration. Time requirement shall be determined by project complexity and scope of work. During the Construction Administration Phase, the Architect shall provide the following Services:

1. Attend and participate in regularly scheduled:
  - a) Weekly Project meetings
  - b) Pre-installation meetings
  - c) Environmental Project meetings
  - d) Utility Coordination Project meetings
  - e) Monthly pay applications meetings for approval of contractor pay requests.
2. Provide field observation of the construction each week of construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. Immediately review with the Authorized Commission Representative and the Contractor any items of non-conformance observed in the field. Furnish a field observation report documenting observations, items of non-conformance and field discussions within two (2) days of the site visit. The Architect's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
3. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
4. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect must comment upon and submit to the Authorized Commission Representative Architect's responses to requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines and the Contractor's accuracy and completeness of submittals. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.
5. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the

Contract Documents.

6. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
7. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
8. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.
9. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.
10. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.
11. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.
12. During Construction administer the Project's sustainability or LEED compliance and submittal program as part of construction administration
  - a) Participate in the Sustainability or LEED Construction kickoff mtg. Agenda by the Commission. Purpose of the meeting is to outline the General Contractor (GC) responsibilities and path for all pertinent submittals and information flow throughout the project.
13. For LEED projects (this subsection may be applicable to the Project at sole discretion of the Commission):
  - a) Serve as LEED On-Line Project Administrator:
    - i. Invite GC and whomever else Commission designates to join the LEED On-Line project.
  - b) Manage LEED On-Line Design Submittal: Coordinate, assemble and submit design package to the Green Building Certification Institute (GBCI):
    - i. Assign Design Credits to consultants etc. to upload; Set reasonable timeline for each credit upload.
    - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content, for each credit package prior to submittal of the whole package to GBCI for review.
    - iii. Once all credit packages are complete and acceptable, submit to GBCI through LEED On-line for review.
    - iv. Monitor GBCI review timeline.
    - v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI. Review with appropriate commission representative where necessary.
    - vi. Once all responses acceptable, submit for GBCI re-review.
    - vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.

- c) Review/ comment/ approve GC's Sustainability / LEED Plans. Propose formats if required for Plans.
  - i. LEED AP qualifications,
  - ii. Erosion and Sedimentation Control Plan (ESCP) Plan (narrative and tracking plan)
  - iii. Waste Management Plan (narrative and tracking format - should align with requirements of Specification sections 01352 and 01524)
  - iv. Materials and Resources (MR) and Low Emitting Materials (LEM) Plans - tracking formats and narratives
  - v. Indoor Air Quality (IAQ) Plans - During Construction and Before Occupancy (Flush Out)
  
- d) Administer LEED / Sustainability requirements as part of Construction Administration (CA) Includes:
  - i. Review LEED submittals for all materials that need them. (Submittal is incomplete until LEED component is also complete.)
  - ii. AOR is to send MEP submittals to the Commissioning Authority (CxA); AOR's MEP consultant is to triage / review comments from CxA so only one set of comments is returned to the GC. Inform PBC if there is conflicting thinking and Owner input is required.
  - iii. Review monthly Sustainability reports from GC and all backup for adequacy and completeness, and alignment with pace and submittals reported in overall submittal log.
  - iv. Have Mechanical engineer calculate or check calculations for flush-out for IAQ plan
  - v. Attend monthly Sustainability meetings to review monthly report content and discuss problems or concerns.
  - vi. Identify violations of IAQ management Plans during site walkthroughs. Understand content of GC's Plans and LEED credit intent.
  - vii. Keep tabs on Commissioning (Cx) process - make sure MEP consultants are engaged in / informed about the pace of the process, and any issues encountered.
  
- e) Manage LEED On-Line Construction Submittal: Coordinate, assemble and submit package to GBCI:
  - i. Assign Construction Credits; Set reasonable timeline for each credit upload.
  - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package (does it address LEED credit requirements adequately) prior to submittal of the whole package to GBCI for review.
  - iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
  - iv. Monitor GBCI review timeline
  - v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
  - vi. Once all responses are acceptable, submit for GBCI re-review.
  - vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.
  
- f) Serve as project LEED Administrator throughout construction and closeout as required until LEED Certification is received.
  
- g) Review the Work to establish preliminary acceptance of the Project.
  
- h) Any/all LEED Project requirements are subject to change as required by the Commission in order to comply with the current USGBC Submittal and Program requirements.

## **G. Close Out Phase**

During the Project Close out Phase, the Architect shall provide the following Services:

- a. Attend and participate in regularly scheduled weekly closeout meetings
- b. Conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract

documents.

- c. The AOR is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review punch list items identified in the Contractor prepared initial punch list. The AOR will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
- d. Oversee the Contractor's efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
- e. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. The Architect shall, accordingly, oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record, "as-built" drawings and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.
- f. Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
- g. Post Construction Review. The Commission will review Architect's performance in providing services during construction after the project punch list is complete. The Architect will be required to attend a meeting to discuss the performance review.
- h. Project Close-out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project.
- i. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.
- j. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.

#### **IV. Part IV – Additional Responsibilities and Representations within the Architect's Base Scope of Services**

The Architect shall provide the following Services:

- A. For all parts and phases of the project, if the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission and consistent process set forth in Schedule A. In the event that the Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the Commission-Provided Information, the Commission will consider a request for additional compensation in accordance with Article VII, Section 7.01.
- B. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.
  - 1. Specifications will follow performance criteria outline format.
  - 2. Specifications will identify acceptable manufacturers.
  - 3. No proprietary specifications will be permitted without written authorization from the Authorized Commission

Representative.

4. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
- C. At all phases of this Project are required to be designed to achieve sustainability goals or a minimum LEED certification level as the Commission may designate; the requirements for the LEED rating designated by the Commission are set forth in the US Green Building Council LEED Reference Guide. LEED requirements are to be fully integrated into the bid documents, including drawings and specifications, and are included in the scope of the Architect's responsibilities with respect to contract administration. The Architect to provide LEED registration, including fees for Design/Construction reviews along with final Plaque to Owner.
  - D. At all phases of the project the Architect shall review the Environmental and Geotechnical Consultant's findings, and fully coordinate the Construction Documents. The Architect shall include the Environmental and Geotechnical Consultant's documentation in the Construction Documents at each milestone and Issue for Bid Documents.
  - E. At all phases of the project facilitate and document the value engineering process. Evaluate proposed building systems as to quality, first cost and life cycle cost, impact on energy efficiency, sustainability goals / LEED certification, constructability, and material/product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.
  - F. Develop a furniture, fixture and equipment (FFE) plan to locate electronic devices, including power, data, communications, security and life safety equipment. Provide selection of FFE for the Project inclusive of selection, development of bid specifications and plans and administration of the project through the FFE installation.
  - G. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels or public art).
  - H. The Architect will provide expertise in vertical transportation design of new or existing construction, initial and final submittal review of shop drawings, construction phase meetings and on-site final acceptance for compliance with specs and submittals, all in coordination with the User Agency specifications for the scope of work.
  - I. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, permits, licenses, fees, or other approvals, as applicable that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project. Provide permit expediter services with due diligence on research for requirements, timeframes and approvals needed for the submittal process. Include meetings and monitoring for corrections and tracking of documentation. Identify which permit phases of work are deemed applicable to the project (ie. OUC, Foundations, Vertical building, DWM, etc).
  - J. Oversee the Contractor's procurement and assembly of all required permits, licenses, and certificates from the contractor and arrange delivery of same to the Commission. Provide reimbursable services for permit expediter.
  - K. The Architect will be responsible for assisting the Commission with any documentation and coordination necessary to facilitate amendments to the public right of way.
  - L. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:



1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Utility Coordinator. The Architect will assist the Utility Coordinator as necessary.
  2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
  3. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
  4. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  5. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  6. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  7. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  8. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
  9. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
  10. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
  11. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
  12. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
- M. The Architect shall participate and document all "lessons learned" throughout the design and construction phases of the Project. The intent of this exercise is to conduct a comprehensive design review, thereby documenting ways in which the prototype design may be improved during this and future implementations of the prototype design.
- N. If the Architect takes any photographs of the Project for any purpose, Architect shall provide a complete set of such photographs, in negative or digital format, to the Commission.
- O. The Architect shall participate in weekly meetings, provide an agenda for each meeting responsible for creating and distributing timely, complete meeting minutes.
- P. Immediately notify the Authorized Commission Representative in writing if it appears that the Architect's fees for the project will be exceeded or if a request from the Authorized Commission Representative warrants a fee for an additional service. Any delays by the Architect to notify the Authorized Commission Representative may waive the Architect's right to additional costs.

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**SCHEDULE B  
COMPENSATION OF THE ARCHITECT**

**I. ARCHITECT'S COMPENSATION**

The Commission shall, subject to the prior written authorization of the Executive Director, pay the Architect for the satisfactory performance of the Services in accordance with the terms of Task Order Service Proposals requested by the Commission. Proposals may be on the basis of: 1) Fee plus limited Reimbursables ("Proposal Basis"); 2) Hourly Rates (Not-to-Exceed) plus limited Reimbursables ("Hourly Rate Basis"); or 3) other composition as agreed by the Commission and the Architect.

**II. BILLING RATES**

The following billing rates shall be in effect for the duration of this agreement. For tasks performed on an Hourly Rate basis, Commission will pay Architect for Services performed in accordance with the following agreed upon billing rates:

**2018-2022 Standard Billing Rates**

SCHEDULE B - Compensation of the Architect Rate Sheet (Fully Loaded Rates)					
Classification/Title <small>Additional Classifications/Titles are subject to Commission Approval</small>	2018	2019	2020	2021	2022
Project Executive/Principal in Charge	\$ 250	\$ 260	\$ 268	\$ 276	\$ 284
Senior Project Manager	\$ 175 - \$ 200	\$ 182 - \$ 208	\$ 187 - \$ 214	\$ 193 - \$ 221	\$ 199 - \$ 227
Project Manager	\$ 150 - \$ 175	\$ 156 - \$ 182	\$ 161 - \$ 187	\$ 166 - \$ 193	\$ 170 - \$ 199
Architect	\$ 150 - \$ 160	\$ 156 - \$ 166	\$ 161 - \$ 171	\$ 166 - \$ 177	\$ 170 - \$ 182
Project Architect	\$ 125 - \$ 150	\$ 130 - \$ 156	\$ 134 - \$ 161	\$ 138 - \$ 166	\$ 142 - \$ 170
Architectural Designer	\$ 105 - \$ 120	\$ 109 - \$ 125	\$ 112 - \$ 129	\$ 116 - \$ 132	\$ 119 - \$ 136
Associate Project Manager/Architect	\$ 120 - \$ 135	\$ 125 - \$ 140	\$ 129 - \$ 145	\$ 132 - \$ 149	\$ 136 - \$ 153
Assistant Project Manager/Architect	\$ 115 - \$ 125	\$ 120 - \$ 130	\$ 123 - \$ 134	\$ 127 - \$ 138	\$ 131 - \$ 142
Technical Architect	\$ 100 - \$ 120	\$ 104 - \$ 125	\$ 107 - \$ 129	\$ 110 - \$ 132	\$ 114 - \$ 136
Drafting/CAD operator	\$ 95 - \$ 100	\$ 99 - \$ 104	\$ 102 - \$ 107	\$ 105 - \$ 110	\$ 108 - \$ 114
Interior Designer	\$ 100 - \$ 120	\$ 104 - \$ 125	\$ 107 - \$ 129	\$ 110 - \$ 132	\$ 114 - \$ 136
Urban Designer	\$ 100 - \$ 120	\$ 104 - \$ 125	\$ 107 - \$ 129	\$ 110 - \$ 132	\$ 114 - \$ 136
Engineer - Civil	\$ 140 - \$ 160	\$ 146 - \$ 166	\$ 150 - \$ 171	\$ 154 - \$ 177	\$ 159 - \$ 182
Engineer - Mechanical	\$ 135 - \$ 160	\$ 140 - \$ 166	\$ 145 - \$ 171	\$ 149 - \$ 177	\$ 153 - \$ 182
Engineer - Structural	\$ 135 - \$ 165	\$ 140 - \$ 172	\$ 145 - \$ 177	\$ 149 - \$ 182	\$ 153 - \$ 188
Engineer - Plumbing/Fire Protection	\$ 135 - \$ 160	\$ 140 - \$ 166	\$ 145 - \$ 171	\$ 149 - \$ 177	\$ 153 - \$ 182
Engineer - Electrical	\$ 135 - \$ 160	\$ 140 - \$ 166	\$ 145 - \$ 171	\$ 149 - \$ 177	\$ 153 - \$ 182

Additional titles and billing rates may be added by prior written approval of the Executive Director. The above will be included in Architect's fixed fee.

**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 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. Environmental investigation, design, technical testing, abatement, and/or reports.
2. Televising drains as directed by the Commission.
3. Destructive, investigative testing as required and directed by the Commission.
4. 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.

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

The following are NOT Reimbursable Expenses:

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

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

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

#### IV. METHOD OF PAYMENT

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

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

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

#### V. INVOICING

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

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**SCHEDULE C  
ARCHITECT OF RECORD SERVICES  
INSURANCE REQUIREMENTS  
PS3037**

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

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

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

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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

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

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

**C.1.4. Professional Liability**

When Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Architect must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein. In the event that the subcontractor/subconsultant is performing geotechnical services, that subcontractor/subconsultant must maintain limits of not less than \$1,000,000 per occurrence subject to the same terms herein.

### **C.1.5. Property**

The Architect is responsible for all loss or damage to Commission, Board of Education of the City of Chicago, 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.

### **C.1.6. Valuable Papers**

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

### **C.1.7 Pollution Liability**

Pollution coverage is required with limits of not less than \$1,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives, and others as may be required by the Public Building Commission of Chicago, as Additional Insured on a primary and non-contributory basis for on-going and completed operations.

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

## **ADDITIONAL REQUIREMENTS**

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

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

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

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Architect. All self-insurance, retentions and/or deductibles must conform to these requirements.

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

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

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

Any insurance or self-insurance programs maintained by The Public Building Commission of Chicago, the Board of Education of the City of Chicago, and/or the 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 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 Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>State Farm</b> CYNTHIA SLATER INS AGENCY INC 3280 N MILWAUKEE AVE CHICAGO IL 60618	<b>CONTACT NAME:</b> CYNTHIA SLATER <b>PHONE (A/C No. Ext):</b> 773-777-9497 <b>FAX (A/C No.):</b> 773-777-9670 <b>E-MAIL ADDRESS:</b> cynthia.slater.mkan@statefarm.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	93-CU-H028-8	05/22/2018	05/22/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N/A		93-C9-C870-9	05/22/2018	05/22/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	93-G1-T925-4	05/22/2018	05/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Public Building Commission of Chicago, the Board of Education of the City of Chicago, and City of Chicago, and each of their respective Board Member, Employees, Elected Officials, Officers or Representatives are included as additional insureds per blanket endorsement as respect GL/Auto, subject to written contract requiring same. GL is primary & non-contributory. Waiver of subrogation applies GL.

### CERTIFICATE HOLDER CANCELLATION

Public Building Commission Procurement Department, Richard J. Daley Center, <b>APPROVED</b> Room 200 <b>JLB</b> Chicago IL 60602 1/29/2019	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nalleli Salgado SSA for Cynthia Slater</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  WILLIS OF ILLINOIS, INC. 233 S WACKER DR, SUITE 2000 CHICAGO IL 60606	CONTACT NAME:		
	PHONE (A/C, No, Ext): (888) 780-5381	FAX (A/C, No): (866) 828-2424	
	E-MAIL ADDRESS: Certificate@Hanover.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hanover Insurance Co		22292
	INSURER B: Citizens Ins Co of America		31534
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	OHC 9444430 06	03/31/2018	03/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	OHC 9444430 06	03/31/2018	03/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	OHC 9444430 06	03/31/2018	03/31/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WBC 9444569 07	03/31/2018	03/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Architects & Engineers Prof Liab	N	N	LHC 9086213 08	03/31/2018	03/31/2019		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives are Additional Insured on General Liability pursuant to the terms and conditions of form: 391-1586 (General Liability Supplementary Endorsement). Excess/Umbrella to follow form over the general liability, auto, and employers liability policies. Additional Insured is Primary and Noncontributory on General Liability to the extent provided by form: 391-1003 (page 79 of 81). Waiver of Subrogation as provided by endorsement forms: WC000313, and 391-1003 (page 80 of 81; Section III, K) Cancellation notice will be provided to the Certificate Holder pursuant to endorsements: 401-1235, 331-0342 and 910-0296. Such notice is solely for the purpose of informing the Certificate Holder of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

**CERTIFICATE HOLDER****CANCELLATION**

PUBLIC BUILDING COMMISSION OF CHICAGO RICHARD J DALEY CENTER SUITE 200 CHICAGO ILLINOIS 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

### SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
PUBLIC BUILDING COMMISSION OF CHICAGO	RICHARD J. DALEY CENTER, SUITE 200 CHICAGO, ILLINOIS 60602	30

*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.*

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/29/2019  
Insured HARDING PARTNERS INC

Policy No. WBC 9444569 07  
Insurance Company Citizens Ins Co of America

Endorsement No.

Countersigned By \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
- COMMERCIAL PROPERTY COVERAGE PART
- BUSINESS AUTO COVERAGE FORM
- BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
PUBLIC BUILDING COMMISSION OF CHICAGO	RICHARD J. DALEY CENTER, SUITE 200 CHICAGO, ILLINOIS 60602	30

*(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)*

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

## **NOTICE OF CANCELLATION OR NON-RENEWAL TO DESIGNATED ENTITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

Named Insured: HARDING PARTNERS INC  
Issued by The Hanover Insurance Company

Policy Number: LHC 9086213 08

This endorsement, effective 12:01 A.M. 01/29/2019 modifies the following:

If we cancel or non-renew this **policy**, we will provide 30 days, except 10 days for non-payment of premium, written notice of such termination or cancellation to the following:

**PUBLIC BUILDING COMMISSION OF CHICAGO  
RICHARD J. DALEY CENTER, SUITE 200  
CHICAGO, ILLINOIS 60602**

**Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy other than as above stated.**

In the event cancellation or non-renewal is initiated by the **named insured**, we have no duty to provide such notice.

All other terms and conditions remain unchanged.



1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

#### G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

#### H. Other Insurance

##### 1. SECTION I - PROPERTY

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY**.

##### 2. SECTION II - LIABILITY

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

###### a. Primary Insurance

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

- (1) For the sole negligence of the Additional Insured; or
- (2) When the Additional Insured is an Additional Insured under another liability policy.

###### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

**e. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

**I. Premiums**

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
  - a. Paid to us prior to the anniversary date; and
  - b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

**J. Premium Audit**

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

**K. Transfer of Rights of Recovery Against Others to Us**

1. Applicable to **SECTION I - PROPERTY Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

**2. Applicable to SECTION II - LIABILITY Coverage:**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

**L. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

**e. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

**I. Premiums**

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

**J. Premium Audit**

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

**K. Transfer of Rights of Recovery Against Others to Us**

1. Applicable to **SECTION I - PROPERTY Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:



- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

**L. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

#### A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

#### Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" only if this Coverage Part provides such coverage.
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal

injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

- (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

**B. Aggregate Limits of Insurance per Project or per Location**

The following changes are made to **SECTION II - LIABILITY:**

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is

added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions:**

1. "Your project" means:
  - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
  - b. Does not include any "location" listed in the Declarations.
2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET PER WRITTEN CONTRACT OR AGREEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

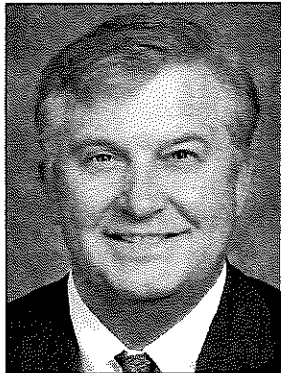
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No.	Endorsement No. Premium
Insurance Company	Countersigned by _____	

## **SCHEDULE D - KEY PERSONNEL**

***KEY PERSONNEL RESUMES FOLLOW***

**Paul A. Harding, FAIA**  
**Harding Mode**  
**Project Executive**



**Education**

University of Pennsylvania  
 Master of Architecture,  
 1983

University of Venice Institute  
 of Architecture,  
 Venice, Italy, 1983

Ball State University  
 Bachelor of  
 Architecture, 1975

Professional Registration  
 Architecture:  
 IL, IN, WI, MI, CA, NH, FL  
 NCARB

Professional Affiliations:  
 College of Fellows,  
 American Institute of  
 Architects

Interfaith Forum  
 on Religion, Art and  
 Architecture

Frank Lloyd Wright Building  
 Conservancy

United States Green  
 Building Council

**Profile**

As the Founding Partner of Harding Partners, Paul has made significant contributions to the built environment for over 35 years. His work has received 69 national, regional, and local design awards including 25 from the American Institute of Architects. In recognition of his work Paul was elected to the College of Fellows of the American Institute of Architects. His election citation reads, "A designer who has significantly advanced the character and quality of religious buildings, he serves a culturally diverse clientele, often with limited funds, to create spaces that celebrate the uniqueness of each client and project". Paul will be the Design Principal and Quality Control Leader for the Public Building Commission of Chicago.

**Experience**

Harding Partners, 1985-Present

Murphy/Jahn, 1982, 1983-85

Skidmore, Owings & Merrill, 1979-82

James Associates, 1975-79

**Selected Projects**

School Investment Program, Public Building Commission of Chicago, 2013, Chicago, Illinois  
 Salvation Army College for Officer Training, Murnford Residence Hall and Renovation, LEED Silver, 2009, Chicago, Illinois  
 Salvation Army College for Officer Training, Campus Master Plan, 2012, Chicago, Illinois  
 Salvation Army College for Officer Training, Campus Playground, 2012, Chicago, Illinois  
 Salvation Army College for Officer Training, Chiller Plant, 2010, Chicago, Illinois

Salvation Army College for Officer Training, Masonry Wall Restoration, 2011, Chicago, Illinois  
 Education and Office Wing, DuPage AME Church, 2011, Lisle, Illinois  
 Marquette Elementary School Renovation, Chicago Public Schools, 2012 Chicago, Illinois  
 LaSalle Language Academy, 2009, Chicago, Illinois  
 Chicago International Academy, 2009, Chicago, Illinois  
 New Trier High School Renovation, Winnetka, Illinois  
 Chicago Tabernacle Church, 2012, Chicago, Illinois  
 St. Gertrude Parish Master Plan 2012, Chicago, Illinois  
 New Faith Baptist Church International, 2012 Matteson, Illinois  
 Oak Park & River Forest Day Nursery, 2008, River Forest, Illinois  
 Adams Central Elementary School, 2003, Monroe, Indiana  
 Downers Grove Christian School, 2003, Downers Grove, Illinois  
 Byrd Community Academy Elementary School, 2002, Chicago, Illinois  
 Byrne Elementary School, 1999, Chicago, Illinois  
 Stephen F. Gale Academy 1998, Chicago, Illinois  
 Hamline Elementary School, 1996 Chicago, Illinois  
 Fulton Elementary School, 1995, Chicago, Illinois  
 Armstrong, Corkery, Clark and Onahan Elementary Schools, 1994, Chicago, Illinois  
 Chicago Housing Authority, Lathrop Elderly Apartments Renovations, 2008, Chicago, Illinois  
 Chicago Housing Authority, Loomis Court Family Housing Renovations, 2008, Chicago, Illinois

**Jung James Mo  
Harding Mode  
President**



**Profile**

J. James Mo extends his knowledge of building technology beyond the pages of drawings. Through utilization of his analytical and problem solving skills, James recognizes that a synergetic effort is vitally important to the successful completion of a project, especially during the construction phase. Therefore, he continually focuses on improving relationships and services while maintaining the project's design integrity. Mr. J. James Mo AIA is a registered architect and LEED accredited professional. He began his career in 1996 and brings with him extensive experience in all aspects of architectural design and construction and has personally overseen numerous projects from conception to close-out.

**Education**

University of Illinois at  
Urbana-Champaign  
Masters of Architecture

University of Illinois at  
Urbana-Champaign  
Masters of Science in  
Civil Engineering -  
Construction  
Management

University of Illinois at  
Chicago  
Bachelor of  
Architecture in Design

Professional Registration  
Architecture; IL

LEED Accredited  
Professional; US GBC

**Experience**

MoDE Architects, P.C.  
2005 - Present

STL Architects, Inc.,  
2003 - 2005

Ross Barney + Jankowski, Inc.,  
2001 - 2003

Perkins & Will,  
2001

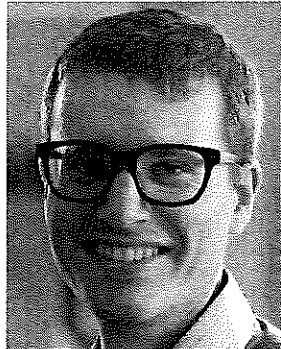
Legat Architects,  
1998 - 2001

**Selected Projects**

University of Illinois at Urbana-Champaign,  
Football Performance Center  
Chicago, Illinois  
IDOT Kennedy Expressway Maintenance  
Office Renovation and New Salt  
Storage,  
Chicago, Illinois  
Sor Juana Del la Cruz Elementary School,  
Chicago, Illinois  
Aspira Business and Finance High School  
Chicago, Illinois

Chicago Park District – Various Parks-  
Masonry, Concrete, and Structural  
Repairs,  
Chicago, Illinois  
Public Building Commission, CPS Summer  
Improvement Program  
Chicago, Illinois  
Metropolitan Asian Family Services,  
Schaumburg, Illinois  
CPS Lathrop School Renovation  
Chicago, Illinois  
Southside Occupational Academy, Hale  
Elementary  
Chicago, Illinois  
Sullivan High School  
Chicago, Illinois  
Chicago Vocational Career Academy  
Chicago, Illinois  
Aspira Early College  
Chicago, Illinois  
Helge A. Haugan Middle School,  
Chicago, Illinois  
University of Illinois at Chicago South  
Campus, Family Medicine and Pharmacy  
Tenant Build-Out  
Chicago, Illinois  
Robert Morris College: Orland Park Campus  
Technology Center,  
Chicago, Illinois

**Michael McAtee**  
**Harding Mode Project**  
**Manager**



**Profile**

Mr. Michael McAtee is a licensed architect with diverse range of project experience ranging from master planning a college campus to site furniture design. His varied experience coupled with recognized design talent and technical expertise has enabled Michael to excel at every architectural challenge. Mr. McAtee is highly familiar with all building codes and ADA accessibility design standards, and has a proven track record as both a project architect and project manager.

**Experience**

- MoDE Architects, P.C.,  
2011 - Present
- Windhorst Gorski Architects,  
2006 - 2010
- Cordogan Clark and Associates,  
2001 - 2006
- JL Bender Architects,  
1996 - 2000

**Selected Projects**

- University of Illinois at Urbana-Champaign,  
Football Performance Center  
Chicago, Illinois
- IDOT Kennedy Expressway Maintenance  
Office Renovation and New Salt  
Storage,  
Chicago, Illinois
- Sor Juana Del la Cruz Elementary School,  
Chicago, Illinois
- Aspira Business and Finance High School  
Chicago, Illinois
- CPS Amundsen High School Renovation,  
Chicago, Illinois
- CPS Ames School Renovation,  
Chicago, Illinois
- Public Building Commission, CPS Summer  
Improvement Program  
Chicago, Illinois

- Chicago Park District – Various Parks-  
Masonry, Concrete, and Structural  
Repairs,  
Chicago, Illinois
- Miguel Del Valle Community Youth Center  
Chicago, Illinois
- CPS Lathrop School Renovation  
Chicago, Illinois
- Metropolitan Asian Family Services,  
Schaumburg, Illinois
- Beverly Station  
Chicago, Illinois
- Aurora University Institute for  
Collaboration  
Aurora, Illinois
- Illinois State Toll Highway Authority  
Oasis  
Chicagoland
- Aurora University and Waubensee Community  
College Master Planning  
Aurora, Illinois
- University of Chicago, Hinds Laboratory ADA  
Entrance,  
Chicago, Illinois
- East Aurora School District, Hermes  
Elementary School Additions,  
Aurora, Illinois

Education  
 Syracuse University  
 Bachelor of  
 Architecture

Professional Registration  
 Architecture: IL



**Lulwah Alzaid  
Harding Mode  
Associate Architect**



**Profile**

Ms. Lulwah Alzaid is an associate architect with a diverse range of design experience ranging from single family homes to master planning urban environments. Her varied experience coupled with recognized design talent and technical expertise has enabled Lulwah to excel at every architectural challenge.

**Experience**

MoDE Architects, P.C.  
2013 - Present

Urban Lab | Architecture | Urban Design  
2011 - 2012

**Education**

University of Illinois at  
Chicago,  
Masters of Architecture

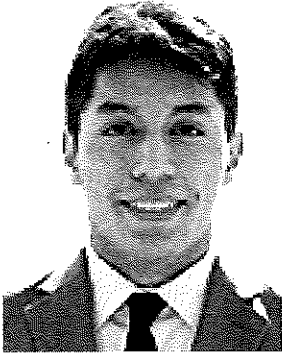
The School of the Art  
Institute of Chicago,  
Master of Fine Arts,  
Painting and Drawing

University of Chicago  
Bachelor of Arts

**Selected Projects**

Burnham Elementary School and Edward  
Coles Elementary School  
Chicago, Illinois  
IDOT Kennedy Expressway Maintenance  
Office Renovation and New Salt  
Storage,  
Chicago, Illinois  
McKinley Park House Renovation  
Chicago, Illinois  
Aspira Business and Finance High School  
Chicago, Illinois  
CPS Amundsen High School Renovation  
Chicago, Illinois  
CPS Ames School Renovation  
Chicago, Illinois  
Metropolitan Asian Family Services,  
Schaumburg, Illinois  
Public Building Commission, CPS Summer  
Improvement Program,  
Chicago, Illinois  
Chicago Park District – Various Parks-  
Masonry, Concrete, and Structural  
Repairs,  
Chicago, Illinois  
13th International Architecture Exhibition,  
Venice, Italy  
MOMA PS1 Young Architects Program  
New York, New York  
Navy Pier Redesign Competition  
Chicago, Illinois

**Andres Cueva  
Harding Mode  
Project Architect**



**Education**

University of Illinois at  
Urbana-Champaign  
Bachelors of Science in  
Architecture

University of California,  
Berkeley,  
Design and Innovation  
for Sustainable Cities  
Studio

**Profile**

Over the last two years, Andres has worked closely with Paul Harding on nationally and internationally prominent projects as a Project Architect. Andres began his career at Harding Partners as an intern while a Bachelor of Science in Architecture student at the University of Illinois at Urbana-Champaign, where he achieved a 3.8/4.0 grade point average. Andres will serve as one of the Project Architects on the Corliss High School Renovation Project. His work has been exhibited in the Exploratorium: The Museum of Science, Art and Human Perception as a part of his Architecture and Urban Design works at the University of California, Berkeley's Design and Innovation for Sustainable Cities studio course. Andres' superb computer skills are complemented by his technical knowledge developed through his professional experience on working a technically advanced university building and historic preservation projects.

**Experience**

Harding Partners Inc.,  
2017 - Present

Smith Group JJR,  
Student-Professional  
Campus Advisory Committee  
2016 - 2017

**Selected Projects**

Taif University, Campus Master Plan  
Taif, Saudi Arabia  
Taif University, College of Business  
Taif, Saudi Arabia  
Lloyd Lewis House Restorations  
Libertyville, Illinois  
Frank Lloyd Wright, Original Architect  
E. Arthur Davenport House Restoration  
2011, River Forest, Illinois;  
Frank Lloyd Wright, Original Architect  
St. Gertrude Exterior Rehabilitation  
Chicago, Illinois

Ross House Alterations

Austin, Texas  
University of Illinois at Urbana Champaign  
Campus Master Plan Update  
Advisory Committee  
Champaign, Illinois

**Kieran Healy, PE**  
**CCJM Engineers, Ltd.**  
**Mechanical Engineer**



Education  
Illinois Institute of  
Technology  
Bachelor of Science,  
Architectural  
Engineering

Professional Engineer:  
Illinois

**Profile**

Kieran Healy is responsible for designing the systems for mechanical, piping and plumbing for various building construction and retrofit projects serving government, schools, office buildings, senior housing, parks and recreation facilities. He assists our project managers by sizing and selecting equipment such as fans, air conditioners, heaters and pumps, design of low and medium pressure ductwork for mechanical processes and design and layout of heating and chilled water piping systems. Kieran also assists in the design of power, lighting, fire alarm, and domestic plumbing systems for small scale tenant build-outs by sizing and selecting equipment such as panel boards, transformers, lighting fixtures and controls, layout of visual/strobe alarms and sprinklers, and design and layout of piping for domestic plumbing fixtures and sanitary drainage systems.

**Experience**

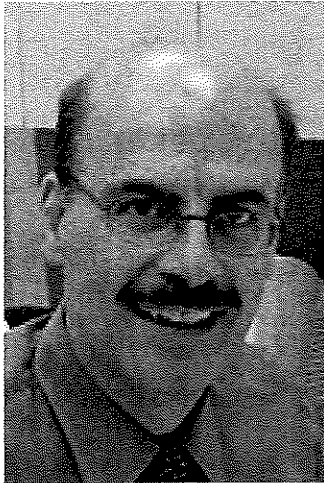
CCJM Engineers, Ltd.  
2008 - Present

**Selected Projects**

Chicago Public Schools, Design Manager  
for Capital Improvement Program  
Chicago, Illinois  
Chicago Public Schools, Schools  
Investment Assessment and Upgrade  
Program  
Chicago, Illinois  
Chicago Public School, Federico Lorca  
Elementary  
Chicago, Illinois  
Chicago Public School, Mariano Azuela  
Elementary School  
Chicago, Illinois  
Chicago Public School, Marquette  
Elementary School,  
Chicago, Illinois  
Chicago Public School, Henderson  
Elementary School  
Chicago, Illinois

Chicago Public School, Stockton and Piccolo  
Elementary School  
Chicago, Illinois  
Chicago Public School, Colin Powell Middle  
School, HVAC Investigation,  
Chicago, Illinois  
Chicago Public Schools, Collins High School  
Renovation  
Chicago, Illinois  
CPS Lathrop School Renovation  
Chicago, Illinois  
Bennett Day School Renovation,  
Chicago, Illinois  
British School of Chicago,  
Chicago, Illinois  
Wilbur Wright College, Science Building  
Laboratory Renovation  
Chicago, Illinois  
IIT Engineering 1 Building Remodel  
Chicago, Illinois  
University of Illinois Facility Condition  
Assessments  
Urbana, Illinois

**Paul Ghassan, PE**  
**CCJM Engineers, Ltd.**  
**Principal Engineer**



Education  
University of Illinois  
Master of Science,  
Mechanical Engineering

School of Mines and  
Technology,  
Bachelor of Science,  
Mechanical Engineering

Professional Engineer:  
Illinois

American Society of  
Heating, Refrigeration And  
Air Conditioning Engineers  
(ASHRAE)

**Profile**

Paul Ghassan is responsible for client contact, proposals and contracts, development of mechanical and plumbing design concepts, project design management and interdisciplinary coordination. Many of his projects involve renovation and adaptive reuse requiring analysis of existing conditions and evaluations and recommendations of systems suitable to physical and operational constraints. Paul has 30 years of experience in the area of mechanical design, site inspections, energy analysis and project management for educational, commercial, institutional, governmental and communications buildings. Mechanical expertise includes energy conservation technology, system analysis, indoor air quality assessment, building automation systems, HVAC ventilation controls and delivery systems and high-efficiency filtration systems.

**Experience**

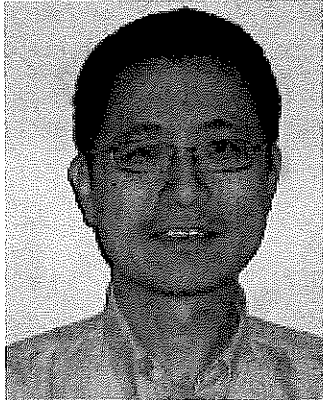
CCJM Engineers, Ltd.  
2002 - Present

**Selected Projects**

Chicago Public Schools, Design Manager  
for Capital Improvement Program  
Chicago, Illinois  
Chicago Public Schools, Schools  
Investment Assessment and Upgrade  
Program  
Chicago, Illinois  
Chicago Public School, Hamline  
Elementary School  
Chicago, Illinois  
Chicago Public School, Crown  
Elementary School  
Chicago, Illinois  
Chicago Public School, Marquette  
Elementary School,  
Chicago, Illinois  
Chicago Public School, Haugan Middle  
School  
Chicago, Illinois

Chicago Public School, Kelvyn Park  
Elementary School  
Chicago, Illinois  
Chicago Public School, Southside  
Occupational Career Academy  
Chicago, Illinois  
Chicago Public School, Lincoln Elementary  
School  
Chicago, Illinois  
Bennett Day School Renovation,  
Chicago, Illinois  
Chicago Children's Advocacy  
Center  
Chicago, Illinois  
University of Illinois at Chicago, South  
Campus Development  
Chicago, Illinois  
University of Illinois Facility Condition  
Assessments,  
Chicago, Illinois

**Wei Qian, PE, LEED AP**  
**CCJM Engineers, Ltd.**  
**Senior Mechanical Engineer**



**Profile**

Wei Qian has a strong mechanical engineering background with nearly 20 years of experience designing for HVAC, Plumbing and Fire Protection. He has worked on a wide range of renovation and new construction projects including, healthcare, institutional, higher education, K-12 schools, and commercial buildings with steadily increasing levels of responsibility. He has managed projects from start to finish and has a high degree of experience with sustainable design. Major project tasks include feasibility study, code review, schematic design, design development, cost estimating, preparing bid and construction drawings and specifications, value engineering, peer review, permit review, etc. Plumbing systems include domestic hot and cold water, domestic hot water recirculation, domestic water heaters, sanitary and vent, sewage ejectors, storm water, pumps, laboratory and acid waste and vent, compressed air, acid neutralization, irrigation systems and reverse osmosis. Fire suppression expertise includes wet-pipe, dry-pipe, deluge, preaction, gaseous and foam.

**Education**

University of Cincinnati  
 Master of Science,  
 Mechanical Engineering

Tongji University  
 Bachelor of Science,  
 Mechanical Engineering

Professional Engineer:  
 Illinois and Ohio

LEED Accredited

Registered Energy  
 Professional: Chicago

American Society of  
 Heating, Refrigeration and  
 Air Conditioning Engineers  
 (ASHRAE)

**Experience**

CCJM Engineers, Ltd.  
 2009 - Present

**Selected Projects**

- Chicago Public Schools, Design Manager for Capital Improvement Program  
 Chicago, Illinois
- Chicago Public Schools, Schools Investment Assessment and Upgrade Program  
 Chicago, Illinois
- Chicago Public School, Hamline Elementary School  
 Chicago, Illinois
- Chicago Public School, Federico Lorca Elementary School  
 Chicago, Illinois

- Chicago Public School, Henderson Elementary School  
 Chicago, Illinois
- Chicago Public School, Collins High School Renovation  
 Chicago, Illinois
- Chicago Public School, Kelvyn Park Elementary School  
 Chicago, Illinois
- Chicago Public School, Southside Occupational Career Academy  
 Chicago, Illinois
- Chicago Public School, Lincoln Elementary School  
 Chicago, Illinois
- British International School of Chicago,  
 Chicago, Illinois
- University of Illinois at Chicago, Lecture Center F Renovation  
 Chicago, Illinois
- University of Illinois at Chicago, Centennial Room Renovation Project  
 Chicago, Illinois

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**Mark Spigarelli**  
**CCJM Engineers, Ltd.**  
**Plumbing and Fire Protection Engineering**



**Education**  
Northern Michigan  
University  
Bachelor of Science,  
Industrial Technology

**Profile**

Mark is a plumbing and fire protection engineer with extensive experience including detailed site surveys, feasibility studies, existing systems evaluations, preparation of bid and permit documents, shop drawing review, load calculations, and Division 21 and 22 master format specifications. Specific plumbing design experience includes domestic hot and cold water, domestic hot water recirculation, domestic water heaters, sanitary and vent, sewage ejectors, storm water, pumps, laboratory and acid waste and vent, compressed air, acid neutralization, irrigation systems and reverse osmosis.

**Experience**

CCJM Engineers, Ltd.  
2004 - Present

**Selected Projects**

Chicago Public Schools, Design Manager  
for Capital Improvement Program  
Chicago, Illinois  
Notre Dame College Prep  
Chicago, Illinois  
Chicago Public School, Federico Lorca  
Elementary  
Chicago, Illinois  
Chicago Public School, Peterson  
Elementary School  
Chicago, Illinois  
Chicago Public School, Bell Elementary  
School  
Chicago, Illinois  
Chicago Public School, Mariano Azuela  
Elementary School  
Schaumburg, Illinois  
Chicago Public School, Gwendolyn Brooks  
College Preparatory School  
Chicago, Illinois  
Chicago Public School, Henderson  
Elementary School  
Chicago, Illinois  
Chicago International Charter School  
(CICS),  
Loomis Primary Campus

Chicago, Illinois  
University of Illinois at Chicago, Applied  
Health Sciences Domestic Water  
Replacement Project,  
Chicago, Illinois

**Tom Kisiel**  
**CCJM Engineers, Ltd.**  
**Senior Electrical Engineer**



Education  
Technical College,  
Chodziez,  
Poland

**Profile**

Tom Kisiel is a seasoned electrical engineer with over 16 years experience. He has provided design and drafting for electrical power distributions, prepared single line drawings, prepared budgets and managed construction for institutional, commercial, residential and mixed use facilities. He has designed power distribution of assorted electrical equipment including, transformers, switchgears, switchboards, distribution panels, lighting and receptacle panels, motor starters, disconnects and lighting contactors.

**Experience**

CCJM Engineers, Ltd.  
2008 - Present

**Selected Projects**

Chicago Public Schools, Design Manager  
for Capital Improvement Program  
Chicago, Illinois  
Chicago Public Schools, Schools  
Investment Assessment and Upgrade  
Program  
Chicago, Illinois  
Chicago Public School, Federico Lorca  
Elementary  
Chicago, Illinois  
Notre Dame College Prep,  
Elementary School  
Chicago, Illinois  
Chicago Public School, Bell Elementary  
School Addition  
Chicago, Illinois  
Chicago Public School, Mariano Azuela  
Elementary School  
Schaumburg, Illinois  
Chicago Public School, Libby Elementary  
School Annex,  
Chicago, Illinois  
Chicago Public School, Henderson  
Elementary School  
Chicago, Illinois  
Chicago Public School, Hamline Elementary  
School  
Chicago, Illinois

Chicago Public School, Crown Elementary  
School  
Chicago, Illinois  
Chicago Public School, Kelvyn Park  
Elementary School  
Chicago, Illinois  
Bennett Day School Renovation,  
Chicago, IL  
Chicago, Illinois  
University of Illinois at Chicago, Richard  
Daley Library  
Chicago, Illinois  
University of Illinois at Urbana/  
Champaign, Oak Street Library  
Urbana, Illinois  
University of Illinois at Chicago Centennial  
Room Renovation  
Chicago, Illinois  
Harper College, Generator Installation  
Chicago, Illinois

**EDUCATION**

Bachelor of Science in Civil Engineering, University of Missouri, Columbia, MO (2002)

**LICENSES / CERTIFICATES**

Licensed Professional Engineer (P.E.) - State of Illinois - No. 062-066029

Licensed Professional Engineer (P.E.) (Inactive) - State of Texas - No. 98630 (2006)

LEED Accredited Professional - Building Design and Construction (LEED AP BD+C) - GBCI - No. 10206350

Certificate of Completion of Capital Development Board Project Manager Training for Architects/Engineers

**PROFESSIONAL EXPERIENCE**

2 year with TERRA  
13 years prior to TERRA

**PROFESSIONAL AFFILIATIONS**

American Society of Civil Engineers (ASCE)  
Active Transportation Alliance

David is a Licensed Professional Engineer and LEED Accredited Professional specializing in site development and transportation design. His areas of expertise include: Site Development Design, Project Management/Client Coordination, Stormwater Management, LEED Certification/Low Impact Development Design, Pedestrian/ADA Accessibility Design, Hike and Bike Trail Design, Roadway Reconstruction/Complete Streets/Streetscape Improvements, Rail and Transit Transportation, Highway Improvements and Construction Phase Services. David currently serves as Assistant Project Manager for the Site Development team at TERRA, utilizing his broad experience to manage and design a wide variety of site development, utility, and transportation projects.

**CPS SOUTH LOOP ES / Project Manager / Chicago, Illinois / Civil engineering and landscape architecture services associated with the planned new construction of a Chicago Public Schools (CPS) South Loop Elementary School. The project will develop a new 111,400 GSF elementary school on a ~54,000SF property. Site program elements may include parking, one new playlot, and greenspace.**

**CPS READ DUNNING MS / Project Manager / Chicago, Illinois / General scope of the project is: New construction on a ~17-acre site; ~200 stall parking lot; Track and Field; Baseball Field; Softball Field; Spectator Seating; Landscape/Pedestrian Open Space; New private vehicular circulation with bus drop off; Vacation of N. Normandy Avenue, north of W. Irving Park Avenue. TERRA engineered the site's demolition, paving/dimension control, grading/earthwork, drainage, utilities and stormwater management. TERRA also provided input as to athletic field, parking layout, and roadway circulation recommendations, requirements and best practices. Utilize the latest BIM technology TERRA assisted with earthwork analysis to engineer the grading cost effectively.**

**CPS ZAPATA ANNEX / Project Manager / Chicago, Illinois / Civil engineering and landscape architecture services associated with the annex at Zapata Elementary Academy, a Chicago Public School on the west side of Chicago. The project will develop a new 35,000 SF, three-story annex addition to provide additional capacity and program spaces to the existing elementary school. Site program elements include demolition of the existing modular, additional parking, playlot, and greenspace.**

**ST. IGNATIUS PREP / Project Manager / Chicago, Illinois / Landscape architecture and civil engineering services associated with the planned new construction of new outdoor athletic facilities for St. Ignatius College Prep. The project will construct a new high school level soccer field and football/track&field combination field. It will make infrastructure provisions for a future concessions/field house building and athletic field lighting. The proposed improvements will require stormwater rate and volume controls to be designed and constructed.**

**JAMIESON ES ANNEX / Project Manager / Chicago, Illinois / TERRA provided site development, landscape architecture, and traffic engineering services for the annex addition at Jamieson Elementary School. The annex will provide 14 additional classrooms to the school as well as science and music rooms and a new kitchen and lunchroom which will almost double the school's capacity of students. A turf field and new playground will be added to the site to provide a safe place to play in all weather. The existing modular building will be removed from the site and the parking has been restriped to provide more efficient traffic circulation. TERRA provided site and utility design for the site with the existing school in mind. Stormwater detention is provided below the artificial turf field on the east side of the site and in oversized pipes and a bioinfiltration trench on the west side of the site. TERRA provided assistance to get the project through all city permitting. The curb ramps at nearby intersections were analyzed and improved to meet current Chicago Department of Transportation ADA requirements.**





**EDUCATION**

Bachelor of Science in Civil and Environmental Engineering.

University of Iowa, Iowa City, IA, 2013

**LICENSE**

Professional Engineer, IL, 062.070562

**PROFESSIONAL EXPERIENCE**

3 years with TERRA

Scott has been with TERRA Engineering, Ltd. for 3 years, and brings a mix of water resource, structural and technical experience to our team. His experience includes water resource design, hydraulics, hydrology, design of steel and concrete structures, bridge engineering, surveying / remote sensing, Finite Element Analysis and CAD. His software experience includes Ansys, AutoCAD, Autodesk Civil 3D, Autodesk Revit, Autodesk Robot, Excel, Finite Element Analysis, Matlab, and Mathematica.

**SOUTHEAST AREA ELEMENTARY SCHOOL / Chicago, Illinois / Project Engineer / Chicago Public Building Commission** is currently building a new Elementary School in Chicago's southeastern neighborhood. TERRA's services included site preparation and remediation, site layout, grading, stormwater management, and construction administration. The 3-story school is currently under construction.

**AMES MIDDLE SCHOOL / Chicago, Illinois / Project Engineer / Chicago Public Schools** is currently renovating the interior of Ames Middle School in order to bring the property into conformance with their latest standards. This effort includes the replacement of a natural turf IHSA soccer field with artificial turf. As inclement Chicago winter weather has caused a major delay in surveying and geotechnical investigation, this project was engineered on an extremely tight schedule and delivered the CPS in an expedited matter. The field was constructed in 2014.

**JOHN C. CONNLEY ELEMENTARY SCHOOL ANNEX / Chicago, Illinois / Project Engineer / Public Building Commission and Chicago Public Schools** has constructed a 3-story annex to an existing 1950s historic elementary school in the neighborhood of Irving Park. The annex was constructed in two phases. Constructed during phase one were site utility connections, building caissons, building grade beams, and subgrade for on-grade building slab. The construction finished in summer 2015.

**ST. IGNATIUS PREP / Project Engineer / Chicago, Illinois / Landscape architecture and civil engineering services** associated with the planned new construction of new outdoor athletic facilities for St. Ignatius College Prep. The project will construct a new high school level soccer field and football/track&field combination field. It will make infrastructure provisions for a future concessions/field house building and athletic field lighting. The proposed improvements will require stormwater rate and volume controls to be designed and constructed.

**MT. GREENWOOD ELEMENTARY SCHOOL / Oak Park, Illinois / Project Engineer / Civil engineering and landscape architecture services** associated with the conceptual and schematic design of a new annex.

**CPS SOUTH LOOP ES / Project Engineer / Chicago, Illinois / Civil engineering and landscape architecture services** associated with the planned new construction of a Chicago Public Schools (CPS) South Loop Elementary School. The project will develop a new 111,400 GSF elementary school on a ~54,000SF property. Site program elements may include parking, one new playlot, and greenspace.

**CPS READ DUNNING MS / Project Engineer / Chicago, Illinois / General scope of the project is:** New construction on a ~17-acre site; ~200 stall parking lot; Track and Field; Baseball Field; Softball Field; Spectator Seating; Landscape/Pedestrian Open Space; New private vehicular circulation with bus drop off; Vacation of N. Normandy Avenue, north of W. Irving Park Avenue. TERRA engineered the site's demolition, paving/dimension control, grading/earthwork, drainage, utilities and stormwater management. TERRA also provided input as to athletic field, parking layout, and roadway circulation recommendations, requirements and best practices. Utilize the latest BIM technology TERRA assisted with earthwork analysis to engineer the grading cost effectively.

## **KELLY SAMARA, EIT**

Project Engineer



### EDUCATION

Bachelor of Science in Civil Engineering,  
University of Illinois, Urbana, IL, 2015

Master of Science in Civil Engineering,  
University of Illinois, Urbana, IL, 2016

### LICENSES / CERTIFICATES

Professional Engineer Intern, 061038566, IL,  
2015

### EXPERIENCE

1 year with TERRA  
2 years prior to TERRA

Ms. Samara, a recent graduate of the University of Illinois (B.S. '15, M.S. '16), is educated in engineering risk management and the design of structural systems, such as buildings, retaining walls, and foundations. She currently performs civil engineering and site development services, including storm water detention, utility planning, and sustainable design.

**CPS READ DUNNING MS / Project Engineer / Chicago, Illinois /** General scope of the project is: New construction on a ~17-acre site; ~200 stall parking lot; Track and Field; Baseball Field; Softball Field; Spectator Seating; Landscape/Pedestrian Open Space; New private vehicular circulation with bus drop off; Vacation of N. Normandy Avenue, north of W. Irving Park Avenue. TERRA engineered the site's demolition, paving/dimension control, grading/earthwork, drainage, utilities and stormwater management. TERRA also provided input as to athletic field, parking layout, and roadway circulation recommendations, requirements and best practices. Utilize the latest BIM technology TERRA assisted with earthwork analysis to engineer the grading cost effectively.

**CPS SOUTH LOOP ES / Project Engineer / Chicago, Illinois /** Civil engineering and landscape architecture services associated with the planned new construction of a Chicago Public Schools (CPS) South Loop Elementary School. The project will develop a new 111,400 GSF elementary school on a ~54,000SF property. Site program elements may include parking, one new playlot, and greenspace.

**ESMOND ELEMENTARY SCHOOL / Project Engineer / Chicago, Illinois /** Civil Engineering services associates with the design and construction of a new annex. Scope of the work includes: Development of the eastern and southern portions of ~3.32 acre site with proposed improvements; new, ~16,000 SF (footprint), 2-story annex in the central, northern portion of the site; trash collection/utility enclosure and service parking on the western portion of site with associated driveway; new artificial turf playfield along N. Hermosa Avenue; new playground; new outdoor classroom; three new parking lots; pedestrian circulation improvements and open space; improvements to adjacent City parkways (W. Montvale, N. Homewood and N. Hermosa) to meet the landscape Ordinance

**CPS ZAPATA ANNEX / Project Engineer / Chicago, Illinois /** Civil engineering and landscape architecture services associated with the annex at Zapata Elementary Academy, a Chicago Public School on the west side of Chicago. The project will develop a new 35,000 SF, three-story annex addition to provide additional capacity and program spaces to the existing elementary school. Site program elements include demolition of the existing modular, additional parking, playlot, and greenspace.

**PEREZ SCHOOL / Project Engineer / Chicago, Illinois /** Civil engineering services associated with a new Play area with 2-5yr play equipment, half-court basketball and artificial turf play field.

**ST. IGNATIUS PREP / Project Manager / Chicago, Illinois /** Landscape architecture and civil engineering services associated with the planned new construction of new outdoor athletic facilities for St. Ignatius College Prep. The project will construct a new high school level soccer field and football/track&field combination field. It will make infrastructure provisions for a future concessions/field house building and athletic field lighting. The proposed improvements will require stormwater rate and volume controls to be designed and constructed.

**SOUTHEAST AREA ELEMENTARY SCHOOL / Chicago, Illinois / Project Engineer /** Chicago Public Building Commission is currently building a new Elementary School in Chicago's southeastern neighborhood. TERRA's services included site preparation and remediation, site layout, grading, stormwater management, and construction administration.

## Jacobs/Ryan Associates

Warren E. Ryan, FASLA



Project Assignment	JRA Partner in Charge Key Team Member - Landscape Architect
Education	University of California at Los Angeles (UCLA), Los Angeles, CA; Bachelor of Arts/Design: Landscape Architecture, 1975, cum laude.
Registration	Licensed by exam to practice landscape architecture in Illinois, #157-000003
Years of Experience	35 years. JRA Partner since 1982; with JRA since 1979 (1979-1982 as B Jacobs & Associates). Prior experience in Los Angeles, CA, at Warren E. Lauesen, FASLA & Associates. Ms. Ryan's professional practice has included design and consultation to architects, engineers, university facilities managers, school districts, municipalities, individual institutions, corporations, developers and owners. Her experience encompasses a variety of project types, such as campuses, education projects, renovation projects, residential dormitory landscapes, parks, and open green space, including many LEED projects. A sampling of experience includes:
Relevant Project Experience	Chicago Botanic Garden Regenstein Learning Campus (Nature Play Garden), Glencoe, IL D54 Schaumburg Early Childhood Center, Schaumburg, IL D96 Willow Grove Elementary School Renovation, Buffalo Grove, IL D97 Oak Park Administration Building, Oak Park, IL D128 Brainerd Site Facilities, Libertyville, IL D132 Calumet Middle School, Lake Calumet, IL D167 Brookwood Elementary School, Glenwood, IL Governor's State University Daycare Facility, and Ramp Project, University Park, IL College of DuPage Early Childhood Education Facility, DuPage Co., IL Calemca Academy/ Brighton Park I Elementary School (LEED Gold), Chicago, IL Jorge Prieto Academy/Belmont Cragin Elementary School (LEED Silver), Chicago, IL CPS Capital Improvement Projects 2011 - Five CPS Elementary Schools, Chicago, IL Benjamin Mays Academy Renovation, Chicago, IL St Paul Lutheran Elementary School Underground Cistern/Irrigation Project, Mt. Prospect, IL Helge Haugan Middle School, including green roof and Jensen Park, Chicago, IL Univeristy of Chicago Charter School, Chicago, IL Sarah E Goode STEM Academy/Southwest Area High School, (LEED Platinum) Chicago, IL Back of the Yards High School, Chicago, IL Mather High School Renovation, Chicago, IL (LEED Silver) Aspira Financial High School, Chicago, IL Robert J Richardson Middle School, Chicago, IL University of Illinois Lincoln Hall Renovation, Champaign/Urbana, IL (LEED Platinum) University of Chicago, President's Garden Renovation, Chicago, IL UIC Advanced Chemical Technology Building, Chicago, IL UIUC - Five Projects, Urbana Champaign, IL St. Xavier College Residence Hall Landscape Water Feature, Chicago, IL

## Jacobs/Ryan Associates



### Adam White, ASLA

Project Assignment	Project Landscape Architect
Firm	Jacobs/Ryan Associates, Landscape Architects
Education	University of Illinois, Champaign-Urbana, Illinois. Bachelor of Landscape Architecture. College of Fine and Applied Arts, 2004
Registration	Adam White is an Illinois licensed Landscape Architect, #175-001550
Professional Association	Member, American Society of Landscape Architects
Years of Experience	13 years. Prior to joining JRA, Mr. White worked at the Park District in Highland Park, Illinois from 2004-2006. Mr. White left there to join DLK Civic Design where he worked on schools and streetscapes, and came to JRA in 2008 as an Associate Landscape Designer.
Relevant Project Experience	D54 Schaumburg Early Childhood Education Center, Schaumburg, IL University of Chicago Charter School/Woodlawn, Chicago, IL D96 Willow Grove Elementary School, Kildeer, IL PBC Southwest Area School, Chicago, IL D132 Calumet Middle School, Lake Calumet, IL D167 Brookwood Middle School, Chicago, IL CPS Mays Academy Renovation, Chicago, IL CPS Mather High School Renovation, Chicago, IL CPS Five School Renovation Projects, Chicago, IL: Alexander Graham Elementary School, Avondale Elementary School, Horatio May Community Academy, John Hay Community Academy, and Mitchell Elementary School. PBC Sarah E. Goode STEM Academy (LEED Platinum), Chicago, IL PBC Back of the Yards High School, Chicago, IL Aspira Financial High School, Chicago, IL D128 Brainerd Site Facilities, Libertyville, IL D97 Oak Park Administration Building, Oak Park, IL  <i>Other Experience:</i> Regenstein Learning Campus, Chicago Botanic Garden, Glencoe, IL Chicago Riverwalk Phase 2 and 3, Chicago, IL UIC Advanced Chemical Technology Building, Chicago, IL UIUC Lincoln Hall Renovation, Construction Phase, Urbana Champaign, IL
Professional Skills	Adam White is proficient at the following design softwares: AutoCad, MicroStation, Photoshop, InDesign and SketchUp

**ATTACHMENT A**  
**DISCLOSURE AFFIDAVIT**

**(FORM FOLLOWS)**

**ATTACHMENT A  
DISCLOSURE AFFIDAVIT**

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

The undersigned Paul A. Harding, as President  
Name Title

and on behalf of \_\_\_\_\_  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

Name of Firm:	Harding Partners, Inc.		
Address:	224 South Michigan Avenue Suite 245 Chicago, Illinois 60064		
Telephone:	312.922.2600	Fax:	312.922.8222
FEIN:	36-3660095	SSN:	311-56-2548

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

5. Nature of transaction (check the appropriate box):

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

6. Disclosure of Ownership Interests

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

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture
- Limited Liability Company
- Limited Liability Partnership
- Not-for-profit Corporation
- Other: \_\_\_\_\_

**CORPORATIONS AND LLC'S**

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

Name	Title
Paul Harding	President
Paul Harding	Treasurer
Paul Harding	Secretary
Paul Harding	Director

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

Name	Address	Ownership Interest Percentage
Paul A. Harding	224 South Michigan Avenue, Suite 245 Chicago, Illinois 60604	100%

5. LLC's ONLY, indicate management type and name:  
 Member-managed  
 Manager-managed  
 Name: \_\_\_\_\_
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?  
 Yes  
 No

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**PARTNERSHIPS**

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

Name	Ownership Interest Percentage
Not Applicable	

**SOLE PROPRIETORSHIP**

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

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

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

Name(s) of Principal(s)
Not Applicable

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

Name	Address
Not Applicable	

**CONTRACTOR CERTIFICATION**

**A. CONTRACTORS**

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

## B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any

similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

#### C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.  
  
If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.
4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

#### D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).  
  
If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### E. PUNISHMENT

1. A Contractor who makes a false statement material to Section 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 Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

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

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

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

Paul A. Harding  
Name of Authorized Officer (Print or Type)

Paul A. Harding  
Signature of Authorized Officer

President  
Title

312.922.2600  
Telephone Number

State of IL

County of Cook

Signed and sworn to before me on this 18<sup>th</sup> day of January, 2019 by

Paul Harding (Name) as President (Title) of

Paul A. Harding (Bidder/Proposer/Respondent or Contractor)



Matthew Hicaro  
Notary Public Signature and Seal

**ATTACHMENT A  
DISCLOSURE AFFIDAVIT**

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

The undersigned Jung J. Mo, AIA, as President  
Name Title

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

Name of Firm:	Mode Architects, PC		
Address:	343 W. Erie St., Suite 210, Chicago IL 60654		
Telephone:	(312) 475-9918	Fax:	
FEIN:	20-2980827	SSN:	

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

5. Nature of transaction (check the appropriate box):

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

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

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture
- Limited Liability Company
- Limited Liability Partnership
- Not-for-profit Corporation
- Other: \_\_\_\_\_

**CORPORATIONS AND LLC'S**

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

Name	Title
Jung J. Mo	President
Jung J. Mo	Secretary
Jung J. Mo	Director, Chairman of the Board

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

Name	Address	Ownership Interest Percentage
Jung J. Mo	410 Harlem Ave., Glenview, IL 60025	100%

5. LLC's ONLY, indicate management type and name:  
 Member-managed  
 Manager-managed  
 Name: \_\_\_\_\_
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?  
 Yes  
 No

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

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**PARTNERSHIPS**

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

Name	Ownership Interest Percentage
NA	

**SOLE PROPRIETORSHIP**

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

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

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

Name(s) of Principal(s)
NA

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

Name	Address
NA	

**CONTRACTOR CERTIFICATION**

**A. CONTRACTORS**

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

## B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any



similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

#### C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.  
  
If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.
4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

#### D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).  
  
If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### E. PUNISHMENT

1. A Contractor who makes a false statement material to Section 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 Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

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

**INCORPORATION INTO CONTRACT AND COMPLIANCE**

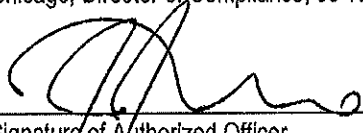
The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which 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**

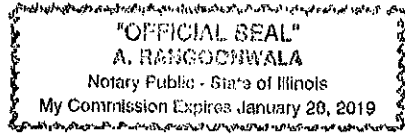
Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

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

Jung J. Mo  
Name of Authorized Officer (Print or Type)  
President  
Title

  
Signature of Authorized Officer  
(312) 475-9918 x 101  
Telephone Number

State of IL  
County of COOK



Signed and sworn to before me on this 17<sup>th</sup> day of Jan., 2019 by  
Jung J Mo (Name) as President (Title) of  
J Mode Architects PC (Bidder/Proposer/Respondent or Contractor)

A. Rangoonwala  
Notary Public Signature and Seal

**ATTACHMENT B**  
**LEGAL ACTIONS**

**(FORM FOLLOWS)**

**ATTACHMENT B  
LEGAL ACTIONS**

FIRM NAME: Harding Partners, Inc.

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

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

In the 34 year existence of Harding Partners, the firm has not experienced a lawsuit, legal action, or technical failure on any of its projects. Harding Partners has the highest rating that Professional Liability Insurance companies assign to architecture firms.

**ATTACHMENT B  
LEGAL ACTIONS**

FIRM NAME: Mode Architects, PC

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

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

**ATTACHMENT C**  
**DISCLOSURE OF RETAINED PARTIES**

**(FORM FOLLOWS)**

**ATTACHMENT C  
DISCLOSURE OF RETAINED PARTIES**

**Definitions and Disclosure Requirements**

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

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Master Agreement with the Public Building Commission for Various Projects.

Description of goods or services to be provided under Contract:

Architectural Service

Name of Consultant: Harding Mode Joint Venture

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)
None			

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



The Consultant understands and agrees as follows:

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

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

Paul A. Harding  
Signature

01.18.2019  
Date

Paul A. Harding  
Name (Type or Print)

President  
Title

Subscribed and sworn to before me

this 18<sup>th</sup> day of January 2019

Matthew Hicaro  
Notary Public



**ATTACHMENT C  
DISCLOSURE OF RETAINED PARTIES**

**Definitions and Disclosure Requirements**

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Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

AOR - Architect of Record Professional Services  
 Corliss High School Renovation, 821 E. 103rd St., Chicago, IL 60628  
 Project No. 05315

Description of goods or services to be provided under Contract:

Architect of Record Professional Services

Name of Consultant: Mode Architects, PC

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

Retained Parties:

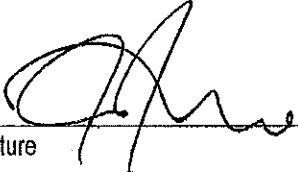
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)

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

The Consultant understands and agrees as follows:

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

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

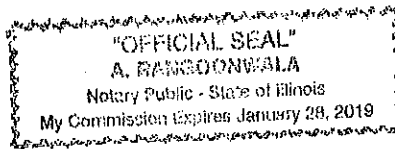
  
\_\_\_\_\_  
Signature

1/17/19  
\_\_\_\_\_  
Date

Jung J. Mo  
\_\_\_\_\_  
Name (Type or Print)

President  
\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this 17<sup>th</sup> day of Jan. 2019



A. Rangoonwala  
\_\_\_\_\_  
Notary Public

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

**(FORM AND SCHEDULES FOLLOW)**

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

1. Policy Statement

- a. It is the policy of the 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. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
- c. 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..
- d. 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 or County of Cook.
  - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
  - (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 any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
  - (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
  - (6) "Established Business" means a person or entity granted certification by the City of Chicago.
  - (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
  - (8) "Good faith efforts" means actions undertaken by a Contractor 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.

- (9) "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.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

#### 4. Determining MBE/WBE Utilization

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
- b. 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.
- c. 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.
- d. 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.
- e. 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 accepts certification by the City of Chicago, and County of Cook.

(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 / her 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.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by

#### 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-bid conference;
  - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
  - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
  - (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/associations;
  - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
  - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
  - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
  - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
  - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, 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.
  - (11) 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;
  - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
  - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
  - (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
- (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 Bidder;
  - (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. Established Business Participation in the MBE and WBE Procurement Program

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
  - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
  - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an



established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

(3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

#### 9. Failure To Achieve Goals

a. If the Contractor 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 contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor'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 bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.

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

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

(6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor 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 Contractor.

(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 contractors' 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 Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

#### 10. 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 the MBE and WBE sub-contractors.

#### 11. 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.

#### 12. Prohibition On Changes To MBE/WBE Commitments

- a. 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.

#### 13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor 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 Contractor 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 Contractor 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) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor 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.
  - (2) The Contractor'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 subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
  - (3) The Contractor'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 Contractor; 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.

- (4) The Contractor'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, as enumerated above in Section on Submission of Bid Proposals.
- (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business 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.
- (6) 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) business 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.
  - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
  - ii. 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 Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

#### 14. 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.

#### 15. Severability

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

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**SCHEDULE B**  
**Joint Venture Affidavit**

**(SCHEDULE FOLLOWS)**

**SCHEDULE B**  
Joint Venture Affidavit (1 of 3)

*This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.*

A. Name of joint venture Harding Mode Joint Venture

B. Address of joint venture 224 South Michigan Avenue Suite 245

Chicago, Illinois 60604

C. Phone number of joint venture 312.922.2600

D. Identify the firms that comprise the joint venture

Harding Partners, Inc.

Mode Architects, P.C.

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

Mode Architects is providing architectural services to the Academic Building C, Fine Arts Building,

Parking Lot, and Site Development

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

Harding Partners has 28 years of experience on PBC and CPS projects. Projects by Harding

Partners have never experienced a legal claim or technical failure in the 32 year history of the

firm.

E. Nature of joint venture's business

Architects

F. Provide a copy of the joint venture agreement. Please see attachment.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 51 %

H. Specify as to:

1. Profit and loss sharing Mode Architects 51% ; Harding Partners 49%

2. Capital contributions, including equipment Mode Architects 51% ; Harding Partners 49%

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

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE B**  
**Joint Venture Affidavit (2 of 3)**

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

None. Each firm finances its own operations.

---

- I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions

---

2. Management decisions such as:

- a. Estimating

Harding Partners 50% ; Mode Architects 50%

- b. Marketing and Sales

Harding Partners 50% ; Mode Architects 50%

- c. Hiring and firing of management personnel

Harding Partners 50% ; Mode Architects 50%

- d. Other

Harding Partners 50% ; Mode Architects 50%

3. Purchasing of major items or supplies

Each firm purchases its own major items.

4. Supervision of field operations

Harding Partners 50% ; Mode Architects 50%

5. Supervision of office personnel

Each firm manages its own office personnel.

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

Each firm maintains its own internal financial records. Joint Venture accounting is done jointly.

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7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

Each firm will assign four architects and staff. The Joint Venture has no employees.

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- J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

Please see attached joint venture agreement.

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**SCHEDULE B (Continued)**  
**Joint Venture Affidavit (3 of 3)**

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

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

Harding Partners, Inc.

Name of Joint Venturer

Paul A. Harding  
Signature

Paul Harding

Name

President

Title

1.18.2019

Date

State of IL County of Cook

On this 18<sup>th</sup> day of January, 2019

before me appeared (Name)

Paul Harding

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Harding Mode Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Matthew Hicaro

Notary Public

Commission expires: 9/21/2022  
(SEAL)

Mode Architects, P.C.

Name of Joint Venturer

\_\_\_\_\_  
Signature

James Mo

Name

President

Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me appeared (Name)

\_\_\_\_\_

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

\_\_\_\_\_

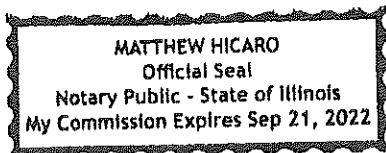
to execute the affidavit and did so as his or her

free act and deed.

\_\_\_\_\_

Notary Public

Commission expires:  
(SEAL)



**SCHEDULE B**  
**Joint Venture Affidavit (3 of 3)**

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

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

Harding Partners, Inc.  
Name of Joint Venturer  
  
Signature  
Paul Harding  
Name  
President  
Title  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_


On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
before me appeared (Name)

\_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state

that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

\_\_\_\_\_  
Notary Public  
Commission expires:  
(SEAL)

Mode Architects, PC  
Name of Joint Venturer  
  
Signature  
Jung J. Mo  
Name  
President  
Title  
1/17/19  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

On this 17<sup>th</sup> day of Jan, 2019

before me appeared (Name)  
Jung J. Mo

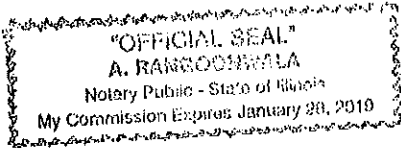
\_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state

that he or she was properly authorized by  
(Name of Joint Venture)

Harding Mode JV

\_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

A. Rangoonwala  
Notary Public  
Commission expires:  
(SEAL)







# AIA<sup>®</sup> Document C101<sup>™</sup> - 2018

## Joint Venture Agreement for Professional Services

AGREEMENT made as of the **tenth** day of **December** in the year two thousand eighteen  
*(In words, indicate day, month, and year)*

BETWEEN the following Parties:  
*(For each Party, provide name, legal status, address, and other contact information)*

**MODE ARCHITECTS, P.C.**  
343 West Erie Street  
Suite 210  
Chicago, Illinois 60654

**HARDING PARTNERS, INC.**  
224 South Michigan Avenue  
Suite 245  
Chicago, Illinois 60604

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

**HARDING MODE JOINT VENTURE**  
224 South Michigan Avenue  
Suite 245  
Chicago, Illinois 60604

The Joint Venture's principal place of business shall be:

224 South Michigan Avenue  
Suite 245  
Chicago, Illinois 60604.

Each party shall do its work in its offices.

The Parties form this Joint Venture for the purpose of entering into an agreement with the following Client:  
*(Client name, legal status, address and other information)*

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

to perform professional services in connection with the following Project:  
*(Name, location and detailed description of the Project)*

Projects awarded by the Public Building Commission under the Master Agreement to the Harding Mode Joint Venture. The first project is: Corliss High School Renovation, Chicago

Renovation of a 1973 SOM high school. Major program elements include new roof, exterior facade rehabilitation, new roof top HVAC units, and site work. Client is the Public Building Commission of Chicago

The Parties agree as set forth below.

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

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

This document creates joint and several liability among the parties. Consultation with an insurance expert is encouraged with respect to insurance coverages.

**TABLE OF ARTICLES**

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**ARTICLE 1 RIGHTS OF THE PARTIES**

This Agreement shall govern the relationship of the Parties and the performance by the Parties of services related to the Project. The agreement between the Client and the Joint Venture for professional services shall be referred to as the "Prime Agreement."

**ARTICLE 2 RESPONSIBILITIES OF THE PARTIES**

§ 2.1 The Parties shall share the obligations and responsibilities for services to be performed by the Joint Venture according to the allocation set forth in Article 15.

§ 2.2 No Party to this Agreement, or their Consultants, shall enter into a separate agreement for services in connection with the Project without the prior written approval of the other Parties.

§ 2.3 No Party has the authority to bind the Joint Venture without written consent of the Policy Board. No Party has the authority to bind another Party without the written consent of the Party to be bound.

§ 2.4 Each Party represents that it is properly licensed in the jurisdiction where the Project is located to provide the services that it is required to perform under this Agreement and the Prime Agreement.

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§ 2.5 Each Party shall maintain Project records distinct from those maintained by the Joint Venture and retain such Project records for a period of five years following completion of the Project.

**ARTICLE 3 POLICY BOARD AND MANAGEMENT OF THE JOINT VENTURE**

§ 3.1 The Joint Venture shall be managed by the Policy Board. The Policy Board shall have authority to make decisions that are binding on the Joint Venture and the Parties, relating to all aspects of the Joint Venture's performance of the Prime Agreement and all other matters affecting the Joint Venture, including:

- .1 assigning responsibilities among the Parties, including responsibilities for services to be provided under the Prime Agreement;
- .2 distributing compensation among the Parties consistent with the allocations and interests set forth in Article 15 and Section 16.1;
- .3 negotiating, reviewing, and approving the Prime Agreement and any modifications thereto;
- .4 entering into or terminating any commitment on behalf of the Joint Venture;
- .5 reviewing and approving Consultant agreements for the Project;
- .6 establishing Joint Venture financial controls including administration of any Joint Venture contingency funds;
- .7 initiating and resolving claims and disputes on behalf of the Joint Venture;
- .8 performing reviews of financial matters at intervals appropriate for the Project;
- .9 identifying and satisfying any jurisdictional requirements applicable to the operation of the Joint Venture;
- .10 making calls for Capital Contributions as necessary; and,
- .11 appointing, removing, directing, and delegating authority to the Project Director **Co-Project Director**.

**§ 3.2 Policy Board Membership**

§ 3.2.1 Each Party designates the Primary Representative identified below to serve on the Policy Board. Each Party's Primary Representative shall have complete authority to bind that Party. The Primary Representatives shall serve as such without compensation.

Party	Primary Representative
Mode Architects	James Mo
Harding Partners	Paul Harding

*(Table deleted)*

*(Paragraph deleted)*

§ 3.2.3 Should any of the foregoing representatives become unable to perform their duties or for any reason cease to be employed by the Party who designated them, the affected Party shall promptly name a successor and inform the other Parties by written notice.

§ 3.2.4 Each Party to this Agreement may at any time replace its Primary Representative by written notice to the other Parties.

§ 3.2.5 The term "Representative" as used herein shall refer to the Primary Representative, who, at the time of the action in question, has complete authority to bind the Party in accordance with Sections 3.2.1, 3.2.2, and 3.2.3.

§ 3.3 Regular meetings of the Policy Board for the transaction of business of the Joint Venture shall occur no less frequently than quarterly, and additional meetings may be called at any time, subject to reasonable notice, by the Representative of any Party to the Joint Venture. The Policy Board shall keep written minutes of each meeting for review and approval by each Party's Representative. The minutes shall document material decisions made by the Policy Board. Each Party shall be deemed to have approved the minutes unless they indicate otherwise in writing to the other Parties within 10 days of receipt of the minutes.

§ 3.4 Each Party shall appoint a Co-Project Director. The Co-Project Directors shall be responsible for the management of the Project, subject to the terms of this Agreement and the decisions, actions, and direction of the Policy Board.

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§ 3.4.1 The Co-Project Directors shall be responsible for the coordination and management of the services to be performed under the Prime Agreement.

§ 3.4.2 The Co-Project Directors shall be the Joint Venture's primary contact with the Client's designated representative, each Party's designated project manager, and the designated representatives of others performing work or services related to the Project. Each Party agrees to promptly inform the Co-Project Directors of any direct communications related to the Project that it has had with the Client's designated representative, the other Parties, and any other individuals or entities performing work or services related to the Project.

§ 3.4.3 The Co-Project Directors shall be responsible for reporting to the Policy Board on the status of the Project and the Joint Venture's performance under the Prime Agreement at regular intervals established by the Policy Board.

§ 3.4.4 The Co-Project Directors do not have authority to enter into contracts on behalf of the Joint Venture, except as expressly authorized by the Policy Board.

§ 3.4.5 The Co-Project Directors shall not be liable to the Joint Venture or any Party for results of actions, instructions, or decisions, rendered in good faith and made within the Co-Project Directors' authority. This provision is not meant to govern or restrict the rights of a Party with respect to its employees.

§ 3.5 Except as set forth in Article 10, actions and decisions of the Policy Board shall be by unanimous vote and shall be final, conclusive, and binding upon each Party. In the event that the Policy Board is unable to reach a unanimous decision, the Parties agree that the matter in controversy shall be subject to the Dispute Resolution process set forth in Article 11.

§ 3.6 If, for any reason, a Party's responsibilities or obligations assumed under this Agreement are changed from the proportion of its participation as provided in Article 15 and Section 16.1, as otherwise described in this Agreement, or as determined by the Policy Board, the Policy Board may adjust that Party's compensation to account for such change in participation. Adjustments to compensation made under this Section shall not change the allocations set forth in Section 16.1, unless otherwise determined by the Policy Board.

#### ARTICLE 4 FINANCIAL MATTERS AND ACCOUNTING

§ 4.1 Each Party shall designate one of the Parties to serve as the Co-Project Accountant of the Joint Venture. The Co-Project Accountant shall be responsible for bookkeeping and accounting services, and for preparation of consolidated invoices for the Joint Venture. The Co-Project Accountant of the Joint Venture shall keep and maintain accounting books and records in accordance with Generally Accepted Accounting Principles, using the accounting basis identified by the Policy Board. The Joint Venture's accounting records shall be retained for the period required in the Prime Agreement or as required by applicable law, whichever is later.

§ 4.2 The Co-Project Accountant of the Joint Venture shall open a joint bank account (the "Joint Account") in a financial institution as may be determined by the Policy Board.

§ 4.3 Each Party may examine the Joint Venture's books and records at all reasonable times, following reasonable notice.

§ 4.4 The Joint Venture's fiscal year shall be the calendar year unless otherwise determined by the Policy Board.

§ 4.5 At intervals appropriate for the Project, or as otherwise required by the Policy Board, the Co-Project Accountants of the Joint Venture shall provide a financial report to the Policy Board. The financial report shall include an inventory and accounting of the Joint Venture's assets, liabilities, receipts, and disbursements. The Policy Board may, as a Joint Venture cost, require the Co-Project Accountants to engage a qualified accounting firm approved by the Policy Board to review the Joint Venture's books and records.

§ 4.6 Each Party shall maintain accounting records distinct from those maintained by the Joint Venture relating to costs and expenses it charges to the Joint Venture. Each Party shall maintain its records for a period of time established by the Policy Board. The Policy Board, and any Party, shall have the ability to inspect and copy each Party's accounting records at mutually convenient times, following reasonable written notice.

§ 4.7 All payments received by the Joint Venture in connection with this Agreement and the Prime Agreement shall be promptly deposited in the Joint Account.

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§ 4.8 Invoices received by the Joint Venture shall be paid from the Joint Account. The following individuals are authorized to draw payments against the Joint Account on behalf of the Joint Venture. Payments drawn against the Joint Account shall require the signatures of all the persons designated below.

**Authorized Individuals**

James Mo and Paul Harding.

§ 4.9 Each Party shall be responsible for its own costs and expenses relating to the Project incurred prior to execution of this Agreement, except as set forth below or as otherwise determined by the Policy Board:  
*(Identify any costs or expenses for which the Parties will be reimbursed and identify the source and method of payment.)*

Reimbursable printing costs that are allowed according to the Prime Agreement may be billed to either the Joint Venture directly or to either Party, who will invoice the Joint Venture. The Joint Venture will then invoice the Client. If the Client does not pay a presumed reimbursable expense, then the Joint Venture is under no obligation to pay it.

**§ 4.10 Taxes**

To the extent required by applicable law, the Joint Venture shall file tax returns and pay related fees and taxes, if any.

**ARTICLE 5 PROPERTY AND CAPITAL CONTRIBUTIONS**

**§ 5.1 Property**

§ 5.1.1 Joint Venture property shall consist of the Capital Contributions described in Section 5.2 and other property obtained with the funds of the Joint Venture. Joint Venture property shall be identified and recorded in the Joint Venture records.

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**§ 5.2 Capital Contributions**

§ 5.2.1 The initial Capital Contribution of each Party to this Agreement shall be as follows:

Party	Capital Contribution (\$0.00)
Harding Partners, Inc.	\$1,000
Mode Architects, P.C.	\$1,000

§ 5.2.2 Should the Policy Board determine that additional funds are necessary to satisfy the requirements of the Prime Agreement or this Agreement or to satisfy any liabilities and obligations incurred by the Joint Venture, each Party shall, within ten days after determination by the Policy Board, contribute such additional funds in the respective proportions set forth in Section 16.1.

§ 5.2.2.1 Should any Party fail to contribute and deposit funds as required by this Section 5.2 in the Joint Account, the other Parties may advance funds to cover the deficiency. The Parties advancing funds shall receive interest on the funds advanced at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Joint Venture. Interest shall accrue beginning immediately at the time the funds are advanced and continue to the time of their repayment. Advanced funds shall be repaid in full, including interest, from the first monies thereafter received from the Client that are distributable to the Parties. Advanced funds shall be repaid before other payments are made to any Party. Interest paid for funds advanced shall be charged against the Party whose failure necessitated the advancement of the funds.

*(Insert rate of monthly or annual interest agreed upon.)*

1-1/2 % per month

§ 5.2.3 Should the Policy Board determine that funds are available in excess of the needs of the Joint Venture, the excess funds shall first be applied to the return of funds advanced, as set forth in Section 5.2.2, until such advances have been entirely repaid. Thereafter, the remaining excess funds shall be distributed to the Parties in the respective proportions set forth in Section 16.1.

## ARTICLE 6 CONSULTANTS

§ 6.1 Each Party shall retain Consultants in accordance with its responsibilities identified in Article 15. No Party shall retain a Consultant for the Project without the approval of the Policy Board. All Consultants shall be retained using written agreements approved by the Policy Board. Consultants shall be independent contractors to the Party that retains them and not contractors to the Joint Venture. Consultants are selected by consensus. Both Parties shall sign consultant agreements and any contract modifications, if any.

### § 6.2 Consultant Agreements

§ 6.2.1 Consultant agreements entered into for the Project shall incorporate the terms of the Prime Agreement to the extent applicable to the Consultant's services and shall include the following provisions, unless otherwise approved by the Policy Board:

- .1 an obligation for the Consultant to indemnify and hold harmless the Joint Venture and the Parties to the same extent required of the Parties in this Agreement and to the same extent the Joint Venture is required to indemnify and hold harmless the Client in the Prime Agreement;
- .2 a grant of rights in the Consultant's intellectual property, designs, drawings, specifications and other instruments of service sufficient to allow the Parties and the Joint Venture to comply with the requirements set forth in Section 7.1;
- .3 a provision stating that all Parties are intended third party beneficiaries of the Consultant agreement;
- .4 a provision requiring the Consultant to carry insurance of the types and limits established by the Policy Board;
- .5 a provision requiring the Consultant to maintain the confidentiality of information identified as confidential or business proprietary;
- .6 a provision permitting, at the discretion of the Policy Board, assignment of the Consultant agreement to another Party, or to a person or entity designated by the Policy Board, upon termination of the Party holding the Consultant agreement;
- .7 a provision requiring the Consultant, unless legally precluded, to submit to the same dispute resolution procedures set forth in the Prime Agreement for claims involving the Client;
- .8 a provision requiring the Consultant to submit to the same dispute resolution procedures set forth in this Agreement for claims involving the Parties, and not otherwise subject to the dispute resolution procedures of the Prime Agreement pursuant to the requirements of Section 6.2.1.7;
- .9 a provision precluding the Consultant from entering into a separate agreement for services in connection with the Project without the approval of the Parties; and
- .10 other provisions as follows:

paid when paid.

## ARTICLE 7 OWNERSHIP AND USE OF INSTRUMENTS OF SERVICE

§ 7.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Parties and the Parties' consultants in furtherance of their obligations under this Agreement or the Prime Agreement. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.1.1 The Joint Venture shall be the holder of all intellectual property rights, including copyrights, in the Instruments of Service prepared jointly or individually by the Parties and the Parties' consultants for the Project. Each Party shall have the right to use the Instruments of Service consistent with this Agreement. The Joint Venture shall convey to the Client the right to use the Instruments of Service as required in the Prime Agreement. No Party shall assign or transfer any copyright or other intellectual property interest in, permit reproduction of, or in any other way license or allow infringement of, any intellectual property rights in the Instruments of Service without written consent of the other Parties.

§ 7.1.2 To the extent permitted by the Prime Agreement, each Party shall retain all rights in intellectual property created prior to this Agreement and incorporated in the Instruments of Services. Each Party grants the Joint Venture a license to use any such intellectual property consistent with this Article.

§ 7.2 If a Party is in default under this Agreement, the other Parties may use and reproduce the defaulting Party's Instruments of Service, or the Instruments of Service of the defaulting Party's consultants, as required to fulfill the Joint Venture's obligations under the Prime Agreement.

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## ARTICLE 8 PUBLIC RELATIONS AND PROFESSIONAL CREDIT

### § 8.1 Public Statements and Media Relations

§ 8.1.1 For the duration of this Agreement, public statements and any media releases related to the Project, including the issuance of photographs and other images, are subject to the prior approval of the Policy Board.

§ 8.1.2 Unless otherwise agreed to in writing, public statements, issuance of photographs, and any media releases, following completion of the Project or termination of the Agreement, are subject to the prior approval of all Parties, which approval shall not be unreasonably withheld.

### § 8.2 Professional Credit

Notwithstanding the provisions of Section 8.1, each Party shall have the right to reference their involvement in the Project, subject to the professional credit requirements set forth in this Section 8.2.

§ 8.2.1 The Parties shall recognize and respect the professional contributions of one another and, in all marketing or other written or recorded materials related to the Project, the Parties and the Joint Venture shall accurately describe the scope and nature of each Party's respective responsibilities in connection with the Project.

§ 8.2.2 Professional credit shall be attributed to the Joint Venture for the design services provided for the Project.

§ 8.2.3 Attribution and professional credit for each Party, and for Consultants, shall be as determined by the Policy Board:

§ 8.3 The rights under this Article 8 are subject to any requirements of, or limitations under, the Prime Agreement.

## ARTICLE 9 INSURANCE

§ 9.1 Each Party shall maintain the following insurance until termination of this Agreement; with terms and conditions, and policy limits, equal to those required of the Joint Venture by the Prime Agreement, or as otherwise established by the Policy Board.

§ 9.1.1 Commercial General Liability coverage for bodily injury and property damage that does not exclude (1) joint and several liability arising from the Party's participation in the Joint Venture; or (2) the joint and several liabilities arising out of, or in connection with, the services performed under this Agreement or the Prime Agreement.

§ 9.1.2 Automobile Liability coverage for vehicles used by the Party, covering bodily injury, death of any person, and property damage, arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 9.1.3 Each Party may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required by the Prime Agreement or as otherwise established by the Policy Board. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits exclusively through the actual payment by the underlying insurers.

§ 9.1.4 Workers' Compensation, at statutory limits.

§ 9.1.5 Employers' Liability.

§ 9.1.6 Professional Liability, covering negligent acts, errors and omissions in the performance of professional services, and that does not exclude (1) services provided by or through a joint venture; or (2) the joint and several liabilities arising out of, or in connection with, the services performed under this Agreement or the Prime Agreement. Each Party shall carry a minimum of \$3 million coverage for coverage of its own services. The Client historically has allowed each Party's insurance to be combined to meet the contract requirements for professional liability. Each Party is responsible for portions of the work for which it has primary responsibility. Each Party shall use its own Professional Liability Insurance

first in the event of a claim. Once its Professional Insurance is exhausted, only then does the liability flow over to the other Party's Professional Liability Insurance.

§ 9.1.7 Other insurance as required by the Prime Agreement or the Policy Board.

§ 9.2 **Additional Insured Obligations.** To the fullest extent permitted by law, each Party shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by the Party's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

§ 9.3 Each Party shall provide certificates of insurance to the Policy Board that evidence compliance with the requirements in this Article 9. A Party shall provide notice to the Policy Board within three (3) business days of becoming aware of an impending or actual cancellation or expiration of any insurance required by this Agreement.

## ARTICLE 10 COMMENCEMENT, TERMINATION, AND DISSOLUTION

§ 10.1 This Joint Venture commences on the date of this Agreement.

§ 10.2 This Agreement shall remain in full force and effect until the earliest of the following occurs:

- .1 award of the Project to an individual or entity other than the Joint Venture;
- .2 termination by mutual written agreement of the Parties;
- .3 termination of the Agreement under this Article 10; or,
- .4 dissolution of the Joint Venture at the completion of all services required under the Prime Agreement, resolution of all claims arising under the Prime Agreement and this Agreement, and final disposition of all Joint Venture resources, property and funds in accordance with this agreement.

§ 10.3 The obligations of each Party to contribute, in accordance with this Agreement, to the satisfaction of debts and liabilities of the Joint Venture, shall survive dissolution or termination of this Agreement.

§ 10.4 A Party shall be considered immediately terminated under this Agreement upon occurrence of any of the following events: (1) death, disability, or any other circumstance ending or limiting the involvement, of an individual who cannot be replaced to the reasonable satisfaction of the Policy Board, or whose absence otherwise substantially impairs a Party's ability to perform under this Agreement; (2) filing for bankruptcy, dissolution, or liquidation; (3) making a general assignment for the benefit of creditors; (4) disbarment or suspension of professional license required to perform services under the Prime Agreement; (5) indictment under a criminal proceeding; or, (6) other incapacity of the Party that substantially impairs the Party's ability to perform under this Agreement.

§ 10.5 If a Party substantially fails to perform in accordance with the terms of this Agreement or the Prime Agreement, the members of Policy Board representing the other Parties may, by unanimous vote and upon not less than ten days' written notice, terminate the non-performing Party. During the ten-day notice period, the non-performing Party may cure the default or implement acceptable measures intended to cure the default. Termination is effective upon completion of the notice period if, in the unanimous judgment of the other members of the Policy Board, the non-performing Party has not cured the default or implemented acceptable measures intended to cure the default.

§ 10.6 Upon termination of a Party, the Joint Venture may complete the performance of the Prime Agreement without the participation of the terminated Party. The remaining Parties shall provide the resources necessary for completion of the Joint Venture's obligations under the Prime Agreement. The terminated Party's right to participate on the Policy Board and the Dispute Review Committee immediately ends upon termination. Any compensation due the terminated Party following termination under Section 10.4 or Section 10.5 is subject to Section 16.2.2. The Parties acknowledge the respective interests of each Party under Section 16.1 shall not limit the liability of the terminated Party in any way.

§ 10.7 If the Joint Venture does not enter into a Prime Agreement with the Client, or the Client terminates the Prime Agreement, no Party may enter into a contract to perform any services contemplated for the Project without the written consent of the other Parties.

§ 10.8 Prior to termination or dissolution of the Joint Venture under section 10.2, all facilities and Joint Venture property shall be disposed of at fair market value or at a price determined by the Policy Board, and the proceeds, together with any

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funds in the Joint Account, shall, after satisfaction of any advances made under Section 5.2.2.1, be distributed in proportion to the respective interests of each Party as described in Section 16.1.

§ 10.9 Nothing contained in this Agreement shall give an estate, trustee, executor, guardian, administrator, or other person or entity representing a terminated Party, or the terminated Party itself, the right to participate in the administration of the affairs of the Joint Venture. Any third party, such as a creditor, receiver, trustee, executor or administrator, asserting a claim or right of a Party to this Agreement, is limited to the proportional interest of such Party as described in Section 16.1.

§ 10.10 Except for the obligation to perform services required in the Prime Agreement, a terminated Party's obligations under this Agreement survive termination, including those set forth in Articles 7, 10, 11, and 12.

**ARTICLE 11 DISPUTE RESOLUTION AMONG THE PARTIES**

§ 11.1 The Policy Board shall endeavor to resolve all claims, disputes and other matters involving the Parties.

**§ 11.2 Dispute Resolution Committee**

If the Policy Board is unable to reach a unanimous decision on a matter, as a condition precedent to mediation and the method of binding dispute resolution set forth below, the Party initiating the dispute shall submit the claim, dispute, or other matter in question to the Dispute Resolution Committee with written notice to the other Parties. The Dispute Resolution Committee shall meet to discuss the claim, dispute, or other matter in question within fifteen (15) days of submission from the Party. The Dispute Resolution Committee may request additional information from the Parties, but in any event shall render a unanimous decision within fifteen (15) days of its initial meeting relating to the dispute. The Dispute Resolution Committee's unanimous decision shall be final and binding on the Parties.

§ 11.2.1 Each Party shall appoint one Dispute Committee Representative from its senior leadership to the Dispute Resolution Committee, who is not serving as a Primary Representative for the Party, and who is vested with full authority to make decisions on behalf of, and to bind, the Party. If at any time a Party's designated representative is unable to serve on the Dispute Resolution Committee, the Party shall appoint another qualified individual as its Party representative.

§ 11.2.2 The Parties identify the following Dispute Resolution Committee representatives:

Party	Dispute Resolution Committee Representative
Harding Partners, Inc.	Paul Harding
Mode Architects, P.C.	James Mo

**§ 11.3 Mediation**

§ 11.3.1 Any claim, dispute, or other matter in question, arising out of or related to this Agreement, that is submitted to the Dispute Resolution Committee and that the Dispute Resolution Committee is unable to decide by unanimous decision within the time set forth in Section 11.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 11.3.2 Unless the Parties mutually agree otherwise, mediations under this Agreement shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other Parties, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution. In such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration proceeding is stayed pursuant to this Section 11.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 11.3.3 The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 11.3.4 If the Parties do not resolve a dispute through mediation pursuant to this Section 11.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 11.4 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Parties do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 11.4 Arbitration**

**§ 11.4.1** If the Parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question, arising out of or related to this Agreement, and subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other Parties to this Agreement, and filed with the person or entity administering the arbitration. The Party filing a notice of demand for arbitration must assert in the demand all claims then known to that Party on which arbitration is permitted to be demanded.

**§ 11.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 11.4.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by the Parties, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 11.4.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 11.4.4 Consolidation or Joinder**

**§ 11.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any Party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 11.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any Party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 11.4.4.3** The Parties grant to any person or entity made a party to an arbitration conducted under this Section 11.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Parties under this Agreement.

**§ 11.5** In the event of a claim or dispute with the Client or another third party, no Party shall issue any public statement or other media release related to the claim or dispute prior to review and approval of the Policy Board or, if the Agreement has terminated, without prior review and approval of the principals from each Party.

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§ 11.6 The Parties shall continue to perform services required under this Agreement while all claims, disputes and other matters in question arising from this Agreement are pending under this Article 11.

§ 11.7 The provisions of this Article 11 shall survive the dissolution of the Joint Venture or termination of this Agreement.

#### ARTICLE 12 INDEMNIFICATION

§ 12.1 Each Party shall be responsible for liabilities, damages, losses and judgments of the Joint Venture under this Agreement on the basis of comparative fault determined pursuant to Sections 12.1.1 and 12.1.2, or to the extent fault cannot be reasonably allocated among the Parties under Sections 12.1.1 or 12.1.2, in proportion to each Party's respective interest in the Joint Venture as set forth in Section 16.1.

##### § 12.1.1 Indemnity for Professional Services Claims

Each Party shall indemnify the Joint Venture and the other Parties, as well as the officers and employees of the Joint Venture and indemnified Parties, and hold each of them harmless from and against any liabilities, damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the indemnifying Party, its employees, or its consultants, relating to the performance of professional services under this Agreement. The obligation to indemnify and hold harmless under this Section 12.1.1 does not include a duty to defend.

##### § 12.1.2 Indemnity for Other Claims

For liability resulting from acts and omissions other than those covered by Section 12.1.1, each Party shall indemnify, defend and hold harmless the Joint Venture and the other Parties, as well as the officers and employees of the Joint Venture and indemnified Parties, from and against any liabilities, damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent caused by the acts or omissions of the indemnifying Party, its employees or its consultants, relating to the performance of their obligations under this Agreement or to the obligations of the Joint Venture.

§ 12.2 The provisions of this Article 12 shall survive the dissolution or termination of this Agreement.

#### ARTICLE 13 LEGAL COUNSEL

§ 13.1 The Joint Venture shall retain, for the duration of this Agreement, legal counsel to provide legal services for the Joint Venture. No Party shall retain the legal counsel who is representing the Joint Venture to represent the individual interests of any Party without the consent of the other Parties. The expense of legal counsel shall be borne by each Party in proportion to its interest as described in Section 16.1, or as otherwise determined by the Policy Board.

§ 13.2 A Party may retain separate counsel to represent its interests at its own cost.

#### ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Unless another jurisdiction is designated below, this Agreement shall be governed by the law of the place designated in the Prime Agreement. If no designation is made in the Prime Agreement or below, the laws of the jurisdiction where the Project is located shall govern. In any event, the laws of the governing jurisdiction shall apply excluding that jurisdiction's choice of law rules. If the Parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 11.4.

*(If the laws of a jurisdiction other than that designated in the Prime Agreement shall govern this Agreement, identify the jurisdiction below.)*

§ 14.2 Where this Agreement requires one Party to notify or give notice to another Party, such notice shall be provided in writing to the Representative of the Party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 14.3 The Parties, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. No Party shall assign this Agreement without the written consent of the other Parties to this Agreement. Consent shall not be unreasonably withheld, provided that the successor Party reasonably demonstrates the ability to perform the professional services and meet the financial, insurance, and other obligations required under this Agreement and the Prime Agreement.

§ 14.4 If a Party intends to sell, assign, or transfer, or if a Party in any way encumbers, all or substantially all of its corporate assets, or directly or indirectly undergoes a change in corporate control, that Party shall promptly notify the other Parties. Upon receiving notice, the remaining members of the Policy Board may, by unanimous vote, either require the Party's successor to remain a party of the Joint Venture and satisfactorily perform its obligations or terminate the Party.

§ 14.5 The following shall be regarded as Confidential Information:

- .1 All information generated, developed, produced, or compiled, by the Joint Venture and the Parties, related to the Project and this Agreement.
- .2 Information received from another source specifically designated as "confidential" or "business Proprietary."

§ 14.5.1 If a Party transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the Party receiving such Confidential Information that the transmitting party is authorized by the Policy Board to transmit the Confidential Information. If a Party receives Confidential Information, that Party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 14.5.2.

§ 14.5.2 A Party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court, governmental entity or arbitrator. A Party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

## ARTICLE 15 SCHEDULE OF SERVICES

§ 15.1 The Parties agree to provide the services required by the Prime Agreement as set forth below:

*(Identify a Schedule of Services Exhibit describing each Party's responsibilities for performing services required by the Prime Agreement and identifying the Party or Parties providing services of the Co-Project Director and Co-Project Accountant.)*

For the Corliss High School Rehabilitation Project. Harding Partners shall be responsible for SOM Academic Building A, SOM Academic Building B, and SOM Athletic Building E. Mode Architects shall be responsible for SOM Academic Building C, SOM Arts Building D, and Site Work. The work is split up to be approximately 50% in construction value for each Party. If the program changes, the work will be rebalanced to achieve an approximate 50/50 split with each firm having distinct primary responsibilities for distinct program components. Future work with the client will be divided on this basis and documented with an attachment signed by both parties.

§ 15.2 The Joint Venture shall retain the Consultants. Each Party is responsible for the performance of the Consultants on portions of the work for which it has primary responsibility as outlined in Paragraph 15.1 above.

*(For each Party, list required Consultant's discipline and, if known, identify the Consultant by name and address.)*

*(Table deleted)*

## ARTICLE 16 INTEREST OF THE PARTIES, COMPENSATION, AND PAYMENTS

### § 16.1 Interests of the Parties

Except as set forth in Article 12, or as otherwise described in this Agreement or determined by the Policy Board, the interest of each Party in (a) compensation received under the Prime Agreement, (b) any contingencies held by the Joint Venture, and (c) assets obtained, and liabilities, and obligations incurred, by the Joint Venture in connection with the performance of this Agreement or the Prime Agreement, including any Joint Venture costs, shall be as follows:

Party	Percentage of Interest
Harding Partners	Forty-nine percent.
Mode Architects	Fifty-one percent.

### § 16.1.1 Division of Decision Making

Harding Partners: 50%. Mode Architects: 50%

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**§ 16.2 Progress Payments**

**§ 16.2.1** Progress Payments made from the Client to the Joint Venture shall be distributed among the Parties as set forth in this Section 16.2.1 and elsewhere in this Article 16.

*(Describe distribution of Progress Payments among the Parties on a per phase basis below or set forth in an Exhibit attached to this Agreement.)*

Phase	Party's Share of Progress Payment		
	Party Name	Party Name	Party Name
Schematic Design	Harding Partners, 49%	Mode Architects, 51%	
Design Development	Harding Partners, 49%	Mode Architects, 51%	
Construction Documents	Harding Partners, 49%	Mode Architects, 51%	
Procurement	Harding Partners, 49%	Mode Architects, 51%	
Construction Phase	Harding Partners, 49%	Mode Architects, 51%	

**§ 16.2.2** If a Party is terminated under this Agreement, the Representatives of the other Parties on the Policy Board may, upon written notice to the terminated Party, place funds yet to be disbursed to that Party in a separate account. Funds placed in a separate account may be used to reimburse the other Parties for additional costs incurred as a result of the termination. Any funds placed in a separate account shall be distributed to the terminated Party at the dissolution of the Joint Venture under Section 10.2, unless otherwise determined by the Policy Board. This Section 16.2.2 is not intended to limit any Party's rights and remedies.

**§ 16.3** Unless otherwise agreed upon by the Parties, the Joint Venture shall have no employees. Necessary personnel shall be provided from the staffs of the Parties. New personnel employed specifically for work on the Project will be employed by one of the Parties as determined by the Policy Board.

**§ 16.4** Each Party shall be compensated for reimbursable expenses to the same extent, and subject to the same terms and conditions, as reimbursements made to the Joint Venture under the Prime Agreement. The Joint Venture shall compensate the Parties for reimbursable expenses only after receipt of payment from the Client as provided in Section 16.2.1. Other expenses incurred prior to execution of the Prime Agreement, or that are not reimbursable pursuant to the Prime Agreement, shall be incurred at each Party's expense unless otherwise agreed to by the Policy Board.

**§ 16.5** Each Party shall submit invoices for services and reimbursable expenses in accordance with the requirements identified by the Policy Board. The Co-Project Directors shall review invoices and take appropriate action within ten days of receipt from a Party.

**§ 16.6** Disbursements to the Parties shall be made promptly after the Joint Venture receives payment from the Client under the Prime Agreement. The Joint Venture shall disburse payments from the Client to each Party in proportion to the amounts received from the Client that are attributable to the Party's services rendered and Reimbursable Expenses incurred and in accordance with the provisions of this Article 16. Receipt of payment from the Client shall be a condition precedent to the Joint Venture's obligation to disburse payments to the Parties under this Article 16. All checks shall carry signatures of the Co-Project Directors.

**ARTICLE 17 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 18 SCOPE OF THE AGREEMENT**

**§ 18.1** This Agreement represents the entire and integrated agreement among the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written

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instrument signed by all the Parties. If the Prime Agreement is executed or modified after execution of this Agreement, the Parties agree, if necessary, to negotiate in good faith to prepare an amendment and restatement of this Agreement acceptable to the Parties.

§ 18.2 This Agreement is comprised of the following documents:

- .1 AIA Document C101™-2018, Standard Form Joint Venture Agreement for Professional Services;
- .2 Prime Agreement between the Client and Joint Venture, including all applicable exhibits thereto, attached as Exhibit A when executed;
- .3 Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*
  
- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

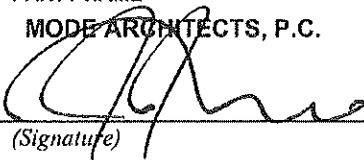
PARTY NAME  
HARDING PARTNERS, INC.

\_\_\_\_\_  
*(Signature)*

Paul A. Harding  
President

\_\_\_\_\_  
*(Printed name and title)*

PARTY NAME  
MODE ARCHITECTS, P.C.

  
\_\_\_\_\_  
*(Signature)*

James Mo  
President

\_\_\_\_\_  
*(Printed name and title)*

| *(Paragraphs deleted)*

instrument signed by all the Parties. If the Prime Agreement is executed or modified after execution of this Agreement, the Parties agree, if necessary, to negotiate in good faith to prepare an amendment and restatement of this Agreement acceptable to the Parties.

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- .2 Prime Agreement between the Client and Joint Venture, including all applicable exhibits thereto, attached as Exhibit A when executed;
- .3 Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*
  
- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

PARTY NAME

HARDING PARTNERS, INC.

*Paul A. Harding*

*(Signature)*

Paul A. Harding  
President

*(Printed name and title)*

PARTY NAME

MODE ARCHITECTS, P.C.

*(Signature)*

James Mo  
President

*(Printed name and title)*

*(Paragraphs deleted)*

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

**(SCHEDULE FOLLOWS)**



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

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago  
(Name of Bidder)

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 (2 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

**PARTIAL PAY ITEMS**

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

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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 (Contractor) will enter into a formal agreement for the above work with the 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.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)

IF APPLICABLE:  
BY:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

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

**(SCHEDULE FOLLOWS)**



**SCHEDULE D**

**Affidavit of Professional Service Provider Regarding MBE/WBE Participation (2 of 2)**

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor 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.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Harding Partners  
Name of Professional Service Provider (Name)  
12.19.18  
Date  
(312) 265-5310  
Phone

Paul A. Harding  
Signature  
Paul Harding  
Name (Print)

IF APPLICABLE:

BY:

Mode Architects, PC  
Name of Professional Service Provider (Name)  
12.19.18  
Date  
(312) 475-9918

Jung J. Mo  
Signature  
Jung J. Mo  
Name (Print)  
MBE  WBE  Non-MBE/WBE

**Business & Contact Information**

BUSINESS NAME	<b>Mode Architects, P.C.</b>	
OWNER	Mr. Jung J Mo	
ADDRESS	213 W. Institute Place Suite 712 Chicago, IL 60610	<a href="#">Map This Address</a>
PHONE	312-475-9918 Ext. 101	
FAX	312-262-2516	
EMAIL	<a href="mailto:jmo@modearchitectspc.com">jmo@modearchitectspc.com</a>	

**Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	8/22/2018
RENEWAL DATE	10/15/2019
EXPIRATION DATE	10/15/2021
CERTIFIED BUSINESS DESCRIPTION	NAICS 541310 Architectural (except landscape) services Architect Services, Professional;Architectural Consulting

**Commodity Codes**

Code	Description
NAICS 541310	Architectural (except landscape) services

**Additional Information**

WARD	27
COMMUNITY AREA	8 Near North Side