

**PUBLIC BUILDING COMMISSION OF CHICAGO  
MINUTES OF THE RESCHEDULED MEETING OF THE  
BOARD OF COMMISSIONERS HELD ON SEPTEMBER 10, 2020 AT 2:30 P.M.**

**The following Commissioners were present:**

Chairman Lori E. Lightfoot  
Olga Camargo  
James F. Ellis, Jr.  
Avis LaVelle  
Jose G. Maldonado, Jr.  
Toni Preckwinkle  
Arnold L. Randall  
Samuel Wm. Sax  
Mariyana Spyropoulos  
David Todd Whittley – 10

**Attendees present were:**

Carina E. Sánchez

R. Giderof	L. Neal	A. Wiggins
A. Fredd	S. Neuert	M. Witry
L. Lypson	B. Payne	
R. Manning	T. Foucher-Weekley	

Due to COVID 19, the virtual meeting of the Board of Commissioners of the Public Building Commission of Chicago was held via Zoom on September 10, 2020 at 2:30 p.m. The meeting was livestreamed on the PBC's YouTube and Facebook accounts.

The meeting was called to order by Chairman Lightfoot, and the presence of a quorum was established.

Following the roll call, the Commissioners were advised that there were no speakers who had registered for the public participation period pursuant to Section 2.06(g) of the Open Meetings Act.

Next, Chairman Lightfoot presented to the Commissioners for consideration of approval of the minutes of the board meeting held on March 10, 2020. The reading of said minutes, which

had previously been distributed, was dispensed with and upon motion duly made and seconded, the minutes of the March 10, 2020 meeting were unanimously approved.

The next item on the agenda was a report by the Executive Director regarding Notice of Awards for contracts \$25,000 and under. She advised the Commissioners that one contract had been awarded since her last report pursuant to her authority as Executive Director to procure supplies and services necessary to carry out the purposes of the Public Building Commission in an amount under \$25,000. The report was accepted, and a copy of the Notice of Awards report is attached hereto as **Exhibit "A"**.

Next, the Executive Director advised the Commissioners regard a name change due to the acquisition of GSG Material Testing by Princeton Technical Services. She reported that Princeton had purchased all of the assets and staff of GSG Material Testing, a specialty consulting firm providing Material Testing Services to the Public Building Commission. She noted further that all staff of GSG would remain following the completion of the acquisition.

Commissioner Maldonado then provided a report by the Administrative Operations (AO) Committee regarding its meeting held on September 2, 2020 which is summarized as follows:

The Chief of Staff reported that this meeting included approvals and reports from the last AO Meeting which occurred on March 4, 2020 to August 28, 2020.

The Chief of Staff reported on nineteen task order awards for Specialty Consultant Services and twelve task order awards for Architect of Record Services to previously appointed firms. Eighteen of the awards are to Minority or Women Business Enterprise firms.

The Chief of Staff reported on the Design Build and Construction Manager Guaranteed Maximum Price (GMP) Reports on various projects.

The Chief of Staff provided a recommendation to approve amendments to forty-three program-wide Specialty Consultant Agreements, three Design Architect Agreements and to a firm that provides photographic documentation services at project sites. These amendments are all for time only and extend the term of the agreements through December 31, 2022.

She also reported on a recommendation to approve amendments for insurance brokerage services to Mesirow Insurance Services, Inc. for property/casualty and health benefits coverage in amount of \$116,000 and to CS Insurance Strategies, Inc., an MBE firm, for crime, bonds and Director's and Officers' liability insurance, in the amount of \$6,000, both for terms through October 2021. The final amendment was for Landscape Design Services in the amount of \$2,059 to Terry Guen Design Associates for work at the Taft Freshman Academy Connector Path.

The Chief Development Officer reported on field orders issued and provided a recommendation to ratify Change Orders that were processed from April to August.

- Change Orders in the amount (\$797,933.10) for unused Allowances at the South Loop Elementary School Annex Project, in the amount of (\$612,925.11) at the Dore Elementary School Project and in the amount of (\$177,568.51) at the Sheridan Elementary School Annex Project.
- Change Orders for Liquidated Damages assessed in the amount (\$48,235.23) at the Oriole Park Elementary School Project and in the amount of (\$5,857.16) at the Columbia Explorers Modular Project.
- Change Orders in the amount of \$42,924.52 for work at the Lincoln Park High School Renovation Project and in the amount of \$81,674.73 at the Prussing Elementary School Annex and Renovation Project. The change orders for the school projects are all within the current Board of Education Funding Authority and PBC Board Undertaking amounts.
- Change Orders for work at the Chicago Park District Group B Projects for Facility Renovations at Robichaux and Harrison Parks, in the amounts of \$67,906.03 and \$131,736.94. The change orders for park projects are within the Undertaking Authority approved for the Parks Capital Improvement Program at the January 10, 2017 Board Meeting.

The AO Committee accepted the recommendations and reports from the PBC representatives.

A copy of the Task Orders Report for the period April 2020 through August 28, 2020 is attached hereto as Exhibit **"B."**

A copy of the Design Build Report is attached hereto as **Exhibit "C"**.

A copy of the Construction Manager Report is attached hereto as **Exhibit "D"**.

A copy of the Proposed Amendment Report is attached hereto as **Exhibit "E"**.

A copy of the Change Order Report is attached hereto as **Exhibit "F"**.

Following consideration of the AO Committee report and upon motion duly made and seconded, the following Resolution was adopted by the Board of Commissioners:

**RESOLUTION NO. 8541**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission of Chicago hereby approves the amendments to the professional services agreements for the projects as indicated on the document entitled, “Proposed Professional Services Amendments Report to the Administrative Operations Committee” and attached to the minutes of this meeting as **Exhibit “E”**.

**Commissioners voting in the affirmative:**

Chairman Lightfoot, Olga Camargo,  
James F. Ellis, Jr., Avis LaVelle,  
Jose G. Maldonado, Jr., Toni Preckwinkle,  
Arnold L. Randall, Samuel Wm. Sax,  
Mariyana Spyropoulos and David Todd Whittlely – 10

**Commissioners voting in the negative:**

None

**RESOLUTION NO. 8542**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission of Chicago hereby approves the change orders to the projects as indicated on the document entitled, “Proposed Change Order Report to the Administrative Operations Committee” and attached to the minutes of this meeting as **Exhibit “F”**.

**Commissioners voting in the affirmative:**

Chairman Lightfoot, Olga Camargo,  
James F. Ellis, Jr., Avis LaVelle,  
Jose G. Maldonado, Jr., Toni Preckwinkle,  
Arnold L. Randall, Samuel Wm. Sax,  
Mariyana Spyropoulos and David Todd Whittlely – 10

**Commissioners voting in the negative:**

None

The next item on the agenda was a report by Executive Director Sánchez regarding regular reports, development status and other matters. She advised the Commissioners that the Public Building Commission had remained focused on the delivery of projects on behalf of its clients during the world-wide pandemic and national civil unrest that had ensued since the last Board Meeting. PBC construction sites continued to operate even while facing labor and supply challenges. PBC has completed 11 Chicago Public School projects for the start of this academic school year. These projects include renovations to three Chicago Southside high schools at Corliss, Kenwood Academy and Washington. Also, renovation work was completed at Locke Elementary School, and seven annexes were constructed along with their relevant renovation work the following schools: Decatur Classical Elementary School; McDade Classical Elementary School; Palmer Elementary School; Poe Classical Elementary School; Rogers Elementary School; Dirksen Elementary School; and Waters Elementary School.

Once students are able to safely attend class again, these modern, cutting-edge facilities are places where our future leaders across the City can network, study and learn while being afforded an opportunity for a first-rate educational experience in facilities that are structured to enhance the learning experience.

In addition, since the last board meeting, the PBC completed the renovation and modernization of the Merlo Branch Library in the Lake View community and we were honored to be present on its official opening day with the Mayor, Alderman Tunney, former Commissioner Andrea Telli and members of the Merlo family to commemorate the special occasion.

The project included building repairs and upgrades in support of the delivery of the Library's brand services and programs including an early learning center, YOUmedia digital media lab, and meeting and study spaces.

The front entrance was enhanced by the installation of a new vestibule, monumental stairs, and a handicap accessible ramp to allow for full access by all. The mechanical, electrical and plumbing systems were all upgraded.

The \$6M project achieved 32% MBE/WBE participation and employed a number of minority journeyworkers, apprentices, laborers and female apprentices.

The Executive Director also reported that the Richard J. Daley College Manufacturing Technology & Engineering Center (MTEC) received LEED (Leadership in Energy & Environmental Design) Gold Certification from the U.S. Green Building Council (USGBC). This project was completed in partnership with City Colleges of Chicago.

The project achieved LEED Gold certification for implementing strategies and solutions aimed at achieving high performance in sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality.

The project was also recently featured in the Interior Design Magazine.

The PBC also stayed connected with various entities as part of CTA's "Construction Talks" series. The virtual interactive programs provided information to those seeking a way to enter or further their development in the construction industry, an opportunity to interact with a variety of organizations at once while learning how the agencies can assist with training and support programs.

Our team participated and co-hosted three sessions with Cook County Workforce Partnership, City Colleges of Chicago, Pace, the Safer Foundation and Turner Construction.

We received a great deal of positive feedback following these sessions.

The Executive Director also reported that the PBC worked closely with the Building Manager (MBRE), the City, County and State to implement protocols to ensure a safe environment to individuals visiting the Richard J. Daley Center and surrounding governmental buildings (i.e., the “government campus”). She was honored to participate in the committee tasked with developing industry guidelines for reopening – specifically for Office and Real Estate responsible for large commercial and residential buildings. Our goal was and remains to ensure everyone’s safety and health.

Finally, during this challenging time for our City, members of the PBC family stepped up and contributed to activities across the City. Some examples include volunteering at the Chicago Food Depository, Lake View Food Pantry, helping to clean up in the 8<sup>th</sup> Ward and other parts of the City, providing care packages for essential workers in conjunction with Metropolitan Family Services and passing out free backpacks to children in neighborhoods greatly impacted by COVID. We also wanted to do our part as an agency to ensure that the City’s COVID efforts and resources were being widely distributed so we utilized PBC’s social media platforms and networks to help promote and distribute information to our network.

The Executive Director expressed gratitude for the wonderful team members at the PBC who have stepped up to support our agency and each other as we face these unprecedented challenges. Together we will come out of this stronger and better.

The next items on the agenda, consideration of approval of an Undertaking Request from the City of Chicago for the development of Phase 2 of the Joint Public Safety Training Campus (JPSTC) located at 4301 West Chicago Avenue. The project will include the design and construction of various outdoor training elements for City of Chicago’s first responders for an

estimated budget in the amount of \$20,000,000. The Undertaking will include the scope services required to support Project development, such as professional, technical, construction, administrative and management services, but does not include the JPSTC master plan and schematic design currently the responsibility of the Public Safety Community Builders Joint Venture (PSCB JV) as part of Phase 1 of the JPSTC. Following consideration, and upon motion duly made and seconded, the following resolution was approved:

**RESOLUTION NO. 8543**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission of Chicago hereby approves the Undertaking Request from the City of Chicago for the development of Phase 2 of the Joint Public Safety Training Campus (JPSTC) located at 4301 West Chicago Avenue at an estimated project budget of \$20,000,000.

**BE IT FURTHER RESOLVED** that the Executive Director and appropriate officers of the Public Building Commission are hereby authorized and directed to undertake such action and to execute such documents, upon approval by Legal Counsel as to form and legality, as may be necessary and appropriate in order to effectuate this Resolution.

**Commissioners voting in the affirmative**

Chairman Lightfoot, Olga Camargo,  
James F. Ellis, Jr., Avis LaVelle,  
Jose G. Maldonado, Jr.,  
Arnold L. Randall, Samuel Wm. Sax,  
Mariyana Spyropoulos and David Todd Whittlely – 9

**Commissioners voting in the negative:**

Toni Preckwinkle -1

Next, the Commissioners were presented for consideration of approval on an Intergovernmental Agreement (IGA) with the State of Illinois Workers' Compensation Commission (IWCC) for rental space in the Richard J. Daley Center. Pursuant to the IGA, the IWCC would enter into an agreement with the Public Building Commission to utilize space (NO. LL-14 and LL-17) on the Lower Level of the Daley Center, consisting of approximately 8,322



useable square feet, constituting approximately 1.008% of the Building, for general administrative offices. IWCC would pay as “Rent” for the space that it occupies a pro rata share (1.008%) of the operating expenses and capital improvements for the building as set forth in the annual budgets approved by the Public Building Commission. The term of the rental agreement would be 120 months, with the option to extend for two (2) consecutive five (5) year periods upon the same terms and conditions. Following discussion, the following resolution was adopted:

**RESOLUTION NO. 8544**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission of Chicago hereby approves the Intergovernmental Agreement to Utilize Space (NO. LL-14 and LL-17) on the Concourse Level of the Richard J. Daley Center between the Public Building Commission of Chicago and the State of Illinois Workers’ Compensation Commission, substantially in the form attached hereto and incorporated herein as **Exhibit “G”**.

**BE IT FURTHER RESOLVED** that the Executive Director and appropriate officers of the Public Building Commission are hereby authorized to enter into the Intergovernmental Agreement and to execute such documents, upon approval as to form and legality by Legal Counsel, and undertake such actions as may be necessary and appropriate in order to effectuate this Resolution.

**Commissioners voting in the affirmative:**

Chairman Lightfoot, Olga Camargo,  
James F. Ellis, Jr., Avis LaVelle,  
Jose G. Maldonado, Jr., Toni Preckwinkle,  
Arnold L. Randall, Samuel Wm. Sax,  
Mariyana Spyropoulos and David Todd Whittleby – 10

**Commissioners voting in the negative:**

None

Finally, the Commissioners were presented for consideration of approval on an Intergovernmental Agreement (IGA) with the State of Illinois Liquor Control Commission (ILCC) for rental space in the Richard J. Daley Center. Pursuant to the IGA, the IWCC would

enter into an agreement with the Public Building Commission to utilize space (NO. 209) on the Second Floor of the Daley Center, consisting of approximately 6,040 useable square feet, constituting approximately 0.739% of the Building, for general administrative offices. ILCC would pay as “Rent” for the space that it occupies a pro rata share (0.739%) of the operating expenses and capital improvements for the building as set forth in the annual budgets approved by the Public Building Commission. The term of the rental agreement would be 120 months, with the option to extend for two (2) consecutive five (5) year periods upon the same terms and conditions. Following discussion, the following resolution was adopted:

**RESOLUTION NO. 8545**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission of Chicago hereby approves the Intergovernmental Agreement to Utilize Space (NO. 209) on the Second Floor of the Richard J. Daley Center between the Public Building Commission of Chicago and the State of Illinois Liquor Control Commission, substantially in the form attached hereto and incorporated herein as **Exhibit “H”**.

**BE IT FURTHER RESOLVED** that the Executive Director and appropriate officers of the Public Building Commission are hereby authorized to enter into the Intergovernmental Agreement and to execute such documents, upon approval as to form and legality by Legal Counsel, and undertake such actions as as may be necessary and appropriate in order to effectuate this Resolution.

**Commissioners voting in the affirmative:**

Chairman Lightfoot, Olga Camargo,  
James F. Ellis, Jr., Avis LaVelle,  
Jose G. Maldonado, Jr., Toni Preckwinkle,  
Arnold L. Randall, Samuel Wm. Sax,  
Mariyana Spyropoulos and David Todd Whittley – 10

**Commissioners voting in the negative:**

None

There being no further business to come before the Board, the meeting was adjourned.

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Secretary

APPROVED:

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Chairman



# UNDER \$25,000 CONTRACTS

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

September 2020				
Contract No.	Project Name	Service	Firm	Award Amount
PS3052	Read Dunning School (Taft Freshman Academy)	Civil Engineering Services	GSG Consultants, Inc.	\$ 15,360.00



# Task Orders Awarded against Term Contracts

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

September 2020		
Number of Task Orders	Type of Service	Total Dollar for type of Service
2	Geotechnical Investigation	\$ 33,649.35
10	Material Testing	\$ 581,253.00
1	Environmental Reno/Demo	\$ 37,080.00
5	Environmental Engineering	\$ 617,493.49
1	Surveyor	\$ 18,000.00
<b>19</b>	<b>Task Orders Awarded from April 2020 to August 28, 2020</b>	<b>\$ 1,287,475.84</b>

Task Orders					
Project	Service	Process	Contractor	MBE/WBE	Total Dollar
Read Dunning School	Geotechnical Investigation	Additional Services	GSG Consultants	MBE	\$ 10,050.00
Brooks College Prep	Material Testing	Additional Services	Design Consulting Engineers	MBE	\$ 29,560.00
Legler Regional Library	Material Testing	Rotation	Design Consulting Engineers	MBE	\$ 32,000.00
Decatur Classical ES	Material Testing	Additional Services	Interra, Inc.	MBE	\$ 39,500.00
Rogers ES	Material Testing	Rotation	ECS Midwest, LLC		\$ 196,773.00
Decatur Classical ES	Environmental Engineering	Cradle to Grave	Carlson Environmental		\$ 92,400.00
Palmer ES	Material Testing	Rotation	Design Consulting Engineers	MBE	\$ 196,900.00
Ebinger ES	Material Testing	Additional Services	Design Consulting Engineers	MBE	\$ 1,150.00
Ebinger ES	Material Testing	Additional Services	Design Consulting Engineers	MBE	\$ 38,770.00
Salt Dome Replacement Facility (Grand Avenue)	Environmental Engineering	Rotation	AECOM Technical Services, Inc.		\$ 6,887.00
Engine Company 115	Surveyor	Additional Services	Terra Engineering, Ltd	WBE	\$ 18,000.00
Kenwood Academy Renovation	Material Testing	Rotation	SEECO Consultants		\$ 17,300.00
Rickover HS Education Program	Environmental Reno/Demo	Cradle to Grave	Verde2 Environmental Solutions		\$ 37,080.00
Engine Company 115	Material Testing	Additional Services	GSG Material Testing	MBE	\$ 10,300.00
Decatur Classical ES	Environmental Engineering	Cradle to Grave	Carlson Environmental		\$ 219,946.79
Decatur Classical ES	Geotechnical Investigation	Additional Services	ECS Midwest, LLC		\$ 23,599.35
Read Dunning School	Material Testing	Rotation	GSG Material Testing	MBE	\$ 19,000.00
Prussing ES	Environmental Engineering	Cradle to Grave	O'Brien & Gere Engineers		\$ 21,259.70
Salt Dome Replacement Facility (Grand Avenue)	Environmental Engineering	Cradle to Grave	AECOM Technical Services, Inc.		\$ 277,000.00
Task Orders Awarded from April 2020 to August 28, 2020					<b>\$ 1,287,475.84</b>



## Task Orders Awarded to AOR/EOR Firms

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

September 2020				
Project Name	Service	Firm	MBE/WBE	Task Order Amount
Legler Regional Library	Architect of Record Services to provide coordination, drawing revisions, specifications and submittal review for mini-blind substitution; Roofing observation	RATIO Architects, Inc.		\$ 25,075.00
Decatur Classical ES Annex and Renovation	Architect of Record Services for additional roof inspection work	Muller & Muller, Ltd.	WBE	\$ 16,632.00
Dirksen ES Annex and Renovation	Architect of Record Services for provide coordination, review, and design for additional roof scope; Provide structural analysis of existing structure; Measure interior/exterior classroom sound levels	Studio ARQ, LLC	MBE	\$ 24,000.00
Esmond ES Annex and Renovation	Architect of Record Services for additional split HVAC system; Preparation of design drawings and equipment specifications required required for split HVAC system	Onyx Architectural services, Inc.	MBE	\$ 3,440.00
Esmond ES Annex and Renovation	Architect of Record Services for evaluation and structural design and details of lintels in various locations; Review, evaluation, and production of engineering documents for evaluation and structural design and details of lintels in various locations	Onyx Architectural services, Inc.	MBE	\$ 24,349.00
Poe Classical ES Annex and Renovation	Architect of Record Services to add clocks, provide drawings and relocate exiting speaker	Moody Nolan, Inc.		\$ 4,800.00
Rogers ES Annex and Renovation	Architect of Record Services for furniture equipment, sink layout, plumbing and electrical scope; Plumbing, electrical scope and record drawings (Expanded Arts Program)	Urban Works, Inc.	MBE/WBE	\$ 5,898.00
Merlo Branch Library	Architect of Record Services for client changes, unforeseen conditions and FF&E selection revisions	Ross Barney Architects PC	WBE	\$ 34,573.00
Prussing ES Annex and Renovation	Architect of Record Services for Phase 2 Load Testing	Legat Architects, Inc.		\$ 53,713.13
Ebinger ES Annex	Architect of Record Services for client directed revisions to Principal's Office and waterproofing underground tunnel ceiling	Studio ARQ, LLC	MBE	\$ 11,000.00
Rickover HS Education Program Renovations	Architect of Record Services for hydronic piping system	Globetrotters Engineering Corporation	MBE	\$ 43,522.19
Salt Dome Replacement Center	Engineer of Record design, site development, construction, and related services	HBK Engineering		\$ 728,122.50



# Design Build Report

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

**Sep-20**

Project Name	Client	Design Builder (DB)	Service Provided	Board Authority	Initial GMP	Amendment 1 GMP
Hancock Replacement School	Chicago Public Schools	KRM/ALL Joint Venture	Design-Build Services	Mar-19	\$36,516,786.00	
Engine Company 115	City of Chicago	Ujamaa/Trice JV	Design-Build Services	Mar-19	\$10,716,936.00	\$ 21,674,405.00



# Construction Manager Report

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

Sep-20								
Project Name	Client	Construction Manager (CM)	Service Provided	Board Authority	Initial GMP	Amendment 1 GMP	Amendment 2 GMP	Amendment 3 GMP
Decatur Classical School Annex & Renovations	Chicago Public Schools	Berglund Construction	Construction Manager Services	Dec-18	\$11,655,853.24	\$ 20,750,000.00	\$ 22,389,600.00	
McDade Classical School Annex & Renovations	Chicago Public Schools	Paschen/BOWA JV	Construction Manager Services	Dec-18	\$7,850,000.00	\$ 12,605,000.00		
Palmer Elementary School Annex & Renovations	Chicago Public Schools	Blinderman Construction	Construction Manager Services	Dec-18	\$9,200,000.00	\$ 17,800,000.00	\$ 18,390,450.00	
Poe Classical School Annex & Renovations	Chicago Public Schools	Berglund Construction	Construction Manager Services	Dec-18	\$6,000,000.00	\$ 13,978,000.00		
Rogers Elementary School Annex & Renovations	Chicago Public Schools	Henry Bros. Co.	Construction Manager Services	Dec-18	\$10,100,000.00	\$ 16,160,000.00		
Dirksen Elementary School Annex & Renovations	Chicago Public Schools	Paschen/BOWA JV	Construction Manager Services	Dec-18	\$18,000,000.00	\$ 29,000,000.00	\$ 32,139,100.00	
Waters Elementary School Annex & Renovations	Chicago Public Schools	Gilbane Building Company	Construction Manager Services	Feb-19	\$7,400,000.00	\$ 22,780,000.00		
Gwendolyn Brooks College Preparatory Academy High School Athletic Amenities	Chicago Public Schools	BOWA	Construction Manager Services	Feb-19	\$3,160,000.00	\$ 7,300,000.00		
Charles A. Prosser Career Academy Renovations	Chicago Public Schools	Bulley & Andrews	Construction Manager Services	Feb-19	\$11,300,000.00	\$ 12,550,000.00	\$ 12,633,000.00	
Rickover High School Education Program	Chicago Public Schools	Henry Bros. Co.	Construction Manager Services	Feb-19	\$14,600,000.00	\$ 17,619,489.34	\$ 25,116,698.00	\$ 26,579,675.00
George Henry Corliss High School Renovations	Chicago Public Schools	F.H. Paschen	Construction Manager Services	Feb-19	\$7,410,000.00	\$ 16,170,000.00		
Kenwood Academy High School Renovations	Chicago Public Schools	Gilbane Building Company	Construction Manager Services	Feb-19	\$3,800,000.00	\$ 10,760,000.00		
Josephine Locke Elementary School Renovations	Chicago Public Schools	Berglund Construction	Construction Manager Services	Feb-19	\$6,329,632.13	\$ 23,500,000.00	\$ 24,160,000.00	
Joseph Lovett Elementary School	Chicago Public Schools	Blinderman/ALL JV	Construction Manager Services	Feb-19	\$1,600,000.00			
George Washington High School Renovations	Chicago Public Schools	Ujamaa Construction, Inc.	Construction Manager Services	Feb-19	\$6,400,000.00	\$ 10,200,000.00		



**Public Building Commission of Chicago**  
**Proposed Amendment Report to the Administrative Operations Committee**  
**September 2, 2020**

Amendment	Project	Consultant	Agreement No.	Service	Reason for the Proposed Amendment	Current Not-to-Exceed Value per Agreement	Amount of the Proposed Amendment	Revised Agreement Including Proposed Amendments
1	Program Wide	Multiple	PS2060A-J AM004	Specialty Consultants: Environmental Engineering Services	<p>This amendment extends the term of the following program-wide Agreements through December 31, 2022. Task Orders to be issued on a Project-specific basis.</p> <ol style="list-style-type: none"> <li>1. AECOM Technical Services, Inc (PS2060A)</li> <li>2. Wood Environment &amp; Infrastructure Solutions, Inc. (PS2060B)</li> <li>3. Carlson Environmental, Inc. (PS2060C)</li> <li>4. Carnow, Conibear &amp; Assoc., Ltd. (PS2060D) WBE</li> <li>5. Environmental Design International, Inc. (PS2060E) MBE/WBE</li> <li>6. GSG Consultants, Inc. (PS2060F) MBE</li> <li>7. O'Brien and Gere Engineers, Inc. (PS2060G)</li> <li>8. Terracon Consultants, Inc. (PS2060H)</li> <li>9. Tetra Tech, Inc. (PS2060I)</li> <li>10. V3 Companies, Ltd. (PS2060J)</li> </ol> <p>The scope of services in this amendment are an extension of the services included in the original agreement.</p>	\$3,000,000.00	\$0.00	\$3,000,000.00
2	Program Wide	Multiple	PS2061A-H AM003	Specialty Consultants: Environmental Renovation/ Demolition	<p>This amendment extends the term of the following program-wide Agreements through December 31, 2022. Task Orders to be issued on a Project-specific basis.</p> <ol style="list-style-type: none"> <li>1. Accurate / GSG JV (PS2061A) MBE</li> <li>2. Wood Environment &amp; Infrastructure Solutions, Inc (PS2061B)</li> <li>3. ATC Group Services, LLC (PS2061C)</li> <li>4. Carnow, Conibear &amp; Assoc., Ltd. (PS2061D) WBE</li> <li>5. Environmental Design International, Inc. (PS2061E) MBE/WBE</li> <li>6. GSG Consultants, Inc. (PS2061F) MBE</li> <li>7. Terracon Consultants, Inc. (PS2061G)</li> <li>8. Verde2 Environmental Solutions, LLC (PS2061H)</li> </ol> <p>The scope of services in this amendment are an extension of the services included in the original agreement.</p>	\$1,500,000.00	\$0.00	\$1,500,000.00

**Public Building Commission of Chicago**  
**Proposed Amendment Report to the Administrative Operations Committee**  
**September 2, 2020**

Amendment	Project	Consultant	Agreement No.	Service	Reason for the Proposed Amendment	Current Not-to-Exceed Value per Agreement	Amount of the Proposed Amendment	Revised Agreement Including Proposed Amendments
3	Program Wide	Multiple	PS2062A-F AM003	Specialty Consultants: Geotechnical Investigation	<p>This amendment extends the term of the following program-wide Agreements through December 31, 2022. Task Orders to be issued on a Project-specific basis.</p> <ol style="list-style-type: none"> <li>1. AECOM Technical Services, Inc. (PS2062A)</li> <li>2. ECS Midwest (PS2062B)</li> <li>3. GSG Consultants, Inc. (PS2062C) MBE</li> <li>4. Terracon Consultants (PS2062D)</li> <li>5. SEECO Consultants, Inc. (PS2062E)</li> <li>6. Weaver Consultants Group North Central, LLC (PS2062F)</li> </ol> <p>The scope of services in this amendment are an extension of the services included in the original agreement.</p>	\$900,000.00	\$0.00	\$900,000.00
4	Program Wide	Multiple	PS2063A-G AM003	Specialty Consultants: Surveyor Services	<p>This amendment extends the term of the following program-wide Agreements through December 31, 2022. Task Orders to be issued on a Project-specific basis.</p> <ol style="list-style-type: none"> <li>1. American Surveying &amp; Engineering P.C. (PS2063A) MBE</li> <li>2. DB Sterlin Consultants, Inc. (PS2063B) MBE</li> <li>3. Environmental Design International, Inc. (PS2063C) MBE / WBE</li> <li>4. Landmark Engineering, LLC (PS2063D)</li> <li>5. Terra Engineering, Ltd. (PS2063E) WBE</li> <li>6. V3 Companies, Ltd. (PS2063F)</li> <li>7. Weaver Consultants Group North Central, LLC (PS2063G)</li> </ol> <p>The scope of services in this amendment are an extension of the services included in the original agreement.</p>	\$400,000.00	\$0.00	\$400,000.00

**Public Building Commission of Chicago**  
**Proposed Amendment Report to the Administrative Operations Committee**  
**September 2, 2020**

Amendment	Project	Consultant	Agreement No.	Service	Reason for the Proposed Amendment	Current Not-to-Exceed Value per Agreement	Amount of the Proposed Amendment	Revised Agreement Including Proposed Amendments
5	Program Wide	Multiple	PS2064A-G AM003	Specialty Consultant: Traffic Study Services	<p>This amendment extends the term of the following program-wide Agreements through December 31, 2022. Task Orders to be issued on a Project-specific basis.</p> <ol style="list-style-type: none"> <li>1. AECOM Technical Services, Inc. (PS2064A)</li> <li>2. DLZ Illinois, Inc. (PS2064B)</li> <li>3. Globetrotters Engineering Corporation (PS2064C) MBE</li> <li>4. Knight E/A (PS2064D)</li> <li>5. Primera Engineering, Ltd. (PS2064E) WBE</li> <li>6. Terra Engineering, Ltd. (PS2064F) WBE</li> <li>7. V3 Companies, Ltd. (PS2064G)</li> </ol> <p>The scope of services in this amendment are an extension of the services included in the original agreement.</p>	\$300,000.00	<b>\$0.00</b>	\$300,000.00
6	Program Wide	Multiple	PS2065A-B, D-F AM004	Specialty Consultants: Material Testing	<p>This amendment extends the term of the following program-wide Agreements through December 31, 2022. Task Orders to be issued on a Project-specific basis.</p> <ol style="list-style-type: none"> <li>1. Design Consulting Engineers (PS2065A) MBE</li> <li>2. ECS Midwest, LLC (PS2065B)</li> <li>3. Princeton Technical Services, Inc. (FKA GSG Material Testing) (PS2065D) MBE</li> <li>4. Interra, Inc. (PS2065E) MBE</li> <li>5. Seeco Consultants, Inc. (PS2065F)</li> </ol> <p>The scope of services in this amendment are an extension of the services included in the original agreement.</p>	\$2,500,000.00	<b>\$0.00</b>	\$2,500,000.00
7	Munsterman Services, LLC d/b/a Multivista	Multiple	PS2074R AM003	Photographic Documentation Services	<p>This amendment extends the term through December 31, 2022. Task Orders to be issued on a Project-specific basis.</p> <p>The scope of services in this amendment are an extension of the services included in the original agreement.</p>	\$1,250,000.00	<b>\$0.00</b>	\$1,250,000.00

**Public Building Commission of Chicago**  
**Proposed Amendment Report to the Administrative Operations Committee**  
**September 2, 2020**

Amendment	Project	Consultant	Agreement No.	Service	Reason for the Proposed Amendment	Current Not-to-Exceed Value per Agreement	Amount of the Proposed Amendment	Revised Agreement Including Proposed Amendments
8	Program Wide	Multiple	PS2048A-C AM003	Design Architect	<p>This amendment extends the term of the following program-wide Agreements through December 31, 2022. Task Orders to be issued on a Project-specific basis.</p> <p>1. FGM Architects, Inc. (PS2048A)  2. Legat Architects, Inc. (PS2048B)  3. SMNG A Ltd. (PS2048C)</p> <p>The scope of services in this amendment are an extension of the services included in the original agreement.</p>	\$5,000,000.00	<b>\$0.00</b>	\$5,000,000.00
9	PBC Administration	Mesirow Insurance Services, Inc.	PS2057A AM003	Insurance Brokerage Services Categories 1 and 3	<p>This amendment renews the Insurance Brokerage Services for property/casualty and health benefits insurance coverage one year through October 2021. This amendment will increase the amount of the contract by the \$116,000.</p> <p>The scope of services included in this amendment are an extension of the services included in the original agreement.</p>	\$580,000.00	<b>\$116,000.00</b>	\$696,000.00
10	PBC Administration	CS Insurance Strategies, Inc. (MBE)	PS2057B AM003	Insurance Brokerage Services Category 2	<p>This amendment renews the Insurance Brokerage Services for crime, bonds, and director &amp; officers' liability one year through October 2021. The original three year contract was for \$6,000 annually; this amendment will increase the amount of the contract by the annual \$6,000 amount.</p> <p>The scope of services in this amendment are an extension of the services included in the original agreement.</p>	\$30,000.00	<b>\$6,000.00</b>	\$36,000.00
11	Read Dunning School (Taft Freshman Academy Connector Path)	Terry Guen Design Associates, Inc. (MBE/WBE)	PS3044 AM001	Landscape Design Services	<p>This amendment revises the original Lump Sum total of the professional services agreement to \$24,950 for additional landscape design services.</p> <p>The scope of services in this amendment were not included in the original agreement.</p>	\$22,891.00	<b>\$2,059.00</b>	\$24,950.00

***PUBLIC BUILDING COMMISSION OF CHICAGO***

***RESCHEDULED BOARD MEETING***

***SEPTEMBER 10, 2020***

***CHANGE ORDERS***

**PUBLIC BUILDING COMMISSION  
SUMMARY REPORT OF CHANGE ORDERS  
(Period of March 2020 - August 2020)  
FOR PBC BOARD MEETING  
September 10, 2020**

A	B	C	D	E	F = (D+E)	G	H=(F+G)	I=(E+G/D)
PROJECT	CONTRACT	CONTRACTOR	ORIGINAL CONTRACT VALUE	PREVIOUSLY APPROVED BOARD CHANGES	CURRENT CONTRACT VALUE (Including Previously Approved Changes)	REPORTED CHANGE ORDERS	ADJUSTED CONTRACT VALUE (Including Approved Current Proposed Change Orders)	APPROVED BOARD CHANGES % (of Original Contract)
South Loop Elementary School 1601 South Dearborn Project Manager: Jeffrey Strauts	C1578	Madison Construction	\$34,337,000.00	\$0.00	\$34,337,000.00	(\$797,933.10)	\$33,539,066.90	-2.32%
Dore Elementary School 7134 W. 65th Street Project Manager: Mark Lindstrom	C1577R	Sollitt Oaley Joint Venture	\$30,442,000.00	(\$785,667.48)	\$29,656,332.52	(\$612,925.11)	\$29,043,407.41	-2.01%
Sheridan Elementary School Annex 533 West 27th Street Project Manager: Randy Williams	C1581	Path Construction Company, Inc.	\$6,371,000.00	\$36,968.31	\$6,407,968.31	(\$177,568.51)	\$6,230,399.80	-2.79%
Oriole Park Elementary School Annex 5424 N. Oketo Avenue Project Manager: Mark Lindstrom	C1559	IHC Construction Companies	\$11,889,000.00	(\$203,869.64)	\$11,685,130.36	(\$48,235.23)	\$11,636,895.13	-0.41%
Columbia Explorers Academy Modular 4520 S. Kedzie Project Manager: Louis Chavez	C1592	O.C.A. Construction, Inc.	\$2,777,000.00	\$151,581.01	\$2,928,581.01	(\$5,857.16)	\$2,922,723.85	-0.21%
Lincoln Park High School Renovation 2001 N. Orchard Project Manager: Mike Powell	C1582	Blinderman Construction Company	\$16,746,219.00	\$703,478.70	\$17,449,697.70	\$42,924.52	\$17,492,622.22	0.26%
Prussing Elementary School Annex 4650 N. Menard Avenue Project Manager: Leroy David Stewart	C1587	The George Sollitt Construction Company	\$17,438,462.00	\$535,184.00	\$17,973,646.00	\$81,674.73	\$18,055,320.73	0.47%
Robichuax Park Facility Rehabilitation (CPD Group B) 9247 S. Eggleston Avenue Project Manager: Xavier Alarcon	C1595	F.H. Paschen, SN Nielsen	\$857,000.00	\$0.00	\$857,000.00	\$67,906.03	\$924,906.03	7.92%
Harrison Park Facility Rehabilitation (CPD Group B) 1824 South Wood Street Project Manager: Xavier Alarcon	C1595	F.H. Paschen, SN Nielsen	\$2,354,000.00	\$208,984.08	\$2,562,984.08	\$131,736.94	\$2,694,721.02	5.60%

# PUBLIC BUILDING COMMISSION OF CHICAGO

## CHANGE ORDER

South Loop Elementary School

1601 South Dearborn

June 5, 2020\*

### Madison Construction

15657 South 70<sup>th</sup> Court

Orland Park, Illinois 60462

CHNG BULL **CONTRACT NUMBER 1578**

ORDR	NUM	ORIGINAL CONTRACT PRICE	\$34,337,000.00
NUM		APPROVED CHANGE ORDERS	\$0.00

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		<b>ADJUSTED CONTRACT PRICE TO DATE</b>	<b>\$34,337,000.00</b>
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001	1578-044	Deduct unused Site Work Allowance. Other.	(\$650,830.22)
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001	1578-045	Deduct unused Camera Allowance. Other.	(\$147,102.88)
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TOTAL CHANGE ADDITION	(\$797,933.10)
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<b>ADJUSTED CONTRACT PRICE AFTER APPROVAL</b>	<b>\$33,539,066.90</b>
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All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. 1578 heretofore issued by the Public Building Commission.

All parties shall apply the change as indicated above.

Resolution Number\* \_\_\_\_\_

\*Ratified at Next PBC Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:



Reviewed By



Executive Director

# PUBLIC BUILDING COMMISSION OF CHICAGO

## CHANGE ORDER

Dore Elementary School

7134 W. 65<sup>th</sup> Street

July 29, 2020\*

Sollitt Oakley Joint Venture

790 N. Central

Wood Dale, IL 60191

CHNG	BULL	<b>CONTRACT NUMBER C1577R</b>	
ORDR	NUM	ORIGINAL CONTRACT VALUE	\$30,442,000.00
NUM		APPROVED CHANGES	(\$785,667.48)
<b>ADJUSTED CONTRACT VALUE</b>			<b>\$29,656,332.52</b>
002	C1577R-025	Deduct unused Commission Contingency. Other.	(\$612,925.11)

TOTAL CHANGE

(\$612,925.11)

**ADJUSTED CONTRACT PRICE AFTER APPROVAL**

**\$29,043,407.41**

All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. C1577R heretofore issued by the Public Building Commission.

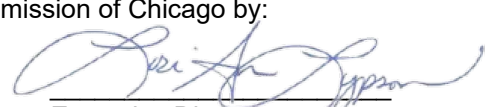
All parties shall apply the change as indicated above.

Resolution Number \_\_\_\_\_

\*Ratified at Next PBC Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:

  
Reviewed By

  
Executive Director



# PUBLIC BUILDING COMMISSION OF CHICAGO

## CHANGE ORDER

Sheridan Elementary School Annex

533 West 27<sup>th</sup> Street

June 8, 2020\*

Path Construction Company, Inc.

125 East Algonquin Road

Arlington Heights, IL 60605

CHNG	BULL	<b>CONTRACT NUMBER 1581</b>	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$6,371,000.00
NUM		APPROVED CHANGE ORDERS	\$36,968.31
<b>ADJUSTED CONTRACT PRICE TO DATE</b>			<b>\$6,407,968.00</b>
002	1581-026	Deduct unused camera allowance. Other.	(\$28,524.08)

TOTAL CHANGE ADDITION	(\$28,524.08)
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<b>ADJUSTED CONTRACT PRICE AFTER APPROVAL</b>	<b>\$6,379,444.23</b>
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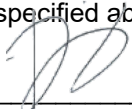
All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. 1581 heretofore issued by the Public Building Commission.

All parties shall apply the change as indicated above.

Resolution Number\* \_\_\_\_\_

\*Ratified at Next PBC Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:

  
\_\_\_\_\_  
Reviewed By

  
\_\_\_\_\_  
Executive Director

# PUBLIC BUILDING COMMISSION OF CHICAGO

## CHANGE ORDER

Sheridan Elementary School Annex

533 West 27<sup>th</sup> Street

June 18, 2020\*

Path Construction Company, Inc.

125 East Algonquin Road

Arlington Heights, IL 60605

CHNG	BULL	<b>CONTRACT NUMBER 1581</b>	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$6,371,000.00
NUM		APPROVED CHANGE ORDERS	\$8,444.23
<b>ADJUSTED CONTRACT PRICE TO DATE</b>			<b>\$6,379,444.23</b>

002	1581-028	Deduct unused Site Work Allowance. Other.	(\$102,654.00)
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002	1581-029	Deduct unused Commission Contingency. Other.	(\$46,390.43)
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TOTAL CHANGE ADDITION	(\$149,044.43)
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<b>ADJUSTED CONTRACT PRICE AFTER APPROVAL</b>	<b>\$6,230,399.80</b>
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All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. 1581 heretofore issued by the Public Building Commission.

All parties shall apply the change as indicated above.

Resolution Number\* \_\_\_\_\_

\*Ratified at Next PBC Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:

  
\_\_\_\_\_  
Reviewed By

  
\_\_\_\_\_  
Executive Director

# PUBLIC BUILDING COMMISSION OF CHICAGO

## CHANGE ORDER

Oriole Park Elementary School Annex and Renovation

5424 N. Oketo Avenue

July 7, 2020\*

IHC Construction Companies

1500 Executive Drive

Elgin, IL 60125

CHNG	BULL	<b>CONTRACT NUMBER C1559</b>	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$11,889,000.00
NUM		APPROVED CHANGE ORDERS	(\$203,869.64)
<b>ADJUSTED CONTRACT PRICE TO DATE</b>			<b>\$11,685,130.36</b>
002	1559-043	Liquidated Damages associated with EEO Goals and Requirements. Other.	(\$48,235.23)

TOTAL CHANGE ADDITION

(\$48,235.23)

**ADJUSTED CONTRACT PRICE AFTER APPROVAL**

**\$11,636,895.13**


All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. C1559 heretofore issued by the Public Building Commission.

All parties shall apply the change as indicated above.

Resolution Number \_\_\_\_\_

\*Ratified at Next PBC Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:

  
\_\_\_\_\_  
Reviewed By

  
\_\_\_\_\_  
Executive Director

**Project:** Oriole Park ES Annex  
**Base Bid:** \$11,889,000.00

**Contract No:** C1558  
**Data Date:** 6/23/2020

**Contractor:** IHC Construction Companies, LLC  
**Adjusted Contract:** \$11,685,130.36

Total Hours		Goal %	Goal Hours	Actual %	Actual Hours	Shortfall	Liquidated Damages
<b>Journeyworkers</b>							
	<b>38487.40</b>						
Minority		50	19,244	49.62	19097.50	0	\$0.00
Female		5	1,924	0.90	344.50	4	\$19,022.40
<b>Apprentice</b>							
	<b>4899.50</b>						
Minority		50	2,450	81.62	3999.00	0	\$0.00
Female		5	0	8.42	412.50	0	\$0.00
<b>Laborer</b>							
	<b>7117.75</b>						
Minority		50	3,559	61.47	4375.50	0	\$0.00
Female		5	356	9.79	697.00	0	\$0.00
<b>City Residency</b>							
	<b>50787.40</b>	50	25,394	44.72	22713.50	5	\$29,212.83
<b>Community Hiring</b>							
	<b>50787.40</b>	7.5	3,809	8.70	4420.50	0.0	\$0.00

<b>Total Liquidated Damages</b>	<b>\$48,235.23</b>
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Journeyworkers: .0004 x base bid x shortfall points  
 Apprentices: .0003 x base bid x shortfall points  
 Laborers: .0001 x base bid x shortfall points  
 City Residency & Community Hiring: .0005 x adjusted contract value x shortfall points

Final Liquidated Damages

# PUBLIC BUILDING COMMISSION OF CHICAGO

## CHANGE ORDER

Columbia Explorers Academy Modular

4520 S. Kedzie

June 8, 2020\*

O.C.A. Construction, Inc.  
8434 Corcoran Road  
Willow Springs, IL 60480

CHNG	BULL	<b>CONTRACT NUMBER C1592</b>	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$2,777,000.00
NUM		APPROVED CHANGE ORDERS	\$151,581.01
<b>ADJUSTED CONTRACT PRICE TO DATE</b>			<b>\$2,928,581.01</b>
004	1592-016	Liquidated Damages associated with EEO requirements. Other.	(\$5,857.16)

TOTAL CHANGE ADDITION	(\$5,857.16)
<b>ADJUSTED CONTRACT PRICE AFTER APPROVAL</b>	<b>\$2,922,723.85</b>

All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. C1592 heretofore issued by the Public Building Commission.


All parties shall apply the change as indicated above.

Resolution Number\* \_\_\_\_\_

\*Ratified at Next PBC Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:

  
\_\_\_\_\_  
Reviewed By

  
\_\_\_\_\_  
Executive Director

Project: **Columbia Explorers Academy Modular**  
 Base Bid: **\$2,777,000.00**

Contract No: **C1592**  
 Data Date: **5/1/2020**

Contractor: **O.C.A. Construction, Inc.**  
 Adjusted Contract: **\$2,928,581.01**

Total Hours		Goal %	Goal Hours	Actual %	Actual Hours	Shortfall	Liquidated Damages
Journeyworkers	2,058						
Minority		40	823	66.17	1,362	0	\$0.00
Female		0	0	0.41	9	0	\$0.00
Apprentice	289						
Minority		40	115	95.15	275	0	\$0.00
Female		0	0	31.89	92	0	\$0.00
Laborer	1,079						
Minority		70	755	83.85	905	0	\$0.00
Female		0	0	0.00	0	0	\$0.00
City Residency	3,425	50	1,713	45.84	1,570	4	\$5,857.16
Community Hiring	3,425	7.5	257	9.85	338	0.0	\$0.00

<b>Total Liquidated Damages</b>	<b>\$5,857.16</b>
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Journeyworkers: .0004 x base bid x shortfall points  
 Apprentices: .0003 x base bid x shortfall points  
 Laborers: .0001 x base bid x shortfall points  
 City Residency & Community Hiring: .0005 x adjusted contract value x shortfall points

Final Liquidated Damages

# PUBLIC BUILDING COMMISSION OF CHICAGO

## CHANGE ORDER

Lincoln Park High School Renovation

2001 N. Orchard

June 11, 2020\*

### Blinderman Construction Company

224 N. Desplaines, Suite 650

Chicago, Illinois 60661

CHNG	BULL	<b>CONTRACT NUMBER 1582</b>	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$16,746,219.00
NUM		APPROVED CHANGE ORDERS	\$703,478.70
<b>ADJUSTED CONTRACT PRICE TO DATE</b>			<b>\$17,449,697.70</b>
005	1582-055	Remove existing stair treads in Main Building; furnish and install new treads. Differing Site Conditions.	\$42,924.52

TOTAL CHANGE ADDITION	\$42,924.52
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<b>ADJUSTED CONTRACT PRICE AFTER APPROVAL</b>	<b>\$17,492,622.22</b>
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All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. 1582 heretofore issued by the Public Building Commission.


All parties shall apply the change as indicated above.

Resolution Number\* \_\_\_\_\_

\*Ratified at Next PBC Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:

  
\_\_\_\_\_  
Reviewed By

  
\_\_\_\_\_  
Executive Director

# PUBLIC BUILDING COMMISSION OF CHICAGO

## CHANGE ORDER

Prussing Elementary School Annex & Renovations

4650 N. Menard Avenue

June 18, 2020\*

The George Sollitt Construction Company

790 N. Central Avenue

Wood Dale, IL 60191

CHNG	BULL	<b>CONTRACT NUMBER 1587</b>	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$17,438,462.00
NUM		APPROVED CHANGE ORDERS	\$535,184.00
<b>ADJUSTED CONTRACT PRICE TO DATE</b>			<b>\$17,973,646.00</b>
003	1587-037	Furnish and install IP phones in main building, modular building and annex in accordance with CPS revised Specification Section for CPS-IP Access Control Systems. Client Directed.	\$81,674.73

TOTAL CHANGE ADDITION

\$81,674.73

**ADJUSTED CONTRACT PRICE AFTER APPROVAL**

**\$18,055,321.73**


All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. 1587 heretofore issued by the Public Building Commission.

All parties shall apply the change as indicated above.

Resolution Number \_\_\_\_\_

\*Ratified at Next PBC Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:

  
\_\_\_\_\_  
Reviewed By

  
\_\_\_\_\_  
Executive Director



# PUBLIC BUILDING COMMISSION OF CHICAGO

## CHANGE ORDER

Robichaux Park Facility Rehabilitation

(Chicago Park District Group B)

August 4, 2020\*

F.H. Paschen, SN Nielsen  
5515 North East River Road  
Chicago, Illinois 60656

CHNG	BULL	<b>CONTRACT NUMBER 1595</b>	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$857,000.00
NUM		APPROVED CHANGE ORDERS	\$0.00
<b>ADJUSTED CONTRACT PRICE TO DATE</b>			<b>\$857,000.00</b>
001	1595-306	Work associated with the full flat roof replacement as required to accommodate client's RTU replacement. (IDNR Grant Funding Approved). Client Directed	\$67,906.03

TOTAL CHANGE ADDITION	\$67,906.03
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<b>ADJUSTED CONTRACT PRICE AFTER APPROVAL</b>	<b>\$924,906.03</b>
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All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. 1595 heretofore issued by the Public Building Commission.

All parties shall apply the change as indicated above.

Resolution Number \_\_\_\_\_

\*Ratified at Next PBC Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:

  
\_\_\_\_\_  
Reviewed By

  
\_\_\_\_\_  
Executive Director

# PUBLIC BUILDING COMMISSION OF CHICAGO

## CHANGE ORDER

Harrison Park Facility Rehabilitation

(Chicago Park District Group B)

August 4, 2020\*

F.H. Paschen, SN Nielsen  
5515 North East River Road  
Chicago, Illinois 60656

CHNG	BULL	<b>CONTRACT NUMBER 1595</b>	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$2,354,000.00
NUM		APPROVED CHANGE ORDERS	\$208,984.08
<b>ADJUSTED CONTRACT PRICE TO DATE</b>			<b>\$2,562,984.08</b>

003	1595-117	Repair work required to address pre-existing water infiltration issues at roof and foundation (IDNR Grant Funding Approved). Differing Conditions.	\$119,821.30
003	1595-124	Repair work at south east natatorium drainage to address pre-existing underground blockage. (IDNR Grant Funding Approved). Differing Conditions.	\$11,915.64

TOTAL CHANGE ADDITION	\$131,736.94
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<b>ADJUSTED CONTRACT PRICE AFTER APPROVAL</b>	<b>\$2,694,721.02</b>
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All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. 1595 heretofore issued by the Public Building Commission.

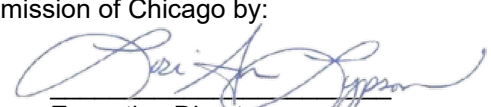
All parties shall apply the change as indicated above.

Resolution Number \_\_\_\_\_

\*Ratified at Next PBC Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:

  
\_\_\_\_\_  
Reviewed By

  
\_\_\_\_\_  
Executive Director

**INTERGOVERNMENTAL AGREEMENT  
TO UTILIZE SPACE (NO. LL-14 and LL-17)  
BETWEEN THE PUBLIC BUILDING COMMISSION OF CHICAGO  
AND  
THE STATE OF ILLINOIS WORKERS COMPENSATION COMMISSION**

**INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as the “**Agreement**”), made and entered into this 10<sup>th</sup> day of September 2020 (hereinafter referred to as the “Effective Date”), by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, an Illinois municipal corporation, having its offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the “**PBCC**”) and the **STATE OF ILLINOIS, WORKERS COMPENSATION COMMISSION**, an instrumentality of the State of Illinois, having its principal office at JRTC, 100 West Randolph, 8<sup>th</sup> Floor, Chicago, Illinois (hereinafter referred to as “State”, “IWCC”) (all of whom are sometimes referred to herein collectively as the “Parties”);

**W I T N E S S E T H:**

**WHEREAS**, on March 18, 1956, the City Council of the City of Chicago created PBCC pursuant to the Public Building Commission Act of the State of Illinois, 50 ILCS 20 et. seq. (the “Act”). The Act provides that a public building commission is authorized and empowered to operate, maintain, manage, and enter into contracts for the operation, maintenance and management of public buildings and facilities; and

**WHEREAS**, **Section 14(h)** of the Act authorizes and empowers PBCC to rent space in public buildings to any branch, department or agency of the State government with which the PBCC has entered into an intergovernmental agreement or contract under the Intergovernmental Governmental Cooperation Act, 5 ILCS 220/1 (hereinafter referred to as the “Cooperation Act”); and

**WHEREAS**, PBCC is the owner of the Richard J. Daley Center (the Daley Center” or “Building”) located at 50 West Washington Street, Chicago, Illinois; and

**WHEREAS**, PBCC has entered into a contract with MB Real Estate, Inc. (“MBRE”) to perform property management services with respect to the Daley Center; and

**WHEREAS**, the State, IWCC is an instrumentality of the State of Illinois and oversees Workers Compensation claims made in the State of Illinois; and

**WHEREAS**, the State, IWCC desires to lease a portion of the space located on the Lower Level of the Daley Center from PBCC for use as an office to administer Workers Compensation claims for the State of Illinois; and

**WHEREAS**, PBCC desires to lease such space in the Building to IWCC solely for the purpose of conducting State business, and for no other purposes; and

**WHEREAS**, PBCC and IWCC are authorized by the 1970 Illinois Constitution (Article VII, Section 10) and the Cooperation Act to contract with each other and otherwise associate amongst themselves and undertake certain transactions with each other; and

**WHEREAS**, PBCC by resolution number 8544 adopted on September 10, 2020, 2020 has agreed to enter into this Agreement for the purpose of leasing space in the Daley Center to the State, IWCC; and

**WHEREAS**, the State, IWCC has agreed to enter into this Agreement with the PBCC to Utilize Space (No. LL-14 and LL-17) on the Lower Level of the Daley Center for the purpose of leasing space in the Daley Center as set forth herein; and

**WHEREAS**, the Parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Cooperation Act in order to set forth their respective objectives, duties, responsibilities and to describe the terms and conditions governing the lease of space in the Daley Center by PBCC to the State, IWCC.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated herein as though set forth in full, and in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

**SECTION 1. PREMISES.** PBCC, acting by and through MBRE, as Landlord (hereinafter "Landlord") agrees to provide for use by the State, IWCC (hereinafter "Tenant") certain real property consisting of approximately 8,322 useable square feet located on the Lower Level of the Daley Center, as depicted on Exhibit A attached hereto and incorporated herein by reference (hereinafter called the "PREMISES").

Tenant's pro rata share of the Building is 1.008%.

Tenant shall not have available for its use any parking for vehicles but will be afforded reasonable use of the loading dock for move-in and deliveries as required. Plan of Premises.

**SECTION 2. TERM; HOLDOVER.** The term of this Agreement is 120 months commencing [October 1, 2020 and expiring on September 30, 2030], unless sooner terminated as provided in Section 9 hereof. Tenant shall have the option to extend the term of this Lease for two (2) consecutive five (5) year periods (each an "Extension Term"), upon the same terms and conditions as contained in this Lease. The rent for the Term and each Extension Term shall be as set forth in Section 4 below. If, after expiration of the Agreement, Tenant retains possession of the Premises, the Agreement shall continue in full force and effect on the same terms and conditions except the Agreement shall be on a month-to-month basis until terminated or renegotiated.

**SECTION 3. USE OF PREMISES.** Tenant agrees at all times during the term of this Agreement to use the Premises solely for the purpose of conducting State business. The Premises will be used as a general administrative office including related or ancillary use and for no other purpose. Tenant shall not use or allow the Premises to be used in a manner that is unlawful, illegal, or likely to cause damage to the Premises, to adjoining property, or in a manner which would constitute a

hazard to the public or any adjoining property, or would cause a nuisance to any members of the public or to any other tenant of the Building. Smoking is not allowed in the Building, whether in common areas or private offices, and the entire Building is designated "smoke free". Any smoking is only allowed in specially designated areas outside the Building.

**SECTION 4. RENT.** Tenant shall pay for the possession and use of the Premises, as rent ("Rent") its proportionate share of the operating expenses and capital improvements for the Building as set forth annually in the operating and capital budgets approved by the Board of Commissioners of PBCC (the "Budgets"). An estimate of the Budgets is provided in Exhibit B, Payment of Operating and Capital Expense, attached to this Agreement. Tenant's proportionate share of expenses shall be calculated by multiplying the total amount of annual operating expenses and capital improvements as stated in the Budgets by the tenant's building occupancy percentage, which is the number of square feet of the Building being occupied by Tenant. The Landlord will provide the Tenant with a copy of the approved Budgets within 14 days following approval by the Board of Commissioners, typically at its annual meeting in October of each year.

**4.1 Rent Commencement Date.** Payment of Rent shall commence upon delivery of the Premises by Landlord upon and acceptance of the Premises by Tenant (the "Rent Commencement Date"). Tenant shall commence to pay Rent hereunder on the Rent Commencement Date and shall continue to pay Rent in monthly installments on or before the first day of every month thereafter during the Term

**SECTION 5. MAINTENANCE AND OPERATION OF THE BUILDING.** Landlord shall be responsible for the maintenance and operation of the Building with funds derived from the Budget including, without limitation, the following: utilities, cleaning, security, mechanical maintenance, building general, administrative expenses and insurance, procurement, contracting and implementation of all maintenance and repairs of the Premises and any common areas including, without limitation: roof, foundation, exterior walls, interior structural walls, structural components of the building; repair and maintenance of all parking areas, sidewalks, landscaping and drainage systems and all utility systems (including mechanical, electrical and HVAC systems) and plumbing systems. In addition, the Landlord will be responsible for utility coordination and security for the Building.

**SECTION 6. TENANT IMPROVEMENTS AND MODIFICATIONS TO THE PREMISES.** Tenant will not make any modifications to the Premises without the prior written consent of Landlord. Any such modification to the Premises shall be planned and programmed by the Landlord. Design and Construction shall be procured, coordinated and implemented by the Landlord. Such Design and Construction plans will be prepared by Tenant's licensed architects or may at Tenant's election, be prepared by Landlord's licensed architect. Landlord must receive Tenant approval of the total project budget and project schedule in advance of commencing any modification design or construction scope of work. All construction work will meet minimum goals of 25% minority participation and 5% women-owned business participation or a combination of both totaling 30%. Landlord will solicit a minimum of three (3) competitive bids for the procurement of construction services. All costs and expenses incurred in connection with the design and construction of the Premises and Landlord's work described herein ("Tenant Improvements"), shall be borne solely by Tenant. The cost for the completed design and

construction of the Premises is estimated to be \$750,000.00 or approximately \$58.44 per rentable square foot. Landlord shall use all reasonable efforts to minimize the costs for design and construction activities; provided, however, that changes to the scope of work and specifications of the design and construction could result in additional costs. After the installation of the initial Tenant Improvements, any subsequent interior improvements, additions or modifications to the Premises ("Modification Work") shall be made by Landlord upon request made by Tenant and shall not be made without obtaining Landlord's consent. All Tenant Improvements and Modification Work will be paid for by Tenant within 30 days following receipt of invoice from Landlord.

**SECTION 7. LANDLORD'S ACCESS.** Landlord and Landlord's agents shall have the right to enter the Premises upon prior notice for the purpose of inspecting the same, and making such alterations, repairs, improvements or additions to the Premises or to the Building as Landlord deems necessary or desirable. Notwithstanding the foregoing, in the event of an emergency requiring Landlord's entry into the Premises, Landlord may give Tenant shorter notice in any manner that is practicable under the circumstances. When entering or performing any repair or other work in the Premises, Landlord, its agents, employees and/or contractors (a) shall identify themselves to Tenant's personnel immediately upon entering the Premises, and (b) shall not, in any way materially and unreasonably affect, interrupt or interfere with Tenant's use or business operations on the Premises or materially and unreasonably obstruct the visibility of or access to the Premises.

**SECTION 8. SURRENDER.** Upon the expiration or termination of this Lease, Tenant shall restore the Premises to its condition as existed at the Commencement of this Lease and surrender the Premises to Landlord in broom clean condition, except for ordinary wear and tear and damage caused by fire or other casualty, whether or not insured or insurable. Any of Tenant's Property not removed from the Premises on the date the Lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Landlord. Landlord may possess and dispose of such property.

**SECTION 9. TERMINATION.** This Agreement may be terminated by either Party at any time by giving 60 days' written notice prior to termination.

## **SECTION 10. LEGAL REQUIREMENTS.**

10.1 Tenant must cause the Premises to be used and occupied in compliance with all applicable federal, state, county and municipal laws, statutes, ordinances, executive orders, rules and regulations in effect now or later, at any time during the Term and whether or not they appear in this Agreement

### 10.2 Non-Discrimination

Tenant, its employees, agents, representatives, successors and assigns must comply with all applicable laws prohibiting discrimination against individuals and groups. Tenant, its employees, agents, representatives, successors and assigns shall not permit any discrimination against or segregation of any person or group of persons in connection with its Lease of the Premises on account of gender, sexual orientation, disability, marital status, age, race, religion,

color, creed, national origin, or ancestry, nor shall Tenant or any person claiming under or through Tenant establish or permit any such practice or practices of discrimination or segregation in connection with its Lease of the Premises.

### 10.3 Ethics

Tenant warrants:

- (i) That it agrees to comply with all provisions of the Code of Ethics Resolution passed by the Public Building Commission on October 3, 2011, which is available on the Commission's website at [http://www.Landlordhicago.com/pdf/RES\\_PBC\\_ECR\\_CodeofEthicsAme ndOct32011\\_20110920.pdf](http://www.Landlordhicago.com/pdf/RES_PBC_ECR_CodeofEthicsAme ndOct32011_20110920.pdf), and is incorporated into this Lease by reference.
- (ii) No payment, gratuity, or offer of employment will be made in connection with this Lease by or on behalf of Tenant, its employees, agents, representatives, successors and assigns to Tenant or anyone associated with them, as an inducement for entering into this Lease.

### 10.4 Concealed Carry

Pursuant to Sections 65(a)(4) and (5) of the Firearm Concealed Carry Act (FCCA) (430 ILCS 66/65), excluding the Tenant's sworn law enforcement employees validated with the Cook County Sheriff, Tenant and its employees, agents, representatives, successors and assigns (hereinafter for purposes of this paragraph only, the "**Tenant**") shall not carry a firearm on or into the Daley Center or park any personally owned or Tenant owned vehicle that contains a firearm on the Daley Center. Landlord considers this provision to be a material term of the Lease. Tenant is responsible for educating its employees and agents and its employees, agents, representatives, successors and assigns on the requirements of this provision. Any violation of this policy shall be grounds for immediate termination of the Lease. Tenant acknowledges that there is no adequate cure for even a single breach of this provision and hereby waives any right to notice or to cure violations of this provision in advance of Landlord's termination of this Lease for default for violation of this provision.

### 10.5 Inspector General

Tenant and its employees, agents, representatives, successors and assigns, shall cooperate fully and expeditiously with the City of Chicago, Office of Inspector General in any investigation or hearing undertaken pursuant to City Council Ordinance adopted on October 8, 2014, Journal of Proceedings of the City Council of the City of Chicago, pages 92142-92153 and PBCC Board of Commissioners' Resolution 8141 which approved the Intergovernmental Agreement between the City of Chicago and the PBCC designating the City Office of Inspector General to serve as the PBC's Inspector General.

### 10.6 Freedom of Information Act.

This Agreement and all related public records maintained by, provided to or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.

#### **SECTION 11. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS.**

This Agreement is contingent upon and subject to the availability of sufficient funds. The State may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the State [or sufficient Federal funds have not been made available to the State by the Federal funding source], (ii) the Governor or the State reserves appropriated funds, or (iii) the Governor or the State determines that appropriated funds [or Federal funds] may not be available for payment. The State shall provide notice, in writing, to PBCC of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon PBCC receipt of notice.

#### **SECTION 12. AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65).**

The PBCC and its subcontractors shall maintain books and records relating to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by the PBCC for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. PBCC and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The PBCC or subcontractors shall not impose a charge for audit or examination of the PBCC books and records.

#### **SECTION 13. MISCELLANEOUS.**

- a. Time of Essence. Time is of the essence of this Agreement.
- b. Written Demands: All notices, demands, and requests required or permitted under this Agreement shall be in writing.
- c. Notices: All notices, demands, and requests required or permitted hereunder shall be deemed to have been properly made on the day of service, if served personally, and on the second date following mailing, if sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:



If to PBCC: Public Building Commission of Chicago  
Attn: Executive Director  
50 West Washington Street  
Room 200  
Chicago, IL 60602

With a copy to: c/o MB Real Estate Services, Inc.  
Attn: General Manager  
50 West Washington, Suite 1203  
Chicago, Illinois 60602

If to State of Illinois: Workers' Compensation Commission  
Attn: General Counsel  
8<sup>th</sup> Floor  
Chicago, IL 60601  
312-814-6611  
Ronald.rascia@illinois.gov

With a copy to:

- d. Captions. The captions used herein have been utilized for convenience only and are not intended to modify or limit in any way the provisions hereof.
- e. Prior Agreements. This Agreement shall supersede any and all prior agreements, whether written or oral, among the Parties hereto and may only be amended by a written instrument executed by all of the Parties or their authorized agents.
- f. Counterparts. This Agreement may be executed in separate counterparts, each of it shall be deemed to be an original and constitute one in the same agreement; executed copies of this Agreement received by any party hereto by facsimile transmission shall bind the party so submitting the same until the original executed copy is received by the recipients, whereupon the same shall be replaced by the original executed copy unless the same differs from that received by facsimile transmission.
- g. Partial Invalidity. If any provision of this Agreement is deemed to be invalid, it shall not affect the remaining provisions of this Agreement.
- h. Successors and Assigns. The terms and conditions herein contained shall inure to the benefit of and shall be binding upon the Parties and their respective successors and/or assigns, as the case may be. Notwithstanding

anything to the contrary herein contained, it is understood and agreed by and among the Parties hereto that this Agreement shall not be assignable by any signatory hereto without the prior written consents of the other first had and any such assignment, without said prior written consents, shall be null and void and of no force and effect.

- i. The laws of the state of Illinois as to both interpretation and performance shall govern this Agreement.
- j. All exhibits attached hereto are hereby made a part of this Agreement.

**Signatures Begin on the Following Page**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**PBCC:**

**Public Building Commission of Chicago**, a  
municipal corporation

**State of Illinois, Illinois Workers  
Compensation Commission**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT B – PAYMENT OF OPERATING AND CAPITAL EXPENSES**  
**IGA No.**

**ANTICIPATED OPEX SCHEDULE**

The following comprises anticipated operating and capital expenses for the first 5 years of the term of this intergovernmental agreement based upon immediate prior year actual expenses and is used solely for estimation purposes. Actual invoicing will be provided by PBCC.

<b>Year</b>	<b>Useable Square Footage (USF)</b>	<b>Rentable Square Footage (RSF)</b>	<b>Comments</b>	<b>Anticipated Annual OPEX per rentable square foot</b>	<b>Anticipated Annual CAPITAL per rentable square foot</b>
Year 1 (2020)	8,322	12,831		\$13.36	\$3.14
Year 2 (2021)	8,322	12,831		\$13.76	\$3.24
Year 3 (2022)	8,322	12,831		\$14.17	\$3.34
Year 4 (2023)	8,322	12,831		\$14.60	\$3.44
Year 5 (2024)	8,322	12,831		\$15.04	\$3.54
<b>Term Total:</b>				<b>\$70.93</b>	<b>\$16.69</b>

The State will be responsible for its proportionate share of operating and capital expenses. The State shall reimburse PBCC for its proportionate share of operating and capital expenses upon receipt of actual billing or copies of same from PBCC Lessee's proportionate share of billing is defined in Section 4 of this Agreement. All payments made by the State shall be in arrears.

**INTERGOVERNMENTAL AGREEMENT  
TO UTILIZE SPACE (NO. 209)  
BETWEEN THE PUBLIC BUILDING COMMISSION OF CHICAGO  
AND  
THE STATE OF ILLINOIS LIQUOR CONTROL COMMISSION**

**INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as the “**Agreement**”), made and entered into this 10th day of September, 2020 (hereinafter referred to as the “**Effective Date**”), by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, an Illinois municipal corporation, having its offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the “**PBCC**”) and the **STATE OF ILLINOIS, LIQUOR CONTROL COMMISSION**, an instrumentality of the State of Illinois, having its principal office at the James R. Thompson Center, 100 West Randolph, 2<sup>nd</sup> Floor, Chicago, Illinois (hereinafter referred to as “**State**”, “**ILCC**”) (all of whom are sometimes referred to herein collectively as the “**Parties**”);

**W I T N E S S E T H:**

**WHEREAS**, on March 18, 1956, the City Council of the City of Chicago created PBCC pursuant to the Public Building Commission Act of the State of Illinois, 50 ILCS 20 et. seq. (the “**Act**”). The Act provides that a public building commission is authorized and empowered to operate, maintain, manage, and enter into contracts for the operation, maintenance and management of public buildings and facilities; and

**WHEREAS**, **Section 14(h)** of the Act authorizes and empowers PBCC to rent space in public buildings to any branch, department or agency of the State government with which the PBCC has entered into an intergovernmental agreement or contract under the Intergovernmental Governmental Cooperation Act, 5 ILCS 220/1 (hereinafter referred to as the “**Cooperation Act**”); and

**WHEREAS**, PBCC is the owner of the Richard J. Daley Center (the Daley Center” or “**Building**”) located at 50 West Washington Street, Chicago, Illinois; and

**WHEREAS**, PBCC has entered into a contract with MB Real Estate, Inc. (“**MBRE**”) to perform property management services with respect to the Daley Center; and

**WHEREAS**, the State, ILCC is an instrumentality of the State of Illinois and oversees Liquor Licensing, Enforcement & Regulation in the State of Illinois; and

**WHEREAS**, the State, ILCC desires to lease a portion of the space located on the Second Floor of the Daley Center from PBCC for use as an office to administer the work of the Liquor Control Commission for the State of Illinois; and

**WHEREAS**, PBCC desires to lease such space in the Building to ILCC solely for the purpose of conducting State business, and for no other purposes; and

**WHEREAS**, PBCC and ILCC are authorized by the 1970 Illinois Constitution (Article VII, Section 10) and the Cooperation Act to contract with each other and otherwise associate amongst themselves and undertake certain transactions with each other; and

**WHEREAS**, PBCC by resolution number 8545 adopted on September 10, 2020 has agreed to enter into this Agreement for the purpose of leasing space in the Daley Center to the State, ILCC; and

**WHEREAS**, the State, ILCC has agreed to enter into this Agreement with the PBCC to Utilize Space (No. 209) on the Second Floor the Daley Center for the purpose of leasing space in the Daley Center as set forth herein; and

**WHEREAS**, the Parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Cooperation Act in order to set forth their respective objectives, duties, responsibilities and to describe the terms and conditions governing the lease of space in the Daley Center by PBCC to the State, ILCC.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated herein as though set forth in full, and in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

**SECTION 1. PREMISES.** PBCC, acting by and through MBRE, as Landlord (hereinafter "Landlord") agrees to provide for use by the State, ILCC (hereinafter "Tenant") certain real property consisting of approximately 6040 useable square feet located on the Second Floor of the Daley Center, as depicted on Exhibit A attached hereto and incorporated herein by reference (hereinafter called the "PREMISES").

Tenant's pro rata share of the Building is 0.739%.

Tenant shall not have available for its use any parking for vehicles but will be afforded reasonable use of the loading dock for move-in and deliveries as required.

**SECTION 2. TERM; HOLDOVER.** The term of this Agreement is 120 months commencing [October 1, 2020 and expiring on September 30, 2030], unless sooner terminated as provided in Section 9 hereof. Tenant shall have the option to extend the term of this Lease for two (2) consecutive five (5) year periods (each an "Extension Term"), upon the same terms and conditions as contained in this Lease. The rent for the Term and each Extension Term shall be as set forth in Section 4 below. If, after expiration of the Agreement, Tenant retains possession of the Premises, the Agreement shall continue in full force and effect on the same terms and conditions except the Agreement shall be on a month-to-month basis until terminated or renegotiated.

**SECTION 3. USE OF PREMISES.** Tenant agrees at all times during the term of this Agreement to use the Premises solely for the purpose of conducting State business. The Premises will be used as a general administrative office including related or ancillary use and for no other purpose. Tenant shall not use or allow the Premises to be used in a manner that is unlawful, illegal, or likely to cause damage to the Premises, to adjoining property, or in a manner which would constitute a

hazard to the public or any adjoining property, or would cause a nuisance to any members of the public or to any other tenant of the Building. Smoking is not allowed in the Building, whether in common areas or private offices, and the entire Building is designated "smoke free". Any smoking is only allowed in specially designated areas outside the Building.

**SECTION 4. RENT.** Tenant shall pay for the possession and use of the Premises, as rent ("Rent") its proportionate share of the operating expenses and capital improvements for the Building as set forth annually in the operating and capital budgets approved by the Board of Commissioners of PBCC (the "Budgets"). An estimate of the Budgets is provided in Exhibit B, Payment of Operating and Capital Expense, attached to this Agreement. Tenant's proportionate share of expenses shall be calculated by multiplying the total amount of annual operating expenses and capital improvements as stated in the Budgets by the tenant's building occupancy percentage, which is the number of square feet of the Building being occupied by Tenant. The Landlord will provide the Tenant with a copy of the approved Budgets within 14 days following approval by the Board of Commissioners, typically at its annual meeting in October of each year.

**4.1 Rent Commencement Date.** Payment of Rent shall commence upon delivery of the Premises by Landlord upon and acceptance of the Premises by Tenant (the "Rent Commencement Date"). Tenant shall commence to pay Rent hereunder on the Rent Commencement Date and shall continue to pay Rent in monthly installments on or before the first day of every month thereafter during the Term

**SECTION 5. MAINTENANCE AND OPERATION OF THE BUILDING.** Landlord shall be responsible for the maintenance and operation of the Building with funds derived from the Budget including, without limitation, the following: utilities, cleaning, security, mechanical maintenance, building general, administrative expenses and insurance, procurement, contracting and implementation of all maintenance and repairs of the Premises and any common areas including, without limitation: roof, foundation, exterior walls, interior structural walls, structural components of the building; repair and maintenance of all parking areas, sidewalks, landscaping and drainage systems and all utility systems (including mechanical, electrical and HVAC systems) and plumbing systems. In addition, the Landlord will be responsible for utility coordination and security for the Building.

**SECTION 6. TENANT IMPROVEMENTS AND MODIFICATIONS TO THE PREMISES.** Tenant will not make any modifications to the Premises without the prior written consent of Landlord. Any such modification to the Premises shall be planned and programmed by the Landlord. Design and Construction shall be procured, coordinated and implemented by the Landlord. Such Design and Construction plans will be prepared by Tenant's licensed architects or may at Tenant's election, be prepared by Landlord's licensed architect. Landlord must receive Tenant approval of the total project budget and project schedule in advance of commencing any modification design or construction scope of work. All construction work will meet minimum goals of 25% minority participation and 5% women-owned business participation or a combination of both totaling 30%. Landlord will solicit a minimum of three (3) competitive bids for the procurement of construction services. All costs and expenses incurred in connection with the design and construction of the Premises and Landlord's work described herein ("Tenant Improvements"), shall be borne solely by Tenant. The cost for the completed design and



construction of the Premises is estimated to be \$604,000 or approximately \$100 per usable square foot. Landlord shall use all reasonable efforts to minimize the costs for design and construction activities; provided, however, that any changes to the scope of work and specifications of the design and construction could result in additional costs. After the installation of the initial Tenant Improvements, any subsequent interior improvements, additions or modifications to the Premises ("Modification Work") shall be made by Landlord upon request made by Tenant and shall not be made without obtaining Landlord's consent. All Tenant Improvements and Modification Work will be paid for by Tenant within 30 days following receipt of invoice from Landlord.

**SECTION 7. LANDLORD'S ACCESS.** Landlord and Landlord's agents shall have the right to enter the Premises upon prior notice for the purpose of inspecting the same, and making such alterations, repairs, improvements or additions to the Premises or to the Building as Landlord deems necessary or desirable. Notwithstanding the foregoing, in the event of an emergency requiring Landlord's entry into the Premises, Landlord may give Tenant shorter notice in any manner that is practicable under the circumstances. When entering or performing any repair or other work in the Premises, Landlord, its agents, employees and/or contractors (a) shall identify themselves to Tenant's personnel immediately upon entering the Premises, and (b) shall not, in any way materially and unreasonably affect, interrupt or interfere with Tenant's use or business operations on the Premises or materially and unreasonably obstruct the visibility of or access to the Premises.

**SECTION 8. SURRENDER.** Upon the expiration or termination of this Lease, Tenant shall restore the Premises to its condition as existed at the Commencement of this Lease and surrender the Premises to Landlord in broom clean condition, except for ordinary wear and tear and damage caused by fire or other casualty, whether or not insured or insurable. Any of Tenant's Property not removed from the Premises on the date the Lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Landlord. Landlord may possess and dispose of such property.

**SECTION 9. TERMINATION.** This Agreement may be terminated by either Party at any time by giving 60 days' written notice prior to termination.

## **SECTION 10. LEGAL REQUIREMENTS.**

10.1 Tenant must cause the Premises to be used and occupied in compliance with all applicable federal, state, county and municipal laws, statutes, ordinances, executive orders, rules and regulations in effect now or later, at any time during the Term and whether or not they appear in this Agreement

### 10.2 Non-Discrimination

Tenant, its employees, agents, representatives, successors and assigns must comply with all applicable laws prohibiting discrimination against individuals and groups. Tenant, its employees, agents, representatives, successors and assigns shall not permit any discrimination against or segregation of any person or group of persons in connection with its Lease of the Premises on account of gender, sexual orientation, disability, marital status, age, race, religion, color, creed, national origin, or ancestry, nor shall Tenant or any person claiming under or through

Tenant establish or permit any such practice or practices of discrimination or segregation in connection with its Lease of the Premises.

### 10.3 Ethics

Tenant warrants:

- (i) That it agrees to comply with all provisions of the Code of Ethics Resolution passed by the Public Building Commission on October 3, 2011, which is available on the Commission's website at [http://www.Landlordhicago.com/pdf/RES\\_PBC\\_ECR\\_CodeofEthicsAme ndOct32011\\_20110920.pdf](http://www.Landlordhicago.com/pdf/RES_PBC_ECR_CodeofEthicsAme ndOct32011_20110920.pdf), and is incorporated into this Lease by reference.
- (ii) No payment, gratuity, or offer of employment will be made in connection with this Lease by or on behalf of Tenant, its employees, agents, representatives, successors and assigns to Tenant or anyone associated with them, as an inducement for entering into this Lease.

### 10.4 Concealed Carry

Pursuant to Sections 65(a)(4) and (5) of the Firearm Concealed Carry Act (FCCA) (430 ILCS 66/65), excluding the Tenant's sworn law enforcement employees validated with the Cook County Sherriff, Tenant and its employees, agents, representatives, successors and assigns (hereinafter for purposes of this paragraph only, the "**Tenant**") shall not carry a firearm on or into the Daley Center or park any personally owned or Tenant owned vehicle that contains a firearm on the Daley Center. Landlord considers this provision to be a material term of the Lease. Tenant is responsible for educating its employees and agents and its employees, agents, representatives, successors and assigns on the requirements of this provision. Any violation of this policy shall be grounds for immediate termination of the Lease. Tenant acknowledges that there is no adequate cure for even a single breach of this provision and hereby waives any right to notice or to cure violations of this provision in advance of Landlord's termination of this Lease for default for violation of this provision. Notwithstanding the foregoing, sworn law enforcement officers are allowed to carry firearms to the extent allowed by applicable law.

### 10.5 Inspector General

Tenant and its employees, agents, representatives, successors and assigns, shall cooperate fully and expeditiously with the City of Chicago, Office of Inspector General in any investigation or hearing undertaken pursuant to City Council Ordinance adopted on October 8, 2014, Journal of Proceedings of the City Council of the City of Chicago, pages 92142-92153 and PBCC Board of Commissioners' Resolution 8141 which approved the Intergovernmental Agreement between the City of Chicago and the PBCC designating the City Office of Inspector General to serve as the PBC's Inspector General.

### 10.6 Freedom of Information Act.

This Agreement and all related public records maintained by, provided to or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.

#### **SECTION 11. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS.**

This Agreement is contingent upon and subject to the availability of sufficient funds. The State may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the State [or sufficient Federal funds have not been made available to the State by the Federal funding source], (ii) the Governor or the State reserves appropriated funds, or (iii) the Governor or the State determines that appropriated funds [or Federal funds] may not be available for payment. The State shall provide notice, in writing, to PBCC of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon PBCC receipt of notice.

#### **SECTION 12. AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65).**

The PBCC and its subcontractors shall maintain books and records relating to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by the PBCC for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. PBCC and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The PBCC or subcontractors shall not impose a charge for audit or examination of the PBCC books and records.

#### **SECTION 13. MISCELLANEOUS.**

- a. Time of Essence. Time is of the essence of this Agreement.
- b. Written Demands: All notices, demands, and requests required or permitted under this Agreement shall be in writing.
- c. Notices: All notices, demands, and requests required or permitted hereunder shall be deemed to have been properly made on the day of service, if served personally, and on the second date following mailing, if sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

If to PBCC: Public Building Commission of Chicago  
Attn: Executive Director  
50 West Washington Street  
Room 200  
Chicago, IL 60602

With a copy to: c/o MB Real Estate Services, Inc.  
Attn: General Manager  
50 West Washington, Suite 1203  
Chicago, Illinois 60602

If to State of Illinois: Illinois Liquor Control Commission  
Attn: General Counsel  
100 W. Randolph  
2nd Floor  
Chicago, IL 60601  
312- 312-814-4802  
Thomas.Schlenhardt@illinois.gov

- d. Captions. The captions used herein have been utilized for convenience only and are not intended to modify or limit in any way the provisions hereof.
- e. Prior Agreements. This Agreement shall supersede any and all prior agreements, whether written or oral, among the Parties hereto and may only be amended by a written instrument executed by all of the Parties or their authorized agents.
- f. Counterparts. This Agreement may be executed in separate counterparts, each of it shall be deemed to be an original and constitute one in the same agreement; executed copies of this Agreement received by any party hereto by facsimile transmission shall bind the party so submitting the same until the original executed copy is received by the recipients, whereupon the same shall be replaced by the original executed copy unless the same differs from that received by facsimile transmission.
- g. Partial Invalidity. If any provision of this Agreement is deemed to be invalid, it shall not affect the remaining provisions of this Agreement.
- h. Successors and Assigns. The terms and conditions herein contained shall inure to the benefit of and shall be binding upon the Parties and their respective successors and/or assigns, as the case may be. Notwithstanding anything to the contrary herein contained, it is understood and agreed by and among the Parties hereto that this Agreement shall not be assignable by

any signatory hereto without the prior written consents of the other first had and any such assignment, without said prior written consents, shall be null and void and of no force and effect.

- i. The laws of the state of Illinois as to both interpretation and performance shall govern this Agreement.
- j. All exhibits attached hereto are hereby made a part of this Agreement.

**Signatures Begin on the Following Page**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**PBCC:**

**State of Illinois, Illinois Liquor Control  
Commission**

**Public Building Commission of Chicago**, a  
municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

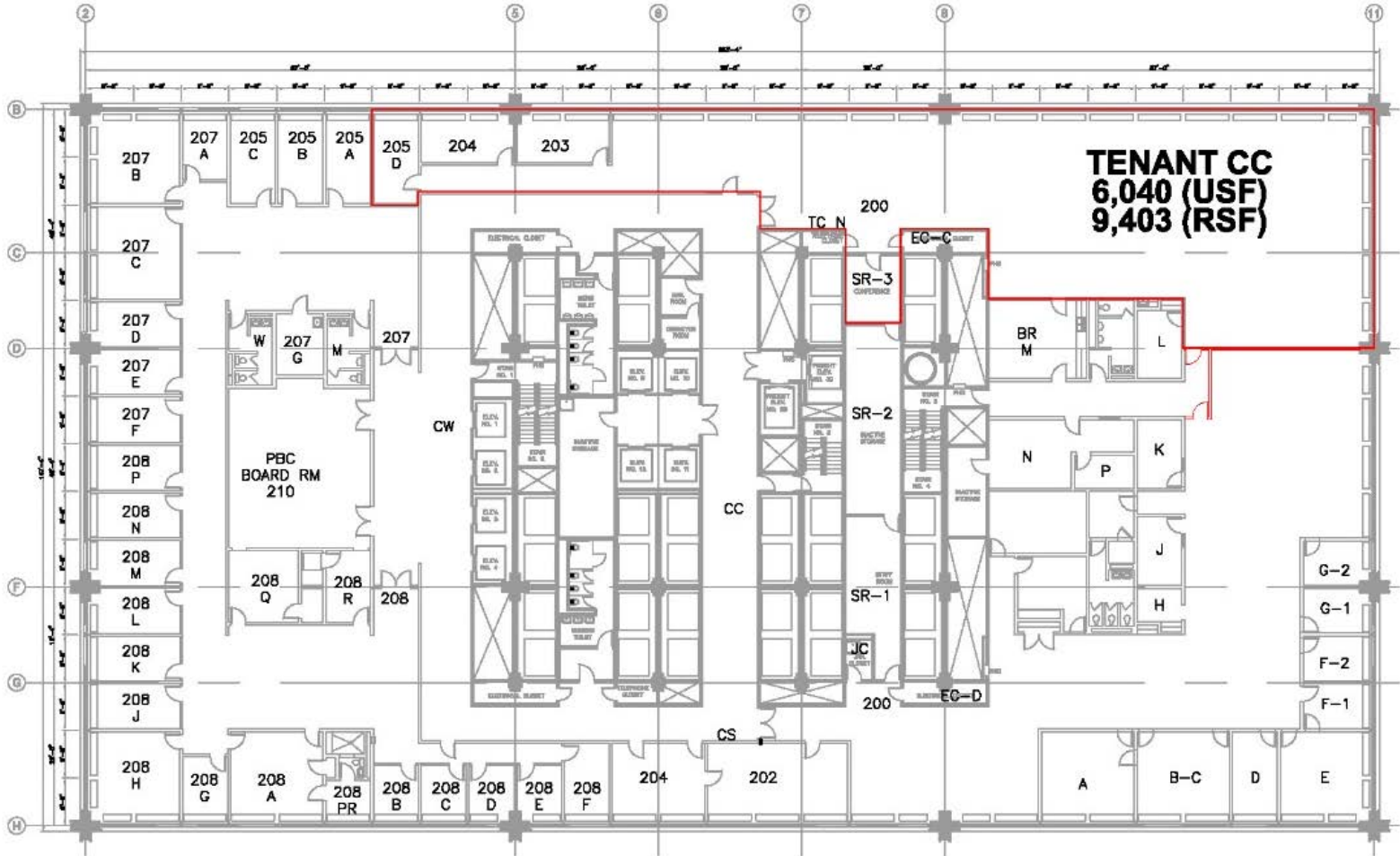
Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – LOCATION OF PREMISES**  
IGA No. \_\_\_\_\_



**EXHIBIT B – PAYMENT OF OPERATING AND CAPITAL EXPENSES**  
**IGA No. \_\_\_\_\_**

**ANTICIPATED OPEX SCHEDULE**

The following comprises anticipated operating and capital expenses for the first 5 years of the term of this intergovernmental agreement based upon immediate prior year actual expenses and is used solely for estimation purposes. Actual invoicing will be provided by PBCC.

<b>Year</b>	<b>Useable Square Footage (USF)</b>	<b>Rentable Square Footage (RSF)</b>	<b>Comments</b>	<b>Anticipated Annual OPEX per rentable square foot</b>	<b>Anticipated Annual CAPITAL per rentable square foot</b>
Year 1 (2020)	6,040	9,403		\$13.36	\$3.14
Year 2 (2021)	6,040	9,403		\$13.76	\$3.24
Year 3 (2022)	6,040	9,403		\$14.17	\$3.34
Year 4 (2023)	6,040	9,403		\$14.60	\$3.44
Year 5 (2024)	6,040	9,403		\$15.04	\$3.54
<b>Term Total:</b>				<b>\$70.93</b>	<b>\$16.69</b>

The State will be responsible for its proportionate share of operating and capital expenses. The State shall reimburse PBCC for its proportionate share of operating and capital expenses upon receipt of actual billing or copies of same from PBCC Lessee's proportionate share of billing is defined in Section 4 of this Agreement. All payments made by the State shall be in arrears.