

PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT
CONTRACT NUMBER PS942
TO PROVIDE
CONSULTING SERVICES
FOR
Various (32) Schools' Campus Parks
CHICAGO, ILLINOIS

Mayor Richard M. Daley
Chairman

Montel M. Gayles
Executive Director

Richard J. Daley Center, Room 200
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Chicago, Illinois 60602
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PROFESSIONAL SERVICES AGREEMENT

AGREEMENT NO. PS942

THIS AGREEMENT dated as of February 14, 2006 but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission"), and Navigant Consulting,, a Delaware Corporation with offices at 175 West Jackson Street, Suite 500, Chicago, IL 60604, (the "Consultant"), at Chicago, Illinois.

BACKGROUND INFORMATION

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

Project: Consulting Services for Various (32) Schools' Campus Parks

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

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

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

NOW THEREFORE, The parties agree as follows:

TERMS

1. INCORPORATION OF RECITALS

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

2. DEFINITIONS AND USAGE

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

- i. Agreement. This Agreement for Consultant Services, between the Commission and the Consultant, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- ii. Consultant. The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- iii. Commission. The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, Chief of Staff, Director of Procurement, Director of Construction, Managing Architect, Project Manager or designated consultant or consultants, including the Commission's authorized representative, as designated by the Commission in writing.
- iv. Construction Budget. The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project. The Construction Budget does not include any payments made to the Architect or subcontractors or reimbursable expenses. The Construction Budget

does not include site preparation, environmental, demolition, building abatement/demolition related activities.

- v. Contingent Additional Services. Additional services to be provided by the Consultant for the Project pursuant to the provisions of Schedule A.
 - vi. Contract Documents. All of the component parts of the Contract between the Commission and the General Contractor for the construction and improvement of the Project including the general and special conditions, technical specifications, drawings, addenda, bulletins and modifications to those parts.
 - vii. Deliverables. The documents, in whatever format requested by the Commission, including plans, reports, forms, recommendations, analyses, and interpretations, the Consultant is required under this Agreement to provide to the Commission.
 - viii. Key Personnel. Those job titles and individuals identified in Schedule E.
 - ix. Reimbursable Expenses. Actual expenditures by the Consultant for items identified in Schedule C as Reimbursable Expenses.
 - x. Services. Collectively, the duties, responsibilities and tasks that are necessary to allow the Consultant to provide the Scope of Services required by the Commission under this Agreement.
 - xi. Special Consultants. Includes subcontractors and are be eligible for reimbursement under the terms of the Agreement.
 - xii. Subcontractor. Any person or entity hired or engaged by the Consultant to provide any part of the Services.
 - xiii. Technical Personnel. Includes partners, officers and all other personnel of the Consultant, including technical typists assigned to the Project, exclusive of general office employees.
 - xiv. User Agency. The governmental agency, identified in the Background Information, that requested the Commission to undertake the construction and/or improvement of the Project.
- b. Usage and Conventions.
- i. Captions and Headings. The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.
 - ii. The term "include," in all its forms, means "include, without limitation" unless stated otherwise.
 - iii. Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.
 - iv. References to "approved by the Commission" or to "approval by the Commission" are not intended to and must not be interpreted to absolve the Consultant from liability due to errors and omissions.

3. INCORPORATION OF DOCUMENTS

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

- a. Project Documents. The plans and specifications for the Project, if any, described on Schedule B. The Consultant has received and reviewed the Project Documents.
- b. Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

4. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

- a. **Engagement.** The Commission engages the Consultant, and the Consultant accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended from time to time by mutual agreement of the Commission and the Consultant.
- b. **Key Personnel.** The Consultant must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement in Schedule E. Upon that notice Consultant must immediately suspend the Key Person or Key Persons from performing Services under this Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.
- c. **Adequate Staffing.** The Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The Consultant must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule E. The level of staffing may be revised from time to time by notice in writing from Consultant to the Commission and with prior written consent of the Commission.
- d. **Nondiscrimination.** In performing under this Agreement the Consultant will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Consultant certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 *et seq.* (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended; the Environmental Barriers Act, 410 ILCS 25/1 *et seq.*; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code (1990), as amended. The Consultant will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.
- e. **Employment Procedures; Preferences and Compliance.** Salaries of employees of the Consultant, performing work under this Agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Consultant certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Consultant will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 *et seq.* If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Consultant, out of payments due to the Consultant, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due, as determined by the Commission in its sole discretion.
- f. **Compliance with Policies Concerning MBE and WBE.** Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 3 above, the Consultant will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business

enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

- g. No Damages for Delay. The Consultant will not assert charges or claims for damages against the Commission for any delays or hindrances from any cause whatsoever during the performance of any portion of the Services. Such delays or hindrances, if any, will be compensated for by an extension of time to complete the Services, for such reasonable period as will be determined by the Commission, it being understood, however, that the agreement of the Commission to allow the Consultant to perform the Services or any other obligation under the Agreement after the time provided for its completion will in no way operate as a waiver on the part of the Commission of any of its rights under the Agreement.
- h. Records. The Consultant must maintain accurate and complete records of expenditures, costs and time incurred by the Consultant and by consultants engaged by the Consultant in connection with the Project and the Services. Such records will be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Consultant's offices upon reasonable notice during normal business hours. The Consultant must retain all such records for a period of not less than five calendar years after the termination of the Agreement.
- i. Time is of the Essence. The Consultant acknowledges that time is of the essence in the performance of services required by the Agreement and that timely completion of the Services is vital to the completion of the Project. The Consultant must use every reasonable effort to expedite performance of the Services and performance of all other obligations of the Consultant under the Agreement and any other agreements entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement under the Agreement.
- j. Compliance with Laws. In performing its engagement under the Agreement, the Consultant must comply with all applicable federal, state and local laws, rules, and regulations.
- k. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations. The Consultant will cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services. The Consultant will document the results of these Progress Meetings and distribute the minutes of the meetings to all parties.
- l. Defects in Project. The Consultant must notify the Commission immediately if the Consultant obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including cost overruns or scheduling delays.
- m. Performance Standard.
 - i. The Consultant represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality at the same site and under similar circumstances and conditions. The Consultant further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Agreement.
 - ii. The Consultant must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Consultant remains responsible for the professional and technical accuracy of all Services furnished, whether by the Consultant or others on its behalf. All deliverables will be prepared in a form and content reasonably satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

- iii. The Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- iv. If the Consultant fails to comply with the obligations under the standards of the Agreement, the Consultant must perform again at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Consultant of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant either under the Agreement, at law or equity.
- n. Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Consultant, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any changes absent such written amendment.

5. TERM

- a. Duration. The term of the Agreement begins on the Commencement Date of Services specified in Schedule A, and subject to the provisions in this section, expires upon completion of the Services and acceptance of the Deliverables by the Commission or, if the Services are of an on-going nature, on the Completion Date of the Services specified in Schedule A. The term of the Agreement may be extended by the mutual agreement of the Commission and the Consultant.
- b. Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Consultant before the effective date of termination. So long as the Consultant is not in default under this Agreement at the time of termination, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination. The Commission may, however in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.
- c. Suspension by the Commission. The Commission also has the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant before the effective date of suspension. During the notice period the Consultant must wind down its Services. So long as the Consultant is not in default under this Agreement at the time of suspension, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension. If the Consultant's performance is suspended more than 90 days under this provision, the Consultant may, at its option, exercise its rights under this section to terminate this Agreement.
 - i. During the period the Consultant's performance is suspended, the Consultant is not entitled to incur fees or bill the Commission, except for Consultant's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Consultant's invoices or claims). The Consultant may bill such time spent during a suspension only if the Consultant's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule C. Participation in meetings at the request of the Commission is not considered to be resumption of the Consultant's Services.
 - ii. If the Consultant is required to resume its Services under this Agreement, the Commission will notify Consultant in writing, giving Consultant a reasonable period to remobilize itself. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services set forth in Schedule A, establishing a revised Completion Date of Services, and Consultant will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.
- d. Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Consultant from liability for its performance of any obligation under this Agreement

that was performed or was to have been performed by the Consultant on or before the effective date of termination or suspension. In no event will the Commission be liable to the Consultant for any loss, cost or damage, including lost profits, which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided in it.

- e. Termination by the Consultant. If the Project, in whole or substantial part, is stopped for a period longer than 90 days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant or if the Commission suspends Consultant's performance of its Services on the Project for more than 90 days for any reason, or if the Commission fails after notice and an opportunity to cure to make any payment or perform any other obligation hereunder, the Consultant has the right to terminate this Agreement, by written notice given to the Commission at least 7 days before the effective date of termination, and has the right to recover from the Commission all compensation and reimbursements earned by the Consultant under this Agreement for periods up to the effective date of termination. If Consultant for any reason does not exercise its right to terminate hereunder, and if the Project and Consultant's Services are later resumed, Consultant will provide its Services as set forth in this Agreement without adjustment of compensation.
- f. Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant under the Agreement, the Commission will pay to the Consultant, according to the terms of the Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law. The term does not include, for example, typical Chicago inclement weather (i.e. weather the severity of which is less than a standard deviation from the 5-year mean for the Chicago Midway area as established by the National Oceanic and Atmospheric Administration) or labor strikes.

6. COMPENSATION OF CONSULTANT; REIMBURSEMENT FOR EXPENSES

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

7. RIGHTS AND OBLIGATIONS OF COMMISSION

- a. General and Specific. In connection with the administration of the Project by the Commission and the performance of the Agreement by the Consultant, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:
 - i. Information. The Commission will provide the Consultant all information reasonably required concerning the Commission's requirements for the Project and the Services.
 - ii. Review of Documents. Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Consultant and render decisions pertaining to them with reasonable promptness.
 - iii. Site Data. To the extent the Commission determines to be necessary for the Consultant to perform the Services, the Commission may furnish, or may authorize the Consultant to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
- b. Limited Exculpation of Consultant. The Consultant is not liable to the Commission under the provisions of subparagraph 7.a.iii for the substantive content of such obtained from a consultant engaged by the Consultant and approved by the Commission, but only if the Consultant has exercised reasonable diligence

in the selection of the consultant and also only if the Consultant has caused the consultant to purchase and maintain professional liability insurance in accordance with Schedule D, protecting the Commission, the User Agency, and the Consultant from any loss or claim arising out of the consultant's performance. See Schedule A and D for detailed requirements.

- c. **Audits.** The Commission has the right to abstract and audit the books of the Consultant and its subcontractors on all subjects relating to the Project and/or the Services.
- d. **Legal, Auditing and other Services.** The Commission will arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Project. Such payments will not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of the Consultant.
- e. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf. No extras or credits to subcontractors will be authorized by anyone other than the Commission.
- f. **Ownership of Documents.** All designs, drawings, documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services will be the property of the Commission.
 - i. The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Consultant and its subcontractors pursuant to this Agreement (the "Work") will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 *et seq.*, and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
 - ii. The Consultant will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.
 - iii. The Consultant represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Consultant is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Consultant has the legal right to fully assign any such copyright with respect to the Work; (4) the Consultant has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Consultant is not a party to any other agreement or subject to any other restrictions with respect to the Work.

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

8. INDEMNIFICATION

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

contract, and that the contractor(s) and consultant(s) under such contracts will purchase and maintain during the life of such contract such insurance as the Commission may require. The amount and insurer for such insurance are subject to approval by the Commission.

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

9. INSURANCE MAINTAINED BY THE CONSULTANT

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

10. DEFAULT

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

- (3) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (4) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory;
 - (5) Discontinuance of the Services for reasons within the Consultant's reasonable control;
 - (6) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
- vi. Any change in ownership or control of the Consultant without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
 - vii. The Consultant's default under any other agreement it presently may have or may enter into with the Commission. Consultant acknowledges that in event of a default under the Agreement the Commission may also declare a default under any such other agreements.
- b. Remedies. If an Event of Default occurs and continues, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Consultant, in which event the Commission has no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.
 - c. Remedies not Exclusive. No right or remedy in the Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

11. DISPUTES

- a. General. The Consultant will present all disputes arising under, related to or in connection with the terms of the Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract, in writing to the Executive Director for final determination.
- b. Procedure. The Consultant will make all requests for determination of disputes in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Consultant; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Consultant will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have 30 business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Project Manager to respond will not be an admission of any allegations made in the request for dispute resolution, but will constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director may thereafter reach his decision in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable.
- c. Effect. The Executive Director's final decision will be rendered in writing no more than 45 business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Consultant that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. The Consultant must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court. The Consultant will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

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

12. CONFIDENTIALITY

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

13. ASSIGNMENT

The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Consultant undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Consultant during any 12-month period. In the event of an assignment by the Consultant without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Consultant further acknowledges that the Consultant represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Consultant must so notify the Commission in writing, and must assign other qualified members of the Consultant's staff, as approved by the Commission, to the Project.

14. RELATIONSHIP OF PARTIES

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

15. GENERAL

- a. **Consultant's Authority.** The Consultant represents that its execution of the Agreement is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.
- b. **Counterparts.** The Agreement may be executed in any number of counterparts, any of which will be deemed an original.
- c. **Entire Agreement.** The Agreement constitutes the entire understanding and agreement between the parties to this Agreement and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged in this Agreement. The Agreement must not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.
- d. **Governing Law.** The Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.

- e. No Waiver. The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.
- f. Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Consultant at their respective addresses set forth above, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.
- g. Non-liability of Public Officials. No Commission trustee, employee, agent, officer, or official is personally liable to Consultant or its subcontractors, and Consultant and its subcontractors are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to Consultant or its subcontractors under this Agreement.
- h. Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.
- i. Successors and Assigns. Except as otherwise provided in the Agreement, the Agreement is binding upon and inures to the benefit of each of the parties to the Agreement and their respective successors and assigns.
- j. Errors and Omissions. The Commission has a committee that reviews the Project for alleged errors and omissions by the Consultant. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim on the alleged error and omission to the Consultant, allow the Consultant to respond in writing, and meet with the Consultant to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Consultant will attend such meetings without additional compensation.

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

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

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

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

GAE Contingency
0500
518900

EXECUTION PAGE

SIGNED on: March 15, 2006
PUBLIC BUILDING COMMISSION OF CHICAGO

Jennifer Banga 02272006
Project Manager

[Signature]
Managing Architect

Director of Construction

Allen C. Benoit 3/7/06
Director of Procurement

Montel M. Sayin
Executive Director

This Agreement/Request for Service is under \$25,000.00.

CONSULTANT:
Navigant Consulting Inc.

BY: Wayne M. Koprowski
Secretary/Assistant Secretary

BY: [Signature]
~~President/Vice President~~
EVP + CFO

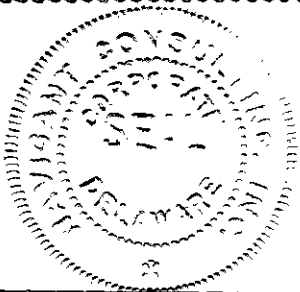
AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook
State of: Illinois

Subscribed and sworn to before me by Wayne M. Koprowski and Ben W. Peck on behalf of
Consultant this 21st day of Feb, 20 06.

JAN SARI SHUMAN
Notary Public
My Commission expires: 5/6/06

(SEAL OF NOTARY)



SCHEDULE A SCOPE OF SERVICES

Consulting Services for
Various (32) Schools' Campus Parks

SCOPE OF SERVICES

The Consultant will provide certain consulting Services as described below. The term of this Agreement will terminate when all services required by this Agreement have been completed to the reasonable satisfaction of the Commission or the Completion Date of Services stated below, whichever is the later to occur.

Commencement Date of Services **February 16, 2006**

Completion Date of Services **March 30, 2006**

The Deliverables (and any other work product) must be approved by the Commission in writing. It is expressly understood and agreed that references in the Agreement to "approved by the Commission" or to "approval by the Commission" will not be interpreted to absolve the Consultant from liability due to errors and omissions.

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

The Consultant will:

A.1. PROJECT ACTIVITIES

- A.1.1 Consult with the Commission, as appropriate, regarding the project deliverables and the project activities of the Project.
- A.1.2 Plan, document and communicate the activities and costs required to successfully complete the project.
- A.1.3 Review existing documentation provided by PBC internal sources as well as Sister Agencies.
- A.1.4 Request from external sources necessary documentation.
- A.1.5 Request from internal sources necessary documentation.
- A.1.6 Document project summary file completeness and recommend acceptance of updated financials regarding the various (32) campus parks (or as many as can be reasonably completed within 29 calendar days after the Commencement Date of Services) where information is sufficient.
- A.1.7 Where additional work is to be done or information is not sufficient, document the key business issues and make recommendations to resolve the issue(s).
- A.1.8 Participate in required meetings (or as many as can be reasonably completed within 29 calendar days after the Commencement Date of Services) to gain resolution on the financial issues regarding the various (32) campus parks.
- A.1.9 Immediately upon the Commission's review and written approval of preceding deliverables, begin the activities to achieve the next set of deliverables, if any.

A.2. PROJECT DELIVERABLES

- A.2.1 Produce letter templates for verifying payments and project status.
- A.2.2 Produce workplan within 5 business days of start (and with reasonable acceptability by the Commission) detailing activities, milestones and end-products.
- A.2.3 Render progress reports bi-weekly (written), and weekly (verbal).
- A.2.4 Produce Project Summary Files (to the extent the information is available), including but not limited to:
 - A.2.4.1 Original Budgets;
 - A.2.4.2 General Contractor/Construction Contracts;
 - A.2.4.3 Professional Agreements - Architect of Record;

- A.2.4.4. Professional Agreements - Owners Representative;
- A.2.4.5. Change Orders;
- A.2.4.6. Amendments;
- A.2.4.7. Waivers;
- A.2.4.8. Communications attesting to project completion;
- A.2.4.9. Communications attesting to project acceptance;
- A.2.4.10. Correspondences with vendors, Sister Agencies, and PBC staff necessary to validate recommendations.
- A.2.5. Produce Campus Park Project Recommendations.
 - A.2.5.1 Updated financial summary containing:
 - A.2.5.1.1. Verification that estimated changes are approved and properly documented;
 - A.2.5.1.2. Verification that funds are properly accrued within the committed cost categories ;
 - A.2.5.1.3. Revised and/or confirmed balances to pay.
 - A.2.5.1.4. Projected anticipated cost to complete based on known/discovered claims, waivers, affidavits, vendors written communications, etc. and current project status.
- A.2.6 Concerning those projects where information is sufficient to assume no further claims on funds, provide:
 - A.2.6.1. A recommendation for a final budget;
 - A.2.6.2. Any required budget reallocations;
 - A.2.6.3. Expected remaining funds for PBC closeout.
- A.2.7. Concerning those projects where information is not sufficient to assume no further claims on funds, provide:
 - A.2.7.1. A summary for unpaid invoices/claims, with recommendation and reasoning (including recommendations on likely resolutions).
 - A.2.7.2. A recommendation for an updated budget with reserves for unpaid invoices/potential claims;
 - A.2.7.3. All required budget reallocations;
 - A.2.7.4. Expected remaining funds for PBC closeout.

A.9. CONTINGENT ADDITIONAL SERVICES

Provide Contingent Additional Services (outside of the Scope of Services as detailed above) as may be authorized in writing by the Commission:

**SCHEDULE B
PROJECT DOCUMENTS**

Intentionally Omitted.

GAE Contingency
0500
518900

SCHEDULE C COMPENSATION OF THE CONSULTANT

C.1. CONSULTANT'S FEE

C.1.1. The Commission will pay the Consultant for its services a Not-to-Exceed Fee ("Fee") of \$15,000. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated additive change orders constitutes the Consultant's full Fee for Basic Services. The fee will be allocated as mutually agreed by the Commission and the Consultant.

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

C.2. BILLING RATES

C.2.1. The Commission will compensate the Consultant for contract modifications and/or additional services based upon a Lump Sum Fee or a Time Card Not to Exceed Fee, as mutually agreed upon and, as approved by the Commission in writing.

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

C.2.2. Indirect Personnel Expenses:

- C.2.2.1. Workmen's Compensation Insurance.
- C.2.2.2. Social Security Tax.
- C.2.2.3. Unemployment Insurance.
- C.2.2.4. Health insurance Benefits.
- C.2.2.5. Long Term Disability Insurance.
- C.2.2.6. Other Statutory and Non-Statutory Employee Benefits.
- C.2.2.7. Pensions and Similar Contributions.

C.2.3. Indirect Administrative Expenses:

- C.2.3.1. Telephone Service including Local Calls.
- C.2.3.2. General and Administrative Expense including Overhead.
- C.2.3.3. General Liability, (Excluding costs for Insurance Premiums on Special Consultant(s) and Trade Contractors) Professional Liability, Valuable Papers, Auto and other Insurance as mandated by the Contract.
- C.2.3.4. Computer Charges.
- C.2.3.5. Postage and Handling.
- C.2.3.6. Parking and Mileage.
- C.2.3.7. Other items not specifically identified below as "Reimbursables".

C.2.4 Profit.

C.3. REIMBURSABLES

C.3.1. "Reimbursable Expenses" as referred to in this Agreement, are actual expenditures at cost, incurred by the Consultant, and required to provide their services to the Commission.

C.3.2. Costs of these expenses are on a not to exceed basis of \$2,000.

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

C.3.3.1. Expense of transportation and living of principals and employees traveling in connection with the Project, but not including travel and expense to and from the job site or within a 50-mile radius of downtown Chicago. Travel expenses include coach air fare, hotel and per diem costs, auto rental, fuel and insurance, and must be supported with proper documentation in the form of itemized invoices.

C.3.3.2. Fees and costs of special consulting services requested by the Commission will be paid as a reimbursable expense.

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

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

C.3.4. The following is not a reimbursable expenses:

C.3.4.1. Office and administrative expenses, including telephonic or telecopier system expenses, photocopying and duplicating costs, except as defined under C.3.1, office or drafting supplies, and delivery services except as defined under C.3.1.

C.4. INVOICING

The Consultant will submit an 1 copy of its monthly invoice to the Commission's designated representative for approval, in addition to the original submitted to the Commission's Accounting Division. Submittal of approved invoices to the Commission is the responsibility of the Commission's designated representative.

SCHEDULE D INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission and the **Chicago Public Schools** must be named as additional insureds on a primary, non-contributory basis for liability arising directly or indirectly from the work.

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage. The Commission and **Chicago Public Schools** must be named as additional insureds on a primary, non-contributory basis.

D.1.4. Professional Liability

When any Consultant, or Subcontractor, performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than **\$1,000,000** covering negligent acts, errors, or omissions. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of 2 years.

D.1.5. Property

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

D.1.6. Valuable Papers

When any plans, designs, drawings, specifications, data, media, and documents are produced or used under the Agreement, Valuable Papers Insurance will be maintained with limits of not less than to pay for the re-creation and reconstruction of such records.

D.2. ADDITIONAL REQUIREMENTS

D.2.1. The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverages. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may

constitute a violation of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

D.2.3. The insurance must provide for 60 days prior written notice to be given to the Commission if coverage is canceled.

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

D.2.5. The Consultant agrees that insures waive their rights of subrogation against the Public Building Commission, its employees, elected officials, agents, or representatives.

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

D.2.7. Any insurance or self-insurance programs maintained by the Commission and the Chicago Public Schools do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

D.3. RISK MANAGEMENT

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

**SCHEDULE E
KEY PERSONNEL**

**List the key personnel for the execution of this contract by name and title from highest to lowest ranking.
Please refer to §§ 4.b and 4.c .**

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certifications

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____
Description or goods or services to be provided under Contract: #PS942
2. Full Legal Name of Contractor: Navigant Consulting, Inc.
3. **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

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

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

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

DISCLOSURE OF RETAINED PARTIES (continued)

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

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

Signature: _____

Name (Type or Print)

Date: _____

Title

County of _____

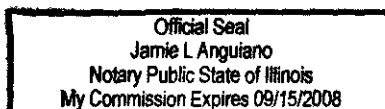
State of _____

Subscribed and sworn to before me this 22 day of February 2006

Notary Public

My commission expires: 9.15.2008

Notary Seal:



15948

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/23/2006																					
PRODUCER Aon Risk Services, Inc. of Illinois 200 East Randolph Chicago IL 60601 USA PHONE (866) 283-7122 FAX (847) 953-5390		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																					
DISBURS Navigant Consulting, Inc. 615 N. Wabash Avenue Chicago, IL 60611 USA		INSURERS AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A</td> <td>XL Specialty Insurance Co</td> <td>NAIC #</td> <td>37885</td> </tr> <tr> <td>INSURER B</td> <td>Charter Oak Fire Ins Co</td> <td></td> <td>25615</td> </tr> <tr> <td>INSURER C</td> <td>Travelers Indemnity Co of Ct</td> <td></td> <td>25682</td> </tr> <tr> <td>INSURER D</td> <td>Travelers Property cas co of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> <td></td> </tr> </table>		INSURER A	XL Specialty Insurance Co	NAIC #	37885	INSURER B	Charter Oak Fire Ins Co		25615	INSURER C	Travelers Indemnity Co of Ct		25682	INSURER D	Travelers Property cas co of America		25674	INSURER E			
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COVERAGE THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																							
INSUR	ADD'L DISBUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS																	
D		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES FOR: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	P6309955B463TTL05	12/31/05	12/31/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOD AGG \$2,000,000																	
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON OWNED AUTOS	P8109955B463TTL05	12/31/05	12/31/06	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)																	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY ACC																	
D		EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> UNDERWRITER <input checked="" type="checkbox"/> RETENTION \$10,000	P50CUP9955B63TTL05	12/31/05	12/31/06	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000																	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PVB0UB9955B46305 FEUB2623C02505	12/31/05 12/31/05	12/31/06 12/31/06	<input checked="" type="checkbox"/> WC STATE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE-EA EMPLOYER \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000																	
A		OTHER N/A Coverage	ELU09026205	10/21/05	11/21/06	Each loss \$10,000,000 Aggregate \$10,000,000 Deductible \$1,000,000																	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: Financial review of Public Building Commission of Chicago; 20 campus parks. The Public Building Commission of Chicago and the Chicago Public Schools are included as Additional Insured on a primary and non-contributory basis with respect to the General and Automobile Liability policies. Waiver of Subrogation applies for General																							
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREON, THE ISSUING DISBURS WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.																							
ACORD 2010 Public Building Commission Procurement Department Attn: Certificates of Insurance Richard J. Daley Center, room 200 Chicago IL 60602 USA				AUTHORIZED REPRESENTATIVE Aon Risk Services, Inc. of Illinois																			

Holder Identifier:

Certificate No.: 570016803218

JL 2/23/06

10/23/06

Attachment to ACORD Certificate for Navigant Consulting, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURER

Navigant Consulting, Inc.
615 N. Wabash Avenue
Chicago, IL 60611 USA

INSURER

INSURER

INSURER

INSURER

INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADDITIONAL INSURER	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

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

Liability and Workers' Compensation.

Certificate No :

570016803218