

# PUBLIC BUILDING COMMISSION OF CHICAGO



REQUEST FOR QUALIFICATIONS  
FOR  
DESIGN ARCHITECT  
FOR  
LANDSCAPE & SITE DESIGN SERVICES  
PS 1806

Issued on Monday, April 19, 2010  
RESPONSES ARE DUE ON Wednesday, May 5, 2010

Responses must be submitted in sealed envelope(s) or package(s). The outside of each must clearly indicate the name of your firm and the name of the Submittal.

**SUBMIT ONE (1) ORIGINAL AND SIX (6) COPIES – ( 5 PAPER COPIES, 1 UNBOUND COPY PLUS 1 CD) OF  
THE SUBMITTAL TO**

**TO:**

**Public Building Commission of Chicago**

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

[www.pbcchicago.com](http://www.pbcchicago.com)

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Mayor Richard M. Daley

Chairman

Erin Lavin Cabonargi

Executive Director

## SUBMISSION CHECKLIST

Please review submission and ascertain that all applicable forms are complete and additional required documentation is attached. The submission must be signed by an authorized officer of the firm.

1. \_\_\_\_\_ Transmittal Letter
2. \_\_\_\_\_ Table of Contents
3. \_\_\_\_\_ Executive Summary
4. \_\_\_\_\_ Copy of Joint Venture Agreement (if applicable)
5. \_\_\_\_\_ Project Organization Chart
6. \_\_\_\_\_ Project Example Citations
7. \_\_\_\_\_ Financial Statements
8. \_\_\_\_\_ Quality Assurance/Quality Control Plan
9. \_\_\_\_\_ Copy of each applicable license and resume
10. \_\_\_\_\_ Copy of current MBE/WBE certification letter (if applicable)
11. \_\_\_\_\_ ATTACHMENT A – Legal Actions (Attach additional information as necessary)
12. \_\_\_\_\_ ATTACHMENT B – Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services
13. \_\_\_\_\_ ATTACHMENT C - Insurance (Provide proof of Insurance)
14. \_\_\_\_\_ ATTACHMENT D – Relevant Experience D1.1
15. \_\_\_\_\_ ATTACHMENT E – Form of Agreement
16. \_\_\_\_\_ ATTACHMENT F - Disclosure of Retained Parties
17. \_\_\_\_\_ ATTACHMENT G – Disclosure Affidavit
18. \_\_\_\_\_ Exhibit 1 – Key Team Members Matrix

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## I. KEY INFORMATION ABOUT THIS RFQ

1. **RFQ CONTACT:** The RFQ Contact, identified below, is the sole point of contact regarding the RFQ from the date of issuance until selection of the successful Consultant.

Contract Officer

Gary S. Bell  
Public Building Commission of Chicago  
50 West Washington, Room 200  
Chicago, Illinois 60602  
Direct (312) 744-9287  
Fax (312) 744-3572  
[garybell@cityofchicago.org](mailto:garybell@cityofchicago.org)

2. **RFQ AVAILABILITY:** Hard copies of the Request for Qualifications are available at the Richard J. Daley Center, 50 West Washington Street, Room 200, Chicago, IL 60602, at the Reception Desk. Our office hours are from 9:00 AM to 5:00 PM, Monday through Friday or you may download it online by going to the following link: [www.pbcchicago.com](http://www.pbcchicago.com).

Any addenda that are issued will only be posted to the above listed website link. The Respondent must acknowledge any addenda that are issued in the Transmittal Letter.

**The Commission will not be liable for a Consultant's failure to obtain or download any addenda issued for a Request for Qualifications.**

3. **QUESTIONS:** Please direct all written questions (and requests for American Disabilities Act accommodations) to the RFQ Contact. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the Public Building Commission ("PBC"). We will post the answer in the PBC website, which may be viewed at [www.pbcchicago.com](http://www.pbcchicago.com).

4. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the Public Building Commission reserves the right to change the dates. Notice of any changes will be provided via addendum.

Issue RFQ.....**Monday, April 19, 2010**  
**Due Date and Time for Submissions.....Wednesday, May 5, 2010 at 12:00 PM Local Time**

5. **NUMBER OF COPIES:** Submit one (1) original, and five (5) bound paper copies, one (1) unbound copy and one (1) compact disk (CD) of the electronic (PDF) copy of the submittal in a sealed envelope or container.

6. **SUBMIT QUALIFICATION TO:**

Gary S. Bell, Contract Officer  
Public Building Commission  
50 West Washington Street, Room 200  
Chicago, Illinois 60602

7. **RIGHT TO CANCEL:** The PBC reserves the right to cancel this procurement process whenever the best interest of the PBC is served. The PBC shall not be liable for costs incurred by Consultants associated with this procurement process.

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**II. DEFINITIONS**

**Section 2.1 - Definitions**

Throughout this RFQ these terms have the following meanings:

"PBC" or "Commission" means the Public Building Commission of Chicago.

"Agreement" means the contract for Design Landscape Architect that is to be entered into between the PBC and the selected Respondent pursuant to this RFQ.

"Authorized Commission Representative" means one or more persons designated in writing by the Executive Director for the purposes of assisting the PBC in managing the Project. As specifically directed by the PBC, the Authorized Commission Representative will act on behalf of the PBC.

"Include." Whenever the term "include" (in any of its forms) is used, it means "include, without limitation."

"Respondent" means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit responses pursuant to this RFQ.

"RFQ" means this Request for Qualifications, including all Exhibits and Addenda.

"Selected Respondent" or "Consultant" means the individual, partnership, corporation or joint venture that the PBC selects for award of a contract pursuant to the RFQ.

"Services" means all the tasks for which the PBC engages the Selected Respondent.

"Sub-consultant" means individual(s), partnership(s), corporation(s), or joint venture(s) that the Respondent engages to provide specialized services required by the Agreement.

"Submittal" means all materials submitted in response to this RFQ.

"Task Order" means a formal, written request by the Commission, signed by the Executive Director, for the Design Architect to provide specific Services under this Agreement.

**Section 2.2 - Interpretations**

- A. Any headings in this RFQ are for convenience of reference only and do not define, limit, control or affect the meaning of the RFQ's provisions. In this RFQ, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFQ refer to this RFQ. All section references, unless otherwise expressly indicated, are to sections of this RFQ. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words indicating the singular number shall include the

plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFQ and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFQ.

- B. Unless a contrary meaning is specifically noted elsewhere, the words "as required," "as directed," "as permitted" and similar words used in the RFQ mean that requirements, directions of and permission of the Executive Director are intended; similarly, the words "approved," "acceptable," "satisfactory" or words of like import mean "approved by," "acceptable to" or "satisfactory to" the Executive Director. Words such as "necessary," "proper" or words of like import mean that the Services must be performed in a manner or be of character which is "necessary" or "proper" in the sole opinion of the Commission.
- C. Unless a contrary meaning is specifically noted elsewhere, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory" or words of like effect and import used in the RFQ means reasonable, suitable, acceptable, proper or satisfactory in the sole judgment of the Commission .

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**III. NATURE OF SERVICES**

**Section 3.1 - Intent**

The Public Building Commission of Chicago (also known as the PBC) is soliciting qualifications from Landscape Architecture firms or teams (the "Respondents") which can demonstrate relevant private / public experience and have at least five (5) years experience in the Chicago land area performing professional Landscape Architecture and Site Development Design services. These firms shall provide Landscape Architecture and Site Development Design services for projects such as campus parks, playgrounds, and other site development work. The PBC will select the most qualified firm for various Chicago public facilities to engage in a Master professional services agreement to be contracted on a Task Order basis which will be assigned over the next three (3) years with one (1) option for renewal or extension at the discretion of the PBC.

**3.2 Background**

**Program Level** – The Public Building Commission of Chicago is responsible for the development of a number of landscape and site design programs for the City of Chicago, Board of Education and the Chicago Park District. The services that the selected Landscape Design Architect will be responsible for providing will include but will not be limited to; Landscape and Site Design Peer Review, Lessons Learned and Case Study Management, maintaining landscape guidelines and standards, possible participation in City of Chicago Landscape Committee, and possible participation in the PBC Technical Committee.

**Project Level** - The Public Building Commission of Chicago is responsible for the design and construction of a number of landscape and site design projects for the City of Chicago, Chicago Public Schools and the Chicago Park District. The services that the selected Landscape Design Architect will be responsible for to support these projects will include but will not be limited to; Programming, Design, Bid and Award Services, Construction Administration Service and Project Close Out Services.

**3.2.1 Campus Parks**

The PBC clients for the Campus Park Program are the City of Chicago, Board of Education and the Chicago Park District. The program is managed by a committee with representatives from the PBC and these agencies. The program focuses on converting existing asphalt parking lots, vacated or closed Public Rights of Way, and may include converting other hard surface areas into active and passive recreational green space for Chicago Public School students and residents of the neighborhood surrounding the sites. The design programs typically consist of demolition of existing site conditions, underground storm water drainage and detention, new walking paths, running tracks, arboretums, artificial turf playing fields and tree, shrub and turf landscaping.

**3.2.2 Chicago Park District**

The Chicago Park District Playgrounds and Playing Fields programs focus on the installation of new and replacement of existing playgrounds and playing fields. The typical scope of work includes demolition of existing site conditions, underground storm water drainage and detention, installation of playground equipment, installation of soft surface materials, water spray features, baseball and soccer playing fields and tree, shrub and turf landscaping. Other scope of work may include landscaping elements associated with development of new fieldhouses.

**3.2.3 Chicago Public Schools**

The Chicago Public Schools site and landscape design programs focus on the development of sites contiguous or adjacent to Chicago Public School properties. The typical scope of work includes demolition of existing site conditions, underground storm water drainage and detention, new walking paths, installation of playground equipment, artificial turf playing fields and tree, shrub and turf landscaping.

## Section 3.6 - Scope of Services

The scope of services sought shall include the provision of all professional services related to the completion of Landscape Architecture and Site Development Design as directed by the PBC and as indicated in authorized Task Orders. A Request for Proposal for a Task Order (RFP-TO) will identify specific services to be performed by the Design Architect firm. Specific services that may be requested to be performed by the Consultant include, but are not limited to:

### A. Landscape Standards and Committees:

1. Reviewing and maintaining the existing Landscape & Site Development Guidelines provided by the PBC. The Guidelines will serve as a baseline landscape design parameters. The Guidelines will be modified periodically as the development of new landscape case studies serve to validate and improve the existing Design Guidelines. Upon making changes to the Design Guidelines, the Design Architect will be responsible to maintain and update the existing Design Guidelines on a website designated by the PBC.
2. Potential attendance, communication, participation in and prepare required presentation materials to the Mayor's Parks & Open Space Committee; Plan Commission, the Zoning Committee, or the Zoning Board of Appeals (in projects requiring zoning amendments or relief,) the Bureau of Forestry and any other committees requested by the PBC.

### B. Peer Review, Standards Development and Lessons Learned Documentation: On projects where other firms are appointed to serve as Architect of Record (AOR), the Design Architect will provide the following services:

1. At regular milestones in project development (specifically Schematic Design, Design Development, 60% CDs, 90% CDs and 100% CDs) the Architect of Record will issue design documents. The Design Architect will review and comment on these documents for adherence with established standards and practices.
2. Maintain a program wide "Lessons Learned" log which illustrates salient issues and resolutions reached during project development and construction by the Design Architect and various AORs. The Lessons Learned log will also document best practices and design improvements for future integration into site development and landscape designs and landscape standards.
3. Assist the Authorized Commission Representative in obtaining the User Agency review and approval of standard design elements and configurations.

### C. Landscape Design and Site Development Test Fits: On projects where options for land acquisition are being explored or different program options are being investigated, the Design Architect may provide the following Services:

1. Secure available site documentation information. The Design Architect will be required to confirm site conditions on Surveys, Sidwell, Structured Base Maps and 80 Acre maps of the subject property in order to depict the property with appropriate site dimensions, public rights of way and site development characteristics.
2. Consult with the Authorized Commission Representative to determine the desired Test Fits for implementation as well as any required programmatic additions or alterations. The Design Architect shall depict these requirements for review and approval by the Authorized Commission Representative.
3. Prepare documentation as requested by the Authorized Commission Representative which depicts landscape program, square footage, area of site development, site development features and any amendments to the public right of way.
4. Assist the Authorized Commission Representative in obtaining client review and approval of landscape design test fits and site development options.

### D. Demolition and Site Preparation Scope Documentation: On projects where land acquisition is in process or has been completed, the Design Architect shall perform, but is not limited to, the following services as requested by the Authorized Commission Representative:



1. Assist the Authorized Commission Representative in obtaining various site information data, including but not limited to surveys; geotechnical soil boring and analysis reports; soils percolation tests; electromagnetic (EM) analysis and reports; ground penetrating radar (GPR) analysis and reports; and environmental testing and reporting services.
  2. Consult with the Authorized Commission Representative and coordinate with the assigned Environmental Consultant to confirm the existing conditions of the subject properties.
  3. Consult with the Authorized Commission Representative and coordinate with the assigned Environmental Consultant to determine demolition and site preparation scope of work. The scope of work may include coordinating project documents with the Environmental Consultant's scope of work that may include all or part of the following: existing building abatement, demolition, site preparation including environmental site conditions, geotechnical reports, soil remediation. The Design Architect shall also coordinate new or relocation of site utilities as required of the project scope.
  4. Consult with the Authorized Commission Representative and other stakeholders to determine the appropriate procurement method for the required scope(s) of work (e.g. JOC - Job Order Contracting or DBB – Design Bid Build).
  5. Coordinate and compile documentation appropriate to describe fully the as-built condition of the site upon completion of the Site Preparation Scope of Work. This documentation is to include, but not limited to, the following: site grading elevations, soil conditions plan indicating area and depth of material on site and modifications to existing utilities. The scope of work for the site preparation design may include all work necessary to abate and demolish existing structures on the site as well as to prepare the site both environmentally and geotechnically in order to implement the landscape and site development scope of work. The site preparation scope of work will also require design and coordination when applicable of all required utilities for the project scope. Further, the scope of work will require the incorporation of recommendations made by the PBC retained environmental consultant and the recommendations of the geotechnical consultant.
- E. Design:** During the Design phases of a project, the Design Architect may provide the following services such as Engineering, landscape and Site Development, Estimating and Permit Services, as requested by the Authorized Commission Representative:
1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, as well as required regulatory and client reviews.
  2. Analysis of the requirements of the Project, including confirmation of the conditions of the site and the survey, and consultation with the PBC to establish the design, and the functionality and financial feasibility of the Project.
  3. The Design Architect shall provide the Cost Estimates for the probable cost of the project throughout the various milestone phases of a project.
  4. The Design Architect is responsible during design to develop several phases of a project such as Scope Narrative Development, Construction Documents Phases and 100% Construction Documents Phase. The Deliverables (and any other work product) of each of the phases must be approved by the Authorized Commission Representative in writing before commencement of the subsequent or dependent phase. Schematic Design Phase; Design Development Phase; Construction Documents Phase; Bidding Phase; Construction Administration Phase and Close Out Phase. The Deliverables (and any other work product) of each of the phases must be approved by the Authorized Commission Representative in writing before commencement of the subsequent or dependent phase.
  5. The Design Architect shall prepare documents necessary to illustrate any required amendments to the public right of way.

6. The Design Architect shall prepare and present Design options for the Project for review by the PBC and the User Agency. Preparation of conceptual drawings and design studies (including materials) based upon analysis of Project requirements. Preparation of a general description of the scope of the Project, a preliminary estimate of probable construction costs.
7. Preparation of Design Package, including but not limited to: plans, elevations, details, sections, specifications and narratives, as required, to describe the landscape & site development, civil, structural, mechanical, plumbing, and electrical aspects of the selected design. The Design Architect will be required to prepare the estimate of probable construction cost based on the design package including construction costs.
8. All phases of Design Architect's Project(s) are required to be designed in accordance with US Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED (TM)) standards. Landscape projects developed as part of vertical building projects are to achieve a minimum LEED rating of Silver, or such other level as the Commission may designate. Landscape and Site Design Projects may or may not contribute to broader efforts to achieve LEED certification. They are to incorporate sustainable design best practices with respect to sustainable site design, landscape strategies, water efficiency, and infrastructure, based on LEED guidelines, and City of Chicago and PBC best management practices
9. The Design Architect shall be responsible for achieving integrated site and landscape design, including storm water Best Management Practices (BMP's) with non-piped solutions whenever possible, integrated planting solutions, and comprehensive integrated sustainable design.
10. The Design Architect shall be responsible for developing Erosion and Sedimentation Control Civil drawings and Specification sections as they relate to project scope requirements. The implementation of these documents shall be required before the start of site prep, demolition, abatement on site if applicable to the project.
11. The Design Architect shall be responsible for developing standard LEED Specification sections including 01352 - LEED Requirements to Landscape and Site Design projects in order to track LEED criteria throughout the phases of a project.
12. The Design Architect shall be responsible for developing procedures for tracking sustainable site and landscape metrics, such as but not limited to water use reduction, increase in pervious surfaces, heat island impacts for both LEED and non LEED projects.
13. Prepare and issue hard copies of the Design Drawings, Specifications and Narratives, as required, to the Authorized Commission Representative for the Design Milestone Review.
14. The Design Architect will provide all Services required to complete the coordinated design of the assigned project or projects. The term of this Agreement will terminate when all Services required have been completed to the reasonable satisfaction of the PBC.
15. The scope of services includes the implementation of the developed landscape as well as the design of all aspects of site development. The Design Architect will provide specifications and will be required to provide a holistic review and update of these specifications pursuant to the terms of this contract. The implemented landscape and site development design will include design and specification modifications based upon a comprehensive design review ("lessons learned" effort) which will analyze the challenges and opportunities for the best practices associated with landscape and site development design on a regularized basis.
16. The Design Architect is responsible for coordinating, documenting and transmitting all design documents that may be required by the City of Chicago Department of Buildings or Building Inspector.
17. At the completion of Design Services, transmit multiple hard copies at the direction of the Authorized Commission Representative and editable electronic version of the final documents to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Design phase for presentation to the User Agency. The presentations to be made shall be directed in writing by the Authorized Commission Representative.

**F. Bid Phase:** During the Bid phase of a project, the Design Architect may provide the following services such as: assembling and reviewing of bid documents, attend the Commission's required Bid related meetings, respond to questions from bidders, prepare addenda, review bids and prepare an evaluation and recommendation for award relative to the project budget, as requested by the Authorized Commission Representative.

**G. Construction Administration and Close-out Services:** During the Construction Administration and Close-out phases of a project, the Design Architect may provide but is not limited to the following services such as Site Inspection during construction, review and approval of shop drawings, respond to requests for information (RFI) and maintain an RFI log.

1. The Design Architect is responsible for attending and participating in regularly scheduled weekly construction project meetings and meetings for approval of contractor pay requests. Provide field observation of construction to monitor the progress, quality of work and conformance to the Contract Documents, and issue clarifications for proper execution of the work required by the Contract Documents.
2. The Design Architect is responsible for conducting a comprehensive final inspection and walk through of the Project with the Authorized Commission Representative to verify that the work is compliant with the Contract Documents.
3. Upon Completion of the construction contract and completion of "punch list", the Design Architect is responsible for issuing a Certificate of Final Completion.
4. The Design Architect shall oversee the Contractor's effort, preparation and delivery of "as-built" drawings, operations and maintenance manuals, guarantees, warranties required by the Contract Documents. The Design Architect shall submit approved "as-built" documents to the Commission upon completion of the Project.
5. The Design Architect is responsible for post construction review of the Contractor's compliance of maintaining the landscape plantings as required by the Contract Documents.
6. The Design Architect shall draft and complete Project Closeout Approval form for the Project.

### **Section 3.7 - Term of the Agreement**

The agreement is effective on the date of execution for a period of three (3) years or upon completion of executed task orders, whichever occurs later, with one (1) option for renewal or extension at the discretion of the PBC.

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**IV. INSTRUCTIONS FOR PREPARING AND SUBMITTING SUBMISSIONS**

**SECTION 4.1 - GENERAL INSTRUCTIONS:**

- A. These instructions prescribe the format and content of the Submission. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect the PBC's evaluation and may result in disqualification of the Submission. However, the PBC reserves the right to reject or accept any submittals for any reason whatsoever.
- B. Respondents shall submit responses tabbed and referenced per the content requirements described in Section IV, and Section V of this RFQ. Submittals should be bound on the long side and prepared on standard 8½" x 11" letter size paper. Separate each section by labeled tabs and organize in accordance with submittal requirements listed in Section 4.3. Expensive papers and bindings are discouraged since no materials will be returned.  
  
Respondents must adhere to these submittal requirements. Failure to comply may be cause for rejection of a submittal. However, the PBC reserves the right to reject or accept any submittals if it is in the best interest of the PBC or public.
- C. The PBC reserves the right to seek clarification of information submitted in response to this RFQ during the evaluation and selection process. The Evaluation Committee (the "Committee") may solicit from previous clients (including the PBC, the City of Chicago, other government agencies, or any other available sources) relevant information concerning the firm's record of past performance.
- D. Attachments must be referenced in the Submission.
- E. Failure to submit the required documents may deem your firm non-responsive.
- F. **The outside of each envelope or package must be addressed and returned to:**

Public Building Commission of Chicago  
Design Architect for  
Landscape & Site Design Services  
**PS1806**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
Attention: Gary S. Bell – Contract Officer

**SECTION 4.2 - SUBMITTAL REQUIREMENTS**

The following documents and responses shall be included in the submission and tabbed as such in the order given below.

**SECTION 4.3 - TECHNICAL SUBMISSION**

- 4.3.A. TRANSMITTAL LETTER:** An individual authorized to legally bind the Respondent must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Submittal unless the Respondent designates another person in writing. The letter must include the Respondent's mailing address, e-mail address, fax number and telephone number.

The Transmittal Letter must identify all firms in the project team. MBE and WBE firms included in the team must be specifically identified as such. The Respondent must indicate that it is prepared to enter into an agreement in the form being offered. Attachment G – Form of Agreement contains the standard Terms and Conditions of the agreement which are not subject to negotiation. Respondent must commit to meet or exceed the M/WBE goals set forth in the Agreement.

Respondent must acknowledge any addenda issued and posted to the following website link [www.pbcchicago.com](http://www.pbcchicago.com).

**4.3.B. TABLE OF CONTENTS:** The Respondent shall include a table of contents in its Submission. Submissions must be page numbered sequentially from front to back.

**4.3.C. EXECUTIVE SUMMARY:** The Executive Summary must be signed by an authorized representative of the Respondent and must include:

1. A clear description of the structure of the Respondent's proposed team, an explanation of how the Respondent satisfies the evaluation criteria and a detailed statement illustrating Respondent's understanding of the Services and proposed approach to implementation.
2. Contain a commitment to provide the Services described with the team composition (specifically personnel) as specified in the qualification submission.

**4.3.D. Experience and Past Performance.**

As stewards of public funding, the PBC and the City of Chicago are committed to cost-effective, durable construction that is developed utilizing responsible and sustainable development practices. The Respondent is required to supply both firm experience and individual experience in providing specific design and construction administration services for each of the three (3) categories of expertise listed below:

**1. Categories of Expertise:**

- a. Campus Parks:
  - i. approximate construction cost range: \$100,000 - \$10,000,000
- b. Playgrounds:
  - i. approximate construction cost range: \$100,000 - \$1,000,000
- c. Site Development:
  - i. approximate construction cost range: \$100,000 - \$10,000,000

Include examples of specific projects for which the Respondent has completed both design and construction administration services that are relevant to the three (3) categories listed above. A minimum of one example must be provided for each category and all examples included must be no more than five (5) years old.

Each project citation must provide project-specific information and include the project name, location, a photograph of the project, client, principal-in-charge, day-to-day technical project manager, your firm's primary role on the project, key staff, date completed, client reference (name, current position, phone number, e-mail address), the design fee and the construction cost, and a brief narrative description for each project. Limit the description of each project to two (2) pages.

**4.3.E. Organization**

Respondents must submit the following:

1. Provide an organization chart clearly indicating all basic service team members (including civil, landscape, and sustainability (LEED) consulting). Firm name and key staff names must be indicated as well as the MBE/WBE status of the team members, professional licensure and LEED accreditation.
2. If the Respondent is a partnership or a Joint Venture, cite prior experience (if any) of working together.
3. Provide a statement citing prior shared work experience (if any) of AOR working together with each sub-consultant. Furnish specific project names and references.
4. Business and professional licenses that are required by law.
5. Accreditations or memberships in professional organizations and/or regulatory organizations, which are standard for the services to be provided.

#### **4.3.F. Individual - Experience and Past Performance**

- a. Exhibit 1 – Key Team Members Matrix must be completed indicating in graphic form all key team members and their relevant experience.
- b. Provide current resumes for key staff that provide five or more years of employment history for each of the proposed key staff positions. Respondents shall indicate the experience and quality of past performance of team members. Respondents shall provide evidence of the competency for team members and key technical and administrative personnel to be assigned. For business and professional licenses and memberships, provide evidence that such licenses and memberships are current and in good standing. For purposes of this RFQ, key team members are defined as follows:
  - 1) Corporate Executive (principal of firm, principals of partnerships or Joint Ventures) - Submit resume for Respondent's proposed Project Executive. (If Respondent is a joint venture, submit a resume of each joint venture partner's proposed Project Executive.)
  - 2) Landscape Architect Design Project Manager(s) - Submit resume for Respondent's proposed Design Landscape Architect Project Manager.
  - 3) Civil Consultant Leading Team Member - Submit resume for Respondent's proposed lead civil engineer. This individual may be an employee of the Respondent or an employee of the proposed civil engineering subconsultant.
  - 4) Sustainability (LEED) Consultant Leading Team Member - Submit resume for Respondent's proposed Sustainability Consultant. This individual may be an employee of the Respondent or an employee of the proposed Sustainability subconsultant.

Please note that key team members should be current employees of the Respondent team.

Key staff resumes must be limited to two (2) pages and include name, current employer, number of years with current employer, number of years of total professional experience (5 years minimum), as well as relevant education, certifications and licensing. Resumes must also include individual project experience in the three (3) categories of expertise listed above. Indicate "N/A" in each category that does not apply.

#### **4.3.G. FINANCIAL STRENGTH**

The Respondent shall furnish financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Respondent has the financial viability and ability to perform the Services. In the event Respondent does not have an audited financial statement, Respondent may submit a review or compilation prepared by an outside accountant. The PBC, however, reserves the right to request additional information. The Respondent shall also submit annual reports and a written disclosure advising of any pending litigation against the Respondent that may have a material effect in Respondent ability to provide the Services.

#### **4.3.H. QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PLAN**

Respondent needs to specifically describe its QA/QC process for reviewing all design deliverables prior to submission to the PBC. Provide a sample of a checklist used for QA/QC.

#### **4.3.I. INSURANCE REQUIREMENTS**

The selected Respondent must maintain the types of insurance coverage described in Attachment C – Insurance Requirements. As such, each submission must be accompanied by written evidence of the Respondent's ability to procure the insurance specified in Attachment C or include a certificate of insurance showing required limits. Indemnification requirements are contained in the Agreement. Indemnification obligations are independent of and unlimited in any manner by the Selected Respondent's insurance coverage. The limits will depend upon the type of activity involved and will be as prescribed by the PBC's Risk Manager. The limits set forth in Attachment E – Form of Agreement, are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable.

The PBC reserves the right to require the selected Respondent to furnish certificates of insurance or, if the PBC so requires, certified copies of the original policies of all insurance required by the RFQ. The receipt of any certificate of insurance does not constitute agreement by the PBC that the insurance requirements of the RFQ have been fully met, or that the insurance policies indicated on the certificates are in compliance with all requirements of the RFQ. Failure of the PBC to request or obtain certificates or other evidence of insurance from the selected Respondent shall not be deemed to be a waiver by the PBC.

**SECTION 4.4 - REQUIRED FORMS:**

- A. ATTACHMENT A – LEGAL ACTIONS
- C. ATTACHMENT B – SPECIAL CONDITIONS FOR M/WBE UTILIZATION
- D. ATTACHMENT C – INSURANCE REQUIREMENTS
- E. ATTACHMENT D – RELEVANT EXPERIENCE
- F. ATTACHMENT E - FORM OF AGREEMENT
- G. ATTACHMENT F – DISCLOSURE OF RETAINED PARTIES
- H. ATTACHMENT G – DISCLOSURE AFFIDAVIT
- I. EXHIBIT I (ATTACHED SEPERATELY) – KEY TEAM MEMBER MATRIX

**SECTION 4.5 - REJECTION OF SUBMITTALS:** Submittals that do not comply with the submittal requirements of the RFQ, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as informal and insufficient. The PBC, however, reserves the right to waive any or all informalities when it considers a waiver to be in its and the public's best interest.

**SECTION 4.6 - OWNERSHIP OF SUBMITTALS:** The PBC owns all submitted materials. Submittals will not be returned to Respondents. During the evaluation and selection period and after the Selected Respondent(s) sign the Agreement(s), all Submittals remain the property of the PBC. The PBC shall not be responsible for expenses incurred in preparing and submitting the Submittal. Such costs shall not be included in the Submittal.

**SECTION 4.7 - IMPROPER PRACTICES:** The Respondent shall not offer any gratuities, favors, or anything of monetary value to any member of the Board of Commissioners of the PBC, official, employee or agent of the PBC for the purpose of influencing consideration of the Submittal. The Respondent shall not collude in any manner or engage in any practices with any other Respondent(s) or potential Respondent(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondents' response to this RFQ to be rejected by the PBC. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses or subcontracts.

**SECTION 4.8 - COMPLIANCE WITH LAWS:** The Selected Respondent must comply with all laws, statutes, ordinances and regulations of any governmental body, including the PBC and Federal, state, local and city governments. Respondents' attention is directed to the provisions of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (as amended), but Respondent's must comply with any other provisions that apply to or in any manner affect any Services performed under the Agreement.

**SECTION 4.9 - RESPONSIVENESS:** Respondent's completion and execution of all required forms and the Respondent's compliance with all submission requirements.

# PUBLIC BUILDING COMMISSION OF CHICAGO

## REQUEST FOR QUALIFICATIONS DESIGN ARCHITECT PS1806 FOR LANDSCAPE & SITE DESIGN SERVICES

### V. EVALUATION CRITERIA

#### Section 5.1 SELECTION PROCESS

- B. The Public Building Commission of Chicago ("PBC") representatives will review qualification submittals in accordance with the evaluation criteria set forth herein. PBC representatives may also request additional documentation in order to seek clarification of the submittal, and/or request one or more meetings with respondents in order to clarify respondents' qualifications and capabilities for this Project.
- C. Qualifications will only be considered from firms meeting the criteria outlined in Section 4.2: Submittal Requirements.
- D. Submissions from joint-venture enterprises and teams comprised of multiple design firms will be considered.
- E. The Commission reserves the right to create a "Short List" of no more than four (4) of the highest qualified respondents who
- F. may be invited to interview with the Evaluation Committee to further review their qualifications and proposed approach to the projects herein.
- G. The PBC intends to select the highest qualified respondent from which the PBC will assign projects as described herein.
- H. After receiving all information, the Evaluation Committee will complete a final evaluation, and submit its findings and a recommendation to the Executive Director. The Executive Director will make a recommendation to the PBC Board of Commissioners. Once accepted by the Board of Commissioners, the Respondent will be notified of award as the Design Architect for Landscape and Site Design services.
- I. The PBC reserves the right to reject any and all response submittals, and to waive any informality in the submitted qualification submittals whenever it determines such rejection or waiver is in its best interest.
- J. The PBC reserves the right to cancel this procurement process whenever the best interest of the PBC is served. The PBC shall not be liable for costs incurred by respondents associated with this procurement process, including but not limited to, any and all costs of preparing the Request for Qualifications and participation in any conferences, presentations or negotiations.

#### Section 5.2 EVALUATION CRITERIA

The Evaluation Committee will review the Respondents' qualifications in accordance with the following criteria:

##### A. Experience and Past Performance

Consideration will be given to the quality, breadth and depth of experience and past performance as demonstrated in the successful completion of both design and construction administration for projects that comply with the categories of expertise listed in Section 4.3.D. Experience and Past Performance. Client references provided in response to Section 4.3.D, Attachment D1 and Exhibit 1 will also be considered in the evaluation process.

The Public Building Commission and the City of Chicago are committed to sustainable design and construction practices as well as cost efficient, durable construction. The evaluation criteria will focus on the Respondent's inclusion of a robust Quality Control / Quality Assurance Protocol, experience with various construction materials and integrated landscape sustainable design practices, and project exhibiting sustainable landscape strategy and best practices for on-site stormwater management in their submission. Landscape and Site Development work as part of USGBC LEED certified projects will also be considered.



## **B. ORGANIZATION**

The varying scopes of these projects, along with the varying complexity and site constraints requires significant design and construction administration related experience in several key positions to ensure successful project execution.

The Evaluation Committee will consider the depth of experience, past performance and working relationships as required in Section 4.3.E, Attachment D1 and Exhibit 1 of both the firms and key personnel. It is critical that design and construction administration expertise be exhibited (rather than owner's representative or program management).

## **C. FINANCIAL STRENGTH**

Evidence of respondent's financial stability to perform the services that are customarily required to complete the required scope of work.

## **D. MBE/WBE UTILIZATION PLAN**

Level, relevance and quality of the proposed MBE/WBE utilization plan. Levels of MBE and WBE participation will be evaluated in relation to the PBC's goals of achieving a minimum of 25% MBE participation and 5% WBE participation in the contracts it awards.

## **E. QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PLAN**

Respondent's QA/QC Plan will be evaluated on the firm's ability to demonstrate error prevention in document completion and coordination and Respondent's approach to managing a project of this complexity and scale.

## **F. CONTRACT TERMS AND CONDITIONS**

Evidence as required in the transmittal letter and executive summary of the Respondent's understanding of the PBC's standard terms and conditions found in Attachment F, "Form of Agreement" to this RFQ. These terms and conditions are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable as required in

## **G. INSURANCE REQUIREMENTS**

Supply evidence of ability to procure and comply with the amounts of insurance coverage indicated in Attachment D.

## **H. RFQ COMPLIANCE / RESPONSIVENESS**

PBC will review the quality, completeness and comprehensiveness of response to this RFQ and compliance with each of the submittal requirements.

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**ATTACHMENT A**  
**LEGAL ACTIONS**  
**REQUEST FOR QUALIFICATIONS**  
**DESIGN ARCHITECT**  
**LANDSCAPE & SITE DESIGN SERVICES**  
**PS1806**

If the answer to any of the questions below is **YES**, provide a brief description or explanation on a separate sheet following this page.

1. Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?

Yes \_\_\_\_\_, Explain. No \_\_\_\_\_

2. 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?

Yes \_\_\_\_\_, Explain. No \_\_\_\_\_

3. If the answer to the preceding question is "Yes", enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. \$\_\_\_\_\_

4. Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?

Yes \_\_\_\_\_, Explain. No \_\_\_\_\_

5. 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?

Yes \_\_\_\_\_, Explain. No \_\_\_\_\_

6. 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?

Yes \_\_\_\_\_, Explain. No \_\_\_\_\_

7. Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?

Yes \_\_\_\_\_, Explain. No \_\_\_\_\_

8. Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations?

Yes \_\_\_\_\_, Explain. No \_\_\_\_\_

9. Has the firm or venture ever failed to complete any work awarded to it?

Yes \_\_\_\_\_, Explain. No \_\_\_\_\_

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

1. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The PBC requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The PBC requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all PBC Construction Contracts to certified MBEs and 5% of the annual dollar value of all PBC Construction Contracts to qualified WBEs.
- b. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the PBC deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:

(1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Supplier Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.

(2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Supplier Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.

(3) "Professional Service Contract" means a contract for professional services of any type.

(4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the PBC's progress towards meeting the aspirational goals.

(5) "Professional Service Provider" means any person or business entity that seeks to enter into a Professional Service Contract with the PBC and includes all partners, affiliates and joint ventures of such person or entity.

(6) "Executive Director" means the Executive Director of the PBC or his duly designated representative as appointed in writing.

(7) "Good faith efforts" means actions undertaken by a Professional Service Provider to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(8) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(9) "Minority" means:

- a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
  - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
  - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and
- b. Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the PBC to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the PBC.

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

(11) "Program" means the minority- and women-owned business enterprise construction procurement

program established in this special condition.

(12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

#### 4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
- c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
  - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
  - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the PBC will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

## 5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.

- (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.

- (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

- (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

- (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

## 6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the PBC. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the PBC's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the PBC will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the PBC) a modification of the MBE or WBE Proposal, in

proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the PBC will be cause for rejection of the Proposer's proposal as non-responsive.

- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the PBC. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the PBC of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

## 7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - (1) Attendance at the Pre-proposal conference;
  - (2) The Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;
  - (4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;
  - (5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants, including:
    - i. The name, address and telephone number of MBE and WBE firms contacted;
    - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
  - (7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Proposer's conclusion.
  - (8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - (9) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:

(1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Proposer;

(2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

## 8. Failure To Achieve Goals

a. If the Professional Service Provider cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Professional Service Provider has made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:

(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.

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

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

(6) Making good faith efforts despite the ability or desire of a Professional Service Provider to perform the work of a contract with its own organization. A Professional Service Provider that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

(7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the PBC or Professional Service Provider.



(9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

(10) Effectively using the services of the PBC; minority or women community organizations; minority or women groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

- b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director as provided in Section 18.02. Disputes Book 2.

## 9. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the PBC requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the PBC and/or its designees, on 5 business days' notice in order for the PBC to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

## 10. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.
- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-consultants or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub-consultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified sub-consultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.

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

The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or

substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the PBC, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

## 12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Professional Service Provider of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Professional Service Provider shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Professional Service Provider of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

(1) The Professional Service Provider must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

(2) The Professional Service Provider's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the sub-consultant to honor the proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the sub-consultant to meet insurance, licensing or bonding requirements; g) the sub-consultant's withdrawal of its proposal; or h) decertification of the sub-consultant as MBE or WBE.

(3) The Professional Service Provider's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Professional Service Provider; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

The Professional Service Provider's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

(4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This

subcontract must be executed within five (5) working days, and a copy of the MBE/WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Professional Service Provider when a substitution of sub-consultants becomes necessary for the Professional Service Provider in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Professional Service Provider to locate specific firms, solicit MBE and WBE proposals, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

### 13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the PBC will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the PBC may disqualify the Professional Service Provider from entering into future contracts with the PBC.

### 14. Severability

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

SCHEDULE B - Joint Venture Affidavit (1 of 3)

*This form need not be filled in if all joint ventures are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.*

1. Name of joint venture \_\_\_\_\_

2. Address of joint venture \_\_\_\_\_

\_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_

4. Identify the firms that comprise the joint venture

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

5. Nature of joint venture's business

\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

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

8. Specify as to:

A. Profit and loss sharing \_\_\_\_\_%

B. Capital contributions, including equipment \_\_\_\_\_%

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

<p>_____</p> <p>Name of Joint Venturer</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p>State of _____ County of _____</p> <p>On this ____ day of _____, 20__</p> <p>before me appeared (Name)</p> <p>_____</p> <p>to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by</p> <p>(Name of Joint Venture)</p> <p>to execute the affidavit and did so as his or her free act and deed.</p> <p>_____</p> <p>Notary Public</p> <p>Commission expires:</p> <p>(SEAL)</p>	<p>_____</p> <p>Name of Joint Venturer</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p>State of _____ County of _____</p> <p>On this ____ day of _____, 20__</p> <p>before me appeared (Name)</p> <p>_____</p> <p>to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by</p> <p>(Name of Joint Venture)</p> <p>to execute the affidavit and did so as his or her free act and deed.</p> <p>_____</p> <p>Notary Public</p> <p>Commission expires:</p> <p>(SEAL)</p>
--	--

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

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

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

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

FROM:

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

TO:

\_\_\_\_\_ and Public Building Commission of Chicago  
(Name of Professional Service Provider)

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

\_\_\_\_\_ a Sole Proprietor                      \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated \_\_\_\_\_ . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

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

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If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**SUB-SUBCONTRACTING LEVELS**

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Consultants.

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Consultants.

If MBE/WBE subconsultant will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subconsultant's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

\_\_\_\_\_  
Phone





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

**(2 of 2)**

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

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

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

By:

\_\_\_\_\_  
Name of Professional Service Provider (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone/FAX

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_



**STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS**  
(2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Date)

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

before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
Commission Expires

(Seal)

## ATTACHMENT C

### INSURANCE REQUIREMENTS REQUEST FOR QUALIFICATIONS DESIGN ARCHITECT LANDSCAPE & SITE DESIGN SERVICES PS1806

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

#### **D.1. INSURANCE TO BE PROVIDED**

##### **D.1.1. Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission, Chicago Park District, Board of Education of the City of Chicago, the City of Chicago and Owner of property (if applicable), must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

##### **D.1.3. Automobile Liability (Primary and Umbrella)**

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

##### **D.1.4. Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. 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.

##### **D.1.5 Property**

The Consultant is responsible for all loss or damage to Commission, Chicago Park District, Board of Education of the City of Chicago the City of Chicago and/or Owner of property (if applicable) at full replacement or repair cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Consultant.

##### **D.1.6 Valuable Papers**

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

### D.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$1,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Coverage must include bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Chicago Park District, Board of Education of the City of Chicago, the City of Chicago, and Owner of property (if applicable), are to be named as additional insureds on a primary, non-contributory basis.

### D.2. ADDITIONAL REQUIREMENTS

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

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

The insurance must provide for 60 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, Chicago Park District, Board of Education of the City of Chicago and City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives and Owner of property if applicable.

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

Any insurance or self-insurance programs maintained by the Commission, Chicago Park District, Board of Education of the City of Chicago, the City of Chicago and Owner of property (if applicable) do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

**ATTACHMENT D**

**LEVEL OF PROJECT COMPLEXITY – FORM D1**

**REQUEST FOR QUALIFICATIONS  
DESIGN ARCHITECT  
LANDSCAPE & SITE DESIGN SERVICES  
PS1806**

**(Level of Project Complexity – FORM D1 follows this page for completion by Respondent)**

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ATTACHMENT D (continued)

RELEVANT EXPERIENCE – FORM D1.1

REQUEST FOR QUALIFICATIONS  
DESIGN ARCHITECT  
LANDSCAPE & SITE DESIGN SERVICES  
PS1806

Provide one **Form D1.1** for every level of project complexity indicated on **Level of Project Complexity – FORM D1** and indicate what type of procurement was used: professional services agreement; contract; or other form. Make copies of this form as necessary.

Include all these projects in terms of dollars to the Respondent that were completed in the last five (5) years. Experience may not be considered if the project is not completed as of the date that this form is submitted.

Indicate whether the Respondent or a team member participated in this project: Respondent or Respondent team member: \_\_\_\_\_

Indicate (check one) the status of the Respondent for the above participant in this project:

Prime  Joint Venture  Partner  Subconsultant  Subcontractor  Supplier

Project Title: \_\_\_\_\_ Dollar Value \$ \_\_\_\_\_

Location: \_\_\_\_\_ Self-performed \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner/Agency: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Other contacts (specify name, organization, address, and phone number)

\_\_\_\_\_

\_\_\_\_\_

Describe the project scope and type of work that was self-performed by the Respondent.  
Identify key personnel of the Respondent that were involved in the project.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**ATTACHMENT E**  
**FORM OF AGREEMENT**  
**REQUEST FOR QUALIFICATIONS**  
**DESIGN ARCHITECT**  
**LANDSCAPE & SITE DESIGN SERVICES**  
**PS1806**

**THIS AGREEMENT** effective as of \_\_\_\_\_, 2010, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and \_\_\_\_\_ with offices at \_\_\_\_\_, (the "**Architect**"), at \_\_\_\_\_, Illinois.

**Background Information – Recitals:**

**Whereas**, The Commission on behalf of the **City of Chicago, Board of Education, and Chicago Park District** (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of a facility or facilities in Chicago, Illinois based on the scope in Schedule A attached to the Agreement (the "**Project**").

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

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

**Whereas**, the Construction Budget for the Project will be established by the Commission after completion of Schematic Design based upon the requirements of the Project and allowances for cost escalation and Project contingencies.

**Whereas**, the Commission has relied upon the Architect's representations in selecting the Architect.

Architect of Record Services for LANDSCAPE & SITE DESIGN SERVICES – PS1806

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

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Richard M. Daley  
Chairman

Attest:

\_\_\_\_\_ Date: \_\_\_\_\_  
Edgrick C. Johnson  
Secretary

ARCHITECT, \_\_\_\_\_:

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

County of: \_\_\_\_\_

State of: \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_ on behalf of Architect this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public  
My Commission expires: (SEAL OF NOTARY)

Approved as to form and legality

\_\_\_\_\_ Date: \_\_\_\_\_  
Neal & Leroy, LLC

## INCORPORATION OF RECITALS

The matters recited above, the "Background Information," are incorporated in and made a part of the Agreement.

## DEFINITIONS AND USAGE

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

**Agreement.** This Agreement for Architect-of-Record Services, between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.

**Architect.** The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.

**AOR's Estimate of Probable Construction Cost.** The Architect's professional opinion of the cost to necessary construct the Project and furnish all items required to complete the Project as described in the corresponding design phase Deliverables prepared by the Architect in accordance with the Agreement.

**Authorized Commission Representatives.** One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission

**Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.

**Construction Budget.** The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project which must be shown or described in the Contract Documents to be prepared by the Architect in accordance with this Agreement. The Construction Budget does not include any payments made to the Architect or Commission Consultants or reimbursable expenses pursuant to Schedule D.

**Additional Services.** Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.

**Contract Documents.** All of the Contract documents for the construction and improvement of the Project including the Bidding Instructions, Standard Terms and Conditions for Construction Contracts, Technical Specifications, Drawings, Addenda, Bulletins and Modifications to those parts.

Day. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.

Deliverables. The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required, under this Agreement, to provide to the Commission.

(k) Design Architect. The Design Architect is the person retained by the Commission for the purpose of preparing the prototype and concept design documents for the Project.

Key Personnel. Those job titles and individuals identified in Schedule F.

Project. Various School Facilities

Project Schedule. The Project Schedule will be provided to the Architect in CPM and/or summary bar chart form. The Project Schedule will represent the information in Book 1 of the Contract Documents approved by the Commission for the Project. The Project Schedule will clearly identify major activities within the Project, including each phase of planning, design and construction. The Architect must provide details of their pre-construction activities and will promptly notify the Authorized Commission Representative whenever there is an actual or projected variance to the Project Schedule.

Record Documents. Drawings prepared by the Architect in an electronic editable format approved by the Commission showing significant changes in the work made during construction, based on marked-up prints, drawings, shop drawings and other data furnished by the Project's building contractor.

Services. Collectively, the duties, responsibilities and tasks that are necessary to allow the Architect to provide the Scope of Services required by the Commission under this Agreement.

Subconsultant or Subcontractor. Any person or entity hired or engaged by the Architect to provide any part of the Services required under the terms of this Agreement.

User Agency. The governmental agency or agencies identified in the Background Information that requested the Commission to undertake the construction and/or improvement of the Project.

Usage and Conventions

Captions and Headings. The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.

The term "include," in all its forms, means "include, without limitation" unless stated otherwise.

Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

## INCORPORATION OF DOCUMENTS

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

Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

## ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

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

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

Adequate Staffing. The Architect must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The Architect must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule F. The level of staffing may be revised from time to time by notice in writing from Architect to the Commission and with prior written consent of the Commission.

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

and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

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

Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

Records. The Architect must maintain accurate and complete records of expenditures, costs and time incurred by the Architect and by consultants engaged by the Architect in connection with the Project and the Services. Such records will be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Architect's offices upon reasonable notice during normal business hours. The Architect must retain all such records for a period of not less than five calendar years after the termination of the Agreement. However, if there is a disagreement over fees, then five years or until a final resolution of the matter whichever occurs later.

#### Document Control

- a.) The Commission has an on-line collaboration and document management system, (the "System"). The Architect shall use the System when providing its services to: track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative. The System shall be the mode of conveyance and repository for all Project Record Documents. The Architect shall post all Project-related documents, including Record Documents, on the System. By executing its Contract, the

Architect agrees to comply with all terms and conditions required by the Commission for the use of the System.

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

Compliance with Laws. In performing its engagement under the Agreement, the Architect must comply with all applicable federal, state and local laws, rules, and regulations.

Weekly Meetings. Weekly meetings for the Project and project Team will be scheduled upon the Commission's request for the duration of the Services. The Architect will cause such meetings to be attended by appropriate personnel of the Design Team engaged in performing or knowledgeable of the Services.

Defects in Project. The Architect must notify the Commission immediately if the Architect obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including construction defects, cost overruns or scheduling delays.

Performance Standard.



The Architect represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. This includes, but is not limited to, a thorough review by the Architect of any design documents and/or prototype for the Project prepared by the Commission's Design Architect. The Commission expects the Architect to undertake a thorough review of the concept design documents and/or prototype, and to identify any errors, omissions, inconsistencies or ambiguity in the concept design, as well as any changes in any pertinent code that may have occurred. Regardless of any errors, omissions, inconsistencies or ambiguity in the concept design and/or prototype, the Commission will hold the Architect solely and completely responsible for any and all errors, omissions, inconsistencies and ambiguity in Architect's Deliverables, including, but not limited to, the construction documents for the Project. The Architect further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Architect to perform the Services in the manner required by the Agreement.

The Architect must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Architect must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Architect remains responsible for the professional and technical accuracy of all Services furnished, whether by the Architect or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

The Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

If the Architect fails to comply with the obligations under the standards of the Agreement, the Architect must perform again at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Architect of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Architect either under the Agreement, at law or equity.

Evaluations of the Commission's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Commission has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify negligent errors, omissions or ambiguities. The Commission has a committee that reviews the project for alleged errors and omissions by the Architect. The Committee will, as appropriate, conduct an

internal review of the alleged error and omission, provide a written statement of claim regarding the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings without additional compensation. Upon notice or discovery, and as directed by the Commission, the Architect will perform, without additional compensation, the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect, damages incurred by the Commission resulting from errors or omissions in the construction documents prepared by the Architect. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited, to the Architect's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to terms of this Agreement.

If the Commission and the Architect disagree with regard to the Architect's fault or as to whether the Architect is entitled to Additional Services for the work required by the Commission in this paragraph, then the Architect may assert a dispute pursuant to the provisions of this Agreement. However, the Architect must provide Services as directed by the Commission during the pendency of any dispute.

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

Representation and Covenant by Consultant. Neither the Architect nor any affiliate of the Architect is listed on any of the following lists maintained by the Office Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

**Section 4.15** Subcontract Terms and Conditions. Architect shall include a provision in any and all subcontracts that Architect may enter into for the performance of the Services that states that the subcontractor shall comply with the terms and conditions of this Agreement in its performance of its portion of the Services. In addition, each subcontract for the performance of the Services shall provide that the Commission is a third-party beneficiary to the subcontract, and may enforce any of the subcontract terms including, but not limited to, those pertaining to standard of performance, indemnity and insurance. Nothing in this Agreement, nor any subcontract to this Agreement, shall state, imply or be construed to state or imply that the Commission or its User Agency are indemnitors or insurers of the Architect or Architect's subcontractors. Each subcontract shall further require that by executing the subcontract, the subcontractor

consents to an assignment of the subcontract by the Architect to the Commission upon the request of the Commission for such assignment.

## TERM

Duration. The term of the Agreement begins on the Commencement Date of Services specified in Schedule A, and subject to the provisions in this section, expires upon completion of the Services and acceptance of the Deliverables by the Commission.

Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Architect at least 30 days before the effective date of termination. So long as the Architect is not in default under this Agreement at the time of termination, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of termination. The Commission may exercise any right of set off regarding Architect's failure to properly perform Services from payments that are due to Architect.

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

During the period the Architect's performance is suspended, the Architect is not entitled to incur fees or bill the Commission, except for Architect's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Architect's invoices or claims). The Architect may bill such time spent during a suspension only if the Architect's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule D. Participation in meetings at the request of the Commission is not considered to be resumption of the Architect's Services.

If the Architect is required to resume its Services under this Agreement, the Commission will notify Architect in writing, giving Architect a reasonable period not to exceed 10 days to remobilize itself. The Architect may bill such time spent on remobilization. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule D. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance with the provisions of Schedule C, establishing a revised Completion Date of Services, and Architect will recommence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Architect from liability for its performance of any obligation under this Agreement that was

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

Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect is not in default of any obligation of the Architect under the Agreement, the Commission will pay to the Architect, according to the terms of the Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law.

## **COMPENSATION OF ARCHITECT; REIMBURSEMENT FOR EXPENSES**

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

## **RIGHTS AND OBLIGATIONS OF COMMISSION**

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

Information. The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.

Review of Documents. Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.

Site Data. To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:

A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.

A certified title.

Information concerning locations, dimensions and data pertaining to existing buildings and other improvements

Title information as to restrictions, easements, zoning and deed restrictions.

Information concerning availability of both public and service and utility lines. See Schedule A for more details.

If the Architect does procure these or any other services at the request of the Commission, the Architect shall not be liable for the substantive accuracy or completeness of such services, nor shall the Architect be vicariously liable for the procured services.

Tests and Reports. To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. See Schedule A for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule D.

- (e) Architect's Rights and Obligations with Respect to Commission-Provided Information ("CPI"). Architect may rely upon the CPI provided by the Commission as described in this Section 7.01, provided, however, that the Commission expects the Architect to review such CPI in detail and verify such CPI to the extent it may be reasonable and prudent for the Architect to do so for the proper performance of the Services under this Agreement. The Commission makes no warranties and representations with respect to the accuracy of the information provided. Architect must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI to the Authorized Commission Representative. In the event that Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the CPI, the Commission will consider a request for additional compensation if, and only if, Architect furnishes reasonable and appropriate evidence that Architect has met its obligation to review and verify the CPI.

Audits. The Commission has the right to abstract and audit the books of the Architect and its subcontractors on all subjects relating to the Project and/or the Services.

Legal, Auditing and other Services. The Commission will arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be

required for the Project. Such payments will not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of the Architect.

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

The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its subcontractors pursuant to this Agreement (the "Work") will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.

The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

The Architect represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.

In addition, the Architect represents that the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the typical practices and performance standard of this Agreement. The Architect will provide the Commission the final plans and specifications for the project in an editable, electronic form. Further, the Architect will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified by the Commission for any damages resulting from any such future re-use or adaptation of the Work by having the Executive Director and Architect execute an Electronic File Transfer Agreement in the form attached to this Agreement as Exhibit C.

## **INDEMNIFICATION**

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

No official, employee or agent of the Commission shall be charged personally by Architect, or by any subcontractor or assignee of Architect, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of the Commission's execution or attempted execution of the Agreement, or because of any breach of the Agreement.

To the extent permissible by law, Architect waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Architect's obligations under this Article VIII, including any claim by any employee of Architect that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq., or any other law or judicial decision (such as Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). The Commission, however, does not waive any limitations it may have on its liability under the Illinois Workers' Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, the Illinois Pension Code, or any other statute.

#### **INSURANCE MAINTAINED BY THE ARCHITECT**

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

#### **DEFAULT**

Events of Default. Each of the following occurrences constitutes an Event of Default by the Architect under the Agreement:

Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Architect by the Commission;

Any representation or warranty of the Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;

The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files

a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;

Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.

The Architect's material failure to perform any of its obligations under the Agreement, including any of the following:

Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to Schedule C in this Agreement;

Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;

Discontinuance of the Services for reasons within the Architect's reasonable control; or

Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.

The Architect shall have a ten day period to cure following written notice for the events of default listed here.

Any change in ownership or control of the Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.

The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, the Chicago Public Schools or the Chicago Park District. Architect acknowledges that in event of a default under the Agreement the Commission may also declare a default under any such other agreements.



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

Remedies Not Exclusive. No right or remedy in the Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

## **CLAIMS AND DISPUTES**

General. All Claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract will first be presented to the Authorized Commission Representative. The Architect will present all disputes which can not be resolved, by discussion with the Authorized Commission Representative, to the Executive Director for final determination, subject to Section 11.04 below.

Claim Procedure. The Architect will make all requests for determination of claims in writing, specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Architect; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Authorized Commission Representative will have 30 business days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the claim by agreement, but if a negotiated resolution is not achieved, the Authorized Commission Representative must provide a written ruling within 60 days of receipt of the Claim. However, if the Architect agrees in writing, an extension not to exceed sixty (60) days may be granted by the Executive Director. The Dispute must be filed within thirty (30) days of the receipt of the ruling by the Authorized Commission Representative.

Dispute Procedure. In the event that the Authorized Commission Representative and Architect can not resolve the Claim, the Architect may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 11.02 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than 45 business days after receipt of the response by the Commission Representative was filed or was due unless the Executive Director notifies the Architect that additional time for the decision is necessary. The Architect must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Architect disagrees with the Executive Director's final decision, the Architect may file, a common law writ of certiorari in the Circuit Court of Cook County which shall be the sole and exclusive judicial remedy of the Architect. However, the Architect must have followed the procedures in this section as a condition precedent to filing a common law writ of certiorari. The Architect shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

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

## **CONFIDENTIALITY**

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

Architect acknowledges and understands that the Deliverables required by the Commission pursuant to this Agreement include the documents that the Commission will use to solicit bids for the construction of [name of project]. It is of the utmost importance to the Commission that any and all information pertinent to such bids not be divulged to any third parties prior to the opening of bids for the Project. Accordingly, Architect and its subcontractors, of any tier, are expressly prohibited from divulging any information that might materially impact a bid for the Project to any person or individual that is not a party to this Agreement. Architect acknowledges and agrees that its obligations to the Commission with respect to information pertinent to bidding on the Project are those of a fiduciary, and that the Commission will hold Architect to the standard of care of a fiduciary in this respect.

## **ASSIGNMENT**

The Architect acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Architect and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Architect, in whole or in

part, without the prior written approval of the Commission. For purposes of this paragraph, if the Architect undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Architect during any 12-month period. In the event of an assignment by the Architect without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Architect further acknowledges that the Architect represented to the Commission the availability of certain members of the Architect's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Architect must so notify the Commission in writing, and must assign other qualified members of the Architect's staff, as approved by the Commission, to the Project.

## RELATIONSHIP OF PARTIES

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

## GENERAL

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

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

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

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

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

Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Architect at their respective addresses set forth above, as appropriate. If given as

provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Architect may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

ATTACHMENT F – DISCLOSURE OF RETAINED PARTIES  
 REQUEST FOR QUALIFICATIONS  
 DESIGN ARCHITECT  
 LANDSCAPE & SITE DESIGN SERVICES  
 PS1806

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: \_\_\_\_\_  
 Description or goods or services to be provided under Contract: \_\_\_\_\_  
 \_\_\_\_\_
2. Name of Consultant: \_\_\_\_\_
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

4. The Consultant understands and agrees as follows:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name ( Type or Print)

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public



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

Names of all officers of corporation or LLC		Names of all directors of corporation	
(or attach list):		(or attach list):	
Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

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

\_\_\_\_\_.

g. For LLC's identify each member:

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

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

If "yes" provide the above information, as applicable, for each such corporation or entity.



**SECTION 2. PARTNERSHIPS**

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

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

**SECTION 3. SOLE PROPRIETORSHIP**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

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

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

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

- a. State of incorporation \_\_\_\_\_
- b. Name of all officers and directors of corporation (or attach list):

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

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

**II. MBE/WBE INFORMATION**

Is Company a certified minority or woman business enterprise? Yes \_\_\_ No \_\_\_\_\_  
 If yes, check one: MBE \_\_\_ WBE \_\_\_\_\_

Certified by: \_\_\_\_\_  
 (Governmental Body or Agency)

Date of Certification \_\_\_\_\_

**III. LICENSING**

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

Category	Registered License (or license number)	Organization issuing License	Intend to Perform? Yes/No
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**IV. INSURANCE**

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in **ATTACHMENT E - INSURANCE REQUIREMENTS**.

**COMMITMENT TO COMPLY WITH THE INDEMNIFICATION PROVISIONS IN THE AGREEMENT AND ALL OTHER REQUIREMENTS.**

I/We \_\_\_\_\_ an authorized representative of the Respondent agree to comply with indemnification provisions and all other requirements.

Signed by: \_\_\_\_\_

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

**V. ANTI-COLLUSION**

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

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

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

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_ (Name) as \_\_\_\_\_ (Title) of

\_\_\_\_\_ (Bidder/Proposer or Contractor)

EXHIBIT 1  
 KEY TEAM MEMBERS MATRIX  
 REQUEST FOR QUALIFICATIONS FOR DESIGN ARCHITECT  
 LANDSCAPE SITE DESIGN SERVICES  
 PS1806

KEY PERSONNEL NAME/FIRM	ROLE IN TEAM (PRIME OR SUBCONSULTANT)	REQUIRED KEY PERSONNEL	NUMBER OF YEARS WITH FIRM	NUMBER OF TOTAL YEARS OF PROFESSIONAL EXPERIENCE	CATEGORIES OF EXPERTISE AS DEFINED IN SECTION 4.3.D NUMBER OF PROJECTS COMPLETED WITHIN THE LAST 5 YEARS			COMMENTS
					CAMPUS PARKS: approximate construction cost range between <b>\$100,000 - \$10,000,000</b>	PLAYGROUNDS: approximate construction cost range between <b>\$100,000 - \$1,000,000</b>	SITE DEVELOPMENT: approximate cost range between <b>\$100,000</b> - <b>\$10,000,000</b>	
		CORPORATE EXECUTIVE						
		LANDSCAPE ARCHITECT, PROJECT MANAGER						
		CIVIL ENGINEER						
		SUSTAINABILITY (LEED) CONSULTANT						

**SAMPLE FORM**