

BOOK 1

Public Building Commission and Burling Builders, Inc.

CONTRACT NO. PS3092

CITY COLLEGES OF CHICAGO. SCHOOL OF NURSING
6301 South Halsted Street
Chicago, Illinois



Mayor Brandon Johnson, Chairman

Ray Giderof
Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

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DESIGN-BUILD AGREEMENT BETWEEN COMMISSION AND DESIGN-BUILDER

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ARTICLE 1 AGREEMENT

This Design-Build Agreement (“Agreement”) is made as December 10, 2024 (the “Effective Date”), but actually executed on the date below, by and between the Public Building Commission of Chicago, a municipal corporation and body politic organized and operating under the Constitution of the State of Illinois (“Commission”) and Burling Builders, Inc. located at 44 West 60th Street, Chicago, Illinois 60621 (“Design-Builder”) for design-build services (“Services”) in connection with the following Project:

CITY COLLEGES OF CHICAGO. SCHOOL OF NURSING 6301 South Halsted Street Chicago, Illinois

WHEREAS, the Commission intends to undertake, on behalf of the Board of Trustees of Community College District 508 commonly known as the City Colleges of Chicago, (“User Agency”) the design, construction, and delivery of the City Colleges of Chicago. School of Nursing (the “Project”) to be located on certain property commonly known as Kennedy King College, 6301 South Halsted Street, Chicago, Illinois (the “Project Site”); and

WHEREAS, the Commission requires certain services necessary and appropriate in order to design, construct and deliver the Project, and desires to retain the Design-Builder to perform such services on the terms and conditions set forth in this Agreement; and

WHEREAS, the Design-Builder desires to be so retained and has represented to the Commission that it has the knowledge, skill, experience and other resources to perform such services in the manner provided by this Agreement; and

WHEREAS, the Commission has relied upon the Design-Builder’s representations in selecting the Design-Builder to perform such services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants set forth herein, the parties hereby agree as follows:

ARTICLE 2 GENERAL PROVISIONS

2.1 RECITALS. The above Recitals are incorporated herein by reference.

2.2 RELATIONSHIP. The Commission and the Design-Builder agree to proceed with the Project on the basis of trust, good faith, and fair dealing and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Scope of Work to be constructed within the Guaranteed Maximum Price (GMP) Project Cost Proposal/Cost Form and by the Dates of Substantial Completion and Final Completion for the Scope of Work. The Design-Builder agrees to procure or furnish, as permitted by the laws of Illinois, the design phase services and construction phase services as set forth below.

2.2.1 The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.2.2 Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Commission unless authorized in writing by the Commission's Representative.

2.2.3 The Commission and the Design-Builder shall perform their obligations with integrity, ensuring at a minimum that:

2.2.3.1 Conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.2.3.2 The Design-Builder and the Commission warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.3 ARCHITECT/ENGINEER. Architectural and/or engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the law of the State of Illinois. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Architect/Engineer.

2.4 EXTENT OF AGREEMENT. This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Commission and the Design-Builder agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision are for the exclusive benefit of the Commission and the Design-Builder and not for the benefit of any third party nor any third-party beneficiary except to the extent expressly provided in the Agreement.

2.5 DEFINITIONS

- 2.5.1 The Contract Documents consist of:
- a. Change Orders and written amendments to this Agreement including exhibits and appendices, signed by both the Commission and the Design-Builder;
 - b. this Agreement except for the existing Contract Documents set forth in item (e) below;
 - c. the most current documents approved by the Commission;
 - d. the information provided by the Commission pursuant to Clause 4.1.2.1;
 - e. the Contract documents in existence at the time of execution of this Agreement which are set forth in Article 16; and
 - f. the Commission's Program provided pursuant to Subparagraph 4.1.1.
 - g. In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above; further, Book 1 will govern over Book 2.
- 2.5.2 Day shall mean calendar day, unless otherwise specifically defined.
- 2.5.3 Design-Builder's Fee means the compensation paid to the Design-Builder for salaries and other mandatory or customary compensation of the Design-Builder's employees at its principal and branch offices except employees listed in Subparagraph 7.1.3, general and administrative expenses of the Design-Builder's principal and branch offices other than the field office, and the Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work, and profit.
- 2.5.4 Defective Work is any portion of the Work not in conformance with the Contract Documents as more fully described in Article 3.
- 2.5.5 Fast-track means accelerated scheduling which involves expedited permitting, project phasing early bid package procurement specifically related to long lead material, and working extended hours, shifts, and weekends as necessary.
- 2.5.6 Final Completion and Acceptance of the Work means the last date on which all of the following events have occurred: all Work, including punch-list work, has been completed by the Design-Builder in accordance with the Contract Documents, approved by the Architect/Engineer, and accepted by the Commission; Design-Builder's LEED responsibilities have been completed if applicable and approved by the Architect/Engineer; all deliverables, including closeout documentation such as warranties, record documents, as-builts, etc. have been submitted by the Design-Builder and approved by the Architect/Engineer; and all other contractual requirements for final payment have been completed.
- 2.5.7 Guaranteed Maximum Price (GMP) Project Cost Proposal/Cost Form is the maximum amount to be paid by the Commission to design, construct, and deliver the Project as set forth on the Guaranteed Maximum Project Cost Proposal, as amended.
- 2.5.8 Material Supplier is a party or entity retained by the Design-Builder to provide material and equipment for the Work.

- 2.5.9 Others means other contractors and all persons at the Worksite who are not employed by Design-Builder, its Subcontractors or Material Suppliers.
- 2.5.10 Commission is the person or entity identified as such in this Agreement and includes the Commission's Representative.
- 2.5.11 Commission's Program is an initial description of the Commission's objectives, that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.
- 2.5.12 Project as identified in Article 1, is the building, facility or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Commission or Others.
- 2.5.13 Subcontractor, vendor, or supplier is a party or entity retained by the Design-Builder as an independent contractor to provide the onsite labor, materials, equipment or services necessary to complete a specific portion of the work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the Commission or any separate contractor's subcontractor.
- 2.5.14 Substantial Completion of the Work, designated portions of the Work, occur on the date when the Design-Builder's obligations are sufficiently complete in accordance with the Contract Documents, inspected and approved, in writing, by the Architect/Engineer, and accepted by the Commission such that the User can occupy the Project without disruption.
- 2.5.15 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- 2.5.16 Work is the Design Phase services procured or furnished in accordance with Article 3 and the GMP. Additional services that may be provided in accordance with Article 3 and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.
- 2.5.17 Deliverables are any and all documents, including but not limited to plans, specifications, drawings, and reports prepared by the Design-Builder in the performance of the Work.
- 2.5.18 Project Site means the geographic area at the location mentioned in Article 1 where the Work is to be performed.
- 2.5.19 User Agency means the unit of local government on the behalf of which the Commission is undertaking the design and construction of the Project.

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Commission's Program, as such Program may be modified by the Commission during the course of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of its services consistent with Paragraph 2.2 but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP proposal. The Design-Builder shall at all times comply in letter and spirit with, and demonstrate good faith efforts to achieve, the affirmative action goals of the Commission and its User Agency, as those goals may be set forth in the MBE/WBE Special Conditions for Design Build Contracts, Book 2, Article 23, attached hereto and incorporated by reference herein, and all other terms and provisions of this Agreement.

3.1 DESIGN PHASE SERVICES. In addition to the Design Phase Services set forth below, the Design-Builder shall provide those design services specified in **Exhibit 1 - Design Builder Design Services**, attached hereto and incorporated by reference herein.

- 3.1.1 PRELIMINARY EVALUATION. The Design-Builder shall review the Commission's Program to ascertain the requirements of the Project and shall verify such requirements with the Commission. The Design-Builder's review shall also provide to the Commission a preliminary evaluation of the site with regard to access, drainage, building placement and other considerations affecting the building, the environment and energy use, as well as information regarding applicable governmental laws, regulations and requirements. The Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Commission, to determine the most desirable approach on the basis of costs, technology, quality and speed of delivery. Based upon its review and verification of the Commission's Program and other relevant information the Design-Builder shall provide a Preliminary Evaluation of the Project's feasibility for the Commission's acceptance. The Design-Builder's Preliminary Evaluation shall specifically identify any deviations from the Commission's Program.
- 3.1.2 PRELIMINARY SCHEDULE. The Design-Builder shall prepare a preliminary schedule of the Work. The Commission shall provide written approval of milestone dates established in the preliminary schedule of the Work. The schedule shall show the activities of the Commission, the Architect/Engineer and the Design-Builder necessary to meet the Commission's completion requirements. The schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved schedule will not be met, the Design-Builder shall recommend corrective action to the Commission in writing.
- 3.1.3 PRELIMINARY ESTIMATE. When sufficient Project Information has been identified, the Design-Builder shall prepare for the Commission's acceptance a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds the Commission's budget, the Design-Builder shall make recommendations to the Commission.

- 3.1.4 SCHEMATIC DESIGN DOCUMENTS. The Design-Builder shall submit for the Commission's written approval Schematic Design Documents, based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. One set of these documents shall be furnished to the Commission. When the Design-Builder submits the Schematic Design Documents the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design-Builder's Preliminary Evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and estimate based on the Schematic Design Documents.
- 3.1.5 PERMITS. The Design-Builder shall obtain and the Commission shall pay for all permits necessary for the construction of the Project. The cost of permits are included in the Design Fee Services. The Design-Builder may use **Exhibit - 15 Fee Waiver** (hereafter "Exhibit 15") when applicable during the duration of the Project.
- 3.1.6 DESIGN DEVELOPMENT DOCUMENTS. The Design-Builder shall submit for the Commission's written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. One set of these documents shall be furnished to the Commission. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Schematic Design Documents. The Design-Builder shall update the schedule and estimate based on the Design Development.
- 3.1.7 CONSTRUCTION DOCUMENTS. The Design-Builder shall submit for the Commission's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work and shall consist of drawings and specifications based upon codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Commission prior to commencement of construction. If GMP has not been established the Design-Builder shall prepare a further update of the schedule and estimate based on the Construction Documents.

The Design-Builder acknowledges that the Commission selected the design-build method of project delivery in order to obtain the advantages associated with having the builder participate in the design process. Throughout the Design Phase, the Design-Builder shall provide value engineering services to assist the Commission in reducing design, construction, operation, and maintenance costs with respect to the Project, while maintaining or enhancing the Project's quality, efficiency, integrity, and functional performance.

3.1.8 OWNERSHIP OF DOCUMENTS

- 3.1.8.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS. All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Commission, including all copyrights inherent in them or their preparation. During performance of the Work, Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder must bear the cost of replacement and of any loss suffered by the Commission.
- 3.1.8.2 COPYRIGHTS. Design-Builder and the Commission agree that, to the extent permitted by law, the Deliverables to be produced by Design-Builder at the Commission's instance and expense under this Agreement are conclusively considered "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 will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its 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 other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. Design-Builder warrants to the Commission, its successors and assigns, that on the date of transfer Design-Builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design-Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and

will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

- 3.1.8.3 USE OF DOCUMENTS IN EVENT OF TERMINATION. In the event of a termination of this Agreement pursuant to Article 12, the Commission shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 3.1.8.2, provided payment has been made pursuant to Paragraph 3.1.8.1.
- 3.1.8.4 COMMISSION'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT. After completion of the Project, the Commission may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Project Site. The Commission's use of the Documents without the Design-Builder's involvement or on other projects is at the Commission's sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.
- 3.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS. Where the Design-Builder has transferred its copyright interest in the Documents under Subparagraph 3.1.8.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.
- 3.1.8.6 The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Commission in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.2 DESIGN-BUILDER'S GMP will contain, as part of the estimated Cost of the Work, costs for the following categories/line item: General Conditions, Payment and Performance Bond, Insurance, Design Phase Services, Cost of Work, and Design-Builder's Fee.

- 3.2.1 COST REPORTING. The Design-Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design-Builder shall maintain a complete set of all books and records prepared or used by the Design-Builder with respect to the Project. The Design-Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to generally accepted accounting principles. The Commission shall be afforded reasonable access during normal business hours to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design-Builder shall present all such records for a period of five years after the final payment or longer where required by law.

3.2.2 ERRORS AND OMISSIONS. The Design-Builder shall, at no additional cost to the Commission, immediately make additions, changes and corrections to any documents prepared by Design-Builder necessitated by errors and omissions in the Design-Builder's performance of its services. In addition, the Design/Builder shall not be entitled to any compensation or adjustment in the Design Builder's Fee or the GMP for additional work required as a result of errors or omissions by Design-Builder in the course of the performance of its duties under this Agreement.

3.3 CONSTRUCTION PHASE SERVICES

3.3.1 The Construction Phase of the Scope of Work will commence upon the issuance of a written Notice to Proceed (NTP) by the Commission.

3.3.2 In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools and subcontracted items.

3.3.3 The Design-Builder shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work.

3.3.4 The Design-Builder shall obtain all permits necessary for the construction of the Project. The cost of permits are a Cost of the Work. The Design-Builder may use Exhibit 15 when applicable during the duration of the Project.

3.3.5 The Design-Builder shall provide written reports daily to the Commission on the progress of the Work in such detail as is required by the Commission and as agreed to by the Commission and the Design-Builder.

3.3.6 The Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to the Commission at mutually agreeable intervals.

3.3.7 The Design-Builder shall regularly and properly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.3.8 The Design-Builder shall prepare and submit to the Commission:

3.3.8.1 Final marked-up as built drawings; and

3.3.8.2 updated electronic data documenting the various elements of the Work including changes actually constructed or installed, or as defined by the Parties by

attachment to the Agreement.

3.4 CONSTRUCTION MEANS AND METHODS. Design-Builder is solely responsible for the means, methods, techniques, sequences and procedures of construction within the parameters set forth by this Agreement. Nothing in this Section 3.4 shall be deemed to limit the Design-Builder's obligations to provide the Commission access to all Work as provided in other Sections of this Agreement, nor shall the Commission's observation of the Work at Construction Hold Points be construed to relieve the Design-Builder of its obligation to correct defective Work if defects are discovered after an observation.

3.5 SCHEDULE OF THE WORK. The Design-Builder shall prepare and submit a Schedule of Work for the Commission's acceptance and written approval as to milestone dates and activities pursuant to Article 10 of Book 2. This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Commission. The Schedule shall be revised as required by the conditions of the Work and as agreed upon by the Parties and as otherwise provided in Article 10 of Book 2.

3.6 SAFETY OF PERSONS AND PROPERTY

3.6.1 SAFETY PRECAUTIONS AND PROGRAMS. The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this Paragraph establish the responsibility for safety between the Commission and the Design Builder, they do not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.6.1.1 The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.6.1.1.1 its employees and other persons at the Worksite;

3.6.1.2.1 materials, supplies and equipment stored at the Worksite for use in performance of the Work; and

3.6.1.3.1 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.6.2 DESIGN-BUILDER'S SAFETY REPRESENTATIVE. The Design-Builder shall designate a Safety Representative for the Project. The Design-Builder shall submit a Project specific Safety Plan, prepared and approved by its Safety Representative. The Design-Builder's Safety Representative shall conduct regular site visits and participate in tool box meetings to ensure compliance with the Design-Builder's Safety Plan. The Design-Builder will immediately report in writing all accidents and injuries occurring at the Worksite to the Commission. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Commission.

3.6.2.1 The Design-Builder shall provide the Commission with copies of all notices required of the Design-Builder by law or regulation. The Design-Builder's safety program shall

comply with the requirements of all governmental authorities having jurisdiction over the Work.

3.6.2.2 Damage or loss not insured under property insurance which may arise from the performance of the Work to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, or any third party, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Commission and not to the Design-Builder shall be promptly remedied by the Commission; provided, however, that the Commission may direct the Design-Builder to remedy such damage or loss, and the Commission shall pay for such remedy as a Cost of the Work.

3.6.2.3 If the Commission deems any part of the Work or Worksite unsafe, the Commission, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Commission, or both. If the Design-Builder does not adopt corrective measures, the Commission may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in Article 7. The Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Commission's reasonable request.

3.7 HAZARDOUS MATERIALS

3.7.1 A Hazardous Material is any substance or material identified as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up. The Design-Builder shall not be obligated to commence or continue work until all Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Commission as certified by an independent testing laboratory approved by the appropriate government agency.

3.7.2 If after the commencement of the Work, Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Commission and, if required, the government agency with jurisdiction.

3.7.3 The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.7.4 The Commission shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Commission. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the

Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

- 3.7.5 If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion.
- 3.7.6 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Commission or Others, shall be maintained at the Project by the Design-Builder and made available to the Commission and Subcontractors.
- 3.7.7 During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon issuance of the Certificate of Substantial Completion, the Commission shall be responsible under this Paragraph for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.
- 3.7.8 The terms of this Paragraph 3.7 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.8 WARRANTIES AND COMPLETION

- 3.8.1 The Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work. The Design-Builder agrees to correct all construction performed under this Agreement which is defective in workmanship or materials within a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 3.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Commission, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. The Design-Builder shall assist the Commission in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- 3.8.3 The Design-Builder shall secure any and all required certificates of inspection, testing or approval and deliver them to the Commission.
- 3.8.4 The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Commission in a format directed by the Commission.
- 3.8.5 The Design-Builder shall direct the commissioning checkout of utilities and start-up

operations and adjusting and balancing of systems and equipment for readiness.

3.9 CONFIDENTIALITY. The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and the Architect/Engineer as is necessary for the performance of the Work or use for its own benefit any of the Commission's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Commission shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Commission in connection with the performance of this Agreement. The Commission and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential." Notwithstanding the foregoing, the Parties acknowledge and agree that the Commission is a unit of local government, and as such is subject to Freedom of Information Act, 5 ILCS 140/1 et seq. Design-Builder will not issue any publicity, news releases or grant press interviews, and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Work or the Project to which the Work pertains without the prior written consent of the Commission.

If Design-Builder is presented with a request for documents by any administrative agency, or with a subpoena duces tecum regarding any records, data or documents which may be in Design-Builder's possession by reason of this Agreement, Design-Builder shall immediately give notice to the Commission and its legal counsel with the understanding that the Commission will have the opportunity to contest such process by any means available to it before the records or documents are released to a court or other third party. Design-Builder is not, however, obligated to withhold the delivery beyond the time ordered by the court or administrative agency unless the subpoena or request is quashed, or the time to produce is otherwise extended.

3.10 ADDITIONAL SERVICES. The Design-Builder shall provide or procure the following Additional services upon the request of the Commission. A written amendment to this Agreement between the Commission and the Design-Builder shall define the extent of such Additional services before they are performed by the Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional services shall be considered a change in the Work.

- 3.10.1 Development of the Commission's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
- 3.10.2 Consultations, negotiations, and documentation and supporting the procurement of Project financing.
- 3.10.3 Surveys, site evaluations, legal descriptions and aerial photographs.
- 3.10.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.
- 3.10.5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.
- 3.10.6 Consultations and representations before governmental authorities or others having

jurisdiction over the Project other than normal assistance in securing building permits.

- 3.10.7 Investigation or making measured drawings of existing conditions or the reasonably required verification of Commission-provided drawings and information. Artistic renderings, models and mockups of the Project or any part of the Project or the Work.
- 3.10.8 Interior design and related services, including procurement and placement of furniture, furnishings, artwork and decorations.
- 3.10.9 Making revisions to the Design Development or Construction Documents or documents forming the basis of the GMP after they have been approved by the Commission, and which are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Material Suppliers, Sub-subcontractors or the Architect/Engineer.
- 3.10.10 Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained or work to be performed, by the Commission, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of the Work.
- 3.10.11 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.
- 3.10.12 Out-of-town travel by the Architect/Engineer in connection with the Work, except between the Architect/Engineer's office, the Design-Builder's office, the Commission's office and the Worksite.
- 3.10.13 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start-up.
- 3.10.14 Services for tenant or rental spaces not a part of this Agreement.
- 3.10.15 Services requested by the Commission or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.
- 3.10.16 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.
- 3.10.17 Providing services relating to Hazardous Material discovered at the Worksite.
- 3.10.18 Other services as agreed to by the Parties.

3.11 STANDARD OF CARE

- 3.11.1 Design-Builder shall perform all services required by this Agreement with that degree of skill, care and diligence consistent with the professional standards prevailing in the Chicago

metropolitan area for services of comparable scope and magnitude.

- 3.11.2 Design-Builder is and remains responsible for the professional and technical accuracy of all services or Deliverables furnished, whether by Design-Builder, the Architect Engineer, or others on its or their behalf. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. Subsequent editions of design Deliverables, including drawings and specifications, shall supersede earlier editions, provided that any items that have changed on the design Deliverables are explicitly noted. Subsequent design Deliverables shall represent further development of the design Deliverables and shall not change or omit previously approved features or elements unless such differences or deviations are: (i) explicitly noted and identified in writing on the Deliverable, and (ii) expressly and unambiguously accepted by the Commission in writing. The Commission's inadvertent approval of a design Deliverable that contains an unapproved difference or deviation from any requirement of this Agreement shall not be construed as a waiver of such requirement.
- 3.11.3 Design-Builder shall, consistent with the Illinois Architecture Practice Act of 1989, 225 ILCS 305 et seq., and other applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified independent licensed design professionals, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design Builder to complete the Work consistent with the Contract Documents. Design-Builder must assure 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. Design-Builder must provide copies of any such licenses.
- 3.11.4 Any or all agreements between the Design-Builder and the Architect/Engineer shall provide that the Commission is a third-party beneficiary of such agreement, and shall provide further that the Commission shall have a direct right and cause of action against the Architect Engineer for any error or omission by the Architect/Engineer in the performance of the design services of the Work.

3.12 PROJECT PROCEDURES. Design-Builder shall develop in conjunction with the Commission's Representative and shall prepare and submit in writing for the Commission's review and approval, procedures with regard to procurement, construction, project controls, project management, safety and design for the duration of the Project. The Project Procedures are material terms of this Agreement. It is the intent of the Parties and this Agreement that the approved Project Procedures are solely for the purpose of adding additional and explanatory detail to the requirements of this Agreement. In the event of a contradiction or inconsistency, the provisions of the Contract Documents take precedence over an approved Project Procedure. In no event shall approved Project Procedures be interpreted to diminish Design-Builder's duties or obligations under this Agreement, or to impose additional duties or liabilities not otherwise set forth in this Agreement upon the Commission.

3.13 DESIGN-BUILDER'S STAFFING/KEY PERSONNEL

- 3.13.1 STAFFING. Immediately, upon execution of this Agreement, Design-Builder will assign and maintain throughout the term of the Agreement an adequate staff of competent personnel

who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Work.

3.13.2 KEY PERSONNEL. Design-Builder's Key Personnel for the Work are listed in Exhibit 4 - Key Personnel, attached hereto. In the event that any such Key Personnel are unable to continue to perform Work, the Design-Builder will promptly notify the Commission. Any change or substitution with respect to Key Personnel requires the approval of the Commission in writing. In the event that, in the opinion of the Executive Director, the performance of Key Personnel or any of Design-Builder's staff assigned to the Work, is at an unacceptable level, Design-Builder will remove them from the Project upon written notice from the Commission and will provide a replacement for the Commission's approval within seven Days of receipt of the notice to remove.

3.14 RIGHT OF ENTRY. The Design-Builder and any of its officers, employees, agents, subconsultants and subcontractors will be permitted to enter upon any part of the Project Site in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules established by the Commission. Commission's consent to enter upon all or any part of the Project Site will not create nor be deemed to imply the creation of any additional responsibilities on the part of the Commission.

The Design-Builder will use, and will cause each of its officers, employees, agents, subconsultants and subcontractors to use reasonable care, unless otherwise expressly set forth in this Agreement, when entering upon the Project Site in connection with the Work. The Design-Builder will comply and will cause each of its officers, employees, agents, subconsultants and subcontractors to comply with any and all instructions and requirements for the use of the Project Site, and any express licenses for such use are hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from or by reason of or in connection with any such entry will be treated in accordance with the applicable terms and conditions of the Agreement, including, without limitation, the indemnification provisions contained in this Agreement. If the Design-Builder, or anyone for whom it is responsible, causes damage to Commission property, or the property of the owner of the Project Site, the Design-Builder must, at the option of the Commission, either 1) pay the cost of repair of the damage or 2) repair or replace the damaged property. The Commission shall have the right of set-off against the payments to the Design-Builder for the cost of repairs.

3.15 DESIGN-BUILDER'S REPRESENTATIVE. The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is **Joe Targett**.

3.16 CLOSEOUT. The Design-Builder must provide its Closeout Execution Plan similar to its Design, Procurement, and Construction Execution Plan prior to the commencement of work.

3.17 LIVING WAGE REQUIREMENT. The Design-Builder shall abide by the City of Chicago's Executive Order No. 2014-1, duly adopted by the Public Building Commission's Board of Commissioners on November 12, 2014 as Resolution No. 8122, both documents of which are incorporated by reference to this Agreement. Design-Builder agrees to pay its eligible employees a minimum wage of not less than \$13.00 per hour for work performed under this Agreement and further agrees to abide by all rules and regulations promulgated by the Executive Order. This applies to all subcontractors of the Design-Builder.

ARTICLE 4 COMMISSION'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY THE COMMISSION

- 4.1.1 The Commission shall provide full information in a timely manner regarding requirements for the Project, include the Commission's Program Overview and other relevant information.
- 4.1.2 The Commission shall provide:
 - 4.1.2.1 all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.
 - 4.1.2.2 inspection and testing services during construction as required by law or as mutually agreed; and
 - 4.1.2.3 unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.
- 4.1.3 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information and services required by this Paragraph 4.1.

4.2 RESPONSIBILITIES DURING DESIGN PHASE

- 4.2.1 The Commission shall provide the Commission's Program at the inception of the Design Phase and shall review and timely approve in writing schedules, Design Development Documents and Construction Documents furnished during the Design Phase as set forth in Article 3 and the Guaranteed Maximum Price (GMP) Project Cost Proposal/Cost Form.

4.3 RESPONSIBILITIES DURING CONSTRUCTION PHASE

- 4.3.1 The Commission shall review the Schedule of the Work as set forth in Paragraph 3.5 and timely approve the milestone dates set forth pursuant to Article 10 of Book 2.
- 4.3.2 If the Commission becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Commission shall give prompt written notice to the Design-Builder. The failure of the Commission to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.
- 4.3.3 The Commission shall communicate with the Design-Builder's Subcontractors, Material Suppliers and the Architect/Engineer only through or in the presence of the Design-Builder. The Commission shall have no contractual obligations to Subcontractors or suppliers.

- 4.3.4 The Commission shall provide insurance for the Project as provided in Article 5
- 4.4 COMMISSION'S REPRESENTATIVE. The Commission Representative is Justin Cafferty for Design and Construction. The Representative(s):
- 4.4.1 shall be fully acquainted with the Project;
- 4.4.2 agrees to furnish the information and services required of the Commission pursuant to Paragraph 4.1 so as not to delay the Design-Builder's Work; and
- 4.4.3 shall have authority to bind the Commission in all matters requiring the Commission's approval, authorization or written notice. If the Commission changes its representatives or the representatives' authority as listed above, the Commission shall notify the Design-Builder in writing in advance.
- 4.5 PURPOSE OF COMMISSION'S REVIEW. The Commission's review or approval of the Design Documents, Construction Documents or any other submittals shall be solely for the purpose of determining consistency with the Commission's Program and other requirements. No review or approval by the Commission shall relieve the Design-Builder of its responsibility for the accuracy, adequacy or coordination of its services or the Work. Approval by any governmental or other regulatory agency of any documents or submittals by the Design-Builder or the Work shall not relieve Design-Builder of responsibility for the performance of its obligations under this Agreement.
- 4.6 TAX EXEMPTION. If in accordance with the Commission's direction the Design-Builder claims an exemption for taxes, the Commission shall indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Commission's direction.
- 4.7 ELECTRONIC DOCUMENTS. If the Commission requires that the Commission and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Commission and Design-Builder shall agree on a written protocol governing all such exchanges in a separate agreement, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

ARTICLE 5 SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer.

- 5.1 **RETAINING SUBCONTRACTORS.** The Design-Builder shall not retain any subcontractor that has been debarred by the Commission, City of Chicago, County of Cook, Chicago Transit Authority, City Colleges of Chicago, Chicago Housing Authority, Chicago Park District, and/or Chicago Public Schools. The Design-Builder shall not make any substitute for any subcontractor that has been accepted by the Commission without the written approval of the Commission.
- 5.2 **MANAGEMENT OF SUBCONTRACTORS.** The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work. The Commission will communicate with the Design-Builder regarding the Work, except that the Commission shall have the right to communicate directly with the Design-Builder's subcontractors as the Commission deems reasonably necessary to address matters such as MBE and WBE issues, payments to subcontractors, lien and surety matters, and other matters where such direct communication may reasonably be required.
- 5.3 **CONTINGENT ASSIGNMENT OF SUBCONTRACT**
 - 5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Commission, subject to the prior rights of any surety, provided that:
 - 5.3.1.1 This Agreement is terminated by the Commission pursuant to Article 19 of Book 2;
 - 5.3.1.2 The Commission accepts such assignment, after termination by notifying Subcontractor and Design-/Builder in writing and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.
 - 5.3.2 If the Commission accepts such assignment and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.
- 5.4 **BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS.** The Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents.
- 5.5 **DESIGN-BUILDER'S LIABILITY FOR SUBCONTRACTORS.** The Design-Builder is responsible for all subcontractor Work and for all acts, failures to act, and omissions of its subcontractors. For the purposes of this Agreement, the Design-Builder's acts and omissions include those of its subcontractors to the same extent as if they had been committed by the Design-Builder. Notwithstanding the foregoing, there is no privity between subcontractors and the Commission. Except as set forth in Book 2, Article 23 "MBE/WBE Special Conditions for Construction Contracts" and Book 2 Article 24 "MBE/WBE Special Conditions for Professional Services Contracts," subcontractors have no rights as third-party beneficiaries under this Agreement. However, all subcontracts of every tier shall state that the Commission is an intended third-party beneficiary of the subcontract.

ARTICLE 6 TIME

6.1 **DATE OF COMMENCEMENT** The Date of Commencement is the Effective Date of this Agreement as first written in Article 1 unless otherwise set forth below:

6.1.1 The Work shall proceed in general accordance with the Design-Build Schedule attached hereto as **Exhibit - 6 Design Build Schedule**, as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 **SUBSTANTIAL/FINAL COMPLETION** Unless the Parties agree otherwise, the Date of Substantial Completion and the date of Final Completion shall be established, and subject to adjustments, as provided for in the Contract Documents. The Commission and the Design-Builder may agree not to establish such dates. If such dates are not established upon the execution of this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of Work shall be established in the Notice to Proceed for each Scope of Work or by amendment to this Agreement.

6.2.1 Time limits stated in the Contract Documents are of the essence.

6.2.2 Unless instructed by the Commission in writing, the Design-Builder shall not knowingly commence the Work before the effective date of issuance that is required to be provided by the Design-Builder or the Commission.

6.3 **DELAYS IN THE WORK.** Delays and time extensions shall be administered as provided in Article 10 of Book 2.

6.4 **LIQUIDATED DAMAGES**

6.4.1 **SUBSTANTIAL COMPLETION** The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of Liquidated Damages based on the Date of Substantial Completion established for each Scope of Work and as further set forth in Article 10 of Book 2, Section 10.04.

6.4.1.1. The Design-Builder understands that if the **November 30, 2022** (Date of Substantial Completion) established by the Parties for each Scope of Work, as may be amended by subsequent Change Order, is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Substantial Completion for any Scope of Work is not attained, the Design-Builder shall pay the Commission One Thousand Five Hundred Dollars (\$1,500) as Liquidated Damages and not as a penalty for each Day that Substantial Completion for a given Scope of Work extends beyond the Date of Substantial Completion established for that Scope of Work. The Liquidated Damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Substantial Completion for any Scope of Work.

6.4.2 FINAL COMPLETION The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of Liquidated Damages based on the Date of Final Completion established for each Scope of Work.

6.4.3 The Design-Builder understands that if the Date of Final Completion established by the Parties for each Scope of Work is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final Completion is not attained, the Design-Builder shall pay the Commission One Thousand Five Hundred Dollars (\$1,500) as Liquidated Damages for each Day that Final Completion extends beyond the Date of Final Completion established for that Scope of Work. The Liquidated Damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Final Completion for any Scope of Work.

6.4.4 OTHER LIQUIDATED DAMAGES The Commission and the Design-Builder may agree upon the imposition of Liquidated Damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.5 COMMISSION'S RIGHT TO OCCUPY PORTIONS OF THE WORK. The Commission may occupy and use the Project or Scope of Work, or portions thereof, in advance of Substantial Completion. If the Commission desires to exercise partial occupancy and use prior to Substantial Completion, the Commission shall provide written notice to the Design-Builder, and the Design-Builder shall cooperate with the Commission in making available for the Commission's use such Project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Commission desires to occupy and use the space or spaces, then the Design-Builder will make every reasonable effort to complete that Work.

6.5.1 In the event of occupancy/turn-over prior to Substantial Completion:

6.5.2.1 Within fourteen (14) days after receiving notice of the planned early occupancy, the Design-Builder will provide written notice to the Commission of the following: (i) the current condition of the space desired for early occupancy; (ii) the anticipated condition of the space at the date of anticipated early occupancy; (iii) a preliminary estimate of any potential additional costs, if any, as a direct or indirect result of the early occupancy; and (iv) a preliminary estimate of any potential impact to the Project Schedule, if any, as a result of the early occupancy.

6.5.2.2 If the early occupancy is necessitated by a delay in Substantial Completion beyond the scheduled date of Substantial Completion and is not the subject of a Change Order, Design-Builder shall be responsible for all additional costs associated with the preparation of the space for the early occupancy.

6.5.2.3 The following conditions will apply to the spaces and/or equipment that is

affected by the Commission's early occupancy:

6.5.2.3.1 A punch list will be assembled by the Commission, Design-Builder and its subcontractors, and an inspection of the affected space by the Commission will be accomplished prior to the start of early occupancy.

6.5.2.3.2 Warranties will begin to run only on those portions of systems and materials actively used and shall not begin to run on those portions of systems and materials not used. Warranties of systems that are common to both the occupied and unoccupied parts of the Project will begin to run at Substantial Completion.

6.5.2.3.3 Risk of loss associated with the finished Work which the Commission occupies early transfers to the Commission at the start of the early occupancy.

6.5.2.3.4 As part of the Change Order for early occupancy, the Parties will agree and set forth in writing the scope and date of early occupancy, and what effect early occupancy will have on Liquidated Damages and insurance coverage.

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ARTICLE 7 COMPENSATION

The Commission agrees to compensate the Design-Builder for Services as defined in this Article and as further described in **Exhibit 16 Guaranteed Maximum Price (GMP) Project Cost Proposal/Cost Form** (hereinafter "Exhibit 16"). Payment for these services are outlined in Article 16 of Book 2.

7.1 GUARANTEED MAXIMIM PRICE (GMP) PROJECT COST PROPOSAL/COST FORM

- 7.1.1 GMP PROPOSAL/COST FORM. The GMP shall be the total amount to be paid by the Commission to design, construct and deliver the Project. The GMP is subject to verification and must be supported by invoices or other evidence as determined by the Commission Representative. The Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement. The Design-Builder shall at a minimum include with the GMP a written statement of its basis, which shall include:
- 7.1.1.1 A list of the drawings and specifications, including all addenda, which were used in preparation of the GMP;
 - 7.1.1.2 A list of allowances and a statement of their basis;
 - 7.1.1.3 A list of the assumptions and clarifications made by the Design-Builder in the preparation of the GMP to supplement the information contained in the drawings and specifications issued as part of the RFP;
 - 7.1.1.4 The Date of Substantial Completion and the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;
 - 7.1.1.5 A schedule of applicable alternate prices;
 - 7.1.1.6 A schedule of applicable unit prices;
 - 7.1.1.7 A statement of Additional Services included, if any;
 - 7.1.1.8 The Design-Builder's Contingency breakdown of costs, if any;
 - 7.1.1.9 A statement of any work to be self-performed by the Design-Builder; and
 - 7.1.1.10 A statement identifying all patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.
- 7.1.2 Within fifteen (15) Days after receipt of each monthly application for payment, the Commission shall give written notice to the Design-Builder of the Commission's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such application, the Commission shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Commission. If such application is rejected in whole or in part, the Commission shall indicate the reasons for its rejection. If the Commission and the Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, the Commission shall

pay directly to the Design-Builder the appropriate amount for those items not rejected by the Commission for which application for payment is made, less amounts previously paid by the Commission. Those items rejected by the Commission shall be due and payable when the reasons for the rejection have been removed.

7.1.3 GENERAL CONDITIONS shall be listed in the GMP Cost Form which is delineated in **Exhibit 16**.

7.1.4.1 Wages paid for labor in the direct employ of the Design-Builder in the performance of the Work.

7.1.4.2 Salaries of the Design-Builder's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

7.1.3.2.1 Project management, administrative assistance, and project engineering directly associated with the Work.

7.1.4.3 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Design-Builder's standard personnel policy, insofar as such costs are paid to employees of the Design-Builder who are included in the Cost of the Work under other categories/line items.

7.1.4 PAYMENT AND PERFORMANCE BOND AND INSURANCE shall be listed in the GMP Cost Form which is delineated in **Exhibit 16**.

7.1.4.1 Cost of the premiums for all insurance and surety bonds which the Design-Builder is required to procure, and approved by the Commission, including any additional premium insurance (ie... Builder's Risk, Subcontractor Default Insurance, etc) incurred as a result of any increase in the GMP.

7.1.4.2 Deductibles paid on any insurance policy

7.1.5 DESIGN PHASE SERVICES shall be listed in the GMP Cost Form which is delineated in **Exhibit 16**.

7.1.5.1 Design Phase Services are outlined in Article 3.1.

7.1.5.2 To the extent required by applicable law, the costs of services performed directly by the Architect/Engineer is computed separately and is independent from the Design-Builder's Fee for work or services performed directly by the Design-Builder, Compensation for services and deliverables performed during the Design Phase, including the specialty areas shall be shown as separate items on applications for payment. If an Architect/Engineer is retained by the Design-Builder, the payments to the Architect/Engineer shall be as detailed in a separate agreement between the Design-Builder and the Architect/Engineer.

- 7.1.5.3 The Commission shall compensate the Design-Builder for services performed during the Design Phase including preparation of a GMP, if applicable, and the services and deliverables is delineated in **Exhibit 1 – Design Builder Design Services** as Design Phase Services.
- 7.1.5.4 Design Phase Services continue to be provided after construction has commenced, the Design-Builder shall continue to be compensated as provided in Paragraph 7.1.5.1, or as mutually agreed.
- 7.1.6 CONSTRUCTION PHASE SERVICES shall be listed in the GMP Cost Form which is delineated in **Exhibit 16**. Construction Phase Services are outlined in Article 3.
 - 7.1.6.1 PRE-CONSTRUCTION
 - 7.1.6.1.1 Services that provide assistance with design, engineering, permitting tasks, confirming construction costs, Project Schedule, and delivery.
 - 7.1.6.1.2 Design-Builder's work associated with the procurement of the Trades/Subcontractors.
 - 7.1.6.1.3 Participation in the Commission's Pre-Construction Meeting outlined in Article 11.
 - 7.1.6.1.4 Fees include staffing of project managers, estimators, and compliance professionals.
 - 7.1.6.2 COST OF WORK
 - 7.1.6.2.1 GENERAL REQUIREMENTS
 - 7.1.6.2.1.1 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Commission, transportation, storage and handling. Payments made by the Design-Builder to Subcontractors for work performed under this Agreement.
 - 7.1.6.2.1.2 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Design-Builder.
 - 7.1.6.2.1.3 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Design-Builder or others including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed.

7.1.6.2.1.4 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite, to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

7.1.6.2.1.5 All water, power and fuel costs necessary for the Work.

7.1.6.2.1.6 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Design-Builder is liable.

7.1.6.2.1.7 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.

7.1.6.2.1.8 Costs incurred due to an emergency affecting the safety of persons or property.

7.1.6.3 COST OF WORK

7.1.6.3.1 Trades/Subcontractor Services for executing the Work.

7.1.6.3.2 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the Design-Builder is not responsible as set forth in Paragraph 11.2, and deposits lost for causes other than the Design-Builder's negligence.

7.1.6.3.3 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the negligence of the Design-Builder.

7.1.6.3.4 Cost of removal of all non-hazardous substances, debris and waste materials.

7.1.6.3.5 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Commission and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work.

7.1.6.3.6 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Design-Builder's Fee which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

7.1.6.4 ALLOWANCES AND CONTINGENCIES. Unused portions of all contingencies and allowances will be returned to the Project's budget and, ultimately, the User Agency.

- 7.1.6.4.1 Allowances are set by the Commission and includes the sum of mutually agreed upon, authorized, and monitored by the Commission to cover costs which are properly reimbursable part of the category/line item.
 - 7.1.6.4.2 Design-Builder's Contingency is set by the Commission and includes the sum of mutually agreed upon and monitored by the Design-Builder and the Commission to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. The Design-Builder shall provide the Commission with an accounting of charges against the Design-Builder's Contingency.
 - 7.1.6.4.3 Commission's Contingency is for owner directed changes and unforeseen conditions to be used solely at the discretion of the Commission.
- 7.1.7 DESIGN-BUILDER'S FEE shall be listed in the GMP Cost Form which is delineated in **Exhibit 16**.
 - 7.1.7.1 The Fee shall be payable in installments commensurate with the percentage of Project completion.
 - 7.1.7.2 ADJUSTMENT IN THE DESIGN-BUILDER'S FEE shall be made as follows:
 - 7.1.7.1.1 For changes in the Work as provided in Article 17 of Book 2, the Design-Builder's fee shall be adjusted according Book 2;
 - 7.1.7.1.2 For delays in the Work not caused by the Design-Builder, except as provided in Article 10 of Book 2, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and
 - 7.1.7.1.3 If the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, the Design-Builder shall be paid an additional fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work for the replacement, provided that such loss was not due to any error or omission by the Design-Builder, or any party for which the Design-Builder may be liable.
- 7.1.8 TRANSFER PROVISIONS. The Design-Builder agrees that the actual cost of any line item listed on the Schedule of Values or category/line item shown on the Guaranteed Maximum Project Cost Proposal shall not exceed the estimated cost for such category/line item, as applicable, except as noted below:
 - 7.1.7.2 In the event that the actual cost exceeds the estimated cost for such category/line item, the Design-Builder shall pay for such cost at its sole expense.

- 7.1.7.3 In the event that the actual cost is less than the estimated cost for such category/line item, the Design-Builder may request in writing approval by the Commission Representative to transfer such excess amount to one or more line items if the Design-Builder presents evidence reasonably satisfactory to the Commission Representative that the amount remaining in the category/line item to be reduced will be sufficient to complete the remaining portion of such line item or category
- 7.1.8.3 Notwithstanding anything to the contrary, the Design-Builder shall not be entitled to transfer amounts from one category/line item listed in the Guaranteed Maximum Project Cost Proposal to increase any of the following categories: General Conditions; Payment and Performance Bond; Insurance; or the Design-Builder's Fee.

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ARTICLE 8 CHANGES IN THE WORK

8.1 CHANGES IN THE WORK. Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order pursuant to the provisions of Article 17 of Book 2: Changes in the Work.

ARTICLE 9 PAYMENT FOR CONSTRUCTION PHASE SERVICES

9.1 PROGRESS PAYMENTS. Payment applications and procedures shall be as defined in Article 16 of Book 2.

ARTICLE 10 INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION

Indemnity, Insurance, Bonds and Waiver of Subrogation shall be as provided in Book 1 as **Exhibit 5 Insurance and Bonding Requirements** unless otherwise specified herein.

10.1 ROYALTIES, PATENTS AND COPYRIGHTS The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall defend, indemnify and hold the Commission harmless from all suits or claims for infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Commission.

10.2 LIENS If any of the Design-Builder's subconsultants, subcontractors, employees, officials, agents or other person directly or indirectly acting for, through or under any of them files or maintains a lien or claim pursuant to the Illinois Public Mechanics' Lien Act, 770 ILCS 60/23, against the public funds for the Project, then the Design-Builder agrees to cause such liens and claims to be satisfied, removed or discharged within thirty (30) days from the date of filing thereof; provided, however, that the Commission may extend the thirty (30) day period if the Commission determines that such lien claim cannot be so satisfied, removed or discharged in such period and that the Design-Builder is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The Commission will have the right, in addition to all other rights and remedies provided under this Agreement, Book 2 Article 16, or by law, to cause such liens or claims to be satisfied, removed or discharged by any means at the Design-Builder's sole cost, such cost to include reasonable legal fees. The Design-Builder will give, or cause to be given, a copy of these provisions to all subcontractors and will include these provisions in all agreements with subcontractors, and/or give written notice to all subcontractors or other persons having oral or written agreements with such subcontractors.

10.3 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Except for damages mutually agreed upon by the Parties as Liquidated Damages in Paragraph 6.4 and excluding losses covered by insurance required by the Contract Documents, the Commission and the Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Commission agrees to waive damages including but not limited to the Commission's loss of use of the Project, loss of reputation, or insolvency. The

Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver.

The Commission and the Design-Builder shall require similar waivers in contracts with Subcontractors and others retained for the Project.

ARTICLE 11 SUSPENSION AND TERMINATION OF THE AGREEMENT AND COMMISSION'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES

11.1 SUSPENSION AND TERMINATION. Suspension and Termination shall be as defined in Article 19 of Book 2.

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 DISPUTE MITIGATION AND RESOLUTION. Claims and Disputes shall be as defined in Article 18 of Book 2.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW. This Agreement shall be governed by the law in effect at the location of the Project.

13.2 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.3 NO WAIVER OF PERFORMANCE. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

13.4 TITLES AND GROUPINGS. The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Commission's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

13.5 JOINT DRAFTING. The Parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.6 RIGHTS AND REMEDIES. The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively

those expressly set forth in this Agreement.

13.7 FIREARMS AND OTHER WEAPONS. The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

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ARTICLE 14 MBE/WBE, EEO, AND WORKFORCE REQUIREMENTS

14.1 MBE/WBE PROGRAM. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of contracts, to prohibit discrimination in the award of or participation in contracts, and to abolish arbitrary barriers to full participation in contracts by all persons, regardless of race, sex or ethnicity.

Therefore, during the performance of this Contract, the Design-Builder must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.

The Commission requires the Design-Builder also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract. Design-Builder should refer to Article 23 in Book 2 for all MBE/WBE Special Conditions.

The specific goals of this agreement are **30%** MBE and **6%** WBE participation.

14.2 EEO AND WORKFORCE REQUIREMENTS. To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established Equal Employment Opportunity (EEO) workforce requirements for this Project. The PBC requires that Design-Build Entities commit to a construction work site employment program that addresses the following employment goals:

Minority Journeyworker Project employment goal:	50% or more of total Journeyworker hours
Minority Laborer Project employment goal:	60% or more of total Laborer hours
Minority Apprentice Project employment goal:	50% or more of total Apprentice hours
Female Journeyworker Project employment goal:	2% or more of total Journeyworker hours
Female Laborer Project employment goal:	2% or more of total Laborer hours
Female Apprentice Project employment goal:	1% or more of total Apprentice hours
City of Chicago Resident goal:	50% of construction work hours to be performed City of Chicago residents
Community Resident employment goal:	7.5% of construction work hours to be performed by residents of the "Project Community" (see Exhibit 10 - Community Area Map)

14.3 LIQUIDATED DAMAGES. Design-Builder shall use **Exhibit 9 - EEO and Workforce Requirements** to utilize the prescribed formula to inform the amount of participation the Design-Builder achieves; this formula will also inform the amount of damages the Design-Builder will be assessed at the end of the Project, for failing to meet these EEO and Workforce requirements. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of these requirements does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

ARTICLE 15
EXISTING CONTRACT DOCUMENTS

15.1 As defined in Subparagraph 2.4, the following Exhibits are a part of this Agreement. The Contract Documents in existence at the time of execution of this Agreement are as follows:

Book 1	Agreement
Exhibit 1	Design Builder Design Services
Exhibit 2	Documents Issued for Scope and Performance Criteria
Exhibit 3	Program and Equipment List Requirements and Related Documents
Exhibit 4	Key Personnel
Exhibit 5	Insurance and Bonding Requirements
Exhibit 6	Design Build Schedule
Exhibit 7	MBE/WBE Preliminary Information
Exhibit 8	Schedule B – Joint Venture Affidavit and Joint Venture Agreement
Exhibit 9	EEO and Workforce Requirements (to be completed with Final GMP)
Exhibit 10	Community Area Map
Exhibit 11	Legal Actions
Exhibit 12	Disclosure Affidavit
Exhibit 13	Disclosure of Retained Parties
Exhibit 14	Licenses and Certifications
Exhibit 15	Fee Waiver
Exhibit 16	Guaranteed Maximum Price (GMP)Project Cost Proposal/Cost Form
Book 2	Standard Terms and Conditions for Design Build Contracts

[EXECUTION PAGE FOLLOWS]

Execution Page for Design-Build Agreement between Public Building Commission of Chicago and Burling Builders, Inc. with Effective Date of December 10, 2024. This Agreement is executed by the Parties stated below and made effective by such execution pursuant to its terms.

PUBLIC BUILDING COMMISSION OF CHICAGO

[Handwritten Signature]

Brandon Johnson, Mayor
Chairman

[Handwritten Signature]

Mary Pat Witry
Secretary

Date: 4/8/25

Approved as to form and legality

[Handwritten Signature]

Neal & Leroy, LLC

DESIGN – BUILDER BURLING BUILDERS, INC.

[Handwritten Signature]
President or Authorized Designee

6/10/2025
Date

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of COOK State of ILLINOIS

Subscribed and sworn to before me by JOE TARGETT on behalf of the Design Builder

this 3RD day of APRIL, 2025.

[Handwritten Signature]
Notary Public Signature

My Commission expires: 9/6/2028
(SEAL OF NOTARY)



EXHIBIT #1

Design-Builder Design Services

(Reminder of page intentionally left blank)

DESIGN-BUILDER DESIGN SERVICES

Architect of Record Services

1. Complete the design for the Project, schedule a minimum 3 milestone review milestones, and solicit the Commission and User Agency reviews and approvals. Complete analysis of all Project requirements, including verification of the Scope and Performance Criteria, concept design, regulatory requirements, the conditions of the site and the survey. Consult with the Commission and Using Agency to establish the final design.
2. Provide design documents for written approval at the completion of Design Development, interim Construction Document Phase, and at completion of Construction Documents.
3. Separate from milestone reviews required above; provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Commission and User Agency review.
4. The Architect shall participate in weekly meetings, provide an agenda for each meeting and document meeting minutes.
5. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.
 - a. Specifications will follow performance criteria outline format.
 - b. Specifications will identify acceptable manufacturers.
 - c. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
 - d. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
6. Prepare and professionally seal documents that will be issued for regulatory reviews, approvals and permits. Conduct reviews and submit for review/permits with required regulatory agencies, including, but not limited to, Department of Buildings, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Office of Emergency Management and Communications, Chicago Department of Water Management, and Illinois Environmental Protection Agency. Conduct and prepare a code analysis package and/or Code Matrix, including, but not limited to, the following components:
 - a. Occupancy classification.
 - b. Construction type.
 - c. Occupant load by area and floor.
 - d. Travel distances.
 - e. Accessibility.
 - f. Exit types, units and widths.
 - g. Plumbing fixture counts.
 - h. Loading berths and parking requirements.
 - i. Fire resistance requirements.
7. Facilitate a Lessons Learned walk-thru of recently constructed City College facilities with the Commission and User Agency. Document and issue for Commission and User Agency Approval a record of improvements and variations to be incorporated into design.

8. Provide coordination, support and responses in the form of information, including but not limited to narratives, specifications, and drawings concerning the design, installation and operation of Building Automation Systems (BAS) with the Commission's independent BAS Commissioning Authority.
9. Facilitate and document a Sustainable Design Plan for Commission and User Agency approval and provide follow up sessions as directed by the Commission Representative. The purpose of the Plan and meetings are to develop the appropriate design strategies and confirm that the Project's target LEED rating of silver is achievable for all project phases, and make alternative plans as required. Plan shall include LEED Checklist and narratives, including all LEED detail.
10. Provide an energy simulation model using the most current and required DOE Modeling Software
11. Preparation of Proposed Public Right of Way Amendment Plan and other documents necessary to illustrate any required amendments to the public right of way.
12. Preparation of CDOT coordination drawings to the extent required by the Commission and CDOT to coordinate site work with planned improvements by the City of Chicago and CDOT.
13. As required, prepare Request for Clarification submittals for the Commission or User Agency questions.
14. Preparation of storm water analysis and management proposal.
15. Issuance of a zoning analysis package (if required).
16. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:
 - a. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission.
 - b. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
 - c. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
 - d. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 - e. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 - f. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 - g. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 - h. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
 - i. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
 - j. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
 - k. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

- I. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
 - m. Meet with the Chicago Bureau of Electricity to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
17. Prepare Interior Furnishing Fixture & Equipment (FF&E) Documents to define and fix the furniture, furnishings and equipment work. Include layout drawings, specifications, and a proposed color, materials and finishes schedule, including but not limited to; brochure cuts or sketches of the furniture, furnishings equipment and accessories. Budget for FF&E shall be in accordance with the published FF&E allowance.
18. Prepare interim and final estimates of the probable Interior Furnishings Costs with reasonable contingencies in accordance with the published FF&E Allowance.
19. Prepare descriptions of manufactured items, together with General Conditions, Supplementary conditions and other documents required for the procurement and installation of the Interior Furnishings Work for the Project.
20. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.
21. Architect shall assist the commission and user agency in preparation of bidding information. All such documents shall be used for competitive bidding for furnishing and installation of the Interiors Furnishings Work.
22. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., advanced manufacturing equipment, furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels, or public art).
23. Develop a hardware and device location plan for Commission and User Agency review and approval.
24. Develop a campus way-finding, building way-finding, and room signage plan inclusive of design presentation materials and specifications for Commission and User Agency review and approval.
25. Certification of Compliance with Commission's Design Checklists submitted as part of the Book 3, Project Requirements of the Scope and Performance Criteria.
26. Prepare and Submit for use by the Commission an Inspection and Testing Plan forty five (45) days prior to any site construction activities. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate in the project Specifications shall be identified by specification section number. The Authorized Commission Representative upon request can provide a sample Inspection and Testing Plan for use. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project. The Inspection and Testing Plan must provide for:
 - a. Verification of responsibilities for providing inspections, tests and certificates
 - b. Scope of services for the testing and inspection services RFQ.
 - c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
27. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer/Design Builder shall issue MEP coordination documentation to the Commission for review. Architect Engineer shall coordinate and resolve:
 - a. Space requirements between trades and/or disciplines.

- b. Space requirements and access for maintenance and replacement all MEP equipment
 - c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment and electrical power as specified in various Divisions).
 - d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
 - e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team.
 - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - ii. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
 - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
 - iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 - v. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
28. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
29. Architect Engineer shall provide no less than 16 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect Engineer's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
30. Provide installation phase services for the FF&E including but not limited to: review of required submittals, respond to RFI's, periodic observation of the installation, and issuance of "punch lists."
31. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
32. Architect Engineer to conduct interim and a final comprehensive inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
- a. The Design Builder is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of

work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

33. Submittal, Record Document and Close requirements set forth in Book 2, Standards Terms and Conditions Procedures Manual for Design Build Projects.
34. Oversee the efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
35. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. Oversee the Design Builder's efforts to expedite the preparation and delivery of the "as-built" drawings, and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.
36. Upon completion of the all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
37. Project Close-out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project.
38. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.
39. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.
40. Assist Commission Consultants by coordinating with and providing documentation to the Consultants to aid in the development or revision of investigations and reports. Commission Consultants include but are not limited to Environmental, Survey, Geotechnical, and Traffic.

Environmental Design Consultant Services

41. Environmental Design Consultant Services.
 - a. The Design-Builder (DB) shall complete all environmental specifications for the renovation / demolitions / new construction activities, as needed, regarding:
 - i. Lead-based paint (LBP);
 - ii. Asbestos containing materials (ACM); and
 - iii. Hazardous Materials / Non-Hazardous Materials / Universal Waste;
 - iv. Existing Conditions (Hazardous Materials Assessment and Environmental Assessment);
 - v. Soil Removal and Disposal;
 - vi. Acceptance of Backfill.
 - b. The Design Builder shall ensure that the environmental specifications, environmental scope of work, etc., include procedures to manage hidden conditions discovered during the project in order to minimize delays during renovation / demolition.
 - c. The Design Builder shall follow all local, state and federal regulatory requirements and provide required specifications and procedures as necessary for managing those materials.

- d. The Design Builder shall modify the following existing PBC template abatement specifications to tailor them for the ACM abatement work utilizing an Illinois Department of Public Health (IDPH) licensed Asbestos Project Designer:
 - i. 01 56 11 TEMPORARY DUST, FUME, AND ODOR CONTROL;
 - ii. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT;
 - iii. 02 82 13 ASBESTOS ABATEMENT PRIOR TO DEMOLITION;
 - iv. 02 82 14 ASBESTOS ABATEMENT FOR INTERIORS
 - v. 02 84 15 ASBESTOS ABATEMENT FOR EXTERIORS;
 - vi. 02 83 19.13 LEAD-BASED PAINT ABATEMENT

- e. The DB shall modify existing PBC template specifications as to the proper packaging, transportation and disposal / recycling of the materials identified in the Hazardous Materials Survey. The DB shall also provide cost effective methods for removing and disposing of the materials identified in the Hazardous Materials Survey. The Design Builder shall revise / develop PBC specifications for the following, as applicable to the renovation / demolition scope of work:
 - i. 01 56 11 TEMPORARY DUST, FUME, AND ODOR CONTROL;
 - ii. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT; and
 - iii. 02 41 16 HAZARDOUS AND UNIVERSAL WASTE MANAGEMENT

- f. The DB shall revise/develop PBC specifications for the following, as applicable to the work:
 - i. 02 65 00 UNDERGROUND STORAGE TANK REMOVAL;
 - ii. 31 23 18 SOIL, FILL, BACKFILL, CU STRUCTURAL SOIL AND CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL; and
 - iii. 31 23 23 ACCEPTANCE OF BACKFILL, TOP SOIL & CU STRUCTURAL SOIL

- g. The DB shall provide Draft Environmental Specifications (PDF and Word format) to the PBC for review and comment prior to issuing them to the sub-contractors for execution. The Design Builder shall redline changes made to the template specifications prior to submitting them to the PBC. The DB shall make any required modifications or corrections and reissue the specifications. The DB shall upload the final version to Collaborative Workspace (CW) upon completion of the specifications. Scope of work sheets and drawings are required for this project.

- h. General Environmental Manager: The DB shall provide an experienced individual to perform the following General Environmental Management (GEM) services for renovation/demolition activities which include, but are not limited to the following:
 - i. Administrative Controls;
 - ii. Management and Coordination of Regulated Waste Removal and Disposal Activities;
 - iii. Waste Profiles, soil removal and disposal oversight;
 - iv. Backfill analysis review and approval;
 - v. Management and Scheduling of Air Sampling Activities During Asbestos Abatement Activities;
 - vi. Management, Scheduling and Reporting for Ambient Air Monitoring During Demolition; and
 - vii. Underground Storage Tank Removal Management, Oversight, Sampling and Reporting Services (if required).
 - viii. Attend meetings as requested by the PBC;
 - ix. Coordinating all environmental inspections and getting the inspection reports to the PBC in a timely manner for review;
 - x. Making sure all environmental inspection reports are provided in hard copy to the PBC and uploaded to CW;
 - xi. Getting all required design review deliverables to the PBC and incorporating all design review comments to the PBC's satisfaction;

- xii. Setting up all required environmental meetings and providing environmental project and deliverables status to the PBC as requested;
 - xiii. Become familiar with and institute existing asbestos and demolition specifications;
 - xiv. Review and approve environmental submittals required in the specifications, receiving environmental documentation from the Demolition / Abatement Contractors through CW;
 - xv. Coordinate and schedule environmental consultant's work tasks. The GEM will coordinate with any and all abatement, air sampling professional work, waste removal and Demolition/Abatement Contractors to schedule environmental oversight activities and will be in charge of managing the schedule of any and all environmental activities;
 - xvi. Receive, review, comment and approve all documents related to asbestos abatement, regulated waste removal, underground storage tank and air monitoring activities on behalf of the PBC;
 - xvii. Be responsible for escorting regulators around on campus and will be the on-site point of contact for any and all regulatory or public inquiries related to environmental matters;
 - xviii. Respond to any and all correspondence from local, state or federal regulators on behalf of the PBC after PBC review, and will provide corrective action negotiations when necessary;
 - xix. Perform daily inspections of environmental work activities and will observe, document and notify the PBC of any issues as required;
 - xx. Sign waste manifests on behalf of site owner;
 - xxi. Provide regulated materials management and oversight during removal and disposal activities;
 - xxii. Coordinate with Demolition/Abatement Contractor on site and shall maintain all submittal records and upload them to CW on a weekly basis;
 - xxiii. Be responsible to maintain schedules of all waste removal activities on site;
 - xxiv. Be responsible to inspect the areas where all waste is being removed and stored to ensure work was done correctly and in accordance with contract specifications;
 - xxv. Respond to site issues, unforeseen conditions, regulatory inspections / citation, site emergencies, spills, etc. on an emergency response basis and prepare a detailed comprehensive report at the conclusion of each incident;
 - xxvi. Coordinate Air Sampling Professional's (ASP) with the Demolition / Abatement Contractors and will keep a schedule of all ASP work being performed;
 - xxvii. Provide advice on technical matters during the course of the abatement and demolition activities, and as needed consultation to the PBC;
 - xxviii. Provide daily observations and documentation of the asbestos abatement work; and
 - xxix. Provide coordination for ambient air monitoring for asbestos, lead and particulates (PM10) during demolition activities.
- i. Air Sampling Professional Services: The DB shall provide Air Sampling Professional / Project Managers (ASP / PM) for the renovation/demolition activities as needed to satisfy applicable regulations such as OSHA. At a minimum, the ASP / PM shall be responsible for general asbestos abatement oversight activities, asbestos air sampling of inside and outside work areas, clearance air monitoring for asbestos abatement operations, and reporting. The ASP / PM will have to coordinate work activities with the GEM and the asbestos / demolition contractors. They will monitor abatement activities in accordance with all local, state and federal guidelines. They will review the asbestos/demolition contractor submittals including but not limited to:
- i. Notifications;
 - ii. Worker and supervisor licensing;
 - iii. Sign in sheets;
 - iv. Waste manifests;
 - v. The ASP / PM will conduct containment inspection;
 - vi. The ASP / PM will inspect the work areas and abatement procedures;
 - vii. THE ASP / PM will visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by asbestos abatement employees;
 - viii. The ASP / PM will monitor of contractor work methods including workspace cleanliness, wet work methods, bag out, and final cleaning; and

- ix. The ASP/PM will evaluate whether visible debris and asbestos containing materials have been fully removed as per the specifications.
- j. The ASP / PM shall be licensed by the IDPH and shall have Asbestos Analyst Registry (AAR) accreditation. (If the ASP / PM is not an accredited AAR then the DB shall include the PCM analytical costs). Laboratories analyzing samples (if needed) shall participate in AIHA PAT Program or analyst should be AAR. The ASP / PM will be responsible for asbestos air sampling of inside and outside work areas and clearance monitoring.
- k. Air monitoring shall be conducted in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400, counting rules and all local, state and federal requirements. The ASP/PM shall provide work area monitoring (inside and outside containments) and final clearance inspection, testing and sample analysis using phase contrast microscopy (PCM) in accordance with IDPH regulations. The timing and sequencing, including area start and finish points, of abatement must be coordinated with the PBC, the GEM and the asbestos/demolition contractor for related phases of the overall project.
- l. The DB shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:
 - i. Summary of work;
 - ii. Company and ASP / PM Name and License;
 - iii. Date and time of activities;
 - iv. Sampling methods used;
 - v. Asbestos abatement contractor;
 - vi. Daily worker log;
 - vii. Work area sign-in and out logs;
 - viii. Photographs during abatement activities (before and after);
 - ix. Notifications;
 - x. Worker and Supervisor Licensing;
 - xi. Waste Manifests;
 - xii. Analytical/filled out air sampling forms by ASP / PM;
 - xiii. Daily inspectors logs;
 - xiv. Other forms and/or logs required by state and federal regulations; and
 - xv. Provide sampling and analysis of unexpected ACM encountered during the work.
- m. Ambient Air Monitoring Services: The DB shall provide ambient air monitoring to ensure compliance with existing local, state and federal ambient air standards. Ambient air monitoring shall be performed during demolition activities for asbestos, lead and particulates (PM10). The DB shall prepare an "Ambient Air Monitoring Plan" which includes monitor locations, air sampling and analytical methodology and action levels. It is anticipated that these samples will be performed to establish a baseline demonstrating the ambient air levels of asbestos, lead and particulates during demolition activities. Once baselines are established, and if monitoring shows levels are below acceptable guidelines as stated below, with approval from PBC, the DB can demobilize the air monitors from the site. It is also anticipated these methods will be utilized for this project:
 - i. Respirable Dust (PM10) found in the Code of Federal Regulations (40 CFR, Part 50, Appendix J) or other approved method;
 - ii. Lead by the procedure found in Code of Federal Regulations (40 CFR, Part 50, Appendix G) or other approved method; and
 - iii. Asbestos (utilizing Phase Contrast Microscopy (PCM) and / or Transmission Electron Microscopy (TEM))
- n. The Design Builder shall provide a report for the project including but not limited to the following:
 - i. Company and ASP Name and License;
 - ii. Date and time of activities;
 - iii. Sampling methods used;
 - iv. Demolition contractor;

- v. Analytical / filled out air sampling forms by ASP;
 - vi. Daily inspectors logs; and
 - vii. Other forms and/or logs required by state and federal regulations
- o. Underground Storage Tank Oversight Services: The DB shall provide underground storage tank removal management, oversight, sampling and reporting services (if required). These services shall include, at a minimum:
- i. Following the removal of the tanks, soil samples will be collected from the excavation walls and floor. Two (2) samples shall be collected from the excavation floor below each UST and the four (4) side walls for a total of six (6) samples from each tank basin. The soil samples collected for chemical analysis will be placed into the appropriate pre-preserved sample containers provided by the laboratory. The sample jars will be labeled and immediately placed into an ice-filled cooler. The samples will be subsequently transported under proper chain-of-custody protocol to an IEPA approved analytical laboratory. Soil samples shall be analyzed for the absence/presence of Benzene, Toluene, Ethylene, and Xylene (BTEX) using USEPA Method 5035A/8260B and Polynuclear Aromatic Hydrocarbons (PNAs) by USEPA Method 8270 SIM. In addition, one soil sample will be collected for Leaking Underground Storage Tank (LUST) Priority Pollutants.
 - ii. If needed, the DB shall prepare the 20 and 45 Day Reports as required by the Illinois Environmental Protection Agency.
 - iii. The DB shall create one binder that includes the following information for each tank.
 - 1. Description of the UST removed, the location, the size, the date, time, Contractor Name, removal permit number, product and soil removed, GPS coordinates of each corner of tank basin, backfill type, analytical results and photos;
 - 2. Removal Permit; and
 - 3. Waste Records
- p. Environmental Cost Estimate: Provide an environmental abatement estimate based on the surveys completed. The Cost Estimate shall include detailed information for the abatement of asbestos containing materials, lead-based paint mitigation (if required); removal and disposal/recycling of hazardous and non-hazardous materials; and soil removal and disposal.
- q. Environmental Project Manager: The Design Builder shall provide an Environmental Project Manager (as needed) for providing consulting services related to:
- i. Review the Phase I and II Environmental Site Assessment and providing recommendations regarding management of soils in the project area;
 - ii. Preparation of an "Environmental Remediation Plan" to indicate impacted soils and disposal requirements;
 - iii. Providing submittal reviews related to soil disposal and imported materials;
 - iv. Preparation of a "Waste Management Plan"; and
 - v. Manage off-site soil disposal with a truck tracking log

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EXHIBIT #2

Scope and Performance Criteria

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SECTION III – PROJECT SUMMARY/SCOPE OF PERFORMANCE CRITERIA

PROJECT NAME:	CCC School of Nursing Expansion at KKC
USER AGENCY:	City Colleges of Chicago (CCC)
PROJECT ADDRESS:	6301 S. Halsted Street, Chicago IL 60621
PROJECT NUMBER:	03730
PROJECT WARD/ALD:	Ward-16 – Alderwoman Stephanie Coleman
DESIGN ARCHITECT:	N/A
ARCHITECT OF RECORD:	Per Design-Build Team
PROCUREMENT:	Per Project Development [Design-Build (DB)]
CXA COMMISSIONING:	N/A

PROJECT DESCRIPTION:

The Public Building Commission of Chicago (PBC) along with its partners at The City Colleges of Chicago (CCC), and the Aldermanic Offices of the 16th Ward, are embarking on delivering a renovation to the portions of the existing Library Facility at Kennedy King College, to create nursing laboratories, classrooms, and accompanying student learning and experimenting spaces. The development proposal aims to stimulate local economic growth, advance healthcare delivery for the South Side of Chicago, to create career pathways that will address strategic employment needs to support community goals.

City Colleges of Chicago plans to increase its capacity to meet the rapidly changing healthcare landscape. The School of Nursing expansion project at Kennedy King College will bring health-care-related educational opportunities and jobs to area residents in the Englewood Neighborhood. In accordance with the requirements of Accreditation Commission for Education in Nursing (ACEN) and Higher Learning Commission (HLC), students may pursue a full nursing pathway program for an associate's degree in nursing, License in Practical Nursing, or Basic Nursing Assistant's Certificate.

City Colleges of Chicago seeks architectural design expertise to create state-of-the-art simulated nursing laboratories, accompanying student learning and experiential spaces. An assessment of the building infrastructure and reconfiguration of existing library space will be included as part of an enabling component of the project. The scope will include, but is not limited to mechanical, electrical, plumbing, furniture, finishes, and equipment to accommodate the Nursing and Library. This expansion will return a full nursing pathway to Kennedy-King College.

The campus building, dedicated in July 2007, encompasses primarily the library, will utilize the second-floor area of approximately +/- 15,500 sq. ft. of area for the new nursing expansion scope. The project design aims to create state-of-the-art simulated nursing laboratories, classrooms and accompanying student learning and experiential spaces, such as task training, augmented reality, and virtual reality. Further opportunities will be in creating a shared space or share classrooms on either 1st or 2nd floor. Since this program will be adjacent to the library, an assessment of the library will be included.

1. The effort will involve the renovation of the existing space to include but is not limited to the following: Refer to the provided programming matrix. Subject to change
 - Student Classrooms / Task Training Rooms;
 - Simulated Hospital Suites with Overlooking Observation Rooms;
 - Mock Reception, Nurses Station and Offices;
 - Debriefing / Conference rooms;
 - Study Area and Collaboration Space;
 - Student Lockers;
 - Outpatient Suites;
 - Medical Equipment Staging and Storage;
 - Misc. Training Support Rooms;
 - Restrooms;

SECTION III – PROJECT SUMMARY/SCOPE OF PERFORMANCE CRITERIA

- Building Services (Janitorial, MEP, IT, etc.).

Further renovations will involve upgrades to the mechanical systems for providing new air handling units and associated work for the existing library and new functions of the nursing program.

The scope will investigate the reconfiguration of the existing Library of the main level, as impacted by the new upper-level Nursing program renovation. However, an opportunity exists for the potential to conceptually reprogram the full special configuration of the existing library for more progressive functions and increased operation. The timeline for the library reprogramming renovation impacts may be phased differently from the required Nursing time of completion, once determined. Instructional spaces are intended to be shared within the entire facility between the separate uses.

The project anticipates engagement from college library and nursing staff, as stakeholders to coordinate for the programming of the expansion. No side development scope is required for this project.

CERTIFICATIONS AND EXPERTISE:

In accordance with the requirements of Accreditation Commission for Education in Nursing (ACEN), Higher Learning Commission (HLC), Illinois Department of Public Health (IDPH – CNA), Illinois Department of Professional Regulation and students (IDPFR – LPN & RN), may pursue a full nursing pathway program for an associate's degree in nursing, License in Practical Nursing, or Basic Nursing Assistant's Certificate.

- ACEN: <https://www.acenursing.org>
- HLC: <https://www.hlcommission.org/>
- IDPH (Certified Nurse Aides - CNA): <https://hcwrpub.dph.illinois.gov/>
- IDPFR (Licensed Practical Nurse - LPN & Registered Nurse - RN): <https://idfpr.illinois.gov/profs/nursing.html>

The unique nursing programming will require expertise with Higher Education project experience with similar spaces for student learning (in-person or virtual), simulated laboratories, and experiential spaces. Project goals should be intensely focused on collaborating learning and research spaces that meet today's needs and adapt and evolve for the future. The partnership with the stakeholders will be to develop responsive and inspiring planning and design solutions that are fully integrated into the fabric of the facility and campus objectives.

DESIGN-BUILDER: SCOPE AND PERFORMANCE CRITERIA:

1. **Proposed Project Schedule:** Upon notice of award, the Design Builder shall complete design, permitting, and construction activities in order to achieve the following Substantial Completion and milestone completion dates. The design builder shall coordinate their permitting process with the entitlement process with the Department of Planning and Development for reviews and approvals required by the project. Commencement of Work will be approved via an executed Notice to Proceed or NTP, (after PBC Board approval and receipt of Payment and Performance Bond and compliant Certificate of Insurance).
2. **Substantial Completion:** Substantial Completion of all scope included in this proposal, including all applicable site improvements must be achieved no later than **Quarter-4 2026**. A final project schedule will be developed as part of the Guaranteed Maximum Project Cost Proposal negotiations.
3. **Project Program:** Refer to Project Description above and provided attachment for the Project Program of the Nursing Expansion and Existing Library.
4. **Other Project Requirements:**
 - Code Compliance: Design Builder shall provide all notifications and obtain all required permits from jurisdictions having authority including but not limited to the following agencies:
 - City of Chicago Department of Buildings (Building Permits);
 - Chicago Fire Department (Existing and Occupancy);
 - Department of Water Management (Sewer Permit, Water Taps);
 - Utility Coordination (ComEd, People's Gas, DWM, etc.);
 - Certifications (Listed per above).

SECTION III – PROJECT SUMMARY/SCOPE OF PERFORMANCE CRITERIA

- Sustainable Design Requirements: Sustainable building design and construction is a key prerequisite of the long-term operational plans of this building. It is important that the project optimize the potential of the building and/or site, optimize energy use, protect and conserve water, optimize building use space and material use, enhance indoor environmental quality (IEQ), as well as optimize operational and maintenance practices.

STAKEHOLDER PARAMETERS & CRITERIA:

1. Design Excellence and Principles:

- Design Excellence represents PBC and its stakeholder's commitment to a high-quality built environment, which celebrates and enhances Chicago's unique architectural and urban design legacy.
- Design Excellence has applicable traits to downtown and in our neighborhoods – to streetscapes and open spaces – to residential, commercial, industrial and other uses.
- Design Excellence comprises a range of policies and processes to shape the City's framework for planning, implementation, and evaluation of development. The following Principles were developed by PBC in collaboration with a series of stakeholders. They have informed the environment of Design Excellence in Chicago; Equity & Inclusion, Innovation, Sense of Place, Sustainability, and Communication.
- Goals and Aspirations:
 - Maintain good stewardship of the public funds.
 - Achieve building efficiency through its operation of systems.
 - Develop safe, well designed, and inviting internal/external spaces.
 - Provide the best value by remaining conscious of the project delivery timeline and schedule without compromising quality and performance.
 - Focus on an inviting and responsive public space for its end-users and surrounding neighborhood.
 - Aspire to individual expressions of excellence by design, void of particular styles or predetermined uniformity.
 - Maintain a collaborative relationship between Owner-Developer, User Agency, and the community to ensure successful culmination of our vision.
 - Provide support for effective sustainable design strategies.
- Objectives:
 - Strive for sustainability efforts and best practices.
 - Direct design toward sensitivities to end users, neighborhood and district.
 - Maintain a flexible design approach for opportunities.
 - Target sustainability goals to conserve, protect and sustain resources for healthy and high performing spaces.

PROJECT REFERENCES

1. Press Release & CCC Media Coverage: https://urldefense.com/v3/_https://colleges.ccc.edu/2024/03/05/mayor-brandon-johnson-joins-city-colleges-of-chicago-the-university-of-chicago-and-uchicago-medicine-to-announce-the-expansion-of-healthcare-programs-and-facilities-on-the-south-side-of-chicago/

ANTICIPATED DESIGN BUILDER (DB) BUDGET:

1. Not to Exceed \$8,000,000

The budget includes, but is not limited to: Stakeholder Engagements, Design and Engineering, Permitting, Wayfinding, Regulatory and Entitlements, General Conditions, General Requirements, Bond and Insurance, Pre-Construction, Design Builder's Fee, Allowances, Contingencies, Design Builder's Fee, and Cost of Construction.

ANTICIPATED PROJECT SUMMARY SCHEDULE: *SUBJECT TO CHANGE*

The proposed design and construction schedule, as well as any other proposed dates for this procurement, are subject to change.

- | | | |
|--------------------------------|------------|-----------|
| • Stakeholder Project Transfer | April 2024 | Completed |
| • Pre-Planning Due Diligence | May 2024 | Completed |

SECTION III – PROJECT SUMMARY/SCOPE OF PERFORMANCE CRITERIA

• Stakeholder Kick-Off	May/June 2024	Completed	
1. Design-Build (DB) Procurement:	Sept '24 – Dec '24	Q3/Q4 2024	
2. PBC Board Approval of DB	Dec '24	Q4 2024	
3. Stakeholder Engagement:	Dec '24 – Feb '25	Q3 2024 – Q1 2025	
4. Design + Engineering + Permitting: Duration)	Dec '24 – May '25	Q4 2024 – Q2 2025	(5-mo
5. Construction: Duration)	June '25 – Dec '26	Q3 2025 – Q4 2026	(18-mo
6. Opening:	Q1 2027		

STUDENT ENGAGEMENT AND HIRING:

Provide employment opportunities for students currently enrolled in the City Colleges of Chicago to participate on the Project, including but not limited to sponsorship into Local Union(s), along with Pre-Construction, Project Management, Scheduling, Estimating, Procurement, Risk Management, and Compliance services. Promote growth, empower, train, and support student employment, as required, throughout the duration of the Project.

PROJECT CONSIDERATIONS:

- Certifications and Expertise
- Higher Education Learning Spaces
- Library and Nursing designs
- Permitting: Standard Plan Review
- Project Phasing required
- Occupants: Building will be in use during construction
- Environmental: None Anticipated per 2005 build

PROJECT SUPPLEMENTAL INFORMATION:

SUBSTANTIAL COMPLETION:
Per Anticipated Schedule for Q1 2027 Opening

CONSTRUCTION BUDGET:
Per DB GMP: (See above)

PROJECT DOCUMENTS:

Key Date Schedule [Per dated 9/24/2024]
 Issue for Construction..... [Per dated 12/21/2005]
 As-Built Dwgs [Various per 2005]

ALTA/NSPS Land Title Survey [N/A]
 Geotechnical Report [N/A]
 Traffic Study Report [N/A]
 Environmental Phase-I ESA Report [N/A]
 Environmental ACM/LBP/HAZ Report [N/A]

PROJECT IMPACTS:

DPD/Zoning: Existing Site Area, Renovations, Permitted Use
 DPD/Zoning: Per Existing Building Compliance
 Building Area: Extg. Building @ +/-28,000 GSF, Renovations +/- 15,500SF
 Site FAR: No Impact
 Permit: Standard Plan Review (SPR)
 Geotechnical Soils: Not Applicable

END OF PROJECT DETAILS

EXHIBIT #3

PROGRAM INFORMATION AND EQUIPMENT LIST

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PROGRAM INFORMATION

(PROPOSED) PROJECT DESCRIPTION

City Colleges of Chicago plans to increase its capacity to meet the rapidly changing healthcare landscape. The School of Nursing expansion project at Kennedy King College will bring health-care-related educational opportunities and jobs to area residents in the Englewood Neighborhood. In accordance with the requirements of Accreditation Commission for Education in Nursing (ACEN) and Higher Learning Commission (HLC), students may pursue a full nursing pathway program for an Associates Degree in nursing, License in Practical Nursing, or Basic Nursing Assistant's Certificate.

(PROPOSED) SCOPE OF WORK

City Colleges of Chicago seeks architectural design expertise to create state-of-the-art simulated nursing laboratories, accompanying student learning and experiential spaces. An assessment of the building infrastructure and reconfiguration of existing library space will be included as part of an enabling component of the project. The scope will include, but is not limited to mechanical, electrical, plumbing, furniture, finishes, and equipment to accommodate the Nursing and Library.

KKC SCHOOL OF NURSING EXPANSION/RENOVATION

Updated 9/16/24

**Text in red indicates potential shared functions. *Shared space shall not inhibit functions of Nursing Program*

PROGRAM SUMMARY

ROOM DESCRIPTION	Approx SF
Lobby/Vestibule	300
Turret/Copola (Existing)	134
Circulation/Corridor (Approx. 33%)	3609
Vertical Circulation + Area of Refuge (Existing)	1027
Mock Nurses Station with Reception Window; 4 or 5 Workstations	350
Private Office 1; Adjoining Mock Nurses station, or close proximity	120
<i>Classroom; 30 Students + 1 Teacher Podium</i>	<i>1200</i>
<i>Classroom; 16 Students + 1 Teacher Podium</i>	<i>900</i>
Exam Room #1; Outpatient	110
Exam Room #2; Outpatient	110
Simulated Hospital Suite 1A; Standard Layout	270
Simulated Hospital Suite Adjoining Restroom; 1A/1B	110
Simulated Hospital Suite 1B; Obstetrics/Maternal	270
Simulated Hospital Suite 2A; Pediatrics	270
Simulated Hospital Suite Adjoining Restroom; 2A/2B	110
Simulated Hospital Suite 2B; Med/Surg; (Basic)	275
Simulated Hospital Suite Adjoining Restroom; 2A/2B	110
Simulated Hospital Suite 3A; Med/Surg (Advanced)	275
Suite Observation Room 1; Adjoining Suites 1A/1B	210
Suite Observation Room 2; Adjoining Suites 2A/2B	210
Suite Observation Room 3 for Suite 3A	160
Task Training Rm; 3-5 Hospital Beds+Flexible Training Tables/Augmented Reality Equip.(Studio Labs)	1300
<i>Debriefing Room #1/Conference Room 1; 8 students + 2 leads</i>	<i>260</i>
<i>Debriefing Room #1/Conference Room 1; 8 students + 2 leads</i>	<i>260</i>
Hospital Suite Support Function Room 1	220
Hospital Suite Support Function Room 2	220
Storage Room 1	300
Storage Room 2	300
Storage Closet 1	100
Storage Closet 2	100
Equipment Staging (Carts, Linen Bins, Gurney, Wheelchairs, Mannequins, etc)	300
Student Lockers; accessed via. corridor; Full-height	150
<i>Study Area/ Collaborative Space (16 seats)</i>	<i>960</i>

KKC SCHOOL OF NURSING EXPANSION/RENOVATION

Updated 9/16/24

**Text in red indicates potential shared functions. *Shared space shall not inhibit functions of Nursing Program*

PROGRAM SUMMARY

ROOM DESCRIPTION	Approx SF
Restrooms (If needed per code); Students	800
Restroom; Designated for Faculty/Staff (Existing)	49
Electrical Room (Existing)	72
Janitorial Room (Existing)	34
Electrical Closet (Existing)	36
Additional Building Services As-needed; IT/AV Support/Chases/Etc.	200
SUBTOTAL	15,791

**Copius technology inputs for high fidelity mannequins and equipment shall be integrated into the program listed above. (Including but not limited to; Virtual/Augmented Reality, Wearable Simulation-OB/ChestTube/VSS, etc.)*

MISCELLANEOUS; Future Expansion, Additional Program, Isolated Functions

Ambulance Simulator

Surgical Scrub Sinks

OCCUPANCY SUMMARY

OCCUPANCY SUMMARY	Headcount
Nursing Program; Anticipated Full Time Faculty	4
Nursing Program; Possible Part Time Faculty	6
Nursing Program; Part Time Additional Staff	2
Nursing Program; Anticipated Program Enrollment at 1st Quarter, 2027	50

KKC LIBRARY ENABLING - PROGRAM SUMMARIES

Updated 9/16/24

**Text in red indicates potential shared functions with Nursing Program*

PROGRAM SUMMARY

ROOM DESCRIPTION	SF	SF (Reservable)	DESCRIPTION	TOTAL
Lobby/Entry	425		Public Entry	425
Security Check-in Desk	120		Counter Separation	120
Vertical Circulation; Stairs/Elevator (Existing)	569		Open Area	569
Circulation (33%)			Open Area	2520
Reference Desk; minimum (4) stations; Cart Nooks	750		Counter Separation	750
Workroom/Reference Storage/Processing/Storage/Cart Nooks (Approx 3,500 books on reserve)	1800		Back of House	1800
Private Office 1A	150		Back of House	150
Private Office 2A	150		Back of House	150
<i>Employee touch-down enclaves; 1A</i>		85	Sound Isolation	85
<i>Employee touch-down enclaves; 2A</i>		85	Sound Isolation	85
<i>Employee touch-down enclaves; 3A</i>		85	Sound Isolation	85
<i>Reading Room & Study Stations; Enclosed for Sound Isolation</i>	900		Sound Isolation	900
Resource Stations (48); Open Area; (2) ADA; (2) Dedicated Program	2880		Open Area	2880
<i>Medium Collaboration Area; (3) Small Group, (4-6 seats each)</i>	480		Open Area	480
<i>Small Collaboration; 1-on-1 stations; (4) stations, (2) seats each</i>	240		Open Area	240
<i>Medium Conference Room; 8 seats min.</i>		300	Sound Isolation	300
<i>Classroom; 16 seats + 1 podium; Power at each station</i>		974	Sound Isolation	974
Library Stacks; Integrated throughout (Approx. 15,000 books in open stacks)			Open Area	2600
Public Printer & Common Area Work Table for print assembly	300		Open Area	300
Gallary Walls/Exhibit Space	0		Open Area	0
Employee Breakroom	200		Back of House	200
Restrooms-Public (Existing)	645			645
Restrooms-Private (Existing)	54			54
Storage Room (Existing)	110			110
Trash Room (Existing)	64			64
Telecom (Existing)	112			112
Janitorial (Existing)	45			45
Elevator Mechanical Room (Existing)	48			48
Electrical Room (Existing)	59			59
TOTAL				16,750
LIBRARY OCCUPANCY SUMMARY		Headcount		
Library; Full Time Librarians	2			
Library; Full Time Security Guard	1			
Library; Part-time Adjunct Librarians	2			
Library; Part Time Library Staff	4			



Exist. roof conditions with roof top equipment



Exist. roof conditions with roof top equipment



Exist. roof conditions



Exist. roof conditions with roof top equipment



Exist. roof conditions with roof top equipment



Existing RTU



RTU Tag





Nursing Program Equipment List 20241106

CCC Vendor		Item
Pocket Nurse		Hospital Wall units
Pocket Nurse		Nasco Life/Form Keri Complete Nursing Skills Manikin
Pocket Nurse		Nasco Life/Form Keri Complete Nursing Skills Manikin
Medline		Vital Signs Devices: Spot Vital Signs Device with Masimo SpO2
Medcom Trainex		DVD Skillset videos (Basic Nursing Assistant - Full Set) Software
Medline		Curtain tracks (Exact Measurements needed before pricing) Est. 16 linear Ft./Bed
Medline		Privacy Curtains (Floor to Ceiling)
CDW		A/V equipment
Medline		REFURBISHED HIL-ROM ADVANCE 1105 BED PACKAGE
Medline		Curtain tracks (Exact Measurements needed before pricing) Est. 16 linear Ft./Bed
Medline		Privacy Curtains (Floor to Ceiling) (Exact Measurement needed before final pricing)
CDW G		Laboratory A/V equipment
CDW		Desktops for faculty use
Pace		Wireless Microphone
MCP		86" UHD 3840 X 2160 LED Touch screen display.
Pocket Nurse		Nasco Life/Form Keri Complete Nursing Skills Manikin
Pocket Nurse		Nasco Life/Form Keri Complete Nursing Skills Manikin
Medline		Vital Signs Devices: Spot Vital Signs Device with Masimo SpO2
Medcom Trainex		DVD Skillset videos (Basic Nursing Assistant - Full Set) Software

Classroom and Lecture Equipment

1. Lecture Podiums (Spectrum Industries)
2. Interactive Smart Boards (Epson, Promethean)
3. Lecture Chairs with Writing Desks
4. Whiteboards and Bulletin Boards
5. PA System and Microphones (JBL)
6. High-Speed Wi-Fi Routers and Access Points
7. Computers for Faculty and Student Use (HP)
8. Simulation Cameras

Simulation and Skills Labs Equipment

1. High-Fidelity Simulation Mannequins (Laerdal, CAE Healthcare)
2. Basic Life Support (BLS) Mannequins (Laerdal)
3. Skills Task Trainers (CAE, Gaumard)
4. Mobile Vital Sign Monitors (Welch Allyn)
5. Medication Dispensing Units (Pyxis)
6. Hospital Beds Sets w/ Overbed and Side Tables (Hill-Rom)

Nursing Program Equipment List 20241106

7. Suction Units and Oxygen Delivery Systems (Allied Healthcare)
8. Crash Cart and Emergency Response Equipment (Armstrong Medical)
9. IV Poles, Pumps, and Infusion Equipment (Alaris, Baxter)
10. Ultrasound Machines (SonoSim)
11. Defibrillator Simulator Units (Philips, Zoll)
12. Medical Supply Carts and Storage Units (Lakeside)

Computer and Technology Labs

1. Desktop Computers (HP)
2. Printers and Scanners (HP, Brother)
3. Virtual Simulation Software and VR Headsets (VR Simulations)
4. EHR Simulation Systems (Epic, Cerner)
5. Computer Monitors with Dual-Screen Setups (LG, HP)

Nursing Library and Study Areas

1. Bookshelves and Resource Storage Units
2. Desktop Computers and Laptops (HP)
3. Study Tables and Chairs
4. Collaborative Study Cubicles

Other Essentials

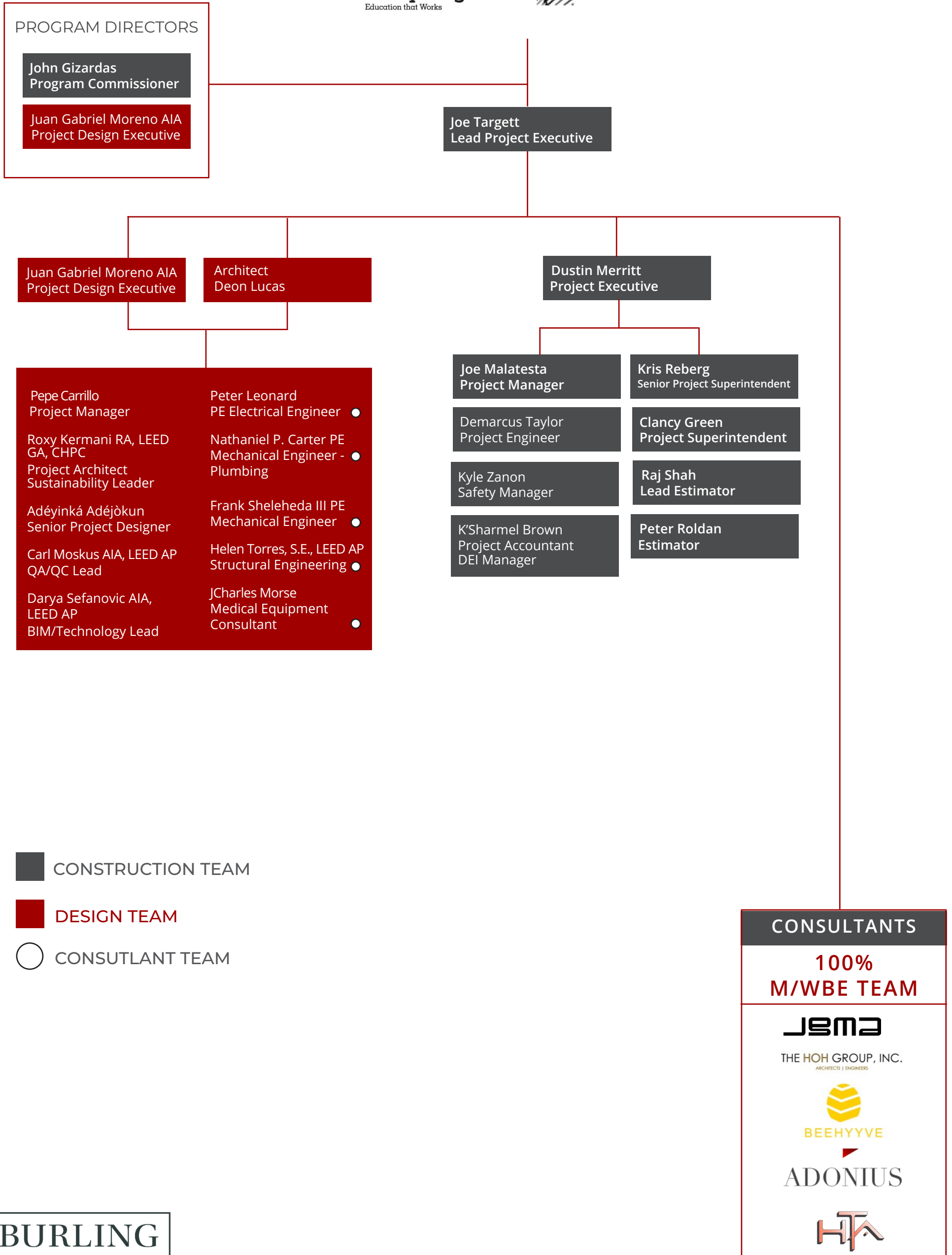
1. Mannequin Consumables (Various Medical Suppliers)
2. Medical Charts and Nursing Documentation Tools
3. Reference Material and Posters (Various Medical Publishers)
4. Disinfecting Stations (Purell)

EXHIBIT #4

Key Personnel

(Reminder of page intentionally left blank)

ORGANIZATIONAL CHART - KEY PERSONNEL
CCC SCHOOL OF NURSING EXPANSION AT KENNEDY-KING COLLEGE



- CONSTRUCTION TEAM
- DESIGN TEAM
- CONSUTLANT TEAM

CONSULTANTS

100%
M/WBE TEAM

THE HOH GROUP, INC.
ARCHITECTS | ENGINEERS

ADONIUS





John Girzadas

Executive Vice President

John Girzadas graduated from Purdue University, with a Master in Structural Engineering and a Bachelors in Civile Engineering & Construction Management. With over 30 years of construction management experience, John holds a diversified project portfolio and has overseen the successful completion of all company projects over the last 24 years. A few of John’s corporate clients are; ComEd/Exelon, CVS Pharmacy, JP Morgan Chase, United Airlines, East Lake Management & Development, Turnstone Development, University of Chicago, University of Illinois Systems, Chicago Department of Aviation, and a multitude of City of Chicago Agencies.

32 YEARS OF PROJECT EXPERIENCE

**EDUCATION -
ELEMENTARY, MIDDLE
SCHOOL, HIGHER
EDUCATION, PRIVATE**

Whether new construction or renovation of K-12 to Higher Education facilities, John’s collaborative methods along with the integration of team and process, has led to some of the most creative, efficient and successful educations construction solutions.

**MUNICIPAL -
RECREATION FACILITIES,
FIRE-STATIONS,
LIBRARIES & MORE**

From libraries to police stations, John’s understands that municipal buildings are central to how communities live, gather and grow. John directs the team to understand that municipal structures must be build to serve the constituencies.

**INDUSTRIAL -
AIRPORT, WAREHOUSE,
MAINTENANCE
FACILITIES & MORE**

From 33,000SF of Cold Storage Facilities & Vehicle Maintenance structures to new construction & renovation of airports, John has overseen the most challenging of technical industrial builds in the Chicagoland area.

**COMMERCIAL -
HOSPITALITY, OFFICE,
RETAIL, RECREATIONAL
& MORE**

With repeat clients including JP Morgan Chase, ComEd & Nicor, John has helped to grow our commercial project clientele by managing the delivery of on-time, on-budget commercial projects.

**RESIDENTIAL -
MARKET-RATE, MIXED-
USE, AFFORDABLE**

Delivered Design-Build & Design Bid-Build with direct oversight & management of precon, project management to closeout of over 80 mulit-family, market-rate, mixed-use and affordable housing projects.

EDUCATION, CERTIFICATIONS, PROFESSIONAL AFFILIATIONS

Bachelors Degree Civil
Engineering |
Purdue University

Bachelors Degree
Construction
Management |
Purdue University

Masters Degee
Structural Engineering |
Purdue University



32 YEARS EXPERIENCE



TEAM LEADERSHIP



\$600MM+ PROJECT
OVERSIGHT

BURLING



John Gizardas

Executive Vice President

Joe's construction career spans three decades. Since joining Burling in 1999, Joe has been a key member of the company's executive leadership team, directing operational and administrative initiatives in addition to providing strategic direction of Burling's preconstruction and project management functions. Joe also directs internal controls and collaborates on decisions relating to safety, project management systems and technology. He is responsible for the strategy and operations of Burling's retail, office, industrial and residential markets. He has personally overseen construction projects totaling more than \$900 million across practically every major market.

32 YEARS OF PROJECT EXPERIENCE

COMED CHICAGO TRAINING CENTER
CHICAGO, IL | \$20.3MM

This state-of-the-art training facility features, completed in January, 2016, consisted of 51,000 square feet of classroom, office, and indoor training space including indoor pole climbing and lead splicing bays, a 200-seat auditorium.

JANE ADAMS REC CENTER
CHICAGO, IL | \$22.4MM

New construction of a 98,776 SF, pre-cast/steel recreation facility. Scope included an indoor synthetic turf field, court space, running track, basketball court and community rooms for meetings/classes. Exterior Scope included a 108,000 square feet synthetic baseball/football field, a subsurface detention tank in the parking lot, exterior lighting, and landscape improvements.

NICOR FACILITY
BELLWOOD, IL | \$12.3MM

23,145 SF new construction and interior renovation. Renovation of building No. 2 New construction of a 16,324 SF maintenance facility. All construction work was completed on fully operational site, coordinating, and phasing the placement of current employees.

MORGAN PARK SORTS CENTER
CHICAGO, IL | \$17.2MM

New 64,000 SF multi-use sports facility which features a state-of-the-art indoor ice rink facility, 1,200 seat bleacher area, state of the Art Gymnastics Center, featuring all core gymnastics faculties including a recessed foam pit, fitness center and hospitality Areas. Recreational features include concession areas, meeting and party rooms, spectator seating areas, offices, restrooms, and team locker rooms.

ILLINIOIS MEDICAL DISTRICT HAMPTON INN
CHICAGO IL | \$19.5MM

This state-of-the-art training facility features, completed in January, 2016, consisted of 51,000 square feet of classroom, office, and indoor training space including indoor pole climbing and lead splicing bays, a 200-seat auditorium.

EDUCATION, CERTIFICATIONS, PROFESSIONAL AFFILIATIONS

EDUCATION

Bachelor Degree Building Construction Technology | Purdue University

FMI Leadership Institute Certification

Construction Management Association of America

Construction Financial Management Association

PROFESSIONAL AFFILIATIONS

HACIA Member

National Minority Supplier Diversity Council

Illinois Housing Council



32 YEARS EXPERIENCE



PROJECT EXECUTIVE



\$600MM+ PROJECT OVERSIGHT

BURLING



EDUCATION, CERTIFICATIONS, PROFESSIONAL AFFILIATIONS

EDUCATION

California State Polytechnic University, Bachelor of Architecture

California State International Program, Architectural Studies, Florence, Italy

REGISTRATIONS

Licensed Architect, State of California

Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

AFFILIATIONS / MEMBERSHIPS

American Institute of Architects (AIA)

Society of Registered Architects (SARA)

Chicago Architecture Biennial, Board Member

Chicago Sister Cities Bogota, Committee Member

United States Green Building Council

City of Chicago Landmarks Commission, Former Appointee
Leadership Greater Chicago, Fellow

Arquitectos, Past Board President

Loyola University Health System, Board Member

Juan Gabriel Moreno AIA

Project Design Executive

Juan Gabriel Moreno is an award-winning architect and President of JGMA (Juan Gabriel Moreno Architects). Mr. Moreno was born in Bogota, Colombia and studied architecture at California State Polytechnic University, Pomona and also lived in Florence, Italy where he studied under Superstudio founder Christiano Toraldo di Francia. In 2010 he launched JGMA with the sole purpose of positively impacting Chicago's diverse communities. Since then, JGMA's designs have helped to create a culture of change in many of these disadvantaged communities by bringing an architecture of dignity and profound transformation. These works include the Acero Soccer Academy, Northeastern Illinois University El Centro Campus, and Richard Daley College MTEC. JGMA has been the recipient of numerous awards and recognition since its inception.

36 YEARS OF DESIGN EXPERIENCE

PROJECT EXPERIENCE

CCC Richard J. Daley College MTEC Chicago IL, USA

New 70,000 sf building which celebrates the manufacturing industry through the expression of materials such as metal panels, glass, and exposed steel.

CCC Richard J. Daley College Re-envisioned Chicago IL, USA

Complete transformation of the former Daley College into a contemporary higher education learning environment.

CCC Olive Harvey College Lab Chicago IL, USA

Re-envision of the Olive-Harvey College's Organic Chemistry Lab, providing students a lively and dynamic, yet functional space in which to learn, study, and collaborate.

UIC Innovation Center Chicago IL, USA

New 15,000 sf, 2-story addition that will serve as an innovative collaboration space featuring a divisible studio designed for flexibility and multi-disciplinary teamwork.

Northeastern Illinois University El Centro Campus Chicago, IL, USA

60,000 sf satellite campus that serves a diverse population with programmatic components such as labs, computer laboratory, and student lounges.

The School of the Art Institute Chicago Chicago, IL, USA

The SAIC projects represent a profound investigation into the student experience and include their Wellness Center, Career-Op Center, and Student Affairs Office.

Instituto Health Sciences Career Academy Chicago, IL, USA

Transformation of an existing three story brick building into a 100,000 sf state of the art, LEED Certified, learning academy.





Dustin Merritt

Project Executive

Dustin is an experienced Construction Manager with a 20-year successful track record of managing residential, commercial and public-sector capital improvement projects. As Senior Project Manager, Dustin’s responsibilities include the coordination of estimates and cost breakouts, negotiation and execution of all subcontracts. During construction, Dustin ensures job meetings are taking place and schedules are staying on track. Dustin also reviews Burling’s quality assurance and safety programs with senior management. During project close-out, Dustin reviews documentation required from subcontractors and suppliers for operations and maintenance manuals and manages the punch-list to ensure conformance with contract documents.

EDUCATION, CERTIFICATIONS, PROFESSIONAL AFFILIATIONS

Bachelors of Science-
Building Construction
Technology | Hampton
University

Builders Association
(AGC Chicago Chapter)

U.S Green Building
Council (USGBC)

CURRENT PROJECTS

As the supervisor over
the Project Managers Dustin
oversees 3-4 projects.

Salt Creek Office
Grace Manor
Invest SW Austin

30 YEARS OF PROJECT EXPERIENCE

**GRACE MANOR
APARTMENTS
CHICAGO, IL | \$30MM**

6-Story, 100% Affordable Housing Development consisting of 65 units, as well as ground-level retail space, in North Lawndale.

**HARVEY LOFTS
CHICAGO, IL | \$15MM**

5-Story, 66,450 SF, 51 unit affordable residential including a community room, laundry facility, fitness room, leasing office, file storage, mail room, fitness center, out door playground and community kitchen.

**EDWIN BERRY MANOR
APARTMENTS
CHICAGO, IL | \$5MM**

The project consists of fifty-seven (57) apartments in an 8-story residential building with 14 parking spaces. There is a mix of studio and one-bedroom apartments with one bathroom along with a single two-bedroom staff unit.

**4400 GROVE
APARTMENTS
CHICAGO, IL | \$30MM**

The new construction of two, four-story affordable housing buildings totaling 42 units constructed above a precast podium with light gauge metal frame.

**VILLAGES OF
WESTHAVEN
CHICAGO, IL | \$30MM**

The comprehensive renovation services for a scattered site residential development consisting of 200 units across 21 buildings on Chicago’s Near West Side.

**ST. EDMUND’S
COMMONS
CHICAGO, IL | \$25MM
COURTS
CHICAGO, IL | \$5MM
OASIS
CHICAGO, IL | \$25MM**

Commons-The comprehensive new construction of six residential buildings. Unit make-up includes 53 units within two-story duplexes. **Courts** -Renovated 36 units in a courtyard residential building. The project was a complete gut rehab that included ADA units and one-, two- and three-bedroom units. **Oasis**-The comprehensive new construction of four residential buildings. Unit make-up includes 58 units within two-story duplexes.



20 YEARS EXPERIENCE



BIM CERTIFIED



QA/QC MANAGER





Kris Reberg

Senior Project Superintendent

Kris Reberg, a seasoned Project Superintendent, has 18 years of experience in construction. His diverse portfolio includes Infrastructure Upgrades, Institutional/Recreational, Hospitality, Multi-Unit Residential developments, and Industrial facilities. Mr. Reberg ensures that every project is completed safely, according to construction documents, on time, and within budget. He supervises subcontractors to ensure the project is built with the utmost quality and efficiency. Kris assumes the responsibility for productivity, efficient use of material, and contractual performance for each project.

EDUCATION,
CERTIFICATIONS,
PROFESSIONAL
AFFILIATIONS

Safety Trained Supervisor
Construction® (STSC®)
OSHA 30
First Aid/CPR
Electrical Safety
Silica Awareness
Scaffold Safety
Excavation Safety
Fall Protection
HazWoper Certified
Purdue Construction
Site
Supervision Certified

20 YEARS OF PROJECT EXPERIENCE

**IMD GATEWAY HOTEL |
CHICAGO, IL |
\$20MM**

This 6-story new construction project located in the IMD Gateway included 135 rooms with common spaces including a fitness center, inground pool, conference center rooms, cafe and an exterior patio. The parkways, park and plaza all were constructed to support the hospitality, retail, residential, and medical office buildings.

**CPD JANE ADAMS
RECREATION
CHICAGO, IL | \$22MM**

New construction of a 98,776 SF, pre-cast/steel recreation facility. Scope included an indoor synthetic turf field, court space, running track, basketball court and community rooms for meetings/classes. Exterior Scope included a 108,000 square feet synthetic baseball/football field, a subsurface detention tank in the parking lot, exterior lighting, and landscape improvements.

**NICOR FACILITY
BELLWOOD, IL |
\$12.3MM**

23,145 SF new construction and interior renovation. Renovation of building No. 2 New construction of a 16,324 SF maintenance facility. All construction work was completed on fully operational site, coordinating, and phasing the placement of current employees.

**COMED OFFICE
HIGHLAND PARK,
\$6.2MM**

This 5-Story New Construction, Senior Housing facility for IHDA includes site development, carpentry upgrades, MEP upgrades, cold form framing system upgrades, elevator modernizations & masonry work. Exterior work includes new site utilities, detention ponds, and parking lot.

**MORGAN PARK SORTS
CENTER CHICAGO, IL |
\$17.2MM**

New 64,000 SF multi-use sports facility which features a state-of-the-art indoor ice rink facility, 1,200 seat bleacher area, Gymnastics Center, gymnastics faculties including a recessed foam pit, fitness center. Facility includes concession areas, meeting and party rooms, spectator seating areas, offices, restrooms, and team locker rooms.



18 YEARS EXPERIENCE



TRADE COORDINATOR



SCHEDULE MGNT

BURLING



Joe Malatesta

Project Manager

Joe Malatesta has 6 years of experience as a project manager in the area of general contracting. His experience includes commercial project construction includes new construction and renovation of banking facilities, municipal facilities, retail, office airline projects and forest preserve district projects. In his role as project manager he helps to maintain the project budget, project safety and the schedule by monitoring project progress and coordinating activities. He also manages the QA/QC process by reviewing the specifications, and plans, and recommending actions.

EDUCATION,
CERTIFICATIONS,
PROFESSIONAL
AFFILIATIONS

Bachelor of Science,
Business Management,
Loyola University

7 YEARS OF PROJECT EXPERIENCE

**ST. IGNATIUS SCHOOL
CHICAGO, IL |
\$11.3MM**

Burling Builders served as the Design-Builder for the both phases of this athletic development. The first phase was a new multi-sport project that included two high school/NCAA soccer, football and lacrosse fields, and an 8-lane track. Phase two, included the new baseball field which consisted of new turf field, drainage system, storage structure, bleachers/seating area, brick dugouts, scoreboard and elevated walkway.

**FOREST PRESERVE
PARK DISTRICT SALT
CREEK
CHICAGO, IL | \$8.1MM**

The new construction project includes, demolition ground up construction of new 10,000 sf maintenance headquarters & garage building, the project also includes site improvements and renovation to existing buildings at the Salt Creek Landscape Maintenance site.

**HARVEY LOFTS
HARVEY, IL |
\$15.1MM**

This new construction development consists a 5-Story, 66,450 SF multi-family, affordable development. This high-end facility is constructed as an all electric building and includes 51 residential units. The amenities include a community room, laundry facility, fitness room, leasing office, file storage, mail room, fitness center, out door playground and community kitchen.

**5/3 BANK
OAK LAWN, IL |
\$5.1MM**

The new construction project consisted of a new Oak Lawn branch. This ground-up, next generation, Retail Branch consisted of the construction of a 7600 sf bank that include, offices, kitchen, teller area, lobby. Exterior consisted of a site work, new parking lot, and landscaping.

**TERMINAL 5
TEMPORARY BAGGAGE
O'HARE
INTERNATIONAL
AIRPORT | \$3.1MM**

This 16,500 SF, Pre-engineered metal building was built on the tarmac. Coordination with neighboring gates throughout the construction process and coordination with FAA for crane pics during erection of the pre-engineered metal building was vital to the success of this project. The air-side coordination for importing /exporting and material management ensured security and safety. In project included an accelerated construction and deconstruction.



DIVERSE EXPERIENCE



SCHEDULE MGMT



QA/QC MANAGER





Clancy Green

Project Superintendent

With more than 16 years of expertise as a project superintendent specializing in commercial and multifamily residential projects, Clancy Green is renowned for his steadfast commitment to excellence. In his role as Project Superintendent, Clancy Green places a high emphasis on quality assurance. Throughout the project lifecycle, he oversees all facets of subcontractors' scopes of work to guarantee timely completion.

EDUCATION,
CERTIFICATIONS,
PROFESSIONAL
AFFILIATIONS

- Safety Trained Supervisor Construction® (STSC®)
- OSHA 30
- First Aid/CPR
- Electrical Safety
- Silica Awareness
- Scaffold Safety
- Excavation Safety
- Fall Protection
- HazWoper Certified
- Purdue Construction Site Supervision Certified

6 YEARS OF PROJECT EXPERIENCE

IMD GATEWAY HOTEL | CHICAGO, IL | \$18MM

New construction of a Hampton Inn & Suites with 135 Guestrooms. The scope included; site clearing, demolition, soil remediation, construction of new underground site utilities, detention tanks with a storage volume of 80,000 CF, site lighting, private roads, hard-scape, and landscape improvements in a 9.5-acre site.

LEGACY TOWER MILLENNIUM PARK, CHICAGO IL | \$250MM

The Legacy at Millennium Park is a 72-story mixed-use building that combines retail, academic and residential spaces and 454 parking spaces. A 13-story podium houses retail uses on the first floor, an expansion of the School of the Art Institute on the second and third floors, parking on floors four through 12 and an athletic facility on the 13th floor.

AMLI RESIDENCE EVANSTON, IL | \$50 MILLION

MLI Evanston is a 214-unit, 367,374-square-foot residential apartment building with one level below grade, a two-story cast-in-place concrete podium for parking and a wood-framed four-story structure above. The building includes 14 live/work spaces, six retail spaces, and was constructed to achieve LEED Silver certification.

RUSH HOSPITAL CHICAGO IL, \$10MM

In order to repair a condensation problem renovation and restoration of parapets on floors 7, 8, and 15 was required. Removal and replacement of the existing metal panels, the structural studs and re-building of the parapet was also included in the scope of work.

AMLI RIVER NORTH 22,000 SQFT POOL DECK \$21 MILLION

AMLI River North is a 50-story high-rise located in the River North area of Chicago. The project includes 37 floors (409 units) of residential upgraded apartments. The main level includes a high-end lobby, back-of-house facilities and a core/shell retail area.



16 YEARS EXPERIENCE



TRADE COORDINATOR



SCHEDULE MGNT



Demarcus Taylor

Project Engineer



Demarcus is a current student at Kennedy-King College and our newest employee at Burling. He is a motivated Project Engineer with hands-on experience in Construction Management. He encompasses a strong background in overseeing all aspects of construction projects, from planning and budgeting to scheduling and quality control. Demarcus is diligent in coordinating with the project team to complete daily tasks to ensure submittals, and contractor documentation is complete and efficient.

3 YEARS OF PROJECT EXPERIENCE

**INVEST SOUTHWEST
AUSTIN |
CHICAGO, IL |
\$39MM**

This multi-family new construction project includes a mixed-income, multi-story rental building with XX units, green roof, public plaza, social spaces, and outdoor art. In addition renovate of the landmark structure with commercial uses that include a blues museum, bank branch, café, and business incubator.

**CICERO INCLUSIVE
PLAYGROUND |
CICERO, IL \$4.1MM
\$18MM**

This new construction project consist of the construction of a new park facility, including an inclusive playground to fit the needs of disable children. The scope of work includes a ADA accessible play park, driveways, parking lot, landscaping, lighting, fencing, walkway, and sidewalks.

**REVOULTIONARY
WORKSHOP
CHICAGO CHICAGO, IL
| \$2.5MM**

New construction of a 7,000 SF learning center built for construction workforce development services provided for unemployed or underemployed. The facility includes a workshop, office space, to support staff and social services. The scope of work included plumbing, concrete, carpentry, mechancial and electrical.

**ST REGIS CHICAGO |
\$5MM**

Hotel renovation, scope of work included plumbing, concrete, carpentry, mechancial and electrical.

EDUCATION,
CERTIFICATIONS,
PROFESSIONAL
AFFILIATIONS

Kennedy-King College
Associate of Applied
Science in Construction
Management
June 2026

Tools Up Foundation
Certificate of Completion
in Construction Project
Management
Program

Apprentice Certificate of
Completion in Carpentry



SUBMITTAL MGMT



SCHEDULE MGMT



DOCUMENT MGMT

BURLING



DEON P. LUCAS

A&E Support + Community Engagement

Deon currently serves as the managing partner of Beehyve and President of E.G.Woode. He is responsible for establishing the firm's creative strategy, and developing budgets & schedules for key design projects. His role also requires him to directly mentor and supervise creative teams while challenging and introducing new and innovative methods of creative execution. Deon strives to motivate his creative team to constantly strive for excellence in performance.

Throughout the life Deon has been given great opportunities to develop and enhance his personal and professional skills. Those experiences have greatly influenced his concept of learning, which he has defined as an endless process of knowledge acquisition and transformation into reality. These are concepts that he intend to utilize as he advance throughout his career.

12 YEARS OF EXPERIENCE

Homan Square Permanent Supportive Housing, Chicago, IL, USA

Ongoing design collaboration with JGMA & Beehyve. The project is the new construction of 22 permanent supportive housing units in the North Lawndale community. The project construction budget is roughly \$8.7MM and will be constructed by BOWA Construction Group.

Steans Family Foundation Tulsa 1920, Chicago, IL, USA

Partner with the Steans Family Foundation to develop a holistic approach to entrepreneurship for black communities. The Tulsa 1920 Project is a mixed use retail and commercial redevelopment of a 15k sq.ft. facility into a micro-manufacturing facility, hair salon and offices.

Earle School Redevelopment, Chicago, IL, USA

Together with Gorman & Company, Beehyve lead a team of local community engagement organizations including the resident Association of Greater Englewood and Teamwork Englewood to direct a community engagement strategy that would enable the developer to successfully launch a bid to redevelop an existing elementary school into 63 affordable housing units.

Lurie's Children Hospital Pediatrics Uptown Refresh, Chicago, IL, USA

The Pediatrics in Uptown Refresh includes a new secure and branded front of house design for the diverse community in the Uptown neighborhood that is patient friendly and inclusive.

The Regenerator, Chicago, IL, USA

Redevelop of an existing elementary school into 42 supportive housing apartments fro returning citizens and a 20k sq.ft. community health center. Beehyve serves as a supporting architect to Gorman & Company and NIA Architects to document existing conditions and provide critical assistance during all phases of the design and construction process.

R.A.G.E Headquarters, Chicago, IL, USA

The Resident Association of Greater Englewood (R.A.G.E.) is redeveloping a 15k sq.ft. facility into a food hub and permanent office spaces for their organization.

AG Healthy Lifestyle Hub, Chicago, IL, USA

Renovation of historic 55,000 sf.ft. building on Auburn Gresham's 79th Street commercial corridor into a mixed-use building.

EDUCATION, CERTIFICATIONS, PROFESSIONAL AFFILIATIONS

University of Illinois at Urbana-Champaign, Master of Business Administration, Master of Science in Architecture

Turkegee Bachelor of Architecture

Licensed Architect, State of Illinois

Registered Energy Professional, State of Illinois

AIA, Associate Member

NOMA, Associate Member

U.S. Green Building Council, Student Associate

BEEHYVE



Pepe Carrillo

Project Manager

Pepe Carrillo is originally from Spain and relocated to Chicago to pursue his Master's Degree in Architectural Engineering at the Illinois Institute of Technology. Pepe's interest in architecture stems from his interest for both the technical and artistic aspects of the field, particularly in technical drawings. Coming from a family of photographers, Pepe was also deeply inspired by the visual arts.

As a Senior Project Designer, Pepe is dedicated to integrating precision and creativity in every project. At JGMA, he combines his technical expertise with his passion to deliver innovative architectural solutions. He strives to create designs that balance technical precision with artistic vision, resulting in spaces that are not only functional but also deeply resonate with the communities they serve. Beyond architecture, Pepe's personal interests include photography, cinematography, and graphic design. These creative outlets continue to shape his perspective and influence his work, allowing him to bring a rich, multidimensional approach to every project he undertakes.

10 YEARS OF EXPERIENCE

PROJECT EXPERIENCE

Advocate Outpatient Clinics, Chicago, IL, USA

Led the design of multiple new clinics (30,000-100,00 bgsf) using an Integrated Project Delivery (IPD) approach. Created patient-centered spaces that reflected the client's identity.

Rush University Medical Center, Chicago, IL, USA

Led the design and transformation of a shelled space into a state-of-the-art Endoscopy Center on the 8th floor of a 550,000 bgsf Medical Center at Rush University. The facility features 8 GI and fluoroscopic rooms, along with 25 patient rooms.

University of Chicago New Engineering & Science Building, Chicago, IL, USA

A new high-profile research facility that will serve as the new home of the Prtizker School of Molecular Engineering and the Chicago Quantum Exchange. This future hub will serve as a central collaborative space, positioning Chicago as a leader in pioneering scientific and engineering research.

UIUC Building X2, Urbana-Champaign, IL, USA

Led the design for a 70,000 bgsf Building X2 project, working closely with design principals and lab planning teams to create a state-of-the-art research facility that accommodates diverse user needs.

Saint Anthony Hospital Focal Point Community Campus, Chicago, IL, USA

A visionary 30-acre mixed-use development on Chicago's west and southwest sides. The campus addresses broader community needs by integrating healthcare, education, affordable housing, and recreational spaces.

EDUCATION, CERTIFICATIONS, PROFESSIONAL AFFILIATIONS

EDUCATION

Illinois Institute of Technology,
Master's Degree in Architectural
Engineering

Universitat Politècnica de
Valencia, Spain, Bachelor of
Science in Architecture

Universitat Politècnica de
Valencia, Spain, Master of
Science in Architecture

AFFILIATIONS / MEMBERSHIPS

BOOST Architecture Leadership
Program

Dale Carnegie Course
Leadership Training

Pathfinder Award



ROXY KERMANI RA, LEED GA, CHPC

Project Architect/Sustainability Lead

Roxy Kermani is a Project Architect and Sustainability Lead at JGMA with experience practicing in Los Angeles, San Francisco, and now Chicago. Roxy leads the design efforts of numerous multi-disciplinary projects at JGMA in various sectors including healthcare, aviation, and education. She approaches all of her projects with a holistic mindset prioritizing green building strategies, constructability, and client satisfaction. Her role has been prominent for the office as she launched several sustainability and equity initiatives shortly after joining the company.

Roxy is registered as an architect in California and Illinois with LEED GA and CHPC accreditations. She received her Bachelor of Architecture and Minor in Construction Management from the accredited program at California Polytechnic State University in San Luis Obispo.

7 YEARS OF EXPERIENCE

CCC Wright College STEM Labs and Innovation Center, Chicago, IL, USA

JGMA is leading the transformation of the existing Learning Resource Center into an Innovation Center, alongside the design of two new STEM labs and support spaces to enhance student learning, experimentation and socialization.

Chicago Public Library 4630 S Ashland, Chicago, IL, USA

The new 7-story mixed-use building features 40,000 sf of public programming including a new library, a neighborhood center, and a community theater.

West Pullman Master Plan, Chicago, IL, USA

New 38 acre intergenerational campus that connects this West Pullman community to the rest of Chicago by featuring a holistic health center including mental health services, physical therapy services, a community gym, and sporting facilities.

Lurie's Children Hospital Pediatrics Uptown Refresh, Chicago, IL, USA

The Pediatrics in Uptown Refresh includes a new secure and branded front of house design for the diverse community in the Uptown neighborhood that is patient friendly and inclusive.

Loretto Hospital, Chicago, IL, USA

The hospital has ambitious plans to develop more community-based programs to better help the underserved people they assist.

JGMA was tasked with understanding their current needs and spaces, and create a masterplan to help them develop into the future as they grow and the neighborhood changes.

121st & Halsted, Chicago, IL, USA

New 38.4-acre development that will serve as an Intergenerational Living Community Campus, connecting different generations while prioritizing health and wellness.

EDUCATION, CERTIFICATIONS, PROFESSIONAL AFFILIATIONS

Cal Poly State University, SLO
Bachelor of Architecture

Studio Ticino Study Abroad,
Design Studio and Architectural
History Program

Cal Poly State University, SLO
Bachelor of Architecture

Studio Ticino Study Abroad,
Design Studio and Architectural
History Program



DARYA STEFANOVIC AIA, LEED AP

Bim/Technology Lead

Darya Stefanovic has spend most of her career working as an Architect as well as a BIM Manager and a technology leader for companies of various size. While working as an Architect, her focus has been facade design and documentation. As a BIM Manager, Darya has been responsible for development and implementation of firm-wide standards, staff training, new tools research and implementation as well as providing firm-wide documentation and BIM-related project support. As a technology lead, Darya has managed large IT infrastructure projects, such as cloud data migration with Nasuni and BIM360 and has helped transition the office to a remote and later a hybrid workflow. Darya often leads software-related lectures and training sessions and is a part of several digital practice groups. Originally from Tashkent, Uzbekistan, Darya speaks Russian as well as English. Darya has spent severals years as a Young Architects Forum Chair and Co-Chair.

21 YEARS OF EXPERIENCE

CCC Wright College STEM Labs and Innovation Center, Chicago, IL, USA

JGMA is leading the transformation of the existing Learning Resource Center into an Innovation Center, alongside the design of two new STEM labs and support spaces to enhance student learning, experimentation and socialization.

Humboldt Park Health Wellness Center, Chicago, IL, USA

This 45,500 sf facility will provide state-of-the-art services for patients of the campus and members of the community. This wellness building will feature programs that promote healthy lifestyles, including a pool, indoor track, and multiple fitness areas.

UIC Innovation Center, Chicago IL, USA

New 15,000 sf, 2-story addition that will serve as an innovative collaboration space featuring a divisible studio designed for flexibility and multi-disciplinary teamwork.

Chicago Public Library Pioneer Bank Development, Chicago, IL, USA

This new construction, mixed-use, library/affordable housing project in the Humboldt Park neighborhood includes a new 16,000 SF Chicago Public Library branch featuring multi-purposes as well as learning spaces.

Chicago Public Library 4630 S Ashland, Chicago, IL, USA

The new 7-story mixed-use building features 40,000 sf of public programming including a new library, a neighborhood center, and a community theater.

Lurie's Children Hospital Pediatrics Uptown Refresh, Chicago, IL, USA

The Pediatrics in Uptown Refresh includes a new secure and branded front of house design for the diverse community in the Uptown neighborhood that is patient friendly and inclusive.

Northwestern University Levy Mayer Hall, Chicago, IL, USA



EDUCATION, CERTIFICATIONS, PROFESSIONAL AFFILIATIONS

University of Illinois at Chicago,
Master of Architecture

LEED Accredited Professional
(LEED AP)

Licensed Architect, State of
Illinois

LEED Accredited Professional
(LEED AP)

AFFILIATIONS / MEMBERSHIPS

American Institute of Architects
(AIA), Member

AIA Technology in Architectural
Practice Knowledge Community,
Co-Chair



CARL MOSKUS AIA, LEED AP

QA/QC Lead

Carl Moskus has lived and worked in Chicago his entire life and attended college at the Illinois Institute of Technology. Over the last 40 years he has been involved and responsible for over 40 high-rise projects that include office, residential, educations, and hospitality project typologies located in Chicago, several cities in the United States, as well as internationally. At JGMA, Carl is involved in the technical design of the JGMA projects and is a mentor to the staff in the technical aspects of all projects. His primary goal, as well as passion, is to ensure that the design concepts created JGMA are correctly executed in the final, built project.

44 YEARS OF EXPERIENCE

CCC Wright College STEM Labs and Innovation Center, Chicago, IL, USA

JGMA is leading the transformation of the existing Learning Resource Center into an Innovation Center, alongside the design of two new STEM labs and support spaces to enhance student learning, experimentation and socialization.

PBC Chicago Public Safety Headquarters, Chicago, IL, USA

The project includes an Assessment Report involving MEP/Life Safety engineering, civil engineering, structural engineering and architecture components to be upgraded and/or replaced within the facility.

PBC Chicago Public Safety Headquarters, Chicago, IL, USA

This project aims to deliver a transformative ADA assessment for 21 public facilities in Chicago, overseen by PBC. These facilities—spanning Payment Centers, Revenue Lots, and Auto Pounds—will be thoroughly evaluated to ensure they provide equal access for everyone, including individuals with disabilities.

UIC Innovation Center, Chicago IL, USA

New 15,000 sf, 2-story addition that will serve as an innovative collaboration space featuring a divisible studio designed for flexibility and multi-disciplinary teamwork.

Chicago Public Library Pioneer Bank Development, Chicago, IL, USA

This new construction, mixed-use, library/affordable housing project in the Humboldt Park neighborhood includes a new 16,000 SF Chicago Public Library branch featuring multi-purposes as well as learning spaces.

University of Chicago, Chicago, IL, USA

Mixed-use facility in Hyde Park.

Northwestern University, Crowe Hall, Chicago, IL, USA

New classroom building for Northwestern University, Evanston Campus.

Kellogg Graduate School of Management, Evanston, IL, USA

Addition and renovation for Northwestern University.

EDUCATION, CERTIFICATIONS, PROFESSIONAL AFFILIATIONS

Illinois Institute of Technology,
Bachelor of Architecture
Licensed Architect, State of
Illinois

LEED Accredited Professional
(LEED AP)

AFFILIATIONS / MEMBERSHIPS
American Institute of Architects
(AIA), Member

National Council of Architectural
Registration Boards, Member



Adéyinká Adéjòkun

Senior Project Designer

Adéyinká's architectural incentive is the improvement of man's welfare through design. He obtained a bachelor's degree in architecture in his home country of Nigeria and a master's degree at the University of Illinois at Chicago. Throughout his time in the United States and abroad, he has worked on a multiplicity of projects ranging from small-scale consumer products to large-scale urban projects. Adéyinká approaches design by thinking critically about parameters that influence man's way of life: culture, convictions and commune. He has continued this endeavor during his time at JGMA with a concentration in residential and commercial development.

7 YEARS OF EXPERIENCE

PROJECT EXPERIENCE

CCC Richard J. Daley College MTEC, Chicago IL, USA

The Manufacturing & Technology Center is a new 70,000 sf building which celebrates the manufacturing industry. It inspires its diverse student population to rethink careers in manufacturing and establishes dignity in community college design.

CCC Richard J. Daley College Re-envisioned, Chicago IL, USA

Complete transformation of the former Daley College into a contemporary higher education learning environment. The project represents a full transformation of the out of date facility from the exterior to the interior.

CCC Wright College STEM Labs and Innovation Center, Chicago, IL, USA

JGMA is leading the transformation of the existing Learning Resource Center into an Innovation Center, alongside the design of two new STEM labs and support spaces to enhance student learning, experimentation and socialization.

UIC Innovation Center, Chicago IL, USA

New 15,000 sf, 2-story addition that will serve as an innovative collaboration space featuring a divisible studio designed for flexibility and multi-disciplinary teamwork.

UIC School of Public Health, Chicago, IL, USA

Transformation of a 1960's era building, into innovative learning spaces which provide academic flexibility as well as serving as inspirational gathering spaces for the SPHPI students and faculty.

Northwestern University Levy Mayer Hall, Chicago, IL, USA

The project focuses on revitalizing its historic structure, aiming to not only restore its facade but to breathe new life into its presence.

Chicago Public Library 4630 S Ashland, Chicago, IL, USA

The new 7-story mixed-use building features 40,000 sf of public programming including a new library, a neighborhood center, and a community theater.

EDUCATION, CERTIFICATIONS, PROFESSIONAL AFFILIATIONS

EDUCATION

University of Illinois at Chicago,
Master of Architecture

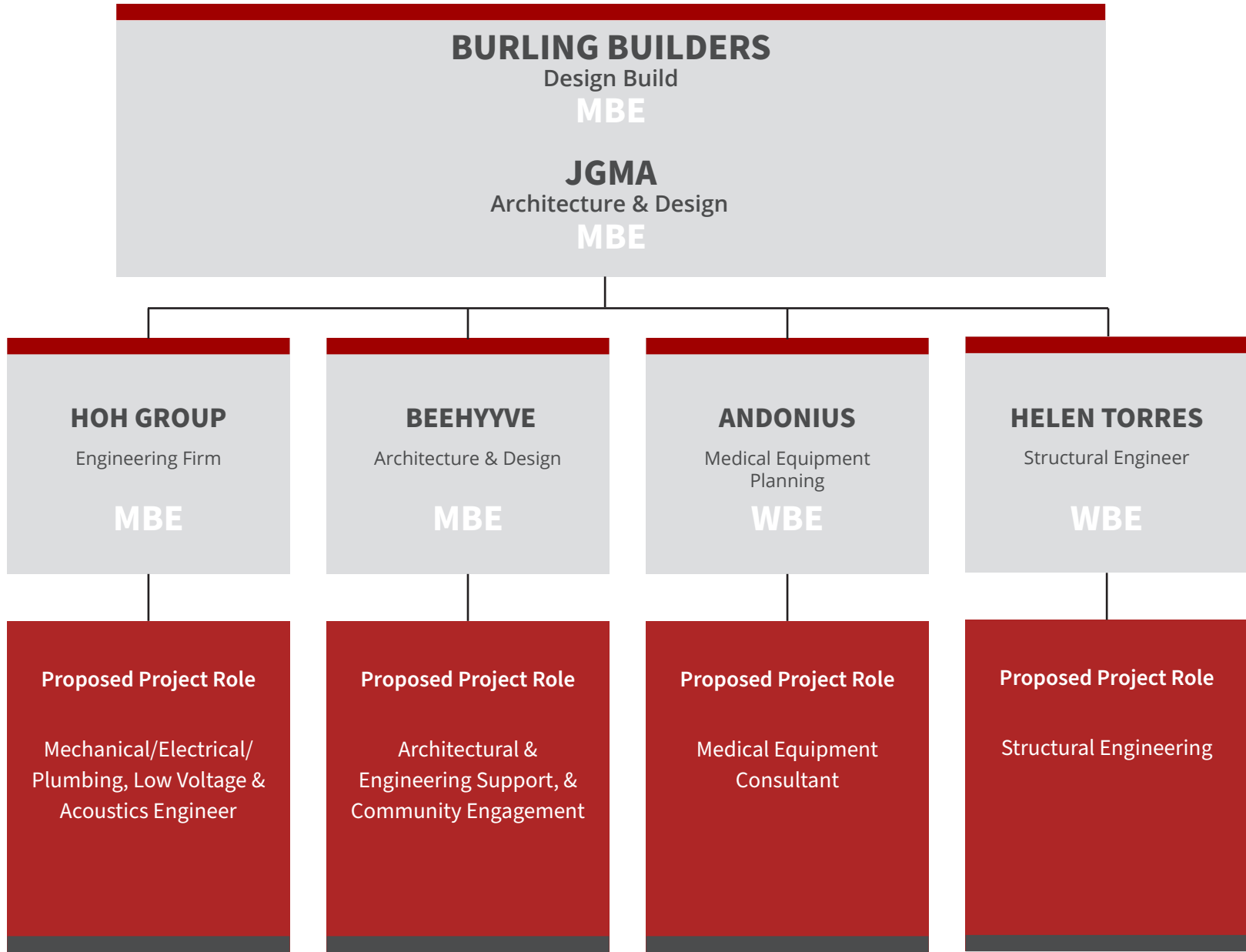
Bells University of Technology,
Bachelor of Architecture, Ota,
Nigeria

AFFILIATIONS / MEMBERSHIPS

Member of Association of
Christians in Architecture (ACA),
Chicago

Licensing Advisor, National
Council of Architectural
Registration Boards (NCARB)

CONSULTING FIRMS



STRATEGY Summary

With Burling leading the design build team our strategy, in collaboration with JGMA as the lead architect and engineering firm, is to leverage the expertise of our consultants to create a seamless and innovative design build project. With HOH MEP and Low Voltage Engineering firm providing essential mechanical, electrical, and plumbing expertise, BEEHYVE acting as an architectural and engineering mentor protege to aid in the design and community engagement, ANDONIUS contributing specialized knowledge in medical equipment, and Helen Torres & Associates offering structural engineering proficiency, we aim to foster a collaborative environment that maximizes the strengths of each team member. By prioritizing open communication, efficient project management, and a commitment to sustainability and innovative design, we will work diligently to exceed expectations and deliver an inspiring educational renovation project for the PBC, CCC School of Nursing Expansion at Kennedy-King College project.

JGMA

Firm Description: JGMA is a progressive architecture and design practice committed to active community involvement and the enrichment of peoples' lives through the attentive and dynamic organization of space and materiality. We understand that quality design has a unique ability to influence civic life and transform communities.

Company Address: 223 W Ohio St. Chicago, IL, 60654

Contact: JUAN G. MORENO, President & Founder - JUAN@JGMA.COM, 312.895.4438

Proposed Project Role: (Design and/or Construction): Architecture

MBE/WBE Status: MBE

BEEHYVE

Firm Description: The Beehyve is an architecture and engineering design collaborative. We desire to leverage our involvement within Englewood and surrounding communities by creating an affordable space for our partner design firms. Currently our members provide design and engineering services to several groups throughout Englewood, Bronzeville, Woodlawn, Chatham, Auburn-Gresham, Lawndale, East Garfield Park, Kenwood, Hyde Park and several other communities through Chicago.

Company Address: 1122 West 63rd Street, Chicago, IL 60621

Contact: Deon Lucas, dlucas@beehyve.coM, 773.954.1416

Proposed Project Role: (Design and/or Construction): Architectural & Engineering support (mentor Protégé), Community Engagement

MBE/WBE: MBE

HOH

Firm Description: The HOH Group has a team of talented professional architects, civil, structural, and mechanical/electrical/plumbing/fire protection engineers under one roof with the focus being on the client's needs and resources. Throughout our design process we engage our clients using our advanced Building Information Modeling (BIM) software and other technologies so that they can see the progression live as well as seeing the final built product virtually before they make it a reality.

Company Address: 623 Cooper Court, Schaumburg, IL 60173

Contact: **Jim (Matt Providing me with info)**

Proposed Project Role: (Design and/or Construction): MEP & Low Voltage

MBE/WBE: MBE

CONSULTING FIRMS

Adonius

Firm Description: Adonius takes healthcare capital planning to the next level by offering comprehensive medical equipment planning services that meet the highest standards. Our experienced staff works in collaboration with all stakeholders, including design, construction, and logistics teams to devise an efficient and cost-effective plan for fulfilling clinical needs in a timely manner.

Contact: JCharles Morse, cmorse@adonius.com, 512. 626. 0477

Proposed Project Role: (Design and/or Construction): Medical Equipment Consultant

MBE/WBE Status: WBE

Helen Torres & Associates

Firm Description: Helen Torres & Associates (HTA) is a consulting Structural Engineering firm established in 2020 and located in Chicago. The firm is committed to utilizing the art and science of structural engineering to provide customized service to each client and appropriate, constructible solutions for every project. We specialize in building projects.

Company Address: 2710 W. Jerome St Chicago, Illinois

Contact: Helen Torres, helen@helentorresassociates.com, 312.859.5246

Proposed Project Role: (Design and/or Construction): Structural Engineering

MBE/WBE: WBE

EXHIBIT #5

Insurance and Bonding Requirements

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INSURANCE REQUIREMENTS

The insurance requirements listed below are the minimum requirements that will be required for work issued on a contract resulting from this Procurement. The actual requirements for the project may be higher and will be determined based on the scope and the requirements as determined in collaboration with the User Agency. As noted in this Procurement, Respondent is to submit a certificate of insurance evidencing their current insurance program.

The Design-Build Entity must provide and maintain at Design-Build Entity's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Design-Build Entity returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Risk Management.

A. INSURANCE TO BE PROVIDED

1. Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Design-Build Entity and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Design-Build Entity must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. the Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

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

4. Design-Build Entity's Pollution Liability

Design-Build Entity's Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The Design-Build Entity pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Design-Build Entity and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

INSURANCE REQUIREMENTS

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

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

5. Professional Liability

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

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

6. Builders Risk

Design-Build Entity must provide All Risk Builders Risk or Installation Floater Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others required, will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Design-Build Entity is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Design-Build Entity.

7. Railroad Protective Liability (if necessary)

When any work is to be done adjacent to or on railroad or transit property, Design-Build Entity must provide, with respect to the operations that the General Design-Build Entity or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad Protective Liability insurance is required by the nearby railroads, Design-Build Entity shall submit written confirmation from each railroad.

Design-Build Entity's and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Design-Build Entity's and subcontractors must provide copies of this endorsement with the certificate of insurance required below.

INSURANCE REQUIREMENTS

B. ADDITIONAL REQUIREMENTS

Design-Build Entity 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 Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Design-Build Entity must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Design-Build Entity is not a waiver by the Commission of any requirements for the Design-Build Entity to obtain and maintain the specified insurance. The Design-Build Entity will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Design-Build Entity of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records.

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

The Design-Build Entity waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago. The Design-Build Entity must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago.

The insurance coverage and limits furnished by Design-Build Entity in no way limit the Design-Build Entity's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, or any other User Agency or others, as may be required by the Public Building Commission of Chicago, will not contribute with insurance provided by the Design-Build Entity under the Contract.

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

If Design-Build Entity is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The Design-Build Entity must require all subcontractors to provide the insurance required herein, or Design-Build Entity may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Design-Build Entity unless otherwise specified in this Contract.

If Design-Build Entity or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Design-Build Entity must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037
3. Builders Risk Coverage

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2025

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

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

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction PHONE (A/C. No. Ext): 630-468-5600 E-MAIL ADDRESS: CSUConstruction@hubinternational.com		FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE			
INSURED BURLING BUILDERS, INC. 44 W 60TH ST CHICAGO IL 60621	BURLBUI-01	INSURER A :	The Phoenix Insurance Company	25623
		INSURER B :	St. Paul Protective Insurance Company	19224
		INSURER C :	Travelers Property Casualty Company of America	25674
		INSURER D :	The Travelers Indemnity Company	25658
		INSURER E :	Great American Excess & Surplus	37532
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 188320501 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	DT-CO-B5083874-PHX	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-B5084348-25-26-G	8/31/2025	8/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-B5098285-25-26	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-B5084373-25-26-G	8/31/2025	8/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E A	Pollution/Professional Inland Marine			PCM F369180 00 DT-CO-B5083874-PHX	8/31/2025 8/31/2025	8/31/2026 8/31/2026	Per Claim/Agg./SIR Leased/Rented Lmt/Ded 5,000,000/\$25,000 75,000/\$2,500

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

RE: Contract No. PS3092, Project No. 03730, City Colleges of Chicago School of Nursing Expansion at Kennedy-King College. The Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago are primary and non-contributory additional insured on the G/L, Auto, and Pollution policies if required by written contract, subject to policy terms, conditions, and exclusions. *Waivers of subrogation apply to G/L, Auto, Workers Comp., and Pollution policies in favor of the additional insured if required by written contract, subject to policy terms, conditions, and exclusions. (Umbrella follows form over G/L, Auto, and Employers Liability policies)

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission Procurement Department Richard J. Daley Center 50 West Washington Street Room 200 Chicago IL 60602 United States	APPROVED JLB 5/7/2026	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
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PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name

as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7., Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- e.** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited

liability company) or members of their households.

- (1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (b) Neither you nor any other involved "insured" will make any settlement without our consent.

- (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (d) We will reimburse the "insured":

- (i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**;

- (ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its

COMMERCIAL AUTO

territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

COMMERCIAL AUTO

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
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PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



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PCM 60 01 (Ed. 10 24)

GREAT AMERICAN E & S INSURANCE COMPANY

PROFESSIONAL AND CONTRACTING SERVICES ENVIRONMENTAL LIABILITY INSURANCE POLICY

THIS POLICY CONTAINS SOME CLAIMS MADE AND REPORTED COVERAGES. READ IT CAREFULLY.

SOME OF THE COVERAGES CONTAINED WITHIN THIS POLICY REQUIRE THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.

SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL EXPENSE IS SUBJECT TO AND WILL ERODE THE LIMIT OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION

In this Policy, "the Company" refers to the company providing this insurance. Some other words and phrases that appear in capital letters have special meaning. Refer to Section II – DEFINITIONS.

In consideration of the payment of the Policy Premium and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted in connection with the Application, and subject to all the terms, conditions, exclusions and limitations of this Policy, the Company agrees to provide insurance coverage to the INSURED as described herein:

SECTION I. INSURING AGREEMENTS

EACH OF THE FOLLOWING COVERAGES IS IN EFFECT ONLY IF LIMITS OF LIABILITY ARE INDICATED FOR SUCH COVERAGE IN THE DECLARATIONS. EACH COVERAGE THAT IS IN EFFECT IS SUBJECT TO SECTION VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION.

A. COVERAGE A

1. PROFESSIONAL LIABILITY

The Company will pay on behalf of the INSURED for LOSS and related LEGAL EXPENSE because of an actual or alleged act, error or omission in PROFESSIONAL SERVICES, which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD, but only if the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

2. MITIGATION COSTS COVERAGE

The Company will pay the INSURED's MITIGATION COSTS because of an actual act, error or omission in PROFESSIONAL SERVICES, but only if:

- (a) the PROFESSIONAL SERVICES were rendered subsequent to the applicable Retroactive Date, but prior to the end of the POLICY PERIOD;
- (b) during the POLICY PERIOD and prior to incurring any MITIGATION COSTS, the INSURED provides the Company with:
 - (i) written notice of such act, error or omission in PROFESSIONAL SERVICES; and
 - (ii) a proposed written plan for rectifying such act, error or omission, along with documentation supporting the reasonableness and necessity of such proposed plan; and

- (c) all MITIGATION COSTS are approved by the Company, in writing, prior to being incurred by the INSURED; and
- (d) the MITIGATION COSTS are not covered under any other Coverage afforded under this Policy.

3. PROFESSIONAL INDEMNITY COVERAGE

The Company will indemnify the INSURED for LOSS that is in excess of the REQUIRED INSURANCE because of an actual or alleged act, error or omission in PROFESSIONAL SERVICES performed by the DESIGN PROFESSIONAL, but only if:

- (a) a CLAIM is first made by the INSURED against such DESIGN PROFESSIONAL during the POLICY PERIOD; and
- (b) the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

B. COVERAGE B – OCCURRENCE CONTRACTING SERVICES POLLUTION LIABILITY

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, or migrating from, a JOB SITE that arises from CONTRACTING SERVICES or COMPLETED OPERATIONS:

- 1. which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD; or
- 2. if, during the POLICY PERIOD:
 - (a) the POLLUTION CONDITION first begins; and
 - (b) the INSURED first discovers the POLLUTION CONDITION; and
 - (c) the INSURED first reports the POLLUTION CONDITION to the Company, in writing.

C. COVERAGE C – POLLUTION LEGAL LIABILITY ARISING FROM AN OWNED LOCATION

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under, or migrating from a COVERED LOCATION:

- 1. which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD; or
- 2. if, during the POLICY PERIOD, the INSURED first discovers the POLLUTION CONDITION,

but only if:

- (i) the INSURED notifies the Company of the CLAIM or POLLUTION CONDITION, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD; and
- (ii) the POLLUTION CONDITION first commences during the POLICY PERIOD; and
- (iii) the POLLUTION CONDITION first begins and ends within a period of ten (10) consecutive days.

D. COVERAGE D – OCCURRENCE NON-OWNED DISPOSAL SITE

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under, or migrating from a NON-OWNED DISPOSAL SITE, which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD.

E. COVERAGE E – OCCURRENCE IN-BOUND AND OUT-BOUND TRANSPORTATION COVERAGE

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION arising from the INSURED's goods, products, or waste, during the course of transportation by a CARRIER, including any loading or unloading of such goods, products, or waste, which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE, or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD.

SECTION II. DEFINITIONS

- A. ADDITIONAL NAMED INSURED** means any person, organization, or entity identified as an ADDITIONAL NAMED INSURED in an endorsement issued by the Company.
- B. AUTOMOBILE** means a land motor vehicle, trailer, semi-trailer, mobile equipment, or off-road motor vehicle, including any machinery or apparatus attached thereto.
- C. BODILY INJURY** means:
1. physical injury, sickness, disease, or building-related illness sustained by any person, including death resulting therefrom and, solely with regard to this Item C.1., any accompanying medical or environmental monitoring;
 2. court-ordered medical monitoring; or
 3. mental anguish, emotional distress, or shock, caused by a POLLUTION CONDITION.
- D. CARRIER** means a person or entity, including an INSURED, engaged by or on behalf of the INSURED to transport material by AUTOMOBILE, aircraft, watercraft, or rolling stock, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.
- E. CLAIM** means:
1. with regard to all coverages except Coverage A.3., a demand, notice, or assertion of a legal right alleging liability or responsibility on the part of the INSURED because of: (i) a POLLUTION CONDITION; or (ii) an actual or alleged act, error or omission in PROFESSIONAL SERVICES, including but not be limited to lawsuits, orders, petitions or governmental or regulatory actions filed against the INSURED; or
 2. solely with regard to Coverage A.3., a written demand made by the INSURED alleging liability or responsibility on the part of the DESIGN PROFESSIONAL for LOSS arising out of an actual or alleged act, error or omission in PROFESSIONAL SERVICES performed by the DESIGN PROFESSIONAL.
- F. CLEAN-UP COSTS** mean the reasonable and necessary expenses incurred to investigate, remove, dispose of, abate, contain, treat, or neutralize a POLLUTION CONDITION, including any associated monitoring and testing costs:
1. to the extent required by federal, state, local or provincial laws, including but not limited to statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, governing the liability or responsibilities of the INSURED; or
 2. in the absence of items in 1. above, to the extent recommended by an ENVIRONMENTAL PROFESSIONAL.

CLEAN-UP COSTS include:

- (a) REPLACEMENT COSTS;
- (b) EMERGENCY RESPONSE COSTS;
- (c) any associated punitive, exemplary, or multiplied damages where insurable by law; and

(d) civil fines, penalties and assessments, but only to the extent they: (i) arise solely from the investigation, removal, disposal of, abatement, containment, treatment or neutralization of a POLLUTION CONDITION; (ii) are imposed by a government entity acting under authority of applicable federal, state, local or provincial laws; and (iii) are insurable by law.

G. COMPLETED OPERATIONS mean CONTRACTING SERVICES that are completed. COMPLETED OPERATIONS do not include any CONTRACTING SERVICES that have not been completed or have otherwise been abandoned. CONTRACTING SERVICES will be considered completed at the earliest of the following times:

1. when all CONTRACTING SERVICES to be performed under the contract have been completed; or
2. when all CONTRACTING SERVICES to be performed at the JOB SITE have been completed; or
3. when that portion of the CONTRACTING SERVICES has been put to its intended use by any person or entity other than another contractor or subcontractor working on the same project.

CONTRACTING SERVICES that may require further maintenance, service, correction, repair or replacement, but are otherwise complete, shall be deemed completed.

H. CONTRACTING SERVICES mean any contracting services stated in the Declarations or scheduled as such onto this Policy by an endorsement issued by the Company, performed by or on behalf of the INSURED at a JOB SITE.

I. COVERED LOCATION means any location stated in the Declarations or any location scheduled as such onto this Policy by an endorsement issued by the Company. COVERED LOCATION does not include a JOB SITE.

J. DESIGN PROFESSIONAL means an organization or entity, or any sub-contractor or sub-consultant thereof, that performs PROFESSIONAL SERVICES on behalf of the INSURED pursuant to a written contract with the FIRST NAMED INSURED or an ADDITIONAL NAMED INSURED that was signed by the DESIGN PROFESSIONAL before the actual or alleged act, error or omission in PROFESSIONAL SERVICES. DESIGN PROFESSIONAL does not include any organization or entity, or sub-contractor or sub-consultant thereof, that is not duly certified or licensed to perform such PROFESSIONAL SERVICES.

K. EMERGENCY RESPONSE COSTS mean costs, charges or expenses incurred by the INSURED on an emergency basis, where delay on the part of the INSURED would cause injury to persons, damage to property, or increase significantly the cost of responding to a POLLUTION CONDITION. The INSURED shall notify the Company of all such expenses immediately after the emergency ends.

L. ENVIRONMENTAL DAMAGE means physical injury to the atmosphere, structures, soil, surface water or groundwater arising from a POLLUTION CONDITION and resulting in CLEAN-UP COSTS. ENVIRONMENTAL DAMAGE does not include PROPERTY DAMAGE.

M. ENVIRONMENTAL PROFESSIONAL means an individual designated by the Company who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both. The Company shall consult with the FIRST NAMED INSURED in conjunction with the selection of the ENVIRONMENTAL PROFESSIONAL. The Company may require that such professional meet certain minimum qualifications and maintain errors and omissions insurance.

N. EXTENDED REPORTING PERIOD means the Automatic Extended Reporting Period or, if applicable, the Optional Extended Reporting Period described in Section V. of this Policy.

O. FIRST NAMED INSURED means the person or entity stated in Item 1. of the Declarations.

P. GREEN BUILDING MATERIALS mean any building products or construction materials that are recognized by The Leadership in Energy and Environmental Design (LEED®) or Energy Star as: (i) being environmentally preferable or sustainable; or (ii) providing enhanced energy efficiency.

Q. INSURED means:

1. the FIRST NAMED INSURED;
2. any ADDITIONAL NAMED INSURED; and

3. any present or former director, officer, partner, member, employee, leased or temporary worker of the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED, while acting within the scope of his/her duties as such; and
4. any organization or entity, in existence at any time prior to the POLICY PERIOD, in which the FIRST NAMED INSURED has: (i) an ownership interest of fifty percent (50%) or more; or (ii) control over the management thereof; and
5. any joint venture in which the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED is named as a co-venturer, but solely to the extent such FIRST NAMED INSURED or ADDITIONAL NAMED INSURED is liable because of its performance of CONTRACTING SERVICES provided under such joint venture; and
6. solely with regard to Coverage B under this Policy and only when required by written contract, INSURED also includes:
 - (a) the client for whom the INSURED performs CONTRACTING SERVICES provided that such contract was signed by the INSURED and such client prior to the date the POLLUTION CONDITION first commenced. However, the client is included as an INSURED under this Policy solely to the extent that the client is found liable based upon CONTRACTING SERVICES negligently performed by an INSURED other than the client. No coverage will be provided for such entity's own negligence or strict liability; and
 - (b) any entity unrelated to the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED, provided that such contract was signed by the INSURED and the client for whom the INSURED performs CONTRACTING SERVICES prior to the date the POLLUTION CONDITION first commenced. However, such entity is included as an INSURED under this Policy solely to the extent that it is found liable based upon CONTRACTING SERVICES negligently performed by an INSURED other than such entity. No coverage will be provided for such entity's own negligence or strict liability; and
 - (c) Any entity specifically listed on the Policy by endorsement that is unrelated to the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED or for whom the INSURED performs CONTRACTING SERVICES provided that such contract was signed by the INSURED and the client for whom the INSURED performs CONTRACTING SERVICES prior to the date the POLLUTION CONDITION first commenced. However, such entity is included as an INSURED under this Policy solely to the extent that the entity is found liable based upon CONTRACTING SERVICES negligently performed by an INSURED other than the entity listed in the endorsement. No coverage will be provided for such entity's own negligence or strict liability.

Coverage for such client or entity under this Policy shall not exceed the lesser of the following amounts:

- (i) the Limit of Liability required under such written contract; or
- (ii) the applicable Coverage B Limit of Liability of this Policy.

However, INSURED does not include any DESIGN PROFESSIONAL

Notwithstanding Section IX. CONDITIONS, Item N. OTHER INSURANCE, and only when required by such written contract, the coverage afforded under this Policy for any person or entity who is an INSURED solely by reason of subparagraph 6. of the Definition of INSURED will apply as primary as to any other valid and collectible insurance available to such INSURED.

- R. **JOB SITE** means a location at which CONTRACTING SERVICES are performed. JOB SITE also includes real property rented or leased by the INSURED during the course of performing CONTRACTING SERVICES, but only if such real property is utilized in direct support of such CONTRACTING SERVICES. However, JOB SITE does not include any:
 1. COVERED LOCATION; or
 2. other location that is managed, operated, owned, or leased by an INSURED or any subsidiary or affiliate of an INSURED, except for any such location that is managed, operated, owned, or leased solely by any person or organization that is an INSURED only by reason of subparagraph 6. of the definition of INSURED.
- S. **LEGAL EXPENSE** means attorneys' fees and other charges and expenses incurred in the investigation, adjustment, defense, or settlement of any CLAIM for LOSS or CLEAN-UP COSTS, or in connection with the payment of any CLEAN-UP COSTS. LEGAL EXPENSE includes the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or

services in connection with such investigation, adjustment, defense, or settlement, whether incurred by the INSURED, defense counsel, or the Company.

LEGAL EXPENSE also includes costs of appeal bonds, and pre-judgment and post-judgment interest and reasonable expenses incurred by the FIRST NAMED INSURED for any of its employees to attend, pursuant to a formal notice or subpoena, a hearing, trial, arbitration, mediation or deposition associated with a CLAIM covered by this Policy.

LEGAL EXPENSE does not include salary charges of regular employees or officials of the Company, fees and expenses of supervisory counsel retained by the Company, or, except as indicated above, the time and expense incurred by the INSURED in assisting in the investigation or resolution of a CLAIM or in connection with CLEAN-UP COSTS, including but not limited to the costs of the INSURED's in-house counsel.

T. LOSS means:

1. solely with regard to Coverage A.1., a monetary judgment, award, or settlement of:
 - (a) compensatory damages; or
 - (b) punitive, exemplary or multiplied damages, civil fines, penalties and assessments, where insurable by law.
2. solely with regard to Coverage A.3., the sum the INSURED is legally entitled to recover from the DESIGN PROFESSIONAL as determined by:
 - (a) a final judgment by a court of competent jurisdiction;
 - (b) a final award in an arbitration or other form of dispute resolution to which the INSURED must submit, or to which it submits with the Company's prior written consent; or
 - (c) a settlement with the DESIGN PROFESSIONAL, which the INSURED makes with the Company's prior written consent.
3. with regard to any coverage(s) other than Coverage A.1. and A.3., a monetary judgment, award, or settlement of:
 - (a) compensatory damages; or
 - (b) punitive, exemplary or multiplied damages, civil fines, penalties and assessments, where insurable by law, because of BODILY INJURY or PROPERTY DAMAGE.

However, LOSS does not include any:

- (i) return, refund, or disgorgement of any INSURED's fee or other sum, whether or not the INSURED received it for PROFESSIONAL SERVICES, expenses, or otherwise;
- (ii) cost of complying with any injunctive or other equitable relief; or
- (iii) liquidated damages, whether such liquidated damages are pursuant to contract or otherwise.

U. MEDIATION means the process by which a neutral third party evaluates a CLAIM and provides non-binding recommendations in an effort to facilitate a resolution of such CLAIM.

V. MITIGATION COSTS mean the reasonable costs and expenses that are necessary to:

1. prevent further harm, injury or damage to persons or tangible property; or
2. reduce the INSURED's liability to any person or organization that is not an INSURED, but only if the INSURED expects to incur such liability as a direct result of an act, error or omission in the PROFESSIONAL SERVICES.

However, MITIGATION COSTS do not include: (i) any of the INSURED's overhead, mark-up, profit or labor costs; (ii) any consequential damages or costs, including but not limited to delay damages, cost over-runs, lost profits, liquidated damages, or loss of use; or (iii) any work that is a betterment or exceeds the scope of the original project.

W. MOLD MATTER means mold, mildew, or any type or form of fungus, including any mycotoxins, spores, or byproducts produced or released by fungi.

X. NON-OWNED DISPOSAL SITE ("NODS") means a location used for the treatment, storage, or disposal of waste, but only if:

1. the waste is generated by CONTRACTING SERVICES or at a COVERED LOCATION; and
2. the NODS is not managed, operated, owned, or leased by the INSURED or any subsidiary or affiliate of the INSURED; and
3. the NODS is permitted or licensed by any federal, state, local or provincial authorities to accept waste material as of the date of the treatment, storage, or disposal; and
4. the NODS is not listed on a proposed or final Federal National Priorities List ("NPL") and any State or Provincial equivalent NPL, Superfund, or Hazardous Waste list prior to the treatment, storage, or disposal.

Y. POLICY PERIOD means the period stated in Item 2. of the Declarations. However, if this Policy is cancelled by either the FIRST NAMED INSURED or the Company, the policy period ends at the effective date and time of the cancellation.

Z. POLLUTANTS mean any solid, liquid, gaseous or thermal pollutant, irritant or contaminant, including but not limited to smoke, vapors, odors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, waste, including medical, infectious, red bag, and pathological wastes, legionella, electromagnetic fields, MOLD MATTER and low-level radioactive waste and material.

AA. POLLUTION CONDITION means:

1. the discharge, dispersal, release, seepage, migration, or escape of POLLUTANTS into or upon land or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater;
2. the illicit abandonment of contained or uncontained POLLUTANTS at a JOB SITE or COVERED LOCATION, but only if such abandonment was committed by a person(s) or entity(ies) other than an INSURED and without the knowledge of any RESPONSIBLE PERSON;
3. the existence of MOLD MATTER, on, at, or within a building or structure;
4. the discharge, dispersal, release, or escape of methamphetamines or other chemicals associated with methamphetamine laboratories within a building or structure; and
5. solely with regard to Coverage E, the illicit abandonment of any waste beyond the legal boundaries of a COVERED LOCATION by a CARRIER, but only if such abandonment was committed by a CARRIER that is not an INSURED and without the knowledge of any RESPONSIBLE PERSON.

BB. PROFESSIONAL SERVICES mean:

1. solely with regard to Coverage A.1., any professional services stated in the Declarations, or scheduled as such onto this Policy by endorsement issued by the Company, performed by or on behalf of the INSURED;
2. solely with regard to Coverage A.2., design, design assist, engineering, or value engineering performed by or on behalf of the INSURED;
3. solely with regard to Coverage A.3., design, design assist, engineering, or value engineering performed by the DESIGN PROFESSIONAL.

CC. PROPERTY DAMAGE means:

1. physical injury to, or destruction of, the real property or tangible personal property of any: (a) person or organization that is not an INSURED; or (b) any person or organization that is an INSURED only by reason of subparagraph 6. of the definition of INSURED, including the resulting loss of use of such property; or
2. loss of use of such property that has not been physically injured or destroyed;
3. diminution in the value of such property; or
4. natural resource damage which means the physical injury to, or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et. seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction or alienation, any member of a Native American tribe.

caused by a POLLUTION CONDITION. However, PROPERTY DAMAGE does not include CLEAN-UP COSTS or ENVIRONMENTAL DAMAGE.

DD. REPLACEMENT COSTS mean reasonable and necessary costs incurred by the INSURED, with the Company's written consent, to repair, restore or replace damaged real property or tangible personal property in order to restore the property to the condition it was in prior to it being damaged, but only if the damage to such real property or tangible personal property occurred in the course of incurring CLEAN-UP COSTS. REPLACEMENT COSTS includes the use of GREEN BUILDING MATERIALS.

REPLACEMENT COSTS shall not exceed the actual cash value of such real property or tangible personal property prior to incurring the CLEAN-UP COSTS, plus the increased costs, if any, for GREEN BUILDING MATERIALS. For the purposes of this definition, actual cash value means replacement cost reduced by physical depreciation and obsolescence.

EE. RESPONSIBLE PERSON means:

1. any officer, director, or partner of the INSURED;
2. the manager, foreman, or supervisor of the INSURED responsible for environmental or health and safety affairs, control or compliance; or
3. any manager of a COVERED LOCATION.

FF. REQUIRED INSURANCE means the minimum amount of professional liability insurance a DESIGN PROFESSIONAL must have available to them prior to commencing PROFESSIONAL SERVICES for or on behalf of the INSURED, as shown in the Declarations. In no event shall the initial sum of such insurance be less than the amount stated in the Declarations. It is a condition precedent to coverage hereunder that the INSURED require the DESIGN PROFESSIONAL to evidence such insurance and warrant that the minimum amount of insurance shown in the Declarations are fully available and unimpaired immediately prior to the date the PROFESSIONAL SERVICES begin.

GG. UNDERGROUND STORAGE TANK means any container or vessel, including the associated piping connected thereto, which is ten percent (10%) or more beneath the surface of the ground.

UNDERGROUND STORAGE TANK does not include any oil/water separators, storm-water collection systems, or any tank contained in a subterranean room of a COVERED LOCATION.

SECTION III. TERRITORY

This Policy applies only to a CLAIM first made or brought in, or a POLLUTION CONDITION located within, the United States, its territories or possessions, Puerto Rico or Canada, but only if the INSURED's responsibility to pay for LOSS is determined in:

- A. a proceeding on the merits conducted in the United States, its territories or possessions, Puerto Rico or Canada; or
- B. a settlement agreed to by the Company.

SECTION IV. EXCLUSIONS

This Insurance does not apply to any LOSS, CLEAN-UP COSTS, MITIGATION COSTS, LEGAL EXPENSE or other coverage afforded under this Policy that is:

1. Asbestos

based upon or arising out of the existence of, required removal of, or abatement of, asbestos in any form, including, but not limited to, products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials.

This exclusion does not apply to:

- (a) Coverages A.1., A.2., A.3., and B or;
- (b) asbestos in any form,
 - (i) with respect to Coverages C and D, in soil or in any watercourse or body of water including groundwater; or
 - (ii) with respect to Coverage E, where the exposure occurs during the course of transportation as a result of a POLLUTION CONDITION that first commenced during the POLICY PERIOD.

2. Claims Against and Settlement with the Design Professional

based upon or arising out of:

- (a) any settlement made by the INSURED and a DESIGN PROFESSIONAL without the Company's prior written consent; or
- (b) attorneys' fees or other charges and expenses incurred by an INSURED in connection with any INSURED's CLAIM against a DESIGN PROFESSIONAL, including but not limited to charges and expenses for any related investigation, adjustment or appeal; or
- (c) any judgment or sum awarded against a DESIGN PROFESSIONAL by default, or by reason of that DESIGN PROFESSIONAL's failure or refusal to appear, plead, or defend itself or indemnify the INSURED.

Subpart (c) of this exclusion does not apply if the INSURED and the Company agree on the LOSS the INSURED would have been legally entitled to recover had there been no such default, failure, or refusal.

3. Communicable Diseases

based upon or arising out of any exposure to infected humans or animals, or contact with bodily fluids of infected humans or animals.

4. Contractual Liability

based upon or arising from the INSURED's assumption, under any contract or agreement, of the liability of another. This exclusion does not apply to:

- (a) liability the INSURED would have had in the absence of the contract or agreement; or
- (b) solely with regard to Coverage B, to liability for LOSS or CLEAN-UP COSTS assumed in a written contract that was signed by the INSURED and the INSURED's client prior to the date the POLLUTION CONDITION first commenced, but only if such liability arises directly from a POLLUTION CONDITION arising from CONTRACTING SERVICES or COMPLETED OPERATIONS and does not arise from the sole negligence of the client.

5. Criminal Fines, Penalties and Assessments

based upon or arising out of any criminal fine, criminal penalty, or criminal assessment.

6. Discrimination

based upon or arising out of discrimination by any INSURED on the basis of age, creed, disability, marital status, national origin, race, sex, sexual orientation, or any other unlawful or illegal basis. This exclusion does not apply to a CLAIM under Coverage A.1. alleging that the INSURED's provision of, or failure to provide, PROFESSIONAL SERVICES resulted in the failure to make a reasonable accommodation under the Americans With Disabilities Act, or amendments thereto.

7. Employer's Liability/Workers' Compensation

based upon or arising out of:

(a) BODILY INJURY to any INSURED, or any employee of its parent, subsidiary or affiliate:

(i) arising out of and incurred in the course of employment by such INSURED or its parent or subsidiary or affiliate; or

(ii) who is performing duties related to the conduct of the INSURED's business; or

(b) BODILY INJURY or pecuniary loss to the spouse, child, parent, brother or sister of such INSURED or employee of its parent, subsidiary or affiliate, as a consequence of Item (a) above.

This exclusion applies whether an INSURED may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay another who must pay damages as a result of the BODILY INJURY or pecuniary loss. However, this exclusion does not apply to liability for LOSS assumed by the INSURED in a written contract that was signed by the INSURED and the INSURED's client prior to the date the POLLUTION CONDITION first commenced, provided that the LOSS is only due to a POLLUTION CONDITION arising from CONTRACTING SERVICES and does not arise from the sole negligence of the client.

8. Hostile Acts

based upon or arising out of any consequence, whether direct or indirect, of declared or undeclared war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, or in defending against any one or more of those.

9. Insured vs. Insured

based upon or arising out of any CLAIM by one INSURED against any other INSURED.

This exclusion does not apply to a CLAIM:

(a) made by a person or organization that is an INSURED only by reason of subparagraph 6. of the Definition of INSURED; or

(b) that arises out of an indemnification given by one INSURED to another INSURED as specified in a contract that was submitted to and approved by the Company and added to this Policy by endorsement.

10. Insured's Property

based upon or arising out of damage to:

(a) real or personal property owned by, leased by, operated by, or loaned to an INSURED; or

(b) personal property in the care, custody, or control of an INSURED,

even if such damage is incurred to avoid or mitigate LOSS or CLEAN-UP COSTS which may be covered under this Policy.

This exclusion does not apply to:

(i) REPLACEMENT COSTS;

(ii) damage to property owned, leased or operated by, or in the care, custody or control of, a person or organization that is an INSURED only by reason of subparagraph 6. of the Definition of INSURED; or

(iii) damage to real property rented or leased by the INSURED during the course of performing CONTRACTING SERVICES, but only if such real property is utilized in direct support of such CONTRACTING SERVICES.

11. Intentional Acts

based upon or arising out of:

- (a) a POLLUTION CONDITION that results from any RESPONSIBLE PERSON's intentional disregard of, or deliberate, willful, or dishonest non-compliance with, any statute, regulation, ordinance, administrative complaint, notice letter, or instruction issued by or on behalf of any governmental agency or representative; or
- (b) any dishonest, criminal, fraudulent, intentional misrepresentation, knowingly wrongful conduct, or negligent misrepresentation, on the part of, or at the direction of, any INSURED, in the performance of, or failure to perform, PROFESSIONAL SERVICES.

12. Known Conditions

based upon or arising out of any POLLUTION CONDITION, or out of any actual or alleged act, error or omission in PROFESSIONAL SERVICES, that was known by, or reported to, any RESPONSIBLE PERSON and not specifically reported, in writing, to the Company prior to:

- (a) the beginning of the POLICY PERIOD; or
- (b) the effective date of any endorsement issued by the Company adding to this Policy any:
 - (i) COVERED LOCATION not scheduled onto this Policy as of the first day of the POLICY PERIOD; or
 - (ii) CONTRACTING SERVICES not covered by this Policy as of the first day of the POLICY PERIOD; or
 - (iii) PROFESSIONAL SERVICES not covered by this Policy as of the first day of the POLICY PERIOD.

Any such POLLUTION CONDITION, or actual or alleged act, error or omission in PROFESSIONAL SERVICES, specifically reported, in writing, to the Company, which is not otherwise excluded under this Policy by endorsement, is deemed to be first discovered on the date the COVERED LOCATION, CONTRACTING SERVICES or PROFESSIONAL SERVICES, as applicable, were added to this Policy.

13. Lead-Based Paint

based upon or arising out of lead-based paint in, on, or applied to, any building or other structure.

This exclusion does not apply to:

- (a) Coverages A.1., A.2., A.3., B, D, E; or
- (b) with respect to Coverage C, lead-based paint in soil or in any watercourse or body of water including groundwater.

14. Material Change in Use

based upon or arising out of a change in the use of, or operations at, a COVERED LOCATION from the use or operations as of the date the COVERED LOCATION became insured by this Policy, if that change materially increases the likelihood or severity of a POLLUTION CONDITION or CLAIM.

15. Naturally Occurring Material(s)

based upon or arising out of the existence, required removal, or abatement, of any naturally occurring material(s).

This exclusion does not apply:

- (a) where such substances are present at, or migrate from, a JOB SITE due to CONTRACTING SERVICES;
- (b) where such substances are present at a COVERED LOCATION only because of human activities or processes;
- (c) to silt and sediment that migrate from a JOB SITE because of CONTRACTING SERVICES;

(d) to MOLD MATTER; or

(e) to LOSS and related LEGAL EXPENSE because of radon.

16. New Pollution Conditions at Divested Property

based upon or arising out of a POLLUTION CONDITION on, at, under or migrating from a COVERED LOCATION, if the discharge, dispersal, release, seepage, migration or escape of those POLLUTANTS associated with such POLLUTION CONDITION first commenced after such COVERED LOCATION is sold, given away, or abandoned by the INSURED, or condemned.

17. Other Businesses

based upon or arising out of any INSURED's status, duties, or involvement as an officer, director, partner, member, participant, stockholder, employer or employee of any business or organization that is not stated in the Declarations or otherwise designated as or added to this Policy as an INSURED.

18. Prior Claims

based upon or arising out of any CLAIM reported under any insurance policy that was both: (i) in effect before the beginning of the POLICY PERIOD; and (ii) issued by an entity other than the Company.

19. Products Liability

based upon or arising out of goods or products:

- (a) designed, manufactured, sold, handled, distributed, altered or repaired by the INSURED or by others trading under the INSURED's name, or by any DESIGN PROFESSIONAL, including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or
- (b) fabricated or installed by the INSURED or by any DESIGN PROFESSIONAL, unless a POLLUTION CONDITION arises from the fabrication or installation of such goods or products as part of CONTRACTING SERVICES.

This exclusion does not apply to such goods or products while they remain within the legal boundaries of a COVERED LOCATION.

20. Property Held for Others

based upon or arising out of damage to personal property that is warehoused or stored for a fee, by any person, organization or entity that is not an INSURED, in or about any building or structure at a COVERED LOCATION. This exclusion does not apply to REPLACEMENT COSTS.

21. Retroactive Date

based upon or arising out of:

- (a) any POLLUTION CONDITION that first commenced prior to the Retroactive Date set forth in the Declarations or as otherwise applicable, including any further dispersal, migration or movement of that POLLUTION CONDITION on or after that date; or
- (b) an actual or alleged act, error or omission in PROFESSIONAL SERVICES that first commenced prior to the Retroactive Date set forth in the Declarations or as otherwise applicable, including any continuous or related actual or alleged act(s), error(s) or omission(s) on or after that date.

22. Related Entities and/or Individuals

based upon or arising out of a CLAIM made by any person or entity:

- (a) that wholly or partially owns an INSURED;
- (b) in which an INSURED owns an interest in excess of twenty percent (20%);
- (c) that is managed, operated or otherwise controlled by an INSURED; or
- (d) in which an INSURED is a principal, officer or director.

23. Surety, Insurance or Bonding

based upon or arising out of obtaining, requiring, acquiring, or maintaining any form of surety, insurance or bond, or any failure to do any of those.

24. Underground Storage Tank(s)

based upon or arising out of the existence of any UNDERGROUND STORAGE TANK at a COVERED LOCATION. This exclusion does not apply to an UNDERGROUND STORAGE TANK:

- (a) that is either closed, abandoned in place, or removed, in accordance with all applicable federal, state, or provincial regulations, prior to the inception date of this Policy; or
- (b) that is endorsed to this Policy in the Underground Storage Tank Schedule, if any; or
- (c) the existence of which is unknown by each and every RESPONSIBLE PERSON as of the inception date of this Policy.

25. Vehicles

based upon or arising out of the ownership, maintenance, use, operation, loading or unloading of any AUTOMOBILE, aircraft, watercraft, rolling stock or any other form of transportation, including any cargo carried thereby, beyond the legal boundaries of a JOB SITE or a COVERED LOCATION. This exclusion does not apply to Coverage E.

26. Wage and Wage Related Payments

based upon or arising out of the actual or alleged failure to pay, afford, or cause to be paid or afforded, to any person or entity, in whole or in part, any wages, earnings, compensation, merit pay, overtime pay, commissions, benefits or other remuneration, including but not limited to any such wages or benefits actually or allegedly due under any contract or pursuant to the Fair Labor Standards Act, the Davis-Bacon and Related Acts, Service Contract Act, Contract Work Hours and Safety Standards Act, Family Medical Leave Act, or any jurisdiction's prevailing wage act, labor laws or similar statutes.

27. Warranties

based upon or arising out of any:

- (a) express warranty or guarantee; or
- (b) cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates being exceeded.

Subpart (a) of this exclusion does not apply to a warranty or guarantee by the INSURED that its CONTRACTING SERVICES or PROFESSIONAL SERVICES conform to generally accepted standards.

SECTION V. EXTENDED REPORTING PERIOD

The provisions of Section V. apply to any and all coverage provided by this Policy, or by any endorsement issued by the Company, that applies on a Claims Made and Reported basis. This Section V. does not apply to Coverage A.2.

A. Automatic Extended Reporting Period

In the event of the termination of this insurance before the expiration date shown in Item 2. of the Declarations, the INSURED shall be entitled to a ninety (90) day Automatic Extended Reporting Period for no additional premium. The Automatic Extended Reporting Period will only apply to:

1. a CLAIM first made against the INSURED during the POLICY PERIOD and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination. Any such CLAIM will be deemed to have been made on the last day of the POLICY PERIOD, provided the CLAIM is otherwise covered by this Policy;
2. a CLAIM first made by the INSURED against a DESIGN PROFESSIONAL during the POLICY PERIOD and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination. Any such CLAIM will be deemed to have been made on the last day of the POLICY PERIOD, provided the CLAIM is otherwise covered by this Policy; and

3. a CLAIM first made: (a) against the INSURED; or (b) by the INSURED against the DESIGN PROFESSIONAL and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination. Any such CLAIM will be deemed to have been made on the last day of the POLICY PERIOD, provided the CLAIM arises from:
 - (i) a POLLUTION CONDITION that is first discovered and reported to the Company, in writing, prior to such termination, and otherwise covered by this Policy; or
 - (ii) an actual or alleged act, error or omission in PROFESSIONAL SERVICES performed prior to the end of the POLICY PERIOD, and that is otherwise covered by this Policy.

The Automatic Extended Reporting Period does not apply where: (1) the Policy is terminated for fraud or non-payment of premium; or (2) the INSURED has purchased other insurance to replace the insurance provided under this Policy.

For the purposes of Section V.A. – Automatic Extended Reporting Period, under this Policy:

1. either cancellation or non-renewal shall be deemed to be a termination of this insurance; and
2. in the event of non-renewal, the expiration date shown in the Declarations shall be deemed the effective date of the termination.

B. Optional Extended Reporting Period

The FIRST NAMED INSURED shall be entitled to purchase an Optional Extended Reporting Period upon cancellation or non-renewal of the Policy, subject to the following terms and conditions:

The FIRST NAMED INSURED shall be entitled to purchase an Optional Extended Reporting Period upon payment of an additional premium of not more than 100% of the full Policy Premium.

The Optional Extended Reporting Period shall be effective for three (3) consecutive three-hundred and sixty-five (365) day periods commencing immediately following the effective date of cancellation or non-renewal. The FIRST NAMED INSURED must elect to purchase this Optional Extended Reporting Period, in writing, not later than thirty (30) days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation. The Automatic Extended Reporting Period of ninety (90) days will be merged into this Optional Extended Reporting and is not in addition to it.

The Optional Extended Reporting Period will only apply to each CLAIM:

1. first made against the INSURED during the Optional Extended Reporting Period; or
2. by the INSURED against the DESIGN PROFESSIONAL,

but only by reason of:

- (i) a POLLUTION CONDITION that is first discovered and reported to the Company, in writing, during the POLICY PERIOD and otherwise covered by this Policy; or
- (ii) an actual or alleged act, error or omission in PROFESSIONAL SERVICES performed prior to the end of the POLICY PERIOD, and that is otherwise covered by this Policy.

The Optional Extended Reporting Period does not apply where: (1) the Policy is terminated for fraud or non-payment of premium; or (2) the INSURED has purchased other insurance to replace the insurance provided under this Policy.

For the purposes of Section V.B. – Optional Extended Reporting Period under this Policy:

1. either cancellation or non-renewal shall be deemed to be a termination of this insurance; and
2. in the event of non-renewal, the expiration date shown in the Declarations shall be deemed the effective date of the termination.

It is a condition precedent to the operation of the rights granted under Section V.B. that payment of the appropriate premium shall be made not later than thirty (30) days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation.

For purposes of Section V., the Company's quotation of different Limits of Liability, Self-Insured Retentions, terms or conditions shall not be construed as either a termination of, or a decision not to renew, this Policy.

SECTION VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION

- A.** The Limits of Liability and Self-Insured Retention shown in the Declarations and the rules below fix the most the Company will pay regardless of the number of INSUREDs, COVERED LOCATIONS, CONTRACTING SERVICES, PROFESSIONAL SERVICES, POLLUTION CONDITIONS, CLAIMs made, or persons or organizations making a CLAIM.
- B.** For purposes of this Policy: (1) the same or related POLLUTION CONDITIONS at any one JOB SITE, or at any one COVERED LOCATION, shall be deemed a single POLLUTION CONDITION; and (2) all of a group or series of related or connected actual or alleged acts, errors and omissions in PROFESSIONAL SERVICES shall be deemed a single actual or alleged act, error or omission in PROFESSIONAL SERVICES.
- C.** This Policy will pay covered LOSS, CLEAN-UP COSTS, MITIGATION COSTS, LEGAL EXPENSE or any other coverages afforded under this Policy or any endorsements attached hereto only: (1) in excess of the applicable Self-Insured Retention Amount set forth in the Declarations; and (2) subject to the applicable Limit of Liability stated in the Declarations and the other terms and conditions of this Policy.

However, if a CLAIM is made against the INSURED by an entity with whom the INSURED has, prior to such CLAIM, entered into a written contract that requires a Self-Insured Retention that is less than the Self-Insured Retention Amount specified in the Declarations of this Policy, then the Self-Insured Retention applicable to such CLAIM shall be such lesser amount (hereinafter referred to as "the lesser Self-Insured Retention"). Under all such circumstances, the INSURED hereby agrees to promptly reimburse the Company for the difference between the lesser Self-Insured Retention amount specified on the evidence of insurance document and the Self-Insured Retention Amount specified in the Declarations to the extent the Company pays an amount on behalf of the INSURED in excess of the lesser Self-Insured Retention.

The Company's obligation to indemnify the INSURED for LOSS under Coverage A.3. of this Policy is subject to the applicable Limit of Liability stated in the Declarations and the other terms and conditions of this Policy. The Company's obligation to indemnify the INSURED for LOSS under Coverage A.3. does not begin until full payment of the REQUIRED INSURANCE has been made by the carrier issuing such coverage and the INSURED has paid the applicable Self-Insured Retention. However, if the full REQUIRED INSURANCE is not available due to the prior reduction or exhaustion of its limits of liability, then the Company's obligation to indemnify the INSURED shall attach in excess of any remaining REQUIRED INSURANCE. If the REQUIRED INSURANCE is not available because the policy was cancelled, for any reason, then the Company's obligation to indemnify the INSURED shall attach only in excess of the amount of REQUIRED INSURANCE set forth in the Declarations.

- D.** The Self-Insured Retention Amount is to be borne by the INSURED and is not to be insured unless the Company has expressed its prior consent, in writing, to the FIRST NAMED INSURED. If the same or related POLLUTION CONDITIONS or any one actual or alleged act, error or omission, or out of any one group or series of related or connected actual or alleged acts, errors and omissions, in PROFESSIONAL SERVICES, could result in coverage under more than one coverage section for which a limit is stated in the Declarations, or under any other coverage afforded under this Policy, only the single highest Self-Insured Retention amongst such applicable coverages shall apply to that POLLUTION CONDITION or actual or alleged act, error or omission in PROFESSIONAL SERVICES, as applicable.

The Company agrees that actual payments made to the DESIGN PROFESSIONAL by the carrier issuing the REQUIRED INSURANCE will erode the Self Insured-Retention Amount due under Coverage A.3. of this Policy, but only if such payments were made because of the same actual or alleged act, error or omission in PROFESSIONAL SERVICES performed by the DESIGN PROFESSIONAL for which coverage is afforded to an INSURED under this Policy.

If, as a result of MEDIATION, a CLAIM is successfully resolved, and the Self-Insured Retention Amount applicable to such CLAIM is \$25,000 or greater, such Self-Insured Retention Amount will be reduced by 50%, subject to a maximum reduction of \$25,000. This reduced Self-Insured Retention Amount will only apply to the resolved CLAIM.

- E. Subject to Items H. and I. below, the Each POLLUTION CONDITION Limit set forth in the Declarations is the most the Company will pay for the sum of all LOSS, CLEAN-UP COSTS, and LEGAL EXPENSE under each coverage section stated in the Declarations, or under any other coverages afforded under this Policy, arising out of the same or related POLLUTION CONDITIONS.
- F. Subject to Items H. and I. below, the Each Act, Error or Omission Limit set forth in the Declarations is the most the Company will pay for the sum of all LOSS and LEGAL EXPENSE under Coverages A.1. or A.3. arising out of any one actual or alleged act, error or omission, or out of any one group or series of related or connected actual or alleged acts, errors and omissions, in PROFESSIONAL SERVICES.

If any one actual or alleged act, error or omission, or any one group or series of related or connected actual or alleged acts, errors or omissions, in PROFESSIONAL SERVICES results in a CLAIM or LOSS under both Coverages A.1. and A.3., it shall be considered a single CLAIM or LOSS and shall be subject to one Each Act, Error or Omission Limit and one Self-Insured Retention. Only the single highest Self-Insured Retention amongst Coverages A.1. and A.3. shall apply to that actual or alleged act, error or omission in PROFESSIONAL SERVICES. In no event will the Company pay LOSS under both Coverages A.1. and A.3. that the Company deems, in its sole judgment, to be duplicative in nature.

- G. Subject to Items H. and I. below, the Each Act, Error or Omission Limit stated in the Declarations is the most the Company will pay for all MITIGATION COSTS under Coverage A.2. arising out of any one actual act, error or omission, or out of any one group or series of related or connected actual acts, errors and omissions, in PROFESSIONAL SERVICES.

Further, in the event there is a CLAIM made against the INSURED under Coverage A.1.:

- (a) that arises out of the same or related PROFESSIONAL SERVICES for which the INSURED has previously undertaken corrective measures in accordance with Coverage A.2.; and
- (b) for which coverage is thereafter afforded under Coverage A.1. of this Policy,

then the INSURED's Self-Insured Retention obligation for such CLAIM shall be reduced to the extent of costs paid by the INSURED pursuant to its Self-Insured Retention obligation for Coverage A.2.

- H. Subject to Item I. below, the Coverage Section Aggregate Limit set forth in the Declarations is the most the Company will pay for the sum of all LOSS, CLEAN-UP COSTS, MITIGATION COSTS and LEGAL EXPENSE under each coverage section stated in the Declarations, or under any other coverages afforded under this Policy.
- I. The Company's total liability for the sum of all LOSS, CLEAN-UP COSTS, MITIGATION COSTS, LEGAL EXPENSE and any other coverage afforded under this Policy, shall not exceed the Policy Aggregate Limit of Liability as stated in the Declarations.
- J. With regard to Coverages afforded under this Policy:
 1. on a claims-made and reported basis, any LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverages afforded under this Policy or any endorsements attached hereto, incurred and reported to the Company, in writing, over more than one policy period, and resulting from the same or related POLLUTION CONDITIONS, shall be considered a single POLLUTION CONDITION. The associated LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverage afforded under this Policy or any endorsements attached thereto will be subject to the same Limit of Liability and Self-Insured Retention Amount(s) as indicated in the Policy in effect at the time the POLLUTION CONDITION was first reported to the Company, in writing.
 2. on an occurrence basis, progressive, indivisible BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE that occurs over more than one policy period and results from the same or related POLLUTION CONDITIONS, shall be considered to have occurred only in the policy period in which the first exposure to the POLLUTION CONDITION takes place. If the date of that first exposure: (i) is prior to the beginning of the Policy Period of the first policy issued to the INSURED by the Company that contains coverage that is the same or substantially similar to that contained in Coverages afforded under this Policy on an occurrence basis; or (ii) cannot be determined, then such progressive, indivisible BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE shall be considered to have occurred only on the first day of the Policy Period of the first policy issued to that INSURED by the Company that contains coverage that is the same or substantially similar to that contained in Coverages afforded under this Policy on an occurrence basis.

- K. Any LOSS, CLEAN-UP COSTS, MITIGATION COSTS, LEGAL EXPENSE or any other coverages afforded under this Policy, incurred and reported to the Company, in writing, over more than one POLICY PERIOD, and resulting from the same or related POLLUTION CONDITION, or out of any one group or series of related or connected actual or alleged acts, errors and omissions in PROFESSIONAL SERVICES, shall be considered a single POLLUTION CONDITION or a single actual or alleged act, error or omission in PROFESSIONAL SERVICES, respectively. The LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverage afforded under this Policy will be subject to the same Limit of Liability and Self-Insured Retention Amount(s) in effect at the time the POLLUTION CONDITION, or actual or alleged act, error or omission in PROFESSIONAL SERVICES, as applicable, was first reported to the Company, in writing.
- L. The Limits of Liability set forth in Item 3. of the Declarations are inclusive of LEGAL EXPENSE. An additional Limit for LEGAL EXPENSE will apply to all Coverages. However, this additional Limit is:
 1. subject to the Self-Insured Retention set forth in Item 3. of the Declarations;
 2. exclusively for LEGAL EXPENSE; and
 3. limited to the lesser of: (a) 100% of the applicable Limits of Liability set forth in Item 3. of the Declarations; or (b) \$5,000,000.

In the event a CLAIM is made against the INSURED for LOSS or CLEAN-UP COSTS, or a POLLUTION CONDITION is first discovered that results in LOSS or CLEAN-UP COSTS, the additional Limit for LEGAL EXPENSE will be applied first. After the additional Limit for LEGAL EXPENSE has been fully eroded, any other covered LEGAL EXPENSE will erode the applicable Limits of Liability shown in Item 3. of the Declarations.

Furthermore, the Policy Aggregate Limit of Liability set forth in Item 4. of the Declarations shall be increased by the lesser of 100% or \$5,000,000. However, this increase to the Policy Aggregate Limit of Liability will only be available for the payment of LEGAL EXPENSE.

SECTION VII. REPORTING, DEFENSE, SETTLEMENT AND COOPERATION

- A. As a condition precedent to the coverage hereunder, in the event a CLAIM is made against an INSURED for LOSS or CLEAN-UP COSTS, or a POLLUTION CONDITION is first discovered that results in a LOSS or CLEAN-UP COSTS, written or oral notice containing particulars sufficient to identify the INSURED and all reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the INSURED to the Company or any of its authorized agents as soon as practicable. In the event of oral notice, the INSURED agrees to furnish a written report as soon as practicable. The INSURED shall also forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED's representative as soon as practicable.

As a condition precedent to the coverage hereunder, in the event a CLAIM is made by the INSURED against the DESIGN PROFESSIONAL for any loss or damage which may be covered under this Policy, notice of such CLAIM shall be given by or for the INSURED to the Company or any of its authorized agents as soon thereafter as practicable.

- B. No costs, charges or expenses shall be incurred, nor payments made, obligations assumed or remediation commenced, without the Company's consent which shall not be unreasonably withheld. This provision does not apply to:
 1. EMERGENCY RESPONSE COSTS. But only if the INSURED: (i) reports, in writing, the applicable POLLUTION CONDITION to the Company and solicits the Company's assistance in responding to such POLLUTION CONDITION no later than seven (7) days after the applicable emergency first commences; (ii) immediately provides to the Company, upon request, all information available to the INSURED related to such EMERGENCY RESPONSE COSTS, including but not limited to: a description of the actions taken, reports, sampling results, correspondence and invoices; and (iii) fully complies with terms of Section VII of this Policy.

The Company has no duty to pay EMERGENCY RESPONSE COSTS incurred more than seven (7) days after the applicable emergency first commences unless such EMERGENCY RESPONSE COSTS are consented to by the Company prior to being incurred by the INSURED; and

2. Public Relations Expenses - The reasonable and necessary costs and fees incurred by the FIRST NAMED INSURED (up to a maximum of \$250,000 and subject to a Self-Insured Retention of \$10,000 for each POLLUTION CONDITION) for the hiring of a public relations firm to minimize potential harm to the FIRST NAMED INSURED and to maintain and restore public confidence in the FIRST NAMED INSURED, including amounts for printing, advertising, and mailing of materials, and travel expenses by the FIRST NAMED INSURED's directors, officers, employees or agents or by employees of the public relations firm, but only if:

(a) such costs and fees arise directly from a POLLUTION CONDITION:

- (i) that arises from covered CONTRACTING SERVICES;
- (ii) that first commences at a JOB SITE during the POLICY PERIOD; and
- (iii) for which coverage is not otherwise excluded under this Policy; and

(b) in the good-faith, reasonable opinion of the FIRST NAMED INSURED such POLLUTION CONDITION:

- (i) poses an imminent, significant, and material health risk to the public or will result in imminent, significant, and material property damage to the JOB SITE; and
- (ii) will result in significant and material adverse publicity to the FIRST NAMED INSURED.

Subject to: (a) the Company's pre-approval; (b) the Self-Insured Retention and maximum amount indicated above; and (c) the Company's agreement that both conditions 2(a) and (b) above have been fully satisfied, the Company may also consider paying other related reasonable and necessary expenses that are: (i) incurred by any person or entity that is not an INSURED, except for contractor or subcontractor engaged by the FIRST NAMED INSURED or otherwise performing covered CONTRACTING SERVICES; and (ii) not otherwise covered as EMERGENCY RESPONSE COSTS, including: psychological counseling, temporary living expenses, travel costs, and expenses to secure areas impacted by the POLLUTION CONDITION. Notwithstanding Section VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION, Item G., the costs and fees indicated in Item 2. above, as well as the other related expenses indicated in this paragraph, will not erode the applicable Limits of Liability.

It is a condition precedent to coverage for all costs and fees outlined in Item 2. above that the FIRST NAMED INSURED notify the Company of the POLLUTION CONDITION associated with such costs and fees no later than forty-eight (48) hours after the FIRST NAMED INSURED first becomes aware of such POLLUTION CONDITION.

The payment of costs and fees outlined above by the Company will not be determinative of the Company's obligations under this Policy, nor will it create any inference with regard to the Company's duty to defend or duty to indemnify any INSURED with regard to any CLAIM or POLLUTION CONDITION.

Under no circumstances will the Company pay for the hiring of a public relations firm to minimize the potential harm to, or to restore public confidence in, any contractor or subcontractor engaged by the FIRST NAMED INSURED or otherwise performing covered CONTRACTING SERVICES.

C. The Company shall have the right to designate legal counsel for the investigation, adjustment and defense of any CLAIM. The Company shall consult with the INSURED in conjunction with the selection of counsel. The Company has the right and duty to defend an INSURED against any CLAIM for LOSS or for CLEAN-UP COSTS. However, the Company will have no duty to defend the INSURED for LOSS or for CLEAN-UP COSTS to which this Policy does not apply.

Until the REQUIRED INSURANCE has been exhausted or determined by the DESIGN PROFESSIONAL's insurer to be unavailable due to an enforceable exclusion, the Company shall have the right, but not the duty, to participate with the INSURED and the DESIGN PROFESSIONAL in the investigation, settlement or defense of any claim, suit, or legal, equitable, administrative, or other proceeding that may involve this Policy or affect any of the Company's rights. The Company shall be given the opportunity to exercise any such right to participate completely and effectively. The INSURED shall do nothing to prejudice such right. If the Company exercises such right, it shall do so at its own expense. With regard to a CLAIM made by the INSURED against the DESIGN PROFESSIONAL, the Company may require that the INSURED's counsel in such matter meet certain minimum qualifications and maintain adequate errors and omissions insurance.

Under no circumstances will the Company either defend any DESIGN PROFESSIONAL or incur any expense associated with any DESIGN PROFESSIONAL's defense, including but not limited to any attorneys' fees or other charges or expenses incurred by or on behalf of the DESIGN PROFESSIONAL or its counsel in the investigation, adjustment, defense, or settlement of any CLAIM.

- D. Once the applicable Limit of Liability has been exhausted, the Company shall not be obligated to defend or continue to defend any CLAIM or pay for any LOSS, CLEAN-UP COSTS or any other coverage afforded under this Policy.
- E. The Company may, where allowable by law, appoint one counsel to defend all of the INSUREDs under this Policy on a joint defense basis.
- F. In the event that the INSURED is entitled by law to select independent counsel (Cumis Counsel) to defend the INSURED at the Company's expense, that counsel's fees and all other litigation expenses charged to or paid by the Company shall be limited to the same rates that the Company would pay to counsel selected by the Company to defend a similar CLAIM in the location where the CLAIM arose or is being defended. The Company may require that such counsel meet certain minimum qualifications and maintain adequate errors and omissions insurance. The INSURED agrees that such counsel will timely respond to the Company's request for information.
- G. The INSURED shall not admit liability or settle any CLAIM without the Company's consent. If the Company recommends a monetary settlement of a CLAIM acceptable to a claimant:
 - 1. for an amount within the Self-Insured Retention Amount and the INSURED refuses such settlement, the Company shall not be liable for any LOSS, CLEAN-UP COSTS, LEGAL EXPENSE, or any other coverage afforded under this Policy or any endorsements attached hereto, in excess of the Self-Insured Retention Amount; or
 - 2. for a total amount in excess of the Self-Insured Retention Amount and within the applicable Limits of Liability and the INSURED refuses such settlement, the Company's liability for LOSS, CLEAN-UP COSTS, LEGAL EXPENSE, or any other coverage afforded under this Policy, shall be limited to that portion of the sum of: (a) the recommended settlement; and (b) the costs, charges and expenses already incurred as of the date of the INSURED's refusal, which exceeds the Self-Insured Retention Amount and is within the Limit of Liability.
- H. All INSUREDs shall cooperate with the Company and, upon the Company's request, shall submit to examination by a representative of the Company, under oath, and shall attend hearings, depositions, and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the investigation and defense, all without charge to the Company. All INSUREDs shall further cooperate with the Company and do whatever is necessary to secure and enforce any rights of indemnity, contribution or apportionment which the INSURED may have.
- I. If, during the POLICY PERIOD, the INSURED first becomes aware of an actual or alleged act, error or omission in PROFESSIONAL SERVICES that first commenced on or after the Retroactive Date set forth in the Declarations, which the INSURED reasonably believes may result in a CLAIM (herein referred to as a "Circumstance"), then the INSURED may provide written notice to the Company, during the POLICY PERIOD, containing all of the information stated below. Any such Circumstance that subsequently becomes a CLAIM made against the INSURED and reported to the Company, in writing, shall be considered to have been first made and reported during the POLICY PERIOD and shall be subject to all of the terms and conditions of this Policy. It is a condition precedent to the coverage under this provision that such written notice to the Company of a Circumstance contain all of the following information:
 - 1. details of the actual or alleged act, error or omission in PROFESSIONAL SERVICES, including the specific PROFESSIONAL SERVICES involved; and
 - 2. the injury or damage that has taken place or may result; and
 - 3. the date the actual or alleged act, error or omission in PROFESSIONAL SERVICES took place; and
 - 4. the identity of the INSURED(s) who may be the subject of any subsequent CLAIM; and
 - 5. the likely location of any subsequent CLAIM; and

- 6. the names and addresses of all known potential witnesses and claimants; and
- 7. details of how the INSURED became aware of the Circumstance.

The Company shall determine, in its sole discretion, whether an INSURED's written notice adequately supplies the information described in items 1. through 7. and satisfies the condition precedent. This provision I. applies only to Coverage A.1.

SECTION VIII. TRANSFER OF LEGAL DEFENSE DUTIES

- A. If the Company believes that any of the applicable Limits of Liability stated in the Declarations has been or soon will be exhausted in defending a CLAIM, or that the Company has paid out or will soon pay out the Policy Aggregate Limit of Liability stated in the Declarations, the Company will so notify the FIRST NAMED INSURED, in writing, as soon as possible. The Company will advise that its duty to defend any CLAIM seeking damages subject to those limits has terminated, subject to payment of the limits, and that it will no longer handle the defense of any CLAIM for which notice is given after the date it sends out such notice. The Company will take prompt and appropriate steps to transfer control of any existing defense prior to exhaustion of the limits to the FIRST NAMED INSURED.
- B. The Company will take appropriate steps necessary to defend the CLAIM during the transfer of the defense and avoid any unfavorable legal action provided that the INSURED cooperates in the transfer of the duties of the defense.
- C. The Company's failure to comply with any of the provisions of Section VIII. shall in no way obligate the Company to defend or continue to defend any CLAIM, or to pay any LOSS, CLEAN-UP COSTS or other sum covered under this Policy, after exhaustion of an applicable Limit of Liability.

SECTION IX. CONDITIONS

- A. **ACTION AGAINST COMPANY** - No action brought by an organization or entity, other than an INSURED, shall lie against the Company unless, as a condition precedent thereto, the INSURED has fully complied with all of the terms of this Policy and, the amount of the INSURED's obligation to pay shall have been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person, organization, entity, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED's liability, nor shall the Company be impleaded by the INSURED or its legal representative.

- B. **ASSIGNMENT** - This Policy shall be void as to the assignee or transferee, if assigned or transferred without written consent of the Company.
- C. **BANKRUPTCY** - Bankruptcy or insolvency of the INSURED or of the INSURED's estate shall not relieve the Company of any of its obligations hereunder.
- D. **CANCELLATION** - This Policy may be cancelled by the FIRST NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing, delivering, emailing, or faxing to the Company written notice stating when thereafter the cancellation shall be effective. In the event of cancellation by the FIRST NAMED INSURED, the return premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium percentage stated in the Declarations. If a CLAIM is made, a POLLUTION CONDITION is discovered or coverage is otherwise afforded under this Policy, then the premium shall be considered fully earned by the Company and the INSURED is not entitled to a return premium upon cancellation.

However, the Company, upon written request of the FIRST NAMED INSURED, may waive or modify this fully earned premium provision provided that:

- 1. the INSURED withdraws the notification to the Company of such CLAIM or discovery of such POLLUTION CONDITION with prejudice;
- 2. the INSURED executes a written release in favor of the Company with regard to such CLAIM or discovery of such

POLLUTION CONDITION; and

3. the INSURED agrees, in writing, not to report any future CLAIM with regard to the same or related POLLUTION CONDITION, or act, error or omission in PROFESSIONAL SERVICES, to the Company during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

This Policy may be cancelled by the Company by mailing, delivering, emailing, or faxing to the FIRST NAMED INSURED at the address shown in the Declarations, written notice stating when not less than ninety (90) days (ten (10) days for non-payment of premium) thereafter such cancellation shall be effective. However, if the Policy is to be cancelled for non-payment of premium, and the total unpaid premium is received by the Company prior to the effective date of cancellation set forth in the notice, the Policy will not be cancelled. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

This Policy may be cancelled by the Company for the following reasons: (1) Non-payment of premium, or (2) Fraud or material misrepresentation on the part of the INSURED, such as can be proven in a court of law.

- E. **CHANGES** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy. The terms of this Policy cannot be waived or changed, except by an endorsement issued by the Company to form a part of this Policy.
- F. **CHOICE OF LAW** - All matters arising hereunder, including questions related to the validity, interpretation, performance and enforcement of this Policy, shall be determined in accordance with the law and practice of the State of New York (not including New York's choice of law rules).
- G. **CONSENT** - Where the consent of the Company or the INSURED is required under this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.
- H. **DECLARATIONS AND REPRESENTATIONS** - By acceptance of this Policy, the INSURED agrees that the statements contained in the Declarations, the application and any other supplemental materials and information submitted in connection with the application or any amendments to the Policy during the POLICY PERIOD are the INSURED's declarations and representations, that they shall be deemed material, that this Policy is issued in reliance upon the truth of such declarations and representations and that this Policy embodies all agreements existing between the INSURED and the Company or any of its agents relating to this insurance.
- I. **HEADINGS** - The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.
- J. **INSPECTION AND AUDIT** - The Company shall be permitted, but not obligated, to inspect and monitor on a continuing basis the INSURED's property or operations and any JOB SITE and COVERED LOCATION, at any time. Neither the Company's right to make inspections and monitor, nor the actual undertaking thereof, nor any report thereon, shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Access for the inspection and audit will be coordinated through the broker or agent of the FIRST NAMED INSURED.
- K. **JURISDICTION AND VENUE** - It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company and the INSURED will submit to the jurisdiction of the State of New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's right to remove an action to a United States District Court.
- L. **MINIMUM EARNED PREMIUM** - Upon cancellation of this Policy, earned premium will be calculated using the appropriate pro-rata or short-rate method as outlined in Section IX. CONDITIONS, Item D. CANCELLATION. The amount of premium earned under this Policy will be the greater of:
 1. the calculated pro-rata or short rate premium; or

2. the Minimum Earned Premium percentage set forth in Item 11. of the Declarations.

- M. MITIGATION PLAN** - It is a condition precedent to any coverage being afforded under Coverage A.1. of this Policy for any CLAIM because of an act, error or omission in PROFESSIONAL SERVICES for which the Company has previously afforded coverage to an INSURED under Coverage A.2., that the INSURED fully implement the written plan for correcting the purported act, error or omission as approved by the Company.
- N. OTHER INSURANCE** - Subject to Section VI. Limit of Liability and Self-Insured Retention, this insurance shall apply only in excess of the sum of the Self-Insured Retention amount stated in the Declarations and the applicable limits of any other valid and collectible insurance available to the INSURED, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the applicable Limits of Liability of this Policy.
- O. SEVERABILITY** - Except with respect to the Limits of Liability, Self-Insured Retention, Exclusion 10. ("Insured vs. Insured") and any rights and duties assigned in this Policy to the FIRST NAMED INSURED, this insurance applies as if each INSURED were the only INSURED and separately to each INSURED against whom a CLAIM is made. Any misrepresentation, act or omission that is in violation of a term, duty or condition under this Policy by one INSURED shall not by itself affect coverage for another INSURED under this Policy. This Condition O. shall not apply to an INSURED who is a parent, subsidiary or affiliate of the INSURED which committed the misrepresentation, act or omission referenced above.
- P. SOLE AGENT** - The FIRST NAMED INSURED stated in the Declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided under Section V., EXTENDED REPORTING PERIOD.
- Q. SUBROGATION** - If the INSURED has rights to recover, from another person or organization, all or any part of a payment the Company makes under this Policy, those rights are transferred to the Company. The INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights. Any monies recovered as a result of subrogation proceedings shall accrue first to the INSURED to the extent of any payments it made in excess of the limits of liability, then to the Company to the extent of its payment under the Policy, and then to the INSURED to the extent of its payment of the self-insured retention. Expenses incurred in such subrogation proceedings shall be apportioned amongst the INSURED and Company in the proportion that each interested party's share in the recovery bears to the total recovery.

However, the Company specifically waives any rights of recovery against any person or organization as required in a written contract that was fully executed prior to the commencement of the applicable CONTRACTING SERVICES or PROFESSIONAL SERVICES.

Policy Numer: PCM F369180 00

PCM Manus Ed. 02 19
Page 1 of 1

Endorsement No. 10

This endorsement, effective 12:01 a.m., 8/31/2025, forms a part of Policy No: <<policy number>> issued to Burling Builders, Inc By Great American E&S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE FOR THE INSURED'S CLIENT –
COVERAGE B ONLY**

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND CONTRACTING SERVICES ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

The last paragraph of Section II. DEFINITIONS, Item Q. INSURED, is deleted in its entirety and replaced with the following:

Notwithstanding Section IX. CONDITIONS, Item N. OTHER INSURANCE, and only when required by such written contract, the coverage afforded under this Policy for any person or entity who is an INSURED solely by reason of subparagraph 6.A. of the Definition of INSURED will apply as primary and non-contributory as to any other valid and collectible insurance available to such INSURED.

All other terms and conditions remain the same.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-B5084373-25-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 8 -31-2025

Bond No. 108438896

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Burling Builders, Inc.
44 W. 60th Street
Chicago, IL 60621

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Mailing Address for Notices

1411 Opus Place, Suite 450
Downers Grove, IL 60515

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: April 28, 2026

Amount: \$ 8,179,620.00 -Eight Million One Hundred Seventy Nine Thousand Six Hundred Twenty Dollars and 00/100-

Description:

(Name and location) Design Build Services - Contract No. PS3092
City Colleges of Chicago School of Nursing Expansion at Kennedy King College

BOND

Date: April 29, 2026

(Not earlier than Construction Contract Date)

Amount: \$ 8,179,620.00 -Eight Million One Hundred Seventy Nine Thousand Six Hundred Twenty Dollars and 00/100-

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Burling Builders, Inc.

Signature: _____

Name and Title: John Agiezas, EVP

SURETY

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: _____

Name and Title: James I. Moore
Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

HUB International Midwest Limited
1411 Opus Place, Ste. 450
Downers Grove, IL 60515
630-468-5600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY


Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **James I. Moore** of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

City of Hartford ss.

By: 
 Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this April 29, 2026




 Kevin E. Hughes, Assistant Secretary

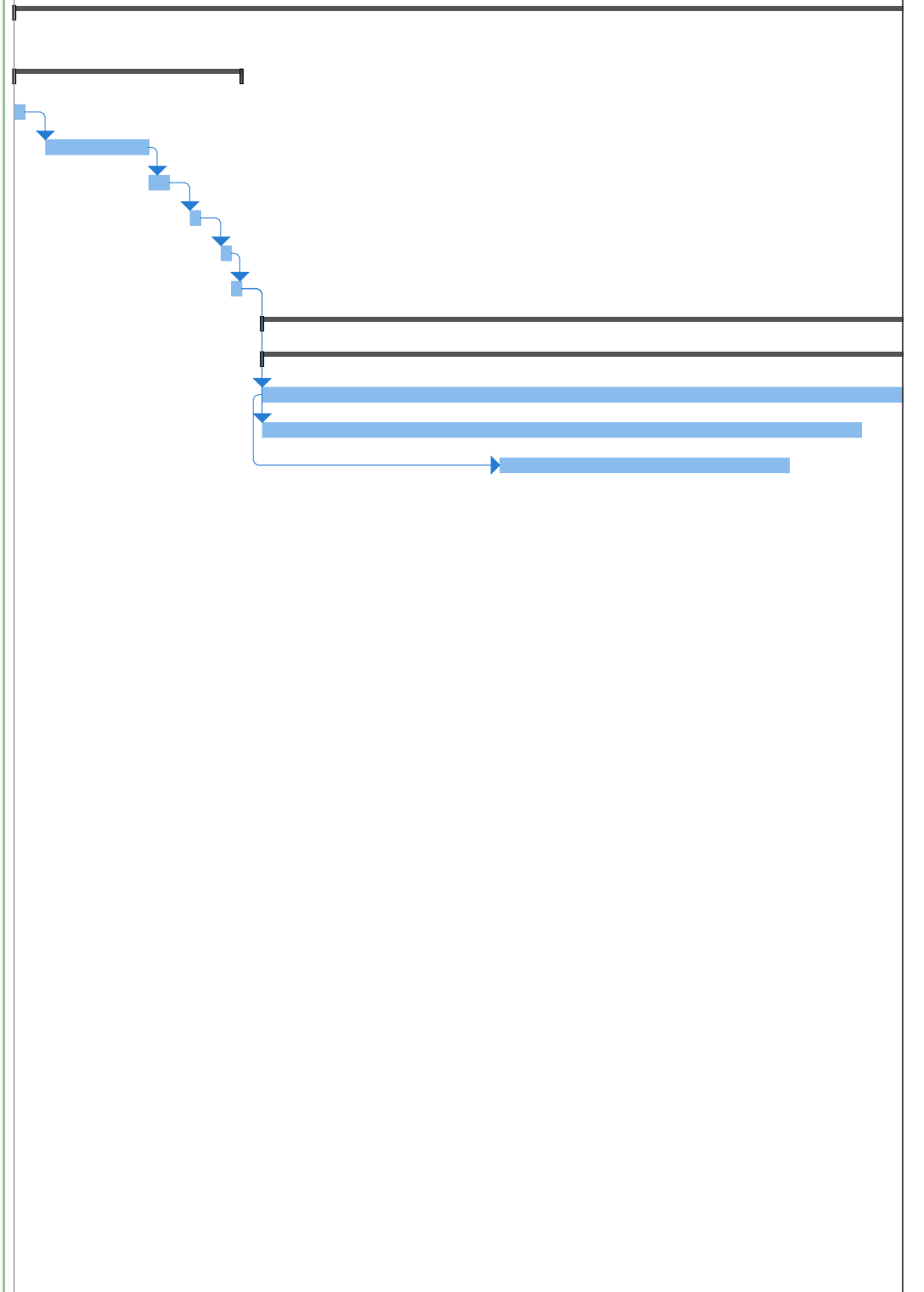
To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

EXHIBIT #6

Design Build Schedule

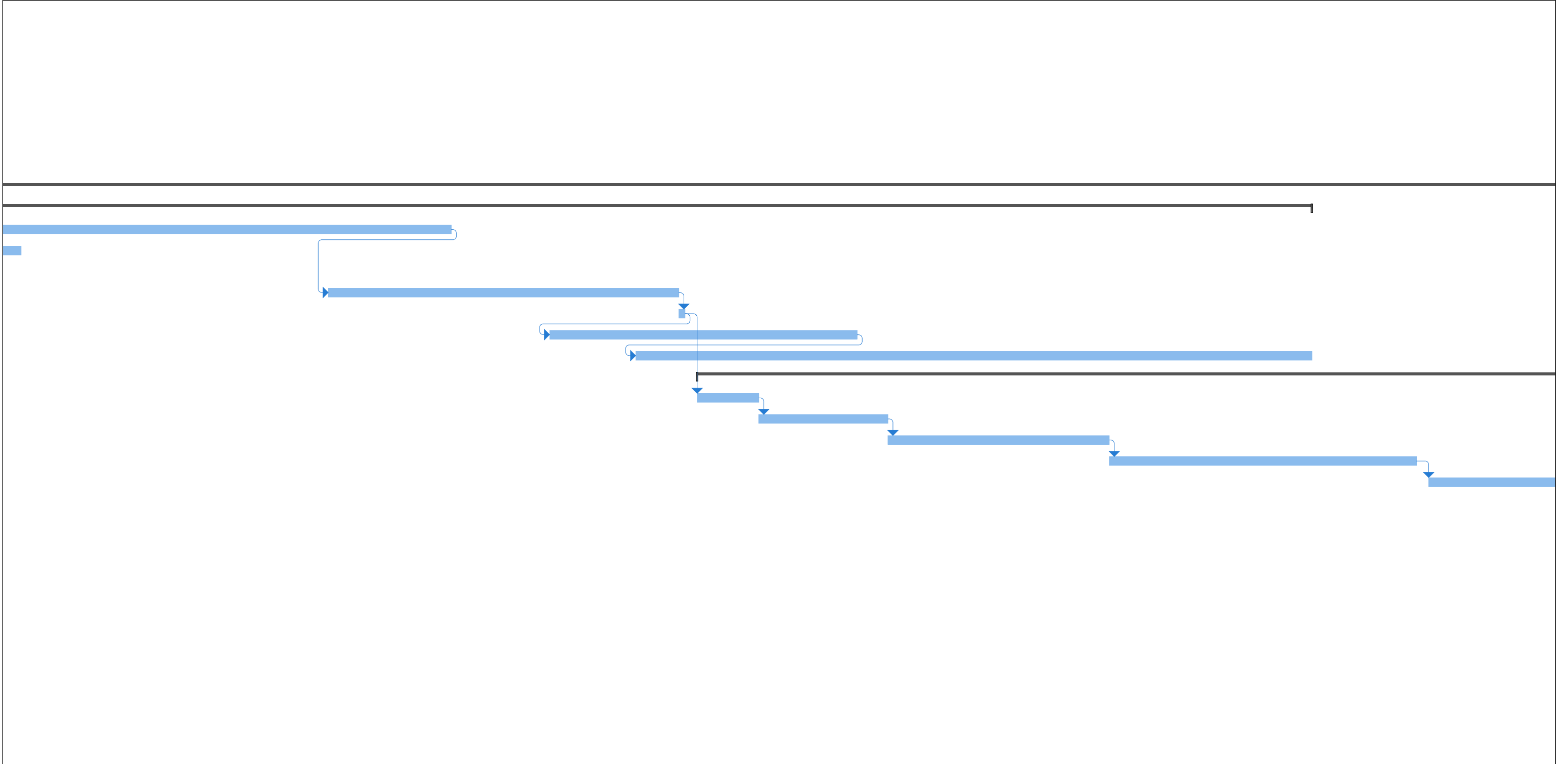
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ID	Task Mode	Task Name	Duration	Start	Finish	November				December				January			February		
						11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26	2/2
1		Burling JGMA JV - Bid Schedule - Nursing Expansion Kennedy-King College	393 days	Fri 11/22/24	Mon 6/8/26														
2		Submission & Procurement	15 days	Fri 11/22/24	Fri 12/13/24														
3		RFP Submission	1 day	Fri 11/22/24	Fri 11/22/24														
4		RFP Review	7 days	Mon 11/25/24	Wed 12/4/24														
5		Interviews	2 days	Thu 12/5/24	Fri 12/6/24														
6		RFP Award	1 day	Mon 12/9/24	Mon 12/9/24														
7		Recommendation to PBC Board	1 day	Thu 12/12/24	Thu 12/12/24														
8		Notice to Proceed	1 day	Fri 12/13/24	Fri 12/13/24														
9		Nursing Expansion @ Kennedy-King College	378 days	Mon 12/16/24	Mon 6/8/26														
10		Design and Preconstruction	187 days	Mon 12/16/24	Tue 9/9/25														
11		Design Development	90 days	Mon 12/16/24	Tue 4/22/25														
12		Stakeholder Engagement	40 days	Mon 12/16/24	Tue 2/11/25														
13		Budget Process	20 days	Wed 1/8/25	Tue 2/4/25														
14		Permitting Process	40 days	Thu 4/3/25	Thu 5/29/25														
15		Permit Issued	1 day	Fri 5/30/25	Fri 5/30/25														
16		Submittal Process	35 days	Fri 5/9/25	Fri 6/27/25														
17		Long Lead Items	75 days	Fri 5/23/25	Tue 9/9/25														
18		Construction	261 days	Mon 6/2/25	Mon 6/8/26														
19		Abatement	8 days	Mon 6/2/25	Wed 6/11/25														
20		Interior Demolition	15 days	Thu 6/12/25	Wed 7/2/25														
21		Interior Framing	25 days	Thu 7/3/25	Thu 8/7/25														
22		MEPFP Rough-in	35 days	Fri 8/8/25	Fri 9/26/25														
23		HVAC Upgrade to Existing Library	20 days	Mon 9/29/25	Fri 10/24/25														
24		City Inspection	5 days	Mon 10/27/25	Fri 10/31/25														
25		Drywall	40 days	Mon 11/3/25	Tue 12/30/25														
26		Frames, Doors & Hardware	15 days	Wed 12/31/25	Wed 1/21/26														
27		Paint	20 days	Thu 1/22/26	Wed 2/18/26														
28		Flooring/Tile	30 days	Thu 2/19/26	Wed 4/1/26														
29		Millwork	25 days	Thu 4/2/26	Wed 5/6/26														
30		FFE	15 days	Thu 5/7/26	Wed 5/27/26														
31		Burling JGMA JV Punch-list Walk & Cure	15 days	Thu 4/30/26	Wed 5/20/26														
32		City Final Inspections/C of O	5 days	Thu 5/7/26	Wed 5/13/26														
33		Substantial Completion	1 day	Thu 5/14/26	Thu 5/14/26														
34		Owner Punch-list Walk	3 days	Thu 5/21/26	Mon 5/25/26														
35		Owner Punch-list Cure	9 days	Tue 5/26/26	Fri 6/5/26														
36		Project Completion	1 day	Mon 6/8/26	Mon 6/8/26														



Project: Nursing Expansion at Kennedy King College
Date: Thu 11/21/24

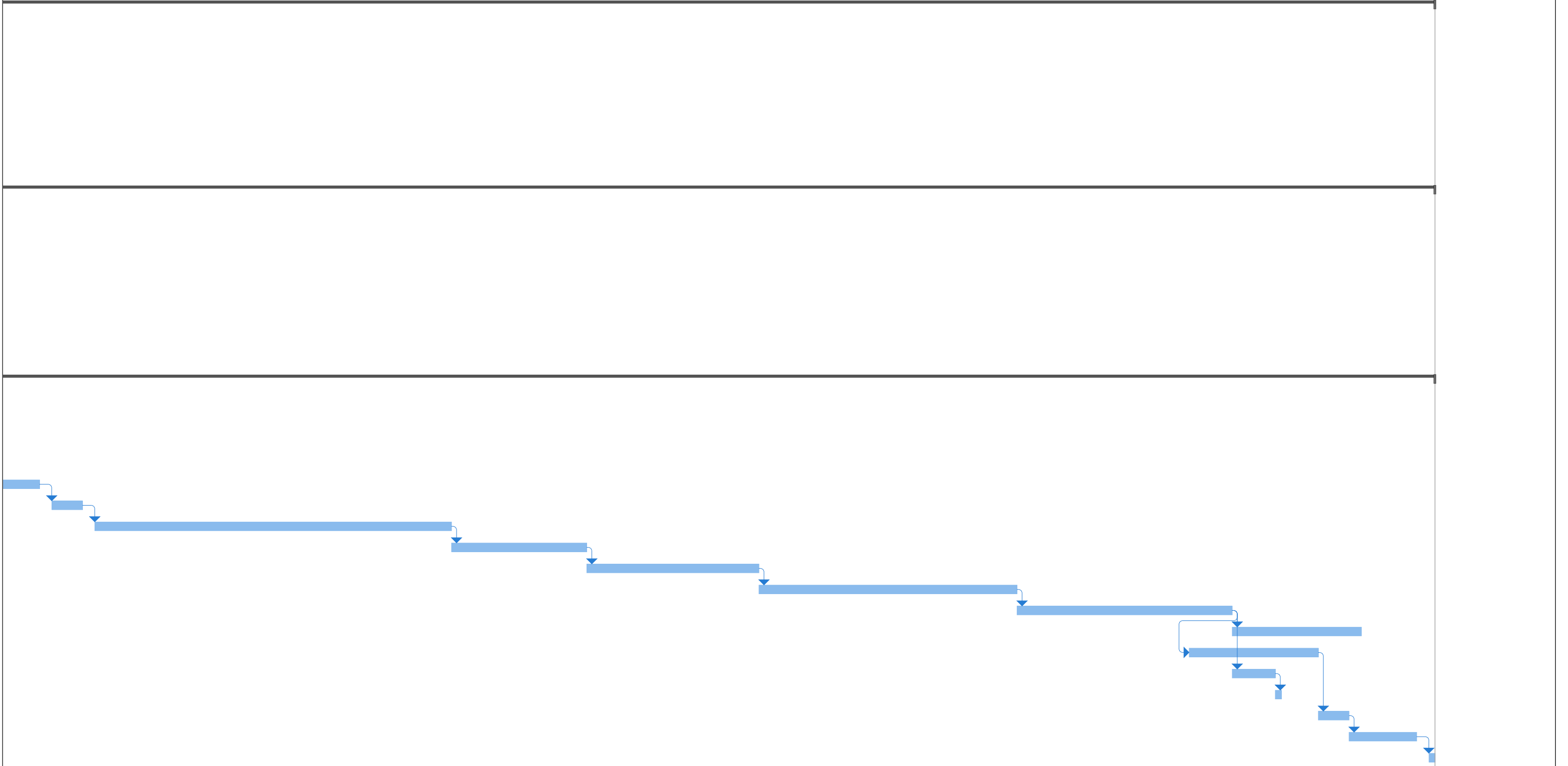
Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



Project: Nursing Expansion at Kennedy King College
Date: Thu 11/21/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

10/19 | 10/26 | November | 11/2 | 11/9 | 11/16 | 11/23 | December | 11/30 | 12/7 | 12/14 | 12/21 | 12/28 | January | 1/4 | 1/11 | 1/18 | 1/25 | February | 2/1 | 2/8 | 2/15 | 2/22 | March | 3/1 | 3/8 | 3/15 | 3/22 | April | 3/29 | 4/5 | 4/12 | 4/19 | 4/26 | May | 5/3 | 5/10 | 5/17 | 5/24 | June | 5/31 | 6/7 | 6/14 | 6/21



Project: Nursing Expansion at Kennedy King College
Date: Thu 11/21/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT #7

MBE/WBE Preliminary Information

(Reminder of page intentionally left blank)

PRELIMINARY SCHEDULE D

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

Name of Project: _____

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

Title and duly authorized representative of

Name of Professional Service Provider whose address is

in the City of _____, State of _____

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

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

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

SCHEDULE D

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

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

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

BY:

Name of Contractor (Print)



Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ____ WBE ____ Non-MBE/WBE ____



January 21, 2025

Juan Moreno, President
Moreno Architects Ltd.
223 West Ohio
Chicago, IL 60654

Annual Certification Renewal: January 21, 2026

Dear Mr. Moreno:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by Cook County Government. This certification does not expire; however, you must re-validate your firm's certification annually.

In the past, we have provided annual letters, this practice will no longer continue given that your firm will remain certified indefinitely based on your compliance to programmatic requirements. Please refer to this letter, the Vendor Directory, and your account dashboard for evidence of certification.

As a condition of continued Certification, you must file a No Change Affidavit within **ninety (90) calendar days prior** to the date of the annual renewal. Failure to file this affidavit may result in the removal of your Certification. You must notify Cook County's Office of the Chief Procurement Officer of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, fails to submit annual renewals, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

This firm is Certified under the following commodity codes/area(s) of specialty:

NAICS Code:

NAICS 541310: ARCHITECTS OFFICE

NAICS 541310: ARCHITECTURAL SERVICES

NAICS 541310: BUILDING ARCHITECTURAL DESIGN SERVICES

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

Certification Division



CITY OF CHICAGO

OCT 27 2020 DEPARTMENT OF PROCUREMENT SERVICES

Deon Lucas and Brian Hudson
Beehyve, L3C
7914 S. Green Street
Chicago, Illinois 60620

Dear Mr. Lucas and Mr. Hudson:

We are pleased to inform you that **Beehyve, L3C** is certified as a **Minority-Owned Business Enterprise (“MBE”)** by the City of Chicago (“City”). This **MBE** certification is valid until **10/15/2025**; however, your firm’s certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City’s certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm’s annual No-Change Affidavit is due by **10/15/2021, 10/15/2022, 10/15/2023 and 10/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm’s five year certification will expire on **10/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **8/15/2025**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm’s eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, “False Claims”, of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm’s certification **within 10 days** of such change; or
- File your recertification within the required time period.

DMO

EXHIBIT #8

Schedule B – Joint Venture Affidavit and Joint Venture Agreement

NOT APPLICABLE

(Reminder of page intentionally left blank)

EXHIBIT #9

EEO and Workforce Requirements

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DESIGN-BUILDER EEO AND WORKFORCE REQUIREMENTS

A. EEO Workforce Requirements Purpose Statement

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established Equal Employment Opportunity (EEO) workforce requirements for this Project.

Design-Builder shall reference the prescribed formula below to inform the amount of participation the Design-Builder achieves; this formula will also inform the amount of damages the Design-Builder will be assessed at the end of the Project, for failing to meet these EEO and Workforce requirements. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Design-Builder to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

1. EEO and Workforce Calculations

Line 1.	TOTAL of the Design Phase Services and Cost of the Work of the GMP Project Cost Proposal Cost Form	<u>AS PER</u> <u>GMP</u>
Line 2.	Percentage of the total Journeyworkers hours required to be worked by Minority Journeyworkers during construction of the project.	<u>50%</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	_____
Line 4.	Percentage of total Apprentice hours required to be worked by Minority Apprentices during construction of the project.	<u>50%</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	_____
Line 6.	Percentage of the total Laborer hours required to be worked by Minority Laborers during construction of the project.	<u>60%</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	_____
Line 8.	Percentage of total Journeyworker hours required to be worked by Female Journeyworkers during the construction of the project.	<u>2%</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	_____
Line 10.	Percentage of total Apprentice hours required to be worked by Female Apprentices during construction of the project.	<u>1%</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	_____
Line 12.	Percentage of the total Laborer hours required to be worked by Female Laborers during construction of the project.	<u>2%</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	_____

DESIGN-BUILDER

EEO AND WORKFORCE REQUIREMENTS

2. City of Chicago Resident Employment

The specific City of Chicago Resident Employment Goal for this Project: **50%**
"City of Chicago Residents" means persons domiciled within the City of Chicago. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

3. Community Hiring Bounces

The specific Community Resident Employment Goal for this Project: **7.5%**
(See EXHIBIT 10 Community Area Map) "Community Hiring Resident" means persons domiciled within the "Community Area Map" as defined in Agreement.

Bonuses: In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- a. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers, all hours worked by minority and women Journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices, all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

4. Reporting

In accordance with this commitment, the Design-Builder must submit certified payroll in our electronic system and provide information for the Design-Builder's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Design Builder's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

5. Liquidated Damages

The Design-Builder hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments on Lines 2, 4, 6, 8, 10, and 12 of the EEO and Workforce Calculations covering minority and female journeyworkers, apprentices, and laborers respectively, the following shall apply.

DESIGN-BUILDER EEO AND WORKFORCE REQUIREMENTS

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the EEO and Workforce Calculations equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Design-Builder and the GMP modified accordingly:

- a. For each full one (1%) percent deficiency of minority journeymen not utilized – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 04}{100}$$

Each one (1%) percent deficiency toward the goal for female journeymen (Line 8) shall be calculated in the same way.

- b. For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 03}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 01}{100}$$

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

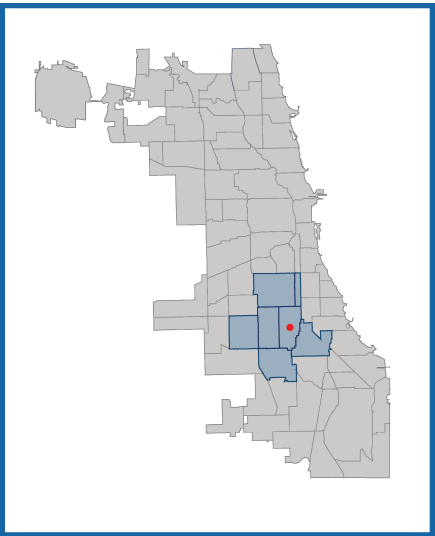
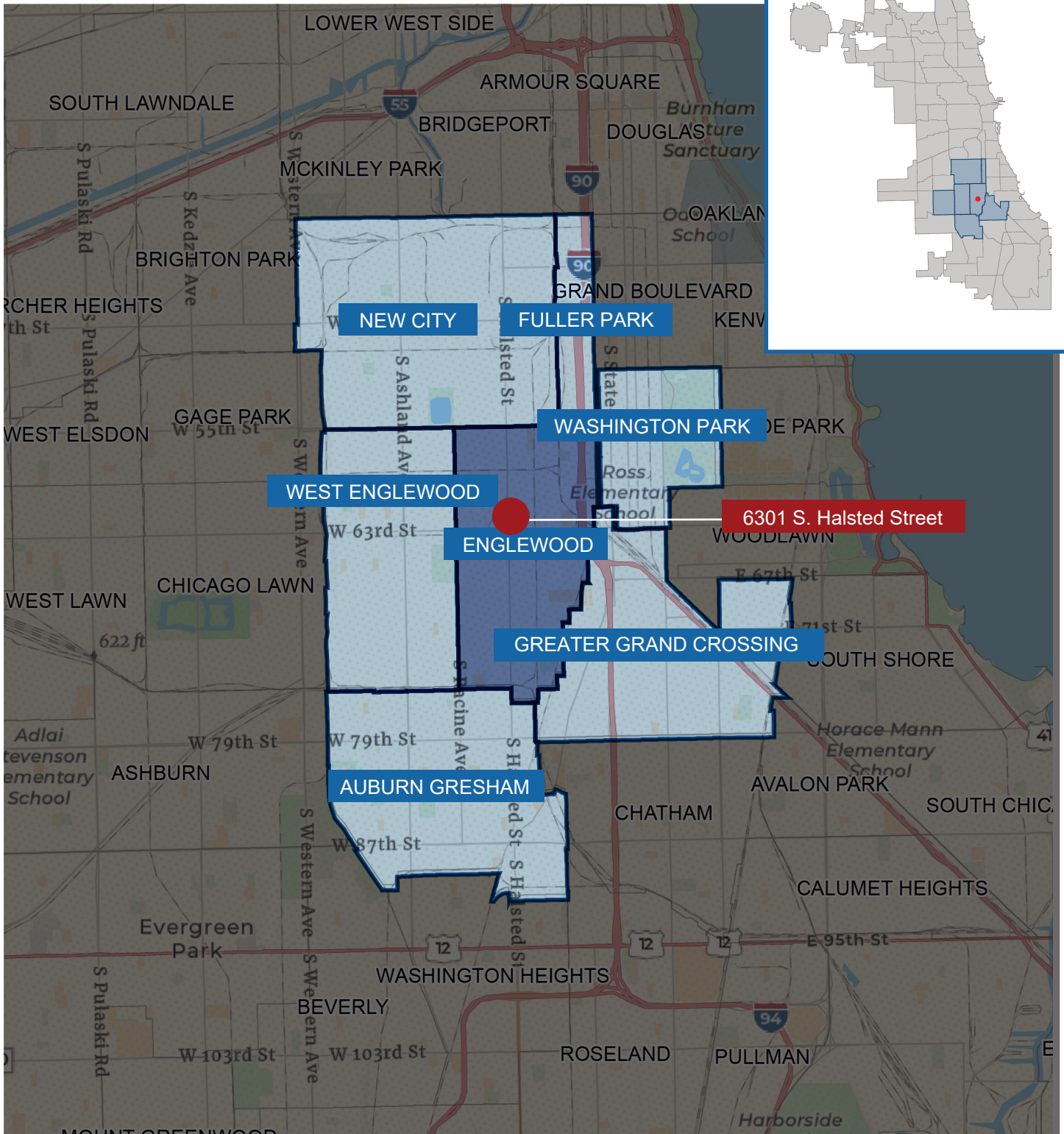
d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order or revised GMP for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Design-Builder, then Design-Builder must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

EXHIBIT #10

Community Area Map

(Reminder of page intentionally left blank)



CCC School of Nursing Expansion at Kennedy-King College

- Project location
- Project Area
- Community Areas

EXHIBIT #11

Legal Actions

(Reminder of page intentionally left blank)

FORM G – LEGAL ACTIONS

LEGAL ACTIONS: If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered. Incomplete supplemental information may deem your response non-responsive.

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

EXHIBIT #12

Disclosure Affidavit

(Reminder of page intentionally left blank)

FORM C – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned John Girzadas, as Executive Vice President
Name Title

and on behalf of Burling Builders, Inc.
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Burling Builders, Inc.		
Address:	44 W 60 Street		
City/State/Zip:	Chicago, IL 60621		
Telephone:	773-241-6802	Facsimile:	N/A
FEIN:	36-3065373	SSN:	
Email:	jgizardas@burlingbuilders.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

FORM C – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:		
Telephone:		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Elzie Higginbottom	President & CEO	
John Girzadas	Executive Vice President	
Joe Targett	V.P. of Operations	
Kim Walker	V.P. of Finance	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
Elzie Higginbottom	44 W 60 Street Chicago, IL 60621	90 %
John Girzadas	44 W 60 Street Chicago, IL 60621	10 %
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p><i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i></p>		

FORM C – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
<i>If the answer is no, please complete the following two sections.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

FORM C – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

FORM C – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

FORM C – DISCLOSURE AFFIDAVIT

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

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

FORM C – DISCLOSURE AFFIDAVIT

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

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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



Signature of Authorized Officer

John Girzadas

Name of Authorized Officer (Print or Type)

Executive Vice President

Title

312.907.7894

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 22 day of November, 2024 by

EARNEST DEVINE (Name) as PROJECT ACCOUNTANT (Title) of

Burling Builders, Inc. (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



SCHEDULE D

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

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

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

BY:

Name of Contractor (Print)



Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ____ WBE ____ Non-MBE/WBE ____

EXHIBIT #13

Disclosure of Retained Parties

(Reminder of page intentionally left blank)

FORM D – DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that 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 any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: RFP for Design-Build Services for the CCC School of Nursing Expansion at Kennedy-King College
 - a. Description of goods or services to be provided under Contract
Design Build Services
2. Name of Contractor: Burling Builders, Inc.
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
Check here if no such persons have been retained or are anticipated to be retained: N/A

Retained Parties:

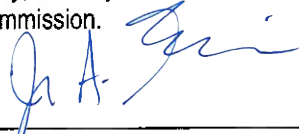
Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
N/A			

FORM D – DISCLOSURE OF RETAINED PARTIES

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

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

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



Signature

11/22/2024

Date

Joe Targett

Name (Type or Print)

Executive Vice President

Title

Subscribed and sworn to before me
this 22ND day of NOVEMBER, 2024 (SEAL)



Notary Public

Commission expires:



EXHIBIT #14

Licenses and Certifications

(Reminder of page intentionally left blank)

City of Chicago
Department of Buildings
General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

BURLING BUILDERS, INC
44 W 60TH ST
2ND FLOOR
CHICAGO IL 60621

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04405

CERTIFICATE NUMBER : GC04405-21

FEE: \$ 2000


DATE ISSUED: 05/07/2024

DATE EXPIRES: 05/07/2025

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.


Brandon Johnson
Mayor


Marlene Hopkins
Commissioner



Illinois Commission on Equity and Inclusion
Nina Harris, Chairperson
Alexandria Wilson, Acting Executive Director
115 South LaSalle Street, Suite 4N, Chicago, IL 60603

09/11/2024
Burling Builders, Inc.
44 w. 60th Street
Chicago, Illinois, 60621

Re: FastTrack Certification

Dear Elzie Higginbottom,

Congratulations! After reviewing your information, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise within the Business Enterprise Program for minorities, women, and persons with disabilities (BEP). The Commission on Equity and Inclusion (CEI) was created to maximize supplier diversity, equity, and inclusion by ensuring access to contracting opportunities. CEI develops procedures and initiatives that make procurement processes inclusive, fair, and equitable while providing support, education, and mentorship. CEI established the FastTrack Certification to ensure the seamless activation of a reciprocal certification and reduce duplicative red tape.

FastTrack Partners

Chicago Minority Supplier Development Council
Mid-States Minority Supplier Development Council
Women's Business Development Center

The FastTrack Certification allows vendors certified by one of the FastTrack partner organizations to apply for BEP certification, which has several benefits. Businesses certified through FastTrack will be listed in CEI's certified vendor directory, ensuring visibility amongst State procurement professionals and potential prime vendors. The BEP certification is recognized by various municipalities and organizations, aligning with their supplier diversity initiatives. Best of all, certification is free!

Host Agency: Chicago Minority Supplier Development Council

Certification Type: Minority Business Enterprise

Certification Date: 09/10/2024

Certification Expiration Date: 08/31/2025

Certification Renewal Date: 08/31/2025

The FastTrack Certification term will mirror the FastTrack partner's certification term. Please note that renewing your host agency's certification does not automatically renew your BEP certification. To renew your FastTrack Certification, you must complete the FastTrack Certification process again by submitting the

THIS CERTIFIES THAT

Burling Builders, Inc.



* Nationally certified by the: **CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 236115; 236116; 236118; 236210; 236220

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

08/26/2024

Issued Date

CH02304

Certificate Number

08/31/2025

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire".

Ying McGuire
NMSDC CEO and President

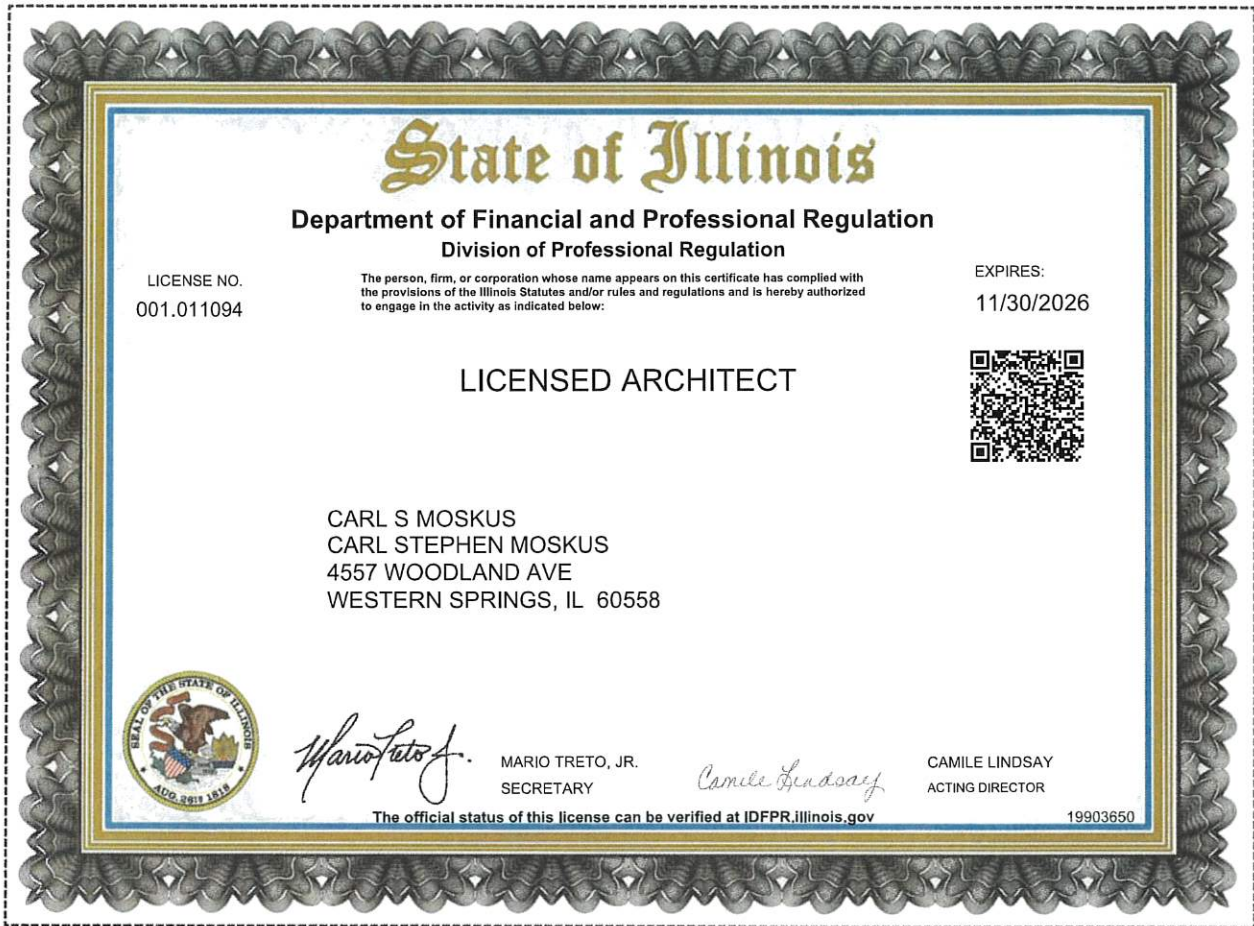
A handwritten signature in black ink, appearing to read "Debra Jennings-Johnson".

Debra Jennings-Johnson President / CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.


* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



Cut on Dotted Line 

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 886305



Cut on Dotted Line 



CALIFORNIA ARCHITECTS BOARD

LICENSING DETAILS FOR: C 28524

NAME: MORENO, JUAN G

LICENSE TYPE: ARCHITECT

LICENSE STATUS: CURRENT 

ADDRESS

2917 N RICHMOND STREET
CHICAGO IL 60618
OUT OF STATE COUNTY

[MAP](#)

ISSUANCE DATE

APRIL 3, 2001

EXPIRATION DATE

APRIL 30, 2025

CURRENT DATE / TIME

JUNE 21, 2023
9:15:48 AM

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
001.024721

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
11/30/2024

LICENSED ARCHITECT



DARYA MINOSYANTS STEFANOVIC



MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

The official status of this license can be verified at [IDFPR.illinois.gov](https://idfpr.illinois.gov)

17379307

RFP Response

Presented By



BEEHYYVE



BEEHYYVE

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
184.007969-0001
001.017264

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
04/30/2023

DESIGN FIRM - ARCHITECT



BEEHYYVE L3C
7914 S GREEN ST
CHICAGO, IL 60620-2555



MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

15690241

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
001.022846

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
11/30/2022

LICENSED ARCHITECT



DEON PERKINS LUCAS
7914 S GREEN ST
CHICAGO, IL 60620-2555



DEBORAH HAGAN
SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

15153492

EXHIBIT #15

Fee Wavier

(Reminder of page intentionally left blank)



City of Chicago



O2023-1047

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 2/1/2023

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Fee exemptions, no-fee permit(s) and associated fee waivers for all applications filed by Chicago Building Commission or its contractors for associated buildings, facilities and projects used for public or governmental purposes with quarterly reporting of waivers to Office of Budget and Management

Committee(s) Assignment: Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

February 1, 2023

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Executive Director of the Public Building Commission, I transmit herewith an ordinance authorizing building and facility-related permit and license fee waivers for the Public Building Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Lori E. Lightfoot". The signature is written in a cursive style with a large, sweeping flourish at the end.

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Pursuant to Section 2-8-065(c)(l) of the Municipal Code of Chicago ("Code"), the appropriate city departments are hereby authorized and directed to waive, in full, all permit fees, license fees, plan review fees, special review fees, approval process fees, and on-site inspection fees, including, but not limited to, building permits, trade permits, administrative permits, special use permits, demolition permits, sprinkler system permits, public way use permits, sewer permits, zoning/planning reviews and approvals, elevator permits and permits for work affecting parkway trees and shrubs, otherwise required to be paid by the Public Building Commission of Chicago ("PBC"), a governmental entity, in connection with the construction, repair, alteration, renovation, rehabilitation, and maintenance of buildings, land, parks, and other facilities owned by the below-named governmental entities and done by the PBC for the below-named governmental-entity clients of the PBC:

- City of Chicago, including all City departments, including but not limited to, Chicago Public Library, Chicago Department of Transportation, Department of Assets, Information, and Services, Department of Planning and Development, Chicago Police Department, and Chicago Fire Department
- Chicago Public Schools
- Chicago Park District
- Chicago Transit Authority
- Chicago Housing Authority
- City Colleges of Chicago

Provided, however, that the fee waivers authorized under this section shall not apply in connection with any monies owed by the City to any third party for any service provided to the City by such third party under the Department of Buildings' developer services program or under any other city program.

Provided further, that the fee waivers authorized under this section shall be used exclusively to carry out the PBC's statutory and corporate purposes in connection with work done by the PBC for the above-named governmental-entity clients of the PBC. As a continued condition to the grant of this waiver, all work requiring the submission of plans shall be done in accordance with departmental requirements, including submission to and approval of the plans by the appropriate city department; obtaining all required permits and licenses; and constructing and maintaining said buildings, land, parks and facilities, and all appurtenances thereto, in compliance with the applicable provisions of the Code and any rules and regulations duly promulgated thereunder.

SECTION 2. The PBC shall submit to the Office of Budget and Management ("OBM"), on a quarterly basis, a written report summarizing the number and type of fee waivers granted to the PBC under Section 1 of this ordinance, and the amount of each fee so waived. Such written report shall be submitted in a manner and form acceptable to OBM.

SECTION 3. This ordinance shall take full force and effect upon its passage and approval; shall be retroactive from January 1, 2020; and shall be in force until December 31, 2025.

EXHIBIT #16
GUARANTEED MAXIMUM PRICE (GMP) FORM

DESIGN-BUILD SERVICES
GUARANTEED MAXIMUM PRICE COST PROPOSAL
PS3092

PROJECT NAME:	City Colleges of Chicago School of Nursing Expansion at Kennedy-King College
CONTRACT NO.:	PS3092
DESIGN-BUILDER:	Burling Builders, Inc.

DESCRIPTION	COST																		
1 General Conditions <div style="text-align: right;">Total General Conditions</div>	<div style="background-color: #d3d3d3; padding: 5px;">\$600,000.00</div>																		
2 Payment and Performance Bond & Insurance <div style="text-align: right;"> Payment and Performance Bond \$90,000.00 Insurance \$80,000.00 Total Bonds and Insurance </div>	<div style="background-color: #d3d3d3; padding: 5px;">\$170,000.00</div>																		
3 Design Phase Services¹: (Including but not limited to services and deliverables associated with the following areas: architecture, engineering, health care specialty services, way-finding, regulatory and entitlements, new FF&E, and associated certifications and permitting as required) <div style="text-align: right;">Total Design Phase Services</div>	<div style="background-color: #d3d3d3; padding: 5px;">\$740,000.00</div>																		
4 Cost of the Work¹: (Cost of Construction, including General Requirements) + Owner Allowances+ Design Builder's Contingency + Commission's Contingency <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Cost of Construction</td> <td style="width: 20%; text-align: right;">\$5,265,000.00</td> <td style="width: 20%;"></td> </tr> <tr> <td>Camera Allowance</td> <td style="text-align: right;">25,000.00</td> <td></td> </tr> <tr> <td>FF&E Allowance <small>(Power/Data Disconnection only of Existing FF&E items, infrastructure and installation only of New FF&E Items)</small></td> <td style="text-align: right;">500,000.00</td> <td></td> </tr> <tr> <td>Design-Builders Contingency</td> <td style="text-align: right;">250,000.00</td> <td></td> </tr> <tr> <td>Commission's Contingency</td> <td style="text-align: right;">250,000.00</td> <td></td> </tr> <tr> <td style="text-align: right;">Total Cost of Work</td> <td></td> <td style="text-align: right; vertical-align: bottom;">\$6,290,000.00</td> </tr> </table>	Cost of Construction	\$5,265,000.00		Camera Allowance	25,000.00		FF&E Allowance <small>(Power/Data Disconnection only of Existing FF&E items, infrastructure and installation only of New FF&E Items)</small>	500,000.00		Design-Builders Contingency	250,000.00		Commission's Contingency	250,000.00		Total Cost of Work		\$6,290,000.00	<div style="background-color: #d3d3d3; padding: 5px;">\$6,290,000.00</div>
Cost of Construction	\$5,265,000.00																		
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Design-Builders Contingency	250,000.00																		
Commission's Contingency	250,000.00																		
Total Cost of Work		\$6,290,000.00																	
5 Design-Builder's Fee <small>(Percentage of the total value of line 3 + 4)</small> <div style="text-align: right;">5.4%</div> <div style="text-align: right;">Total Design-Builder's Fee</div>	<div style="background-color: #d3d3d3; padding: 5px;">\$379,620.00</div>																		
6 The Guaranteed Maximum Price (Value of Lines 1 + 2 + 3 + 4 + 5)²	<div style="background-color: #d3d3d3; padding: 5px;">\$8,179,620.00</div>																		

¹ Indicates values to be included in the MBE/WBE calculation of Line 3 + 4

² Unused portions of all funds will be returned to the Project's budget and ultimately, the City Colleges of Chicago

Joesph R. Targett V. P. of Operations

12/06/2024

Signature

Date