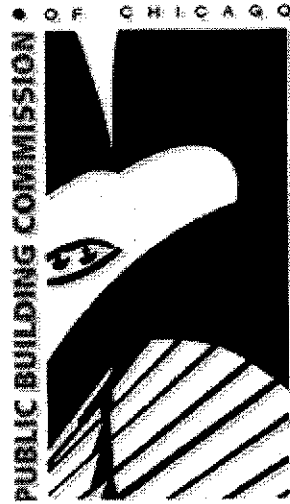


PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1145

with

JOHN RONAN ARCHITECTS and DeSTEFANO AND
PARTNERS a JOINT VENTURE
TO PROVIDE THE SERVICES OF
ARCHITECT and ARCHITECT OF RECORD

for

KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL

CHICAGO, ILLINOIS

Mayor Richard M. Daley
Chairman

Erin Lavin Cabonargi
Executive Director

Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

EXECUTION PAGE

PROFESSIONAL SERVICES AGREEMENT NO. PS1145

Architect and Architect of Record

for

Kelly, Curie, Gage park Area High School High School

THIS AGREEMENT effective as of September 7, 2007, (the "Effective Date") 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 John Ronan Architects and DeStefano and Partners, a joint venture with offices at 320 West Ohio Street 4E, Chicago, IL 60610, (the "**Architect**"), at Chicago, Illinois.

Background Information – Recitals:

Whereas, the Commission, on behalf of the Chicago Public Schools (referred to in this Agreement as the "User Agency"), intends to undertake the design and construction of the **Kelly, Curie, Gage Park Area High School** in Chicago, Illinois ("Project").

Whereas, the Commission requires certain professional architectural services ("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 Services generally consist of developing or improving upon existing prototypical designs for high schools. The Architect will refine existing design standards and specifications, and develop new standards and specifications as required. The Architect will provide oversight and review for compliance with prototypical design details and specifications. The Architect will produce and stamp detailed design and specifications (collectively, the "Construction Documents") to be incorporated within the Commission's bid documents for the Project, and review and reply to all contractor requests for information, shop drawings and as-built drawings throughout the Project.

Whereas, the Architect has consulted with the Commission and the User Agency, and taken such other actions as the Architect deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Services.

Whereas, the Architect represents that it is qualified and competent by education, training and experience to prepare drawings, specifications and construction documents necessary to complete the Services in accordance with standards of reasonable professional skill and diligence, and in accordance with the terms and conditions of this Agreement, and is ready, willing and able to perform the Services.

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

Whereas, the Commission has relied upon the Architect's representations in selecting the Architect to perform the Services.

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

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

Richard M. Daley
Richard M. Daley
Chairman

Date: _____

Attest:

Edgwick Johnson
Edgwick Johnson
Secretary

ARCHITECT, John Ronan Architects and DeStefano and Partners, a joint venture:

John Ronan
John Ronan
James R. DeStefano
James R. DeStefano

Date: *24 MARCH 2008*

Date: *MARCH 24, 2008*

County of: *Cook*

State of: *Illinois*

Subscribed and sworn to before me by *James R. DeStefano* and *John Ronan* on behalf of the Architect this *24th* day of *March, 2008*.

Connie A. Miller

Notary Public
My Commission expires:



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RECEIVED
U.S. COMMISSION ON CIVIL RIGHTS
WASHINGTON, D.C.

Article I. INCORPORATION OF RECITALS AND DOCUMENTS

Section 1.01 The matters recited above, the "Background Information-Recitals," are incorporated in and made a part of this Agreement.

Section 1.02 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.

Article II. DEFINITIONS AND USAGE

Section 2.01 Definitions. The following phrases have the following meanings for purposes of the Agreement:

- (a) **Agreement.** This Agreement for Architect and 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.
- (b) **Architect and Architect of Record.** John Ronan Architects and DeStefano and Partners, a Joint Venture, assigned to provide design and Architect-of-Record services on the Project.
- (c) **Authorized Commission Representatives.** One or more persons designated in writing by the Executive Director for the purposes of managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
- (d) **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.
- (e) **Construction Budget.** The Construction Budget for this Project is \$60,000,000.
- (e) **Additional Services.** Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.
- (f) **Contract Documents.** All of the Contract documents for the construction and improvement of the Projects including the Bidding Instructions, Standard Terms and Conditions for Construction Contracts, Technical Specifications, Drawings, Addenda, Bulletins and Modifications to those parts.
- (g) **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (h) **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.
- (i) **Key Personnel.** Those job titles and individuals identified in Schedule F.

- (j) Project. Kelly, Curie, Gage Park Area High School.
- (k) 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.
- (l) 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.
- (m) Task Order. A formal, written request by the Commission, signed by the Executive Director, for the Architect to provide specific Services under this Agreement.
- (n) 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.

Section 2.02 Usage and Conventions

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

Article III. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

Section 3.01 Engagement. The Commission engages Architect, and Architect accepts the engagement, to provide the Services as set forth more particularly in Schedule A to this Agreement, as those Services may be changed by an Amendment to the Agreement as provided in Section 3.03 below.

Section 3.02 Performance Standard.

- (a) The Architect represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Architect 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.
- (b) The Architect must ensure that all Services that require the exercise of professional skills or judgment are accomplished or supervised 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.

- (c) Architect acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Architect must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Architect must at all times act in the best interests of the Commission and User Agency consistent with Architect's professional obligations assumed by Architect in entering into this Agreement. Architect promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests. Architect must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission.
- (d) In performing the Services under this Agreement, Architect shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Architect is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
- (e) 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.
- (f) If the Architect fails to comply with its 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.
- (g) Evaluations of the Commission's budget for the Projects, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Commission has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

Section 3.03 Changes to the Services. 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 the 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.

Article IV. DUTIES AND OBLIGATIONS OF THE ARCHITECT

Section 4.01 Key Personnel. On executing this Agreement, Architect shall promptly designate, and thereafter update such designation as necessary, the person on Architect's behalf to serve as day-to-day liaison for contractual matters. Architect shall also promptly designate its Key Personnel for the performance of the Services, which titles and individuals shall be listed in Schedule F, attached hereto. 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. Upon that notice, the 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.

Section 4.02 Nondiscrimination. In performing under this Agreement the Architect will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42

U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq.; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Architect will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

Section 4.03 Employment Procedures; Preferences and Compliance. Salaries of employees of the Architect performing Services under this Agreement will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Architect will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et seq. If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Architect, out of payments due to the Architect, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Architect to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

Section 4.04 Compliance with Policies Concerning MBE and WBE. 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 total amount to be paid to Architect for the performance of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission. Architect shall furnish to the Commission such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

Section 4.05 Records. The Architect must maintain accurate and complete records of expenditures, costs and time incurred by the Architect and by subcontractors and/or 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.

Section 4.06 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.

Article V. TERM

Section 5.01 Duration. The term of the Agreement begins on the Effective Date of Services as set forth above, and, subject to the provisions in this section, expires upon completion of the Services and acceptance of the Deliverables by the Commission.

Section 5.02 Time is of the Essence. Architect must perform the Services promptly and diligently, in accordance with the Commission's schedule for the Project, which the Commission may reasonably amend from time to time.

Section 5.03 Coordination. Architect must coordinate its Services with the work of the Commission's other contractors and consultants, if any, and the User Agency, so as to minimize delays or interference that may otherwise occur in completion of any part of the Project.

Section 5.04 No Damages for Delay. Architect is not entitled to and must not include any charges or claims for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. If Architect's performance of the Services is delayed by causes beyond the reasonable control of Architect, the Commission may extend the time to complete the Services to reflect the extent of the delay (if such extension is feasible given Project deadlines), provided Architect has provided the Commission written notice within ten (10) days of the beginning of the delay. The notice must include a description of the reasons for the delay, and the steps Architect has taken or will take to mitigate the effects of the delay. The Commission does not waive any of its rights by permitting Architect to proceed to complete its Services, or any part thereof, after the revised completion date.

Article VI. 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.

Article VII. OBLIGATIONS AND RIGHTS OF COMMISSION

Section 7.01 Obligations. 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 obligations, in addition to those that may be provided elsewhere in the Agreement:

- (a) Information. The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.
- (b) Review of Documents. Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.
- (c) Site Data. To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
 - (i) 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.
 - (ii) A certified title.
 - (iii) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements
 - (iv) Title information as to restrictions, easements, zoning and deed restrictions.
 - (v) Information concerning availability of both public and service and utility lines. See Schedule A for more details.
 - (vi) 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.

- (d) Tests and Reports. To the extent that the Commission possesses such information, 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. 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.

Section 7.02 Right to Audit. Architect shall keep and maintain separate, complete, accurate and detailed books and records reflecting and fully disclosing (i) all costs and out-of-pocket expenses incurred, and (ii) all revenues billed and received in the performance of the Services. All such books and records shall be kept for a period of five (5) years after the expiration or termination of this Agreement, and shall be available at a location in Chicago, Illinois for inspection, copying, audit and examination by any authorized representative of the Commission or User Agency. Architect shall incorporate this right to inspect, copy, audit and examine all books and records into all subcontracts entered into by Architect with respect to the Services. Upon the Commission's request, Architect shall promptly furnish all such books and records to the Commission.

Section 7.03 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.

- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

Section 7.04 Right to Assign Agreement. Architect acknowledges and hereby agrees that the Commission may assign the Agreement at any time to the City of Chicago or the User Agency without the need for further action or approval by Architect. The Commission shall provide Architect timely notice of any such assignment.

Article VIII. INDEMNIFICATION

Section 8.01 Indemnification. Notwithstanding any other terms and conditions of this Agreement, including any obligations regarding insurance coverage, Architect agrees to indemnify, and hold harmless the Commission, its officers, employees and agents, against any and all claims, suits, judgments, damages, liabilities, costs or expenses, including reasonable attorneys' fees, arising out of, or in connection with, any negligent error, omission, or other act, including but not limited to intentional or willful conduct, of Architect, its employees, agents or assignees, or of any person employed, assigned or engaged by Architect to assist Architect in performing the Services.

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.

Architect's defense, indemnification and hold harmless obligations to the Commission indemnitees will remain an affirmative obligation of Architect unless and until a court of competent jurisdiction finally determines otherwise, and all opportunities for appeal have been exhausted or have lapsed. The terms of this Article VIII will survive the termination or expiration of this Agreement.

Section 8.02 No Limitation by Insurance. The insurance required to be carried by Architect pursuant to Article IX below, or the insurance carried by any party indemnified by Architect pursuant to this Agreement, in no way limits or relieves Architect of its duty to defend or indemnify. Architect may apply the proceeds of its insurance to satisfy Architect's obligations under this Article VIII.

Article IX. INSURANCE MAINTAINED BY THE ARCHITECT

The Architect will purchase and maintain at all times during the performance of Services, for the benefit of the Commission, the User Agency and the Architect, insurance coverage which will insure the Commission, the User Agency and the Architect against claims and liabilities which could arise out of the performance of such Services, including the insurance coverages set forth in Schedule E to this Agreement. Architect must provide the Commission with original certificates of insurance evidencing the required coverage. Architect's insurance policies must name the following as insureds:

"Public Building Commission of Chicago, Chicago Public Schools, and the City of Chicago, their respective commissioners, officers, officials, employees, agents and consultants."

Article X. DEFAULT AND TERMINATION

Section 10.01 Events of Default. The Architect shall have a ten-day period to cure following written notice from the Executive Director for the events of default set forth below. Each of the following occurrences constitutes an Event of Default by the Architect under the Agreement:

- (a) Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement, 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;

(b) 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;

(c) 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;

(d) 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 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.

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

(i) Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services promptly, or failure 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;

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

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

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

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

(f) 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.

(g) 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 any other such agreement, the Commission may also declare a default under this Agreement.

Section 10.02 Remedies. If an Event of Default occurs and continues, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the

foregoing, the right to terminate the Agreement upon written notice to the 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 course 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.

Section 10.03 Remedies Not Exclusive. No right or remedy in the Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

Section 10.04 Termination for the Convenience of 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 reimbursement due to the Architect for periods up to the effective date of termination. The Commission may exercise any right of set-off regarding the Architect's failure to properly perform Services from any payments that may be due to Architect.

Section 10.05 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.

(a) During the period the Architect's performance is suspended, the Architect is not entitled to incur fees or bill the Commission, except for the Architect's time for participating in substantive meetings concerning the Project (but not for meetings to discuss the 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 such meetings at the request of the Commission is not considered to be resumption of the Architect's Services.

(b) If the Architect is required to resume its Services under this Agreement, the Commission will notify the Architect in writing, giving the 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 the Architect will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

Section 10.06 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 herein.

Section 10.07 Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a *force majeure* occurs, the

party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for the duration of the *force majeure*. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by *force majeure*, but, provided the Architect is not in default of any obligation of the Architect under the Agreement, the Commission will pay to the Architect, according to the terms of the Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension. The term "*force majeure*" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law.

Article XI. CLAIMS AND DISPUTES

Section 11.01 Architect's Obligation to Submit Claims and Disputes. 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 (collectively, "Claims") 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.

Section 11.02 Claim Procedure. The Architect will make all requests for determination of claims in writing, specifically referencing this Article XI, 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.

Section 11.03 Dispute Procedure. In the event that the Authorized Commission Representative and Architect can not resolve the Claim, the Architect may file a 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.

Section 11.04 Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than 45 business days after the response by the Authorized Commission Representative was filed or was due, unless the Executive Director notifies the Architect in writing 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.

Section 11.05 Architect Self-Help Prohibited. The Architect must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, making timely recommendations on general contractor claims, or promptly issuing 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 in carrying out its duties and responsibilities under the Agreement.

Article XII. 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 Projects or the Services. If the Architect is served with a *subpoena* requiring the production of documents or information which is deemed confidential, the Architect will immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the *subpoena*.

Article XIII. ASSIGNMENT OF THE AGREEMENT

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.

Article XIV. GENERAL CONDITIONS

Section 14.01 Architect's Authority. The Architect represents that its execution of the Agreement is authorized by a resolution of its Board of Directors, if a corporation, or similar governing body if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Architect have been made with complete and full authority to commit the Architect to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

Section 14.02 Counterparts. The Agreement may be executed in any number of counterparts, any of which will be deemed an original.

Section 14.03 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.

Section 14.04 Governing Law. The Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.

Section 14.05 No Waiver. The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.

Section 14.06 Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Architect at their respective addresses set forth above, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the second business day

after mailing, if given by mail. The Commission or the Architect may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

Section 14.07 Non-liability of Public Officials. No Commission Board member, employee, agent, officer, or official is personally liable to the Architect or its subcontractors, and the 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 the Architect or its subcontractors under this Agreement.

Section 14.08 Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

Section 14.09 Successors and Assigns. Except as otherwise provided in the Agreement, the Agreement is binding upon and inures to the benefit of each of the parties to the Agreement and their respective successors and assigns.

Section 14.10 Non-appropriation of Funds. If funds have not been appropriated, in whole 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.

SCHEDULE A

SCOPE OF SERVICES

**Chicago Public Schools – Kelly, Curie Gage Park Area High School High School
CHICAGO, ILLINOIS**

PS1145

The Architect will provide all Services required to complete the coordinated design of the Project. The term of this Agreement will terminate when all Services required have been completed to the reasonable satisfaction of the Commission.

Commencement Date of Services: September 7, 2007

The Architect will perform its Services promptly, with sufficient staffing to achieve the dates in Schedule C, Project Schedule.

The Authorized Commission Representative will assist the Commission in managing the Project and will have the authority, as specifically directed by the Executive Director, to act on its behalf.

The Services are separated into two parts: Phase I - Design/Engineering for Site Preparation and Phase II - Design/Engineering for (Building) Construction and Site Development. Phase I and Phase II are, in turn, each divided into phases: Schematic Design Phase; Design Development Phase; Construction Documents Phase; Bidding Phase; Construction 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. The Construction Budget for the building is \$60,000,000.

The Architect will use appropriate professional efforts to design the project to meet the criteria supplied by the authorized Commission representative in the form of the 'Owner's Project Requirements' (see Schedule B). These requirements include, but are not limited to, a spatial program, construction standards, specifications and guidelines. Any deviations from these requirements must be approved in writing.

The Scope of Services also includes the creation of the Urban Model High School Prototype for use at both South Shore Replacement High School and Kelly Curie Gage Park Area High School, as well as for use on future Chicago Public Schools high schools.

The scope of work for the site preparation design will include all work necessary to abate and demolish existing structures on the site as well as prepare the site both environmentally and geotechnically in order to implement the building construction and site development scope of work. The Site preparation scope of work will also require design of all utilities, to be brought within 5 feet of the building perimeter. Further, the scope of work will require the incorporation of recommendations made by the PBC retained environmental consultant and the recommendations of the PBC geotechnical consultant by the Architect as a reimbursable.

I. CONCEPTUAL DESIGN

A. [not applicable to this Project]

II. SCHEMATIC DESIGN

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

- A. Analysis of the requirements of the Project, established in the Conceptual Design Phase, including confirmation of the established conceptual design, the conditions of the site and the survey, design and construction durations, LEED certifications levels and achievement strategies, as well as the construction budgets for both Site Preparation and Building Construction scopes of work.
- B. Upon review of the Commission's Environmental Consultant's findings, develop a proposed Site Preparation scope of work coordinated with the geotechnical consultant findings and the proposed utility service connections into the new building. This proposed scope of work will be submitted to the Authorized Commission Representative for review and approval.
- C. Facilitate and document a sustainable design charrette and follow up sessions with participants as directed by the Authorized Commission Representative. The goal of the charrette is to confirm that the Project's target LEED™¹ rating of Silver is achievable and to develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible within the Construction Budget.
- D. Preparation of documents necessary to illustrate any required amendments to the public right of way.
- E. As required, prepare Request for Clarification submittals for PBC or User Agency questions.
- F. Preparation and presentation of Schematic Design options for the Project for review by the Commission and the User Agency. These options will include various User Agency departmental reviews.
- G. Preparation of plans, elevations, sections, outline specifications and narratives, as required, to describe the architectural, structural, mechanical, plumbing, fire protection and electrical aspects of the selected design option for preparation of the AOR's Estimate of Probable Construction Cost.
- H. In the event the AOR's Estimate of Probable Construction Cost exceeds the Construction Budget at the Schematic Design stage, the Architect will present one or more scope reduction alternatives, as directed by the Authorized Commission Representative, that can be delivered within the Construction Budget.
- I. Using a complete set of Schematic Design Documents (for both Site Preparation and Building Construction), reflecting all improvements and necessary cost and/or scope reduction items for the Project provide an updated Architect's Estimate of Probable Construction Cost containing:
 - 1. A narrative overview of the updated Architects Estimate of Probable Construction Cost compared to the Construction Budgets (or the Revised Construction Budgets established during Schematic Design).
 - 2. Architects Estimate of Probable Construction Cost must include a summary and division breakdown in CSI Format or other approved format. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.

¹Leadership in Energy and Environmental Design

3. A detailed comparison and reconciliation of the current and previous AOR's Estimate of Probable Construction Cost with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.
 4. A summary of all approved Construction Budget revisions.
 5. If the updated Architects Estimate of Probable Construction Cost exceeds the Construction Budget then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission until the correspondingly revised AOR's Estimate of Probable Construction Cost conforms to the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Authorized Commission Representative within a reasonable time (not to exceed 30 days) after notice and direction by the Authorized Commission Representative. The Services provided in this Section II. I. of Schedule A shall be provided by the Architect without compensation.
 6. If the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission. If requested by the Authorize Commission Representative, and subject to the execution of a written Amendment in accordance with Section 4.13 of this Agreement, Architect will be compensated for the Additional Services provided in this Section II. J. of Schedule A on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in Schedule D.
- J.. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, and the Mayor's Office for Persons with Disabilities.
- K. Conduct and prepare zoning analysis package for review by the Authorized Commission Representative. Assist the Authorized Commission Representative and its consultants as required for rezoning by by developing any required documentation and by participating in any meetings with City officials.
- L. Prepare and update code analysis package, including, but not limited to, the following components:
1. Occupancy classification
 2. Construction type
 3. Occupant load by area and floor
 4. Travel distances
 5. Exit types, units and widths
 6. Plubming fixture counts
 7. Loading berths and parking requirements
 8. Fire resistance requirements
- M. At completion of the Schematic Design, transmit two copies of the complete editable electronic version of the final milestone documents (drawings, narratives and outline specifications) via CD Rom to the Authorization Commission Representative for review and transmittal to the User Agency. Transmit hard copies of the documents as requested by the Authorized Commission Representative for review and transmittal to the User Agency.

Prepare a written and oral report of the Schematic Design phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative.

- N. Prepare and issue hard copies of the Schematic Design Drawings, Outline Specifications and Narratives to various stakeholders for the Schematic Design Milestone Review. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.
- O. Immediately upon the Authorized Commission Representative's review and written approval of the Deliverables of the Schematic Design Services phase, begin the next phase on the updated and approved schedule.
- P. Schematic Design Phase Deliverables include the following. Issue bound copies to the Authorized Commission Representative:
 - 1. Approval (Sign Off) Documentation;
 - 2. Site Preparation Schematic Design Documents and Estimate of Probable Construction Cost (broken down by CSI division or other approved format);
 - 3. Building Construction Construction Documents (including specifications) and Estimate of Probable Construction Costs (broken down by CSI division or other approved format);
 - 4. Updated LEED checklist;
 - 5. Stormwater analysis and Management Proposal;
 - 6. Proposed Public Right of Way Amendment Plan;
 - 7. Request for Clarification compilation and log;
 - 8. Compilation of issued Meeting Minutes;
 - 9. Issuance of zoning analysis package and required rezoning documentation;
 - 10. Issuance of code analysis package;
 - 11. Issuance of milestone packages (Site Preparation and Building Construction) for review; and
 - 12. Response to the milestone review comments.

III. DESIGN DEVELOPMENT

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

- A. Consistent with the approved Schematic Design phase Deliverables (including drawings and design studies), Architect will prepare plans, elevations and other drawings and outline specifications necessary to illustrate the size and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required (the "Design Development Documents").
- B. Preparation and presentation of documents necessary for User Agency departmental approvals (e.g. operations and maintenance, security, food service, various departmental representatives, etc.).

- C. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval (sign off required). The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.
- D. Develop a hardware and device location plan for Commission and User Agency review and approval (sign off required).
- E. Develop a signage plan and specifications for Commission and User Agency review and approval (sign-off required).
- F. Develop a Submittal and Closeout Matrix based upon contract document requirements. A template for matrix development will be provided by Authorized Commission Representative.
- G. Continue to develop of the Site Preparation Package inclusive of necessary environmental, geotechnical and site utility service termination, rerouting or connection scope of work.
- H. Using a complete set of Design Development Documents, (for both Site Preparation and Building Construction), reflecting all improvements and necessary cost and/or scope reduction items for the Project provide an updated AOR's Estimate of Probable Construction Cost containing:
 - 1. A narrative overview of the updated Architect's Estimate of Probable Construction Cost compared to the Construction Budgets (or the Revised Construction Budgets established during the previous phase).
 - 2. Architect's Estimate of Probable Construction Cost must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
 - 3. A detailed comparison and reconciliation of the current and previous Architect's Estimate of Probable Construction Cost with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.
 - 4. A summary of all approved Construction Budget revisions.
 - 5. If the updated Architect's Estimate of Probable Construction Cost exceeds the Construction Budget then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission until the correspondingly revised Architect's Estimate of Probable Construction Cost conforms to the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Authorized Commission Representative within a reasonable time (not to exceed 30 days) after notice and direction by the Authorized Commission Representative. The Services provided in this Section III. H. of Schedule A shall be provided by the Architect without compensation.

6. If the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission. If requested by the Authorize Commission Representative, and subject to the execution of a written Amendment in accordance with Section 3.03 of this Agreement, Architect will be compensated for the Additional Services provided in this Section III. H. of Schedule A on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in Schedule D.

- I. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, and the Mayor's Office for Persons with Disabilities.
- J. Conduct and prepare a zoning analysis package for review by the Authrozied Commission Representative. Assist the Authorized Commission Representative and its consultants as required for rezoning by by developing any required documentationand by participating in any meetings with City officials.
- K. Prepare and update code analysis package, including, but not limited to, the following components:
 - i. Occupancy classification
 - ii. Construction type
 - iii. Occupancy load by area and floor
 - iv. Travel distances
 - v. Exit types, units, and widths
 - vi. Plumbing fixture counts
 - vii. Loading berths and parking requirements
 - viii. Fire resistance requirements
- L. At completion of Design Development, transmit two copies of the complete editable electronic version of the final milestone documents (drawings, narratives and outline specifications) via CD Rom to the Authorization Commission Representative for review and transmittal to the User Agency. Transmit hard copies of the documents as requested by the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Design Development phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative.
- M. Prepare and issue hard copies of the Design Development Drawings, Outline Specifications and Narratives to various stakeholders for the Design Development Milestone Review. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.

- N. Immediately upon the Authorized Commission Representative's review and written approval of the Deliverables of the Design Development Services phase, begin the next phase on the updated and approved schedule.
- O. Design Development Phase Deliverables include the following. Issue bound copies to the Authorized Commission Representative:
 - 1. Approval (Sign Off) Documentation;
 - 2. Issuance of draft Hardware and Device Location Plan & Schedule
 - 3. Issuance of draft Signage Plan and Specifications
 - 4. Issuance of draft Submittal and Closeout Matrix
 - 5. Site Preparation Schematic Design Documents and Estimate of Probable Construction Cost (broken down by CSI division or other approved format);
 - 6. Building Construction Construction Documents (including specifications) and Estimate of Probable Construction Costs (broken down by CSI division or other approved format);
 - 7. Updated LEED checklist;
 - 8. Stormwater analysis and Management Proposal;
 - 9. Proposed Public Right of Way Amendment Plan;
 - 10. Request for Clarification compilation and log;
 - 11. Compilation of issued Meeting Minutes;
 - 12. Issuance of zoning analysis package and required rezoning documentation;
 - 13. Issuance of code analysis package;
 - 14. Issuance of milestone packages (Site Preparation and Building Construction) for review; and
 - 15. Response to the milestone review comments.

IV. CONSTRUCTION DOCUMENTS

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

- A. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews and estimates will be performed at 60%, 90% and 100% completion on the dates listed in Schedule C Project Schedule, including architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail construction industry standard elements required for the architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment and site work. At every milestone of completion, provide the Commission with editable electronic drawing files in the most current version of AutoCad as well as multiple hard copies at the direction of the Authorized Commission Representative.
- B. At the completion of each Construction Documents Phase for both Site Preparation and Building Construction (at 60%, 90% and 100%), and reflecting all improvements and necessary cost and/or scope reduction items for the Project, provide an updated Architect's Estimate of Probable Construction Cost containing:
 - 1. A narrative overview of the updated Architect's Estimate of Probably Construction Cost compared to the Construction Budgets (or the Revised Construction Budgets established during the previous phase.).
 - 2. Architect's Estimate of Probable Construction Cost must include a summary and division

breakdown in CSI Format or other approved format. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.

3. A detailed comparison and reconciliation of the current and previous Architect's component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.
4. A summary of all approved Construction Budget revisions.
5. If the updated Architect's Estimate of Probably Construction Cost exceeds the Construction Budget then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission until the Correspondingly revised Architect's Estimate of Probably Construction Cost conforms to the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Authorized Commission Representative within a reasonable time (not to exceed 30 days) after notice and direction by the Authorized Commission Representative. The Services provided in this Section IV.B. of Schedule A shall be provided by the Architect without compensation.
6. If the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications in a manner satisfactory to the Commission. If requested by the Authorized Commission Representative, and subject to the execution of a written Amendment in accordance with Section 3.03 of this Agreement, Architect will be compensated for the additional services provided in this Section IV.B. of Schedule A on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in Schedule D.

C. The Commission will review the Architect's performance in providing Construction Documents after the project has been bid ("Architects Scorecard"). The Architect will be required to attend a meeting to discuss this performance review.

D. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, the Bureau of Fire Prevention, Chicago Department of Transportation, and the Mayor's Office for Persons with Disabilities.

E. Conduct and prepare a code analysis package, including, but not limited to, the following components:

- i. Occupancy classification
- ii. Construction type
- iii. Occupant load by area and floor
- iv. Travel distances
- v. Exit types, units, and widths
- vi. Plumbing fixture counts
- vii. Loading berths and parking requirements
- viii. Fire resistance requirements

F. Update the Submittal and Closeout Matrix based upon contract document requirements.

G. At the completion of the each Construction Document phase milestone (60%, 90% and 100%), transmit two copies of the complete editable electronic version of the milestone

documents (drawings, narratives and outline specifications) via CD Rom to the Authorization Commission Representative for review and transmittal to the User Agency. Transmit hard copies of the documents as requested by the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Schematic Design phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative.

- H. Prepare and issue hard copies of the Construction Document phase milestone (60%, 90% and 100%), Drawings, Outline Specifications and Narratives to various stakeholders for the Schematic Design Milestone Review. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.
- I. Immediately upon the Authorized Commission Representative's review and written approval of the Deliverables of the Schematic Design Services phase, begin the next phase on the updated and approved schedule.
- J. Construction Document Deliverables for each milestone (60%, 90% & 100%) include the following. Issue bond copies to the Authorized Commission Representative:
 - 1. Approval (Sign Off) Documentation;
 - 2. Issue updated Submittal and Closeout Matrix;
 - 3. Site Preparation Schematic Design Documents and Estimate of Probable Construction Cost (broken down by CSI division or other approved format);
 - 4. Building Construction Construction Documents (including specifications) and Estimate of Probable Construction Costs (broken down by CSI division or other approved format);
 - 5. Updated LEED checklist;
 - 6. Stormwater analysis and Management Proposal;
 - 7. Proposed Public Right of Way Amendment Plan;
 - 8. Request for Clarification compilation and log;
 - 9. Compilation of issued Meeting Minutes;
 - 10. Issuance of zoning analysis package and required rezoning documentation;
 - 11. Issuance of code analysis package;
 - 12. Issuance of milestone packages (Site Preparation and Building Construction) for review; and
 - 13. Response to the milestone review comments.

V. COORDINATION DOCUMENTS

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

- A. Prior to submission of 90% Construction Documents to the Commission, Architect shall prepare coordination documents to confirm that the various elements of the design team's construction documents are sufficiently coordinated to support an accurate bid process and minimize the potential for change orders during the construction phase of the project. The Architect will resolve any known conflicts prior to issuing the Bid Set of documents. Coordination documents shall address the following, at a minimum:

1. Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.
 2. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
 3. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
- B. As required to manage discipline coordination, the Architect must prepare multi layered, color coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team. The Architect will provide reproducibles and CAD drawings files of these documents to the PBC.
- C. At a minimum the Architect must prepare a combination of elevation and plan detail sections in areas where large services and/or a significant concentration of smaller services share adjacent space. As part of the 60% Design Review, the Architect will propose for the PBC's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:
1. Above ceilings in corridors to confirm that services, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 2. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
 3. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
 4. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 5. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
- D. The Architect will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.

- E. The Architect will prepare documents that confirm that water supply, drainage, condensate lines, and vents for each required device, fixture, and piece of equipment are included in the design.
- F. The Architect will be responsible for the overall coordination review. As each coordination document is completed, the Architect will review and resolve significant conflicts. The Architect must resolve all known conflicts prior to issuing the bid documents. Any items where the Architect recommends leaving coordination to the construction contractor must be specifically reviewed by the Architect with the PBC's design review team.

VI. BIDDING PHASE SERVICES

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

- A. Assemble and review all Bid Documents required, including, but not limited to all drawings, and technical specifications, Commissioning Agent Design Intent and Commissioning Plan.
- B. Attend and document two Pre-Bid Conference Meetings. In addition to the general, open Pre-Bid Meeting, a technical working Pre-Bid Meeting will be for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.
- C. Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Consider and document all written requests for product substitutions before receipt of bids.
- D. Review bids and prepare an evaluation and recommendation for award relative to the Project and Construction Budget. Assist in finalizing the agreement(s) with the contractor(s) to construct the Project.
- E. If the lowest responsive responsible bid obtained exceeds the Construction Budget the Commission may either award the construction contract to the lowest responsive responsible bidder, or request that the Architect without additional compensation, make revisions of any or all of the Project including design, scope, quality, drawings, specifications, deletions and substitutions to the end that the construction cost not be in excess of the Construction Budget. All such revisions will be subject to the prior written approval of the Authorized Commission Representative. The right of the Commission to require such revision and re-bidding will not be exhausted by a single revision and re-bidding, but will be a continuing right until the lowest responsible bid received is within the Construction Budget.
- F. Assist the Commission, without additional compensation, in the solicitation of new bids.

VII. CONSTRUCTION PHASE SERVICES

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

- A. Attend and participate in regularly scheduled monthly "pencil draw" meetings for approval of contractor pay requests, weekly project meetings, and provide no less than 12 hours per week of periodic site observation.
- B. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

- C. Unless the Commission specifies in writing a shorter or longer time period, within 10 business days following receipt the Architect must comment upon and submit to the Commission for concurring approval requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.
- D. Provide and distribute Construction Documents and explanatory sketches required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
- E. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by field other unforeseen conditions and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
- F. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.
- G. Issue clarifications for proper execution of the work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Commission against any deviations or defects in the completed construction Work, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.
- H. Review the work to establish preliminary acceptance of the Project.
- I. Review the work to preliminary acceptance of the project.

VIII. PROJECT CLOSE OUT SERVICES

During the Project Close Out phase, the Architect shall provide the following Services:

- A. Conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.

- B. The Architect is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review punchlist items identified in the Contractor prepared initial punchlist. The AOR will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
- C. Oversee the Contractor's efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
- D. Oversee the Contractor's efforts to expedite the preparation and delivery of record ("as-built") drawings and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the marked-up set of drawings kept by the Contractor during the Project.
- E. Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
- F. Issue a final Submittal and Closeout Matrix indicating contractor compliance with all requirements documented in the contract documents.
- G. Post Construction Review. The Commission will review Architect's performance in providing services during construction after the project punch list is complete. The Architect will be required to attend a meeting to discuss the performance review.

IX. ADDITIONAL RESPONSIBILITIES AND REPRESENTATIONS WITHIN BASE SCOPE

Architect shall:

- A. The Architect is solely responsible for the development for the document of all project specifications. Specifications must comply with the following criteria. On projects where template specifications have been furnished by the Commission, the Architect is responsible to amend any template specifications sections which do not adhere to the following criteria:
 - 1. Specifications will follow a performance outline format.
 - 2. Specifications will cite a minimum of three acceptable manufacturers.
 - 3. No proprietary specifications will be allowed without written authorization from the Authorized Commission Representative.
 - 4. On projects where template specifications have been provided. The Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verification that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials, or specialty items must be approved in writing on projects where template specifications have been provided.
- B. Facilitate and document the value engineering process. Evaluate proposed building systems as to quality, first cost and life cycle cost, constructability, material and product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.

C. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, permits, licenses, fees, or other approvals, as applicable, that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project.

D. Oversee the Contractor's procurement and assembly of all required permits, licenses, and certificates from the contractor and arrange delivery of same to the Commission.

E. Energy Simulation Modeling Using Department of Energy DOE 2 Software. Using the DOE2 Energy Modeling Software, model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Public Building Commission.

F. The Architect will be responsible for infrastructure coordination and design integration of any owner furnished furniture, fixture and equipment (e.g. furniturerem, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels or geothermal panels, public art).

G. The Architect will be responsible for the coordination and design of any owner directed system controls and requirments (e.g. building automation systems/global building monitoring systems).

H. The Architect will be responsible for assisting the Commission with any documentation and coordination necessary to facilitate amendments to the public right of way.

I. Architect will be responsible for utility coordination and Public Infrastructure aspects of the project including, but not limited to the following:

1. Present the project to the Commission's Utility Roundtable Meeting attend by each public utility and coordinated by the PBC Deputy Director of Utility Coordination. The Architect will assist the Deputy Director of Utility Coordination as necessary.
2. Meet with Engineers from Commonwealth Edison to determine if infrastructure
3. relocations will be required. Provide the necessary assistance and coordination for the relocations.
4. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
5. Meet with Engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocations.
6. Provide AT&T the voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
7. Meet with Peoples Energy to determine if gas service relocations will be required. Provide the necessary assistance and coordination for the relocations.
8. Meet with Peoples Energy to determine new gas service requirements. Provide the necessary assistance and coordination for the new service
9. Meet with the Department of Water Management to review and gain approval of water service and sewer design. Provide the necessary assistance and coordination for the new service
10. Meet with Engineers from the City Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.

X. ADDITIONAL SERVICES (OUTSIDE OF BASE SCOPE)

The following Additional Services may be authorized in writing by the Commission. If requested by the Authorize Commission Representative, and subject to the execution of a written Amendment in accordance with Section 4.13 of this Agreement, Architect will be compensated for the Additional Services on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in Schedule D:

- A. Architect's On-site Observation in Excess of Obligations During Construction Phase. Architect may be required to assign qualified on-site representatives acceptable to the Commission during such times as construction is in progress for the purpose of periodic on-site observation of the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before full completion of the wirhout prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
- B. Architect may be required to provide detailed specifications and coordinate the bidding and installation of Fixtures, Furnishings and Equipment (FF&E) not covered in the Project, sculpture, murals and other related features and special equipment not included in the construction contract.
- C. Architect may be required to provide consultation concerning replacement of any work damaged or destroyed by fire or other cause during construction and furnish additional services as may be required in connection with the replacement of the work.
- D. Architect may be required to provide additional services made necessary by the default of the contractor in the performance of the construction contract.

**SCHEDULE B
OWNER PROVIDED PROJECT REQUIREMENTS**

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SCHEDULE C
Chicago Public Schools – Kelly, Curie Gage Park Area High School High School
PROJECT SCHEDULE

A. Site Preparation: Schematic Design Phase:

Schematic Design: Schematic Design documents shall be completed not later than November 5, 2007.

B. Site Preparation: Construction Documents Phase:

1. 75% Construction Documents: 75% Construction Documents shall be completed not later than December 4, 2007.

2. 100% Construction Documents. 100% Construction Documents shall be completed not later than March 22, 2008.

C. Site Preparation: Construction Phase Services:

Site Preparation work is anticipated to complete not later than July 15, 2008.

D. Building: Schematic Design Phase:

Schematic Design: Schematic Design documents shall be completed not later than October 30, 2007.

E. Building: Design Development Phase:

Design Development Documents shall be completed not later than January 29, 2008.

F. Building: Construction Documents Phase:

1. 60% Construction Documents: 60% Construction Documents shall be completed within 14 calendar days after the date of written approval of the Design Development Phase issued by the Authorized Commission Representative.

2. 90% Construction Documents. 90% Construction Documents shall be completed within 60 calendar days after the date Architect receives final written comments on its 60% Construction Documents Deliverable issued by the Authorized Commission Representative.

3. 100% Construction Documents. 100% Construction Documents shall be completed within 21 calendar days after the date Architect receives final written comments on its 90% Construction Documents Deliverable issued by the Authorized Commission Representative.

G. Building: Bid and Award Phase:

The Bid and Award phase of the project, from bid advertisement to bid opening through final contract award, is anticipated to require 60 [#] calendar days to complete.

H. Building: Construction Phase Services:

Construction of the Project building is anticipated to require 630 calendar days to complete after issuance of Notice to Proceed to the contractor.

I. Building: Time of Completion

Time of completion for the Schematic Design, Design Development 60%, 90%, and 100% Construction Documents, Bid and Award, and Construction Phase Services to be provided shall be as stated above. Any time adjustments to the above phases shall be authorized in writing by the Commission.

J. The Architect

The Architect shall perform the requested services based on the terms and conditions stated in this Agreement.

SCHEDULE D - COMPENSATION
Architect And Architect Of Record Services For
Kelly, Curie, Gage Park Area High School
PS1145

I. ARCHITECT'S FEE

A. The Commission shall pay the Architect for the satisfactory performance of the Services a Fixed Fee ("Fee") of **\$4,240,000.00**. The Fee will be allocated and payments made monthly on a *pro rata* basis as follows:

Allocation of Fee:

Site Preparation **\$240,000.00**

75% Construction Documents	50%
100% Construction Documents	20%
Construction Phase Services	25%
Project Close-out	5%

Design/ Engineering of Building Construction of Site Development: **\$4,000,000.00**

Schematic Design	15%
Design Development	20%
Construction Documents	35%
Bidding Phase Services	5%
Construction Phase Services	20%
Project Close-out	5%

B. Architect's Fee will include core consultant's (Structural, civil, MEP, Cost, LEED Landscape, Interiors, and Fire Protection) profit, overhead, general conditions, and all items not specifically identified as Reimbursable Expenses.

II. BILLING RATES AND COMEPNSATION FOR ADDITIONAL SERVICES

A. The Commission shall compensate the Architect for Additional Services on either a negotiated Lump Sum Fee basis or a Time Card Not-to-Exceed Fee basis as agreed to by the Architect and approved by the Commission in the form of an Amendment issued in accordance with Section 4.13 of this Agreement. In the case of Time Card billings, rates of reimbursement for the Architect's employees (and employees of any Subconsultant performing Additional Services) will be the actual base salaries paid to the specific employee performing the services times a 2.8 multiplier.

The 2.8 multiplier will fully compensate the Architect for all direct and indirect costs associated with the Additional Services. Indirect costs included in the multiplier shall constitute full and

complete compensation to the Architect for labor burden costs (including workers compensation insurance, FICA, SUTA, health benefits, long term disability benefits, pensions and similar contribution and other statutory and non-statutory employee benefits), indirect administrative expenses, general and administrative expenses, overhead, additional premium costs for insurance (including but not limited to general liability, professional liability, valuable papers and automobile, but excluding additional insurance premium costs for specialty consultants and Subcontractors), computer and related charges, postage and handling charges, parking and mileage charges, telephone service (including local calling charges), profit, and all items not specifically identified below as "Reimbursable Expenses."

IV. REIMBURSABLE EXPENSES

- A. "Reimbursable Expenses" as referred to in this Agreement, are actual expenditures at cost without mark-up or surcharge, incurred by the Architect, and required for the Services. Reimbursable Expenses must be supported with proper documentation in the form of itemized invoices which include a notation stating the Project-related purpose of the expenditure.

The following will be considered Reimbursable Expenses:

1. Plotting, printing, reproduction and distribution of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission.
2. Printing and distribution costs associated with shop drawing and submittal reviews during construction.

Plotting, printing and distribution of drawings and specifications for the purpose of coordination between members of the Architect's team, or otherwise incidental to the Architect's Services are not Reimbursable Expenses.

Office and administrative expenses, including telephone system expenses, photocopying, duplicating costs, postage, office & drafting supplies, fax and delivery services (except as noted above in A. 1. and A. 2. are not Reimbursable Expenses.

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

1. Expense of transportation and living of principals and employees traveling in connection with the Project, but not including travel and expense to and from the job site or within a 50-mile radius of downtown Chicago. Travel expenses include coach air fare, hotel and per diem costs, auto rental, fuel and insurance, and must be supported with proper documentation in the form of itemized invoices.
2. Fees and costs of special consulting services requested by the Commission such as acoustical, theater, food service, masonry, roofing, natatorium, lighting, hardware and elevator consultants will be paid as a reimbursable expense. Civil, structural, mechanical, electrical, plumbing and fire protection engineering services as well as LEED costs and landscape services are included within the Fixed Fee .
3. Costs for rental or purchase of special items or equipment requested by the Commission.
4. Fees and costs to secure necessary permits or civil agency approvals, including permit fees and expenditure fees.
5. Costs of surveys, geotechnical and environmental technical testing and reports.
6. Provided that the written approval of the Commission's Authorized Representative is obtained in advance of the incurring of any such expense, and such expense is to be reimbursed on a Lump Sum basis, other Project-related costs may be included as Reimbursable Expenses.

- C. Reimbursable Expenses shall not exceed \$300,000.00 except as approved by the Commission in the form of an Amendment issued in accordance with Section 4.13 of this Agreement.
- D. Reimbursable Consultant Fees shall be approved on a case by case basis, and shall not exceed \$802,400 without the written authorization of the Commission.

V. METHOD OF PAYMENT

- 1. Invoices. Once each month, the Architect will submit an invoice to the Authorized Commission Representative for Services performed during the preceding month with the exception of Project Close-out phase services that will be paid in one lump sum after the completion Date of Services.

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

Each monthly invoice must contain billing for all hours and costs expended during the period stated in the invoice. In the event that the Architect does not know some of the hours and costs of its Subconsultants at the time of billing, the Consultant must provide the name of the Subconsultant and the estimated hours and costs that were expended by the Subconsultant as an attachment to the monthly invoice. The billing for the Subconsultant must then be made part of the next monthly invoice. Failure to provide the estimated hours for Subconsultants billing as an attachment to the invoice in the month the services were provided or failure to include the actual Subconsultant's billing in the subsequent month's invoice will constitute a waiver of the billing.

The Architect also agrees that, subject of the exception above, it will not submit a subsequent invoice for any monthly period for which it has already submitted an invoice.

The Architect will have all of its invoices contain the statement below followed by the signature of the individual who has authority to make this representation. **"The billing in this invoice represents all hours and costs expended for professional services by Architect and its Subconsultants during the period stated for Architect and each Subconsultant, respectively, in this invoice. If any services for the indicated invoice period have not been included, the estimated hours, estimated costs, and the individual(s) or company providing the services is attached. Those services and costs will be included in either the next monthly invoice or subsequent monthly invoice or Architect acknowledges they are waived. By submitting this invoice Architect acknowledges that it will not submit an invoice in the future for any hours or costs expended during this billing period or any prior billing period subject to the exception stated above."**

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

VI. INVOICING

The Architect will submit an original and copies of its monthly invoice to the Authorized Commission Representative for approval. Invoices should be issued directly to the following address:

SCHEDULE E
INSURANCE REQUIREMENTS
Architect for CPS High Schools
Kelly, Curie Gage Park Area High School High School
PS 1145

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

E.1. INSURANCE TO BE PROVIDED:

E.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.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission, Board of Education of the City of Chicago and the City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

If work is on or within on 50 feet of railroad property, such insurance shall have a minimum combined single limit of \$5 million per occurrence with an aggregate limit of \$10 million per annual policy period with no deductible and said insurance shall be deemed primary as it relates to this Agreement with the Railroad Exclusion deleted or in the alternative the Contractor may obtain a Railroad Protective Liability Policy (See E.1.8) with the same minimum limits.

Subcontractors performing work for Architect must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

E.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Architect must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Commission, Board of Education of the City of Chicago and the City of Chicago must be named as additional insureds on a primary, non-contributory basis.

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

E.1.4. Professional Liability

When any Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

E.1.5. Property

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

E.1.6. Valuable Papers

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

E.1.7 Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than \$2,000,000 per occurrence. Coverage must include 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 Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Board of Education of the City of Chicago and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

E.1.8 Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Architect must provide or cause to be provided, with respect to the operations that Architect or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

ADDITIONAL REQUIREMENTS

The Architect must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Architect must submit evidence of insurance to the 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 Architect is not a waiver by the Commission of any requirements for the Architect to obtain and maintain the specified insurance. The Architect will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Architect of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the 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 Architect and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if coverage is

substantially changed, canceled, or non-renewed.

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

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

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

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

Any insurance or self-insurance programs maintained by the Commission, Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Architect under the Agreement.

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

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

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

At no additional cost to the PBC, the Architect of Record may request to be named as additional insured to the Contractor's policy, and must be responsible for monitoring their additional insured compliance.

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

SCHEDULE F
KEY PERSONNEL
Architect for CPS High Schools

DeStefano and Partners, Ltd.

James R. DeStefano	Principal-in-Charge
Mary Ann Van Hook	Management Principal, Liaison for Contractual Matters
Rebecca Callcott	Technical Principal
Timothy Blatner	Senior Technical Architect
Gabriela Miramon	Senior Project Manager
Sang Hoon Shin	Senior Project Architect
Srdjan Avram	Project Manager

John Ronan Architects

John Ronan	Lead Designer and Principal-in-Charge, Liaison for Contractual Matters
Evan Menk	Senior Technical Coordinator
Kevin Wineinger	Project Architect

SCHEDULE G
OTHER CONDITIONS
Architect for CPS High Schools

NONE

PUBLIC BUILDING COMMISSION OF CHICAGO

**EXHIBIT A
DISCLOSURE OF RETAINED PARTIES
Architect for CPS High Schools**

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" 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 Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Professional Services Agreement # PS1145
Description of goods or services to be provided under Contract: Architect and Architect of Record Services for Kelly, Curie, Gage Park Area High School
2. Name of Contractor: John Ronan Architect/DeStefano and Partners, Ltd. Joint Venture
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

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: X

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4. The Contractor 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 Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor 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 Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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


Signature

MARCH 27, 2008
Date

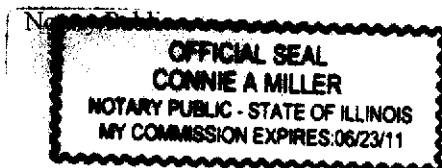
JAMES R. DESTEFANO
Name (Type or Print)

FRONTIER PRINCIPAL
Title

Subscribed and sworn to before me

this 24th day of March 2008

Connie C. Miller



OFFICIAL SEAL
CONNIE A MILLER
NOTARY PUBLIC - STATE OF TEXAS
MY COMMISSION EXPIRES 08/2011

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B
DISCLOSURE AFFIDAVIT
Architect for CPS High Schools

Name: John Ronan Architect/DeStefano and Partners, Ltd. Joint Venture

Address: 445 East Illinois Street, Suite 250, Chicago, IL 60611

Telephone No.: (312) 836-4321

Federal Employer I.D. #: 26-1561568 Social Security #: _____

Nature of Transaction:

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

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Architect is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned James R. DeStefano, as Primary Representative
(Name) (Title)

and on behalf of John Ronan Architect/DeStefano and Partners, Ltd. Joint Venture

("Bidder/ Proposer", "Consultant" or "Architect") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

- Bidder/Proposer/Architect is a:
- Corporation
 - Partnership
 - Joint Venture
 - Sole Proprietorship
 - LLC
 - LLP
 - Not-for-Profit Corporation
 - Other

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SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization _____

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

c. Names of all officers of corporation or LLC (or attach list): Names of all directors of corporation or LLC (or attach list):

Table with 4 columns: Name (Print or Type), Title (Print or Type), Name (Print or Type), Title (Print or Type). Includes three rows of blank lines for data entry.

d. 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.

Table with 3 columns: Name (Print or Type), Address, Ownership Interest. Includes three rows of blank lines for data entry.

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

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [] No []

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC

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is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Architect 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)

Table with 2 columns: Name of Partners (Print or Type) and Percentage Interest. Includes three rows of blank lines for input.

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Architect 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)

Three horizontal lines for entering the name(s) of the principal(s).

- 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)

Two horizontal lines for entering the name(s) and address(es) of the controlling party.

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

If the bidder/proposer or Architect 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)
DeStefano and Partners, Ltd. (50%)	445 East Illinois Street, Suite 250, Chicago IL 60611
John Ronan Architect LLC (50%)	320 West Ohio Street, 4E, Chicago IL 60610
_____	_____

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.

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II. ARCHITECT CERTIFICATION

A. ARCHITECT

1. The Architect, or any affiliated entities of the Architect, or any responsible official thereof, or any other official, agent or employee of the Architect, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Architect or agent, partner, employee or officer of the Architect is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Architect or any agent, partner, employee, or officer of the Architect is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Architect understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Architect certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

PUBLIC BUILDING COMMISSION OF CHICAGO

- b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Architect has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Architect at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Architect, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Architect will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Architect at this time, certifications substantially in the form of this certification. The Architect shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Architect, based on such certifications or any other information known or obtained by Architect, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Architect shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

PUBLIC BUILDING COMMISSION OF CHICAGO

3. For all subcontractors to be used in the performance of this contract or agreement, the Architect shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Architect shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Architect will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Architect is unable to obtain a certification substantially in the form of this certification.
5. The Architect hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Architect shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Architect is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Architect is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Architect has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Architect is unable to certify to any of the above statements [(Section II (C))], the Architect shall explain below. Attach additional pages if necessary.

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

4. If any subcontractors are to be used in the performance of this contract or agreement, the Architect shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

PUBLIC BUILDING COMMISSION OF CHICAGO

D. OTHER TAXES/FEES

- 1. The Architect is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
- 2. If Architect is unable to certify to the above statement, Architect shall explain below and attach additional sheets if necessary.

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

E. PUNISHMENT

A Architect who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

- 1. The Architect is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Architect been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
- 2. If the Architect cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Architect nor any affiliated entity of the Architect has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions

PUBLIC BUILDING COMMISSION OF CHICAGO

relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Architect cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

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

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

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Architect set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Architect. Furthermore, Architect shall comply with these certifications during the term and/or performance of the contract.

PUBLIC BUILDING COMMISSION OF CHICAGO

V. VERIFICATION

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

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

[Handwritten Signature]
Signature of Authorized Officer

JAMES R. DESTEFANO
Name of Authorized Officer (Print or Type)

Executive, Principal
Title

312 836 4321
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 24th day of March, 2008 by

James R. DeStefano (Name) as Primary Representative (Title) of

John Kanan Architect/DeStefano and Partners JV (Bidder/Proposer or Architect)

Connie A. Miller
Notary Public Signature and Seal



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Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

 **AIA** Document C801™ – 1993

**Joint Venture Agreement
for Professional Services**

AGREEMENT made as of the 7th day of September in the year of
(In words, indicate day, month and year)

BETWEEN the First Party:
(Name and address)

John Ronan Architect LLC
320 W Ohio Street, 4E
Chicago, IL 60610

and the Second Party:
(Name and address)

DeStefano and Partners, LTD
445 E Illinois Street, Suite 250
Chicago, IL 60611

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

John Ronan Architect/DeStefano and Partners. LTD

ADDITIONS AND DELETIONS:

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

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

It is the intention of the Parties to form this Joint Venture in order to enter into an agreement or agreements with the Public Building Commission of Chicago for professional services in connection with the following Projects:
(Include name, address and location of Project; name and address of Owner; and detailed description of scope.)

City of Chicago – Urban Model High Schools

Design Architect, Site Preparation Package and Architect of Record

1. South Shore Replacement High School

(Table deleted)

2. Kelly, Curie, Gage Park Area High School

Design Architect, Site Preparation Package and Peer Reviews

3. Back of the Yards Area High School

4. South East Area High School

5. South Side Area High School

6. South West Area High School

7. AG West High School

The Parties agree as set forth below.

Init.

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User Notes:

(1168030188)

ARTICLE 1 RIGHTS OF THE PARTIES

§ 1.1 The Terms and Conditions of this Agreement shall govern the relationship of the Parties and the rendering of services required under this Agreement and under any subsequent agreement with the Owner relating to the Project. The agreement or agreements with the Owner shall be referred to as the "Project Agreement."

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

§ 2.1 The Parties shall share, in the manner provided in this Agreement, the general obligations and responsibilities for professional services to be performed under the Project Agreement in the manner provided in this Agreement.

§ 2.2 Each Party shall perform the specific services required of it as set forth in Article 16.

§ 2.3 Neither Party to this Agreement shall enter into a separate agreement with the Owner for professional services in connection with this Project without the approval of the other Party.

§ 2.4 The relationship between the Parties shall constitute a joint venture for the performance of the services required of the Joint Venture under the Project Agreement. The services required of each Party to the Joint Venture shall be limited to the performance of services required in this Agreement.

§ 2.5 The Parties intend that the responsibilities and obligations, financial and otherwise, assumed under this Agreement shall be borne by each in proportion to their participation as provided in Section 18.1, or as may be otherwise described in this Agreement. If for any reason any Party shall limit its participation in responsibilities and obligations to less than that described in this Agreement, its respective share of compensation under this Agreement shall be adjusted by the Policy Board to account for such reduced participation.

§ 2.6 All public statements and releases, including the issuance of photographs and renderings, for all media for the duration of this Agreement, are subject to the prior approval of the Policy Board. In subsequent presentations not made by the Joint Venture, and in any brochures or other releases of the Parties hereto, materials depicting or relating to the Project shall be identified as work of the Joint Venture with specific references to John Ronan Architect as Design Architect and DeStefano and Partners as Architect of Record for South Shore Replacement High School and Kelly, Curie, Gage Park Area High School. In addition John Ronan Architect shall be listed as Design Architect and DeStefano and Partners as Associate Architect for Back of the Yards Area High School, South East Area High School, South Side Area High School, South West Area High School and AG West High School.

ARTICLE 3 REPRESENTATIVES AND POLICY BOARD

§ 3.1 Each Party shall designate a Primary Representative to serve on the Policy Board. Each Party's Primary Representative shall have complete authority to bind that Party.

Primary Representative:
John Ronan Architect – John Ronan
DeStefano and Partners, LTD – James R DeStefano

§ 3.2 Each Party shall also designate an Alternate Representative to the Policy Board. Each Party's Alternate Representative shall serve only when the Primary Representative is absent. The Primary and Alternate Representatives shall serve as such without compensation, except as otherwise described in this Agreement.

Alternate Representative:
John Ronan Architect – Evan Menk
DeStefano and Partners, LTD – Mary Ann Van Hook

§ 3.3 Should any of the foregoing representatives become unable to perform the duties of such representative or for any reason cease to be employed by the Party who nominated them, such Party shall promptly, by written notice served upon the other Party, name a successor.

§ 3.4 Each of the Parties to this Agreement may at any time replace the Primary or Alternate Representatives designated by it by a written notice served upon the other Parties as provided in Article 14.2.

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§ 3.5 Meetings of the Policy Board for the transaction of business of the Joint Venture may be called, subject to reasonable notice, by the representative of either Party.

ARTICLE 4 MANAGEMENT OF THE JOINT VENTURE

§ 4.1 The Policy Board shall have full responsibility and authority for performance of the Project Agreement, including, but not limited to, reassignment of services between the Parties, preparation of the schedule of services, settlement of disputes with the Owner, and any other matters affecting the performance of services under this Agreement.

§ 4.2 The Policy Board shall appoint a Project Manager and an Assistant Project Manager who shall (1) be responsible for the direction and management of the Work in accordance with policies and procedures established by the Policy Board, (2) be responsible for coordination of the Work, and (3) be responsible for contacts with the Owner and the Owner's authorized representatives.

§ 4.3 Actions and decisions of the Policy Board shall be by unanimous vote, or as otherwise set forth in Article 20, and shall be final, conclusive and binding upon the Parties. In the event that the Policy Board shall be unable to reach a unanimous decision, the Parties agree that the matter in controversy shall be referred to the person designated in Article 20, who shall make an interim decision which shall be subject to mediation and arbitration.

ARTICLE 5 ACCOUNTING

§ 5.1 The Parties agree to utilize the services of DeStefano and Partners accounting department to perform such duties as may be determined by the Policy Board. In addition the Parties agree to appoint the following accountant to perform reviews as required by the Policy Board for the purposes of this agreement, certified figures of the accountant shall be final, conclusive and binding upon the Parties.

Steven Spector, LLC
150 South Wacker Drive, Suite 1200
Chicago, IL 60606
Phone: 312/357-9400
Fax: 312/357-9404

§ 5.2 The Parties agree to appoint the following individual as treasurer of the Joint Venture. The Treasurer shall keep for the Joint Venture a separate set of full and current books of account based on generally accepted accounting principles or upon such basis as the Policy Board may determine.

Ms. Connie Miller
c/o DeStefano and Partners, LTD
445 East Illinois Street
Suite 250
Chicago, IL 60611

§ 5.3 The Parties shall each keep separate full and current books of account, based on generally accepted accounting principles or upon such basis as the Policy Board may determine, detailing their individual participation in the Joint Venture.

§ 5.4 One or more joint bank accounts (hereinafter called the "Joint Account") shall be opened in such financial institutions as may be determined by the Policy Board. The Parties agree to open a Joint Venture bank account at the following bank:

Bank: New Century Bank
Address: 363 West Ontario Street
Chicago, IL 60610
Account Number: _____

Note: The account number will be listed upon registration of the Joint Venture Entity.

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§ 5.5 The Parties agree to designate the following individuals authorized on its behalf to endorse checks deposited in and to sign checks drawn against the Joint Account:

John Ronan Architect – John Ronan or Evan Menk
DeStefano and Partners, LTD – James R DeStefano or Mary Ann Van Hook

Checks drawn against said Joint Account shall require the signatures of one individual from each of the Joint Venture Parties or as defined by the Policy Board.

§ 5.6 All payments received by the Joint Venture in connection with this Agreement shall be promptly deposited in the Joint Account and invoices received by the Joint Venture shall be paid by check drawn against the Joint Account.

§ 5.7 Records of the Joint Venture which are required pursuant to law to be retained beyond the duration of this Agreement shall be retained at such place or places as determined by the Policy Board, and the cost thereof shall be shared by the Parties in proportion to their respective interests as described in Section 18.1.

§ 5.8 Upon termination of the Joint Venture, all facilities and Joint Venture property shall be disposed of at fair market value or at a price determined by the Policy Board and the proceeds shall be shared by the Parties in proportion to their respective interests as described in Section 18.1.

ARTICLE 6 PROPERTY

§ 6.1 Joint Venture property shall consist of the capital contributions described in Article 15 and other property obtained with the funds of the Joint Venture.

§ 6.2 Joint Venture property shall be identified and recorded in the Joint Venture accounts.

§ 6.3 Property made available for Joint Venture use shall remain the property of the contributing Party. A schedule of property made available for Joint Venture use by each Party is included in Article 17. Upon termination of this Agreement, or at such other time as determined by the Policy Board, this property shall be returned to the contributing Party.

ARTICLE 7 PRELIMINARY EXPENSES

§ 7.1 All expenses related to this Agreement incurred by a Party, up to September 7, 2007 and including the date of this Agreement, shall be borne by the Party incurring such expenses unless otherwise provided in Article 20.

§ 7.2 All expenses related to this Agreement incurred by a Party, from the date of this Agreement up to and including the date as of which Project Agreement is entered into, shall be submitted for approval of the Policy Board, and if approved, shall be borne by Parties according to their respective interests as described in Section 18.1, or as otherwise determined by the Policy Board.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

§ 8.1 If determined by the Policy Board or required by the Project Agreement, intellectual property, designs, drawings, specifications and other instruments of service prepared after September 7, 2007 and pursuant to this Agreement shall be copyrighted in the name of the Joint Venture. Each Party shall have the rights and privileges of copyright ownership insofar as is consistent with this Agreement, and each Party shall be entitled to prepare documents for other projects based on such Project documents. No Party shall assign or transfer its copyright interest, permit reproduction of Project documents, or condone infringement of the copyright by others except upon written consent of the other Party.

§ 8.2 Documents prepared specifically for this Project after September 7, 2007 by only one of the Parties to this Agreement may not be copyrighted solely by that Party, unless otherwise determined by the Policy Board. Each Party hereby grants the other and the Joint Venture a license to use and reproduce such documents in furtherance of this Agreement. Where the Party owning such copyright is in default under this Agreement, the other Party may use and reproduce such documents, and prepare other documents derived from them for the Project, under the Project

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Agreement or any other agreement between the Parties and the Owner, regardless of whether such agreement was entered into on a separate or joint basis.

§ 8.3 If determined by the Policy Board, intellectual property, including designs, drawings, specifications and other instruments of service prepared specifically for this Project by consultants to the Joint Venture shall be copyrighted jointly in the name of the Joint Venture as a "work made for hire" under the conditions established in Section 8.2. All agreements with consultants to the Joint Venture shall include such a provision.

ARTICLE 9 INSURANCE

§ 9.1 Each Party to this Agreement shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Party from claims set forth below which may arise out of or result from the Party's services under this Agreement and for which the Party may be legally liable, whether such operations be by the Party or by a consultant to that Party or by anyone directly or indirectly employed by such Party, or by anyone for whose acts such Party may be liable:

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the services to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Party's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Party's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Party, or (2) by another person;
- .5 claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for damages to the construction documents and other valuable papers needed to fulfill obligations under this Agreement; and
- .8 claims for damages arising out of the Party's negligent acts, errors or omissions in the performance of professional services.

§ 9.2 The insurance required by Section 9.1 shall be written for not less than the limits of liability specified in Article 19 or as required by law, whichever coverage is greater. Coverages, with the exception of Section 9.1.8, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of this Agreement or any services performed under this Agreement (whichever is earlier) until all services to be performed by the Parties to this Agreement have been completed or until such time as this Agreement has been terminated. Each Party will maintain the coverage required in Section 9.1.8, if available, for three years following the date of Substantial Completion.

§ 9.3 Certificates of Insurance acceptable to the other Party shall be filed with that Party prior to commencement of services. These Certificates and the insurance policies required by Sections 9.1.1 through 9.1.8 shall contain a provision stating that coverages afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the other Party. If any Party to this Agreement reduces the limit of liability carried on the coverage required by Section 9.1.8, that Party will give 30 days' written notice to the other Party to this Agreement.

§ 9.4 The Parties to this Agreement may elect to provide any of the coverages required in Section 9.1 under policies covering all of the Parties to this Agreement. The premium and deductibles for those policies shall be paid as described in Article 19.

§ 9.5 Each Party to this Agreement and, where applicable, the Joint Venture shall procure fidelity coverage protecting against loss due to fraudulent or dishonest acts. Each Party shall indemnify the Joint Venture and the other Party for losses caused by fraudulent or dishonest acts of its principals and employees to the extent not covered by fidelity insurance available to the Joint Venture.

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ARTICLE 10 COMMENCEMENT AND TERMINATION

§ 10.1 This Joint Venture will commence as of the date of this Agreement.

§ 10.2 This Agreement shall remain in full force and effect until terminated by written agreement of the Parties hereto or until the Project Agreement has been performed and all Joint Venture property and money have been fully disposed of or distributed in accordance with this Agreement. The obligations of each Party to contribute in accordance with this Agreement to the satisfaction of debts and liabilities of the Joint Venture and all obligations pursuant to Section 9.2 shall survive the termination of this Agreement.

§ 10.3 This Agreement may be terminated by either Party upon not less than seven days' written notice should the other Party substantially fail to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

§ 10.4 If, in the event of termination, the unpaid balance of compensation due the defaulting Party exceeds the cost of completing the work of the defaulting Party and expenses made necessary thereby, such excess shall be paid to the defaulting Party. If such costs exceed the unpaid balance, the defaulting Party shall pay the balance to the nondefaulting Party. This obligation for payment shall survive termination of this Agreement.

§ 10.5 If the Joint Venture does not enter into a Project Agreement with the Owner, then neither Party may enter into a contract to perform any services contemplated for this Project without the written consent of the other Party.

ARTICLE 11 CONTINUANCE

§ 11.1 In the event of death, dissolution, liquidation or any other incapacity of any Party, the other Party shall complete the Project Agreement. The estate, trustee or other entity representing the departing Party shall share in any compensation in the proportion that the work performed by the departing Party bears to the total share of work required from that Party under this Agreement.

§ 11.2 In the event of default or nonperformance by any Party not resulting in termination, the other Party shall complete the Project Agreement. Compensation due the defaulting or nonperforming Party shall be adjusted as provided in Section 18.1.2.

§ 11.3 Nothing contained herein shall give such estate, trustee or other entity representing the departing, defaulting or nonperforming Party, or the Party itself, any right to participate in the administration of the affairs of the Joint Venture.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation and arbitration in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association currently in effect.

§ 12.2 In addition to and prior to arbitration, the Parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal, equitable, or arbitration proceedings as provided in Section 12.3 based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

§ 12.3 Demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

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§ 12.4 An arbitration pursuant to this Article 12 may be joined with an arbitration involving common issues of law or fact between a Party to this Agreement and any person or entity with whom that Party has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a Party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the Parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 12.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 13 LEGAL COUNSEL

§ 13.1 The Parties agree to retain the services of the following legal counsel for use in connection with matters requiring legal assistance. The expense of legal counsel shall be paid for by the 5% non-reimbursable expense allowance retained from the Parties fees.

Name: _____

Address: _____

§ 13.2 Such legal counsel shall represent the Joint Venture and shall not represent the individual interests of any Party without the consent of the others. If separate counsel is retained to represent the interests of any Party, such Party shall be solely responsible for selecting and compensating its legal counsel.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

§ 14.2 Written notice between the Parties to this Agreement shall be deemed to have been duly served if delivered in person or by registered or certified mail to the Primary or Alternate Representative of such Party.

§ 14.3 The principal place of business of the Joint Venture shall be as designated in Article 20, or such other location as may be subsequently agreed upon by the Parties.

§ 14.4 This Agreement shall be governed by the laws of the jurisdiction as designated in Article 20.

§ 14.5 The fiscal year of the Joint Venture shall be as designated in Article 20.

§ 14.6 Neither Party shall assign this Agreement without the written consent of the other.

§ 14.7 The right of any person, firm or corporation, claiming by, through or under any Party (including, but not limited to, judgment or other creditors, receivers, trustees, assignees, executors and administrators), to assert any claim against the rights or interests of any Party shall be limited in any event to the right to claim or receive after completion of the Project Agreement, and after the closing of the account of the Joint Venture, the proportional interest of such Party as described in Section 18.1, and then only subject to the equities of the other Party as set forth in this Agreement.

§ 14.8 The parties to this Agreement, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party with respect to all covenants of this Agreement, subject to any limitations stated in Section 14.6 or elsewhere in this Agreement.

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§ 14.9 John Rowan Architects LLC as Design Architect for the projects, retains sole right to make final determinations regarding matters pertaining to the design of the projects covered by this contract, however they must be contingent on meeting all applicable codes and ordinances as well as current CPS/PBC standards or authorized substitutions. In addition these design decisions will not restrict or hinder the performance of DeStefano and Partners, LTD's portion of the services required.

ARTICLE 15 CONTRIBUTIONS

§ 15.1 The initial capital contribution of each Party to this Agreement shall be as follows:

Party (First, Second, etc.)	Capital Contribution (\$ 20,000.00)
First - John Ronan Architect	\$10,000.00
Second - DeStefano and Partners, Ltd	\$10,000.00

§ 15.2 Should the Policy Board determine that additional funds are required or desirable to perform the Project Agreement, to pay any losses arising therefrom or to eliminate deficits resulting from prior overpayments to the Parties, the Parties shall, within ten days after determination by the Policy Board, contribute such additional funds in the respective proportions set forth in Section 18.1. Should any Party be unable, fail or neglect to contribute and deposit additional funds in the Joint Account, then the other Party shall have the right to advance the deficiency, and, in such event, the Party advancing such deficiency shall receive interest on such funds at the rate established by the Policy Board from the time of their advancement to the time of their repayment. Such excess funds shall be repaid in full, including said interest, from the first monies thereafter received from the Owner or from others in connection with the Project Agreement which are distributable to the Parties. Such funds shall be repaid before other payments are made to the Parties. Interest paid for funds thus advanced shall be charged against the Party whose failure necessitated the funds being advanced.

(Insert rate of interest agreed upon.)

Current Prime Rate at _____ Bank plus 2% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the principal place of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 15.3 Should the Policy Board determine that funds are available in excess of Joint Venture needs, such excess funds shall first be applied to return of funds advanced until such advances have been entirely repaid, and balance of such excess shall be distributed to the Parties in the respective proportions set forth in Section 18.1. Upon completion of this Agreement, funds remaining after payment of outstanding indebtedness of the Joint Venture shall be distributed to the Parties in accordance with their respective interests as set forth in Section 18.1.

§ 15.4 In no event will advance distribution of anticipated profit reduce the obligation of the Parties for future expenses of the Joint Venture if these future expenses should exceed the gross compensation to the Joint Venture.

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ARTICLE 16 SCHEDULE OF SERVICES

The Parties agree to provide the following specific services, respectively:
(If this Schedule is not used for this purpose, type in the appropriate reference document.)

Design Architect, Site Preparation Package, Architect of Record

1. South Shore Replacement High School
2. Kelly, Curie, Gage Park Area High School

Phase or portion of required services	Responsible Party (First, Second, etc.)	
Site		
	John Ronan Architect	DeStefano and Partners, LTD
Schematic Design	37.5%	62.5%
Design Development	12.5%	87.5%
Construction Documents	0.0%	100%
Contract Administration	0.0%	100%
Equates To	10.0%	90.0%
Building		
Schematic Design	90%	10%
Design Development	90%	10%
Construction Documents	20%	80%
Bidding	20%	80%
Contract Administration	20%	80%
Project Closeout	20%	80%
Equates To	44.5%	55.5%
Total Share Percentage	43.1%	56.9%

Note: Percentage distribution defined above is per school

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Design Architect, Site Preparation Package, Peer Reviews

- 3. Back of the Yards Area High School
- 4. South East Area High School
- 5. South Side Area High School
- 6. South West Area High School
- 7. AG West High School

Phase or portion of required services
Site

Responsible Party (First, Second, etc.)

	John Ronan Architect	DeStefano and Partners, LTD
Schematic Design	37.5%	62.5%
Design Development	12.5%	87.5%
Construction Documents	0.0%	100%
Contract Administration	0.0%	100%
Equates To	10.0%	90.0%

Building

Schematic Design		90%	10%
Peer Review	DD - 100%	75%	25%
Peer Review	CD - 60%	10%	90%
Peer Review	CD - 90%	10%	90%
Peer Review	CD - 100%	10%	90%
Equates To		58.1%	41.9%

Total Share Percentage

Note: Percentage distribution defined above is per school.

ARTICLE 17 SCHEDULE OF PROPERTY

The Parties agree to make available the following property for the use of the Joint Venture, respectively:
(If this Schedule is not used for this purpose, type in the appropriate reference document or, when appropriate, the phrase "Not Applicable" should be typed in the middle of the sheet.)

N/A	
Party (First, Second, etc.)	Property
N/A	N/A

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ARTICLE 18 JOINT VENTURE OPERATIONS

Joint Venture Operations under this Agreement shall be based on:

(Indicate Division of Compensation or Division of Profit/Loss and fill out the appropriate section below, and strike the inapplicable section.)

See Division of Compensation Article 18.1.1

DIVISION OF COMPENSATION

§ 18.1 INTERESTS OF THE PARTIES

§ 18.1.1 Compensation paid to the Joint Venture and net of consultants in fee and 5% allocation for non-reimbursable expenses and abased on the percentage distribution of services defined in Article 16 Schedule of Services will be distributed in accordance with Article 18 Division of Compensation

1. South Shore Replacement High School
2. Kelly, Curie, Gage Park High School

Architecture/Interiors – AOR Fees	65.1%	\$2,603,137.00
Non-Reimbursable Expenses (less)	5.0%	\$ 130,000.00
Building Net Fee		\$2,437,137.00

		John Ronan Architect		DeStefano and Partners, LTD		
SD	15%	\$ 365,570.00	90%	\$ 329,013.00	10%	\$ 36,557.00
DD	20%	\$ 487,428.00	90%	\$ 438,685.00	10%	\$ 48,743.00
CD	35%	\$ 852,997.00	20%	\$ 170,599.00	80%	\$ 682,398.00
B	5%	\$ 121,857.00	20%	\$ 24,371.00	80%	\$ 97,486.00
CA	20%	\$ 487,428.00	20%	\$ 97,486.00	80%	\$ 389,942.00
CO	5%	\$ 121,857.00	20%	\$ 24,371.00	80%	\$ 97,486.00
		\$2,437,137.00	44.5%	\$1,084,525.00	55.5%	\$1,352,612.00

Architecture Site – AOR Fees	45.0%	\$ 108,000.00
Non-Reimbursable Expenses (less)	5.0%	\$ 5,400.00
Site Preparation Fee		\$ 102,600.00

		John Ronan Architect		DeStefano and Partners, LTD		
SD	20%	\$ 20,520.00	37.5%	\$ 7,700.00	62.5%	\$ 12,820.00
DD	20%	\$ 20,520.00	12.5%	\$ 2,560.00	87.5%	\$ 17,960.00
CD	40%	\$ 41,040.00	0.0%	\$ 0.00	100%	\$ 41,040.00
CA	20%	\$ 20,520.00	0.0%	\$ 0.00	100%	\$ 20,520.00
		\$ 102,600.00	10%	\$ 10,260.00	90%	\$ 92,340.00

Totals – Fee (Net of Non-Reimbursables)		\$2,539,737.00	43.1%	\$1,094,785.00	56.9%	\$1,444,952.00
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Note: Fee distribution define above is per school

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3. Back of the Yards Area High School
4. South East Area High School
5. South Side Area High School
6. South West Area High School
7. AG West High School

Architecture/Interiors – AOR Fees	65.1%	\$ 212,715.00
Non-Reimbursable Expenses (less)	5.0%	\$ 10,635.00
Building Net Fee		\$ 202,080.00

			John Ronan Architect		DeStefano and Partners, LTD	
SD	50%	\$ 101,040.00	90%	\$ 90,936.00	10%	\$ 10,104.00
DD-PR	12.5%	\$ 25,260.00	75%	\$ 18,945.00	25%	\$ 6,315.00
CD-PR	12.5%	\$ 25,260.00	10%	\$ 2,526.00	90%	\$ 22,734.00
CD-PR	12.5%	\$ 25,260.00	10%	\$ 2,526.00	90%	\$ 22,734.00
CD-PR	12.5%	\$ 25,260.00	10%	\$ 2,526.00	90%	\$ 22,734.00
		\$ 202,080.00		\$ 117,459.00		\$ 84,621.00

Architecture Site – AOR Fees	45.0%	\$ 108,000.00
Non-Reimbursable Expenses (less)	5.0%	\$ 5,400.00
Site Preparation Fee		\$ 102,600.00

			John Ronan Architect		DeStefano and Partners, LTD	
SD	20%	\$ 20,520.00	37.5%	\$ 7,700.00	62.5%	\$ 12,820.00
DD	20%	\$ 20,520.00	12.5%	\$ 2,560.00	87.5%	\$ 17,960.00
CD	40%	\$ 41,040.00	0.0%	\$ 0.00	100%	\$ 41,040.00
CA	20%	\$ 20,520.00	0.0%	\$ 0.00	100%	\$ 20,520.00
		\$ 102,600.00	10%	\$ 10,260.00	90%	\$ 92,340.00

Totals – Fee (Net of Non-Reimbursables)						
		\$ 304,680.00	42.6%	\$ 129,882.00	57.4%	\$ 174,798.00

Note: Fee distribution defined above is per school

Note: Compensation paid to the Joint Venture, net of consultants in fee and 5% allocation for non-reimbursable expenses and based on the percentage distribution of services defined in Article 16 Schedule of Services will be distributed in accordance with Article 18 Division of Compensation

§ 18.1.2 If a Party should significantly fail to provide timely or adequate performance on an assigned activity, the Policy Board, at its initiation, may place funds in dispute to be disbursed to that Party in escrow until the performance failure is remedied. If, as a result of such failure, cost or liability results to a nondefaulting Party, funds placed in escrow or due the defaulting Party may be used to reimburse said nondefaulting Party to the extent of such cost or liability. In the event that such funds are insufficient to reimburse the nondefaulting Party, the defaulting Party agrees that they will make payment to the nondefaulting Party to the extent of such insufficiency.

§ 18.1.3 Unless otherwise agreed upon, the Joint Venture shall have no employees. All necessary personnel shall be provided from the staffs of the Parties.

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§ 18.1.4 Except as provided below or determined by the Policy Board, all nonreimbursable expenses under the Project Agreement shall be borne by the Party incurring such expenses.

A 5% retention for non-reimbursable expense shall be deducted from the gross architectural fee allocation of the Joint Venture Parties.

(Paragraphs deleted)

These expenses shall be authorized for payment from the retention fund by the Policy Board of the Joint Venture.

Any surplus or short falls will be shared equally by the Joint Venture Parties.

(Table deleted)

(Paragraphs deleted)

§ 18.2 REIMBURSEMENTS

§ 18.2.1 Parties shall be reimbursed for time of personnel used on behalf of the Joint Venture as set forth below:

Invoicing and Payment

Each Joint Venture Party will invoice monthly, no later than the tenth of the month based upon percentage completion of work by Project Component and by Phase. These invoices will be reviewed and approved by the Policy Board of the Joint Venture along with Sub Consultant invoices for submission the Public Building Commission of Chicago for payment. Payment of all invoices are to be made within ten days of receipt of payment from the Public Building Commission of Chicago.

(Table deleted)

§ 18.2.2 For the purposes of this Agreement, the following are designated as Principals:

Party (First, Second, etc.)	Name of principal
John Ronan Architect LLC	John Ronan
DeStefano and Partners, LTD	James R DeStefano Mary Ann Van Hook

§ 18.2.3 Unless otherwise agreed upon, the Joint Venture shall have no employees. Necessary personnel shall be provided from the staffs of the Parties. New personnel employed specifically for work on the Project will be assigned to the payroll of one of the Parties by mutual agreement at time of employment.

§ 18.2.4 The following expenses, incurred in furtherance of this Agreement, shall be reimbursable by the Joint Venture at cost to the Party incurring them: long distance telephone, telegrams and cables; travel (local, excess commutation and long distance) and subsistence; facsimile services; courier services; overnight deliveries; messenger services (by outside organizations); specification typing (by outside organizations); entertainment; mailing charges (special); reproductions, photographs, renderings and models; office supplies; recruitment expenses (ads, agency fees); overtime meal allowance; and other reimbursable items listed herein.
(Identify specific types of reimbursable expenses not listed above.)

Notwithstanding the reimbursable expenses listed above the allowable reimbursable expenses will be governed by Article IV reimbursable expenses of the Public Building Commission of Chicago Professional Services Agreement.

§ 18.2.5 FOR REIMBURSABLE EXPENSES, as described in Section 18.2.4, and any other items included as Reimbursable Expenses, a multiple of 1.0 times the expenses incurred by the Parties to this Agreement in the interest of the Project.

§ 18.2.6 Full and complete books of account described in Section 5.3 relating to the Joint Venture shall be available to the other Party for inspection at mutually convenient times.

Init.

ARTICLE 19 INSURANCE COVERAGES

(After consultation with each Party's insurance counsel, insert the minimum limits of insurance required for each Party or the Joint Venture for each type of insurance required in Section 9.1, and any other coverages which may be necessary to protect the Parties to this Agreement. Deductible and payment apportionment listed in 9.4 and time requirements listed in 9.2 should also be inserted here.)

(Table deleted)

Each Joint Venture Party shall provided the following minimum limits of insurance coverage as defined in Schedule "E" (Insurance Requirements) of the Public Building Commission of Chicago's standard form of agreement. (See Attachment)

In addition each party shall provide fidelity insurance coverage against dishonest acts in the amount of _____ dollars.

ARTICLE 20 OTHER CONDITIONS OR SERVICES

§ 20.1 Principal Place of Business: 445 E Illinois Street, Suite 250 Chicago, IL 60611

§ 20.2 Jurisdiction: State of Illinois

§ 20.3 Fiscal Year: January 1st to December 31st

§ 20.4 Interim Decision Maker:

(Insert other conditions and descriptions of other services.)

This Agreement entered into as of the day and year first written above, and is executed in at least two original copies of which one is to be delivered to each Party to this Agreement.

FIRST PARTY

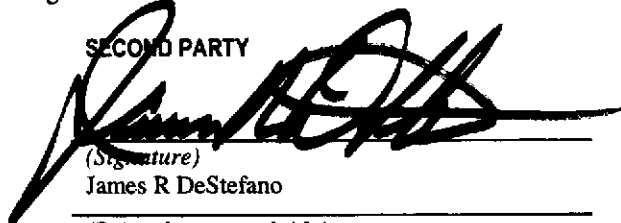


(Signature)

John Ronan

(Printed name and title)

SECOND PARTY



(Signature)

James R DeStefano

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document C801™ – 1993

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 7th day of September in the year of

...

John Ronan Architect LLC
320 W Ohio Street, 4E
Chicago, IL 60610

...

DeStefano and Partners, LTD
445 E Illinois Street, Suite 250
Chicago, IL 60611

...

John Ronan Architect/DeStefano and Partners, LTD

It is the intention of the Parties to form this Joint Venture in order to enter into an agreement or agreements with the ~~Owner~~ Public Building Commission of Chicago for professional services in connection with the following

~~Project~~ Projects:

(Include name, address and location of Project; name and address of Owner; and detailed description of scope.)

City of Chicago – Urban Model High Schools

Design Architect, Site Preparation Package and Architect of Record

1. South Shore Replacement High School

Party (Third, Fourth, etc.)

Name

Address

2. Kelly, Curie, Gage Park Area High School

Design Architect, Site Preparation Package and Peer Reviews

3. Back of the Yards Area High School

4. South East Area High School

5. South Side Area High School

6. South West Area High School

7. AG West High School

PAGE 2

§ 2.6 All public statements and releases, including the issuance of photographs and renderings, for all media for the duration of this Agreement, are subject to the prior approval of the Policy Board. In subsequent presentations not

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User Notes:

(1168030188)

made by the Joint Venture, and in any brochures or other releases of the Parties hereto, materials depicting or relating to the Project shall be identified as work of the Joint Venture ~~and not that of a particular Party~~ with specific references to John Ronan Architect as Design Architect and DeStefano and Partners as Architect of Record for South Shore Replacement High School and Kelly, Curie, Gage Park Area High School. In addition John Ronan Architect shall be listed as Design Architect and DeStefano and Partners as Associate Architect for Back of the Yards Area High School, South East Area High School, South Side Area High School, South West Area High School and AG West High School.

...

Primary Representative:

John Ronan Architect - John Ronan

DeStefano and Partners, LTD - James R DeStefano

Alternate Representative:

John Ronan Architect - Evan Menk

DeStefano and Partners, LTD - Mary Ann Van Hook

PAGE 3

§ 5.1 ~~The Parties shall jointly retain an accountant~~ agree to utilize the services of DeStefano and Partners accounting department to perform such duties as may be determined by the Policy Board. For the purposes of this Agreement, In addition the Parties agree to appoint the following accountant to perform reviews as required by the Policy Board for the purposes of this agreement, certified figures of the accountant shall be final, conclusive and binding upon the Parties.

Steven Spector, LLC

150 South Wacker Drive, Suite 1200

Chicago, IL 60606

Phone: 312/357-9400

Fax: 312/357-9404

§ 5.2 ~~One person designated by the Policy Board shall be appointed Treasurer~~ The Parties agree to appoint the following individual as treasurer of the Joint Venture. The Treasurer shall keep for the Joint Venture a separate set of full and current books of account based on generally accepted accounting principles or upon such basis as the Policy Board may determine.

Ms. Connie Miller

c/o DeStefano and Partners, LTD

445 East Illinois Street

Suite 250

Chicago, IL 60611

...

§ 5.4 One or more joint bank accounts (hereinafter called the "Joint Account") shall be opened in such financial institutions as may be determined by the Policy Board. The Parties agree to open a Joint Venture bank account at the following bank:

Bank: New Century Bank

Address: 363 West Ontario Street

Chicago, IL 60610

Account Number:

Note: The account number will be listed upon registration of the Joint Venture Entity.

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User Notes:

(1168030188)

~~§ 5.5 Each Party shall designate an individual or~~ The Parties agree to designate the following individuals authorized on its behalf to endorse checks deposited in and to sign checks drawn against the Joint Account—Account:

John Ronan Architect – John Ronan or Evan Menk
DeStefano and Partners, LTD – James R DeStefano or Mary Ann Van Hook

Checks drawn against said Joint Account shall require the signature(s) of the person or persons designated signatures of one individual from each of the Joint Venture Parties or as defined by the Policy Board.

PAGE 4

§ 7.1 All expenses related to this Agreement incurred by a Party, up to September 7, 2007 and including the date of this Agreement, shall be borne by the Party incurring such expenses unless otherwise provided in Article 20.

...

§ 8.1 If determined by the Policy Board or required by the Project Agreement, intellectual property, designs, drawings, specifications and other instruments of service prepared after September 7, 2007 and pursuant to this Agreement shall be copyrighted in the name of the Joint Venture. Each Party shall have the rights and privileges of copyright ownership insofar as is consistent with this Agreement, and each Party shall be entitled to prepare documents for other projects based on such Project documents. No Party shall assign or transfer its copyright interest, permit reproduction of Project documents, or condone infringement of the copyright by others except upon written consent of the other Party.

§ 8.2 Documents prepared specifically for this Project after September 7, 2007 by only one of the Parties to this Agreement may not be copyrighted solely by that Party, unless otherwise determined by the Policy Board. Each Party hereby grants the other and the Joint Venture a license to use and reproduce such documents in furtherance of this Agreement. Where the Party owning such copyright is in default under this Agreement, the other Party may use and reproduce such documents, and prepare other documents derived from them for the Project, under the Project Agreement or any other agreement between the Parties and the Owner, regardless ~~of or~~ whether such agreement was entered into on a separate or joint basis.

PAGE 5

PAGE 6

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User Notes:

(1168030188)

§ 12.4 An arbitration pursuant to this Article 12 may be joined with an arbitration involving common issues of law or fact between a Party to this Agreement and any person or entity with whom that Party has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a Party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the Parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

PAGE 7

~~§ 13.1 The Joint Venture shall retain, for the duration of this Agreement, legal counsel mutually agreeable to all Parties. Parties agree to retain the services of the following legal counsel for use in connection with matters requiring the assistance of legal counsel. legal assistance. The expense of legal counsel shall be borne by the Parties in proportion to their participation as described in Section 13.1, or as otherwise determined by the Policy Board, paid for by the 5% non-reimbursable expense allowance retained from the Parties fees.~~

Name:

Address:

...

§ 14.9 John Rowan Architects LLC as Design Architect for the projects, retains sole right to make final determinations regarding matters pertaining to the design of the projects covered by this contract, however they must be contingent on meeting all applicable codes and ordinances as well as current CPS/PBC standards or authorized substitutions. In addition these design decisions will not restrict or hinder the performance of DeStefano and Partners, LTD's portion of the services required.

PAGE 8

<u>Party (First, Second, etc.)</u>	<u>Capital Contribution (\$ 0.0020,000.00)</u>
<u>First – John Ronan Architect</u>	<u>\$10,000.00</u>
<u>Second – DeStefano and Partners, Ltd</u>	<u>\$10,000.00</u>

...

Current Prime Rate at Bank plus 2% per annum

...

ARTICLE 16 SCHEDULE OF SERVICES

PAGE 9

Design Architect, Site Preparation Package, Architect of Record

1. South Shore Replacement High School
2. Kelly, Curie, Gage Park Area High School

<u>Phase or portion of required services</u>	<u>Responsible Party (First, Second, etc.)</u>	
<u>Site</u>	<u>John Ronan Architect</u>	<u>DeStefano and Partners, LTD</u>
<u>Schematic Design</u>	<u>37.5%</u>	<u>62.5%</u>
<u>Design Development</u>	<u>12.5%</u>	<u>87.5%</u>
<u>Construction Documents</u>	<u>0.0%</u>	<u>100%</u>
<u>Contract Administration</u>	<u>0.0%</u>	<u>100%</u>
<u>Equates To</u>	<u>10.0%</u>	<u>90.0%</u>
<u>Building</u>		
<u>Schematic Design</u>	<u>90%</u>	<u>10%</u>
<u>Design Development</u>	<u>90%</u>	<u>10%</u>
<u>Construction Documents</u>	<u>20%</u>	<u>80%</u>
<u>Bidding</u>	<u>20%</u>	<u>80%</u>
<u>Contract Administration</u>	<u>20%</u>	<u>80%</u>
<u>Project Closeout</u>	<u>20%</u>	<u>80%</u>
<u>Equates To</u>	<u>44.5%</u>	<u>55.5%</u>
<u>Total Share Percentage</u>	<u>43.1%</u>	<u>56.9%</u>

Note: Percentage distribution defined above is per school

Design Architect, Site Preparation Package, Peer Reviews

- 3. Back of the Yards Area High School
- 4. South East Area High School
- 5. South Side Area High School
- 6. South West Area High School
- 7. AG West High School

PAGE 10

Site

	<u>John Ronan Architect</u>	<u>DeStefano and Partners, LTD</u>
<u>Schematic Design</u>	37.5%	62.5%
<u>Design Development</u>	12.5%	87.5%
<u>Construction Documents</u>	0.0%	100%
<u>Contract Administration</u>	0.0%	100%
<u>Equates To</u>	10.0%	90.0%

Building

<u>Schematic Design</u>		90%	10%
<u>Peer Review DD - 100%</u>		75%	25%
<u>Peer Review CD - 60%</u>		10%	90%
<u>Peer Review CD - 90%</u>		10%	90%
<u>Peer Review CD - 100%</u>		10%	90%
<u>Equates To</u>		58.1%	41.9%

Total Share Percentage

Note: Percentage distribution defined above is per school.

...

N/A

...

N/A

N/A

See Division of Compensation Article 18.1.1

...

§ 18.1.1 Based on the services allocated to each Party and described in Article 16, compensation paid to the Joint Venture shall be divided as follows:

Compensation paid to the Joint Venture and net of consultants in fee and 5% allocation for non-reimbursable expenses and abased on the percentage distribution of services defined in Article 16 Schedule of Services will be distributed in accordance with Article 18 Division of Compensation

1. South Shore Replacement High School
2. Kelly, Curie, Gage Park High School

<u>Architecture/Interiors – AOR Fees</u>	<u>65.1%</u>	<u>\$2,603,137.00</u>
<u>Non-Reimbursable Expenses (less)</u>	<u>5.0%</u>	<u>\$ 130,000.00</u>
<u>Building Net Fee</u>		<u>\$2,437,137.00</u>

			<u>John Ronan Architect</u>		<u>DeStefano and Partners, LTD</u>	
<u>SD</u>	<u>15%</u>	<u>\$ 365,570.00</u>	<u>90%</u>	<u>\$ 329,013.00</u>	<u>10%</u>	<u>\$ 36,557.00</u>
<u>DD</u>	<u>20%</u>	<u>\$ 487,428.00</u>	<u>90%</u>	<u>\$ 438,685.00</u>	<u>10%</u>	<u>\$ 48,743.00</u>
<u>CD</u>	<u>35%</u>	<u>\$ 852,997.00</u>	<u>20%</u>	<u>\$ 170,599.00</u>	<u>80%</u>	<u>\$ 682,398.00</u>
<u>B</u>	<u>5%</u>	<u>\$ 121,857.00</u>	<u>20%</u>	<u>\$ 24,371.00</u>	<u>80%</u>	<u>\$ 97,486.00</u>
<u>CA</u>	<u>20%</u>	<u>\$ 487,428.00</u>	<u>20%</u>	<u>\$ 97,486.00</u>	<u>80%</u>	<u>\$ 389,942.00</u>
<u>CO</u>	<u>5%</u>	<u>\$ 121,857.00</u>	<u>20%</u>	<u>\$ 24,371.00</u>	<u>80%</u>	<u>\$ 97,486.00</u>
		<u>\$2,437,137.00</u>	<u>44.5%</u>	<u>\$1,084,525.00</u>	<u>55.5%</u>	<u>\$1,352,612.00</u>

<u>Architecture Site – AOR Fees</u>	<u>45.0%</u>	<u>\$ 108,000.00</u>
<u>Non-Reimbursable Expenses (less)</u>	<u>5.0%</u>	<u>\$ 5,400.00</u>
<u>Site Preparation Fee</u>		<u>\$ 102,600.00</u>

			<u>John Ronan Architect</u>		<u>DeStefano and Partners, LTD</u>	
<u>SD</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>37.5%</u>	<u>\$ 7,700.00</u>	<u>62.5%</u>	<u>\$ 12,820.00</u>
<u>DD</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>12.5%</u>	<u>\$ 2,560.00</u>	<u>87.5%</u>	<u>\$ 17,960.00</u>
<u>CD</u>	<u>40%</u>	<u>\$ 41,040.00</u>	<u>0.0%</u>	<u>\$ 0.00</u>	<u>100%</u>	<u>\$ 41,040.00</u>
<u>CA</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>0.0%</u>	<u>\$ 0.00</u>	<u>100%</u>	<u>\$ 20,520.00</u>
		<u>\$ 102,600.00</u>	<u>10%</u>	<u>\$ 10,260.00</u>	<u>90%</u>	<u>\$ 92,340.00</u>

<u>Totals – Fee (Net of Non-Reimbursables)</u>		<u>\$2,539,737.00</u>	<u>43.1%</u>	<u>\$1,094,785.00</u>	<u>56.9%</u>	<u>\$1,444,952.00</u>
--	--	-----------------------	--------------	-----------------------	--------------	-----------------------

Note: Fee distribution define above is per school

- 3. Back of the Yards Area High School
- 4. South East Area High School
- 5. South Side Area High School
- 6. South West Area High School
- 7. AG West High School

Architecture/Interiors – AOR Fees	65.1%	\$ 212,715.00
Non-Reimbursable Expenses (less)	5.0%	\$ 10,635.00
Building Net Fee		\$ 202,080.00

			<u>John Ronan Architect</u>		<u>DeStefano and Partners, LTD</u>	
<u>SD</u>	<u>50%</u>	<u>\$ 101,040.00</u>	<u>90%</u>	<u>\$ 90,936.00</u>	<u>10%</u>	<u>\$ 10,104.00</u>
<u>DD-PR</u>	<u>12.5%</u>	<u>\$ 25,260.00</u>	<u>75%</u>	<u>\$ 18,945.00</u>	<u>25%</u>	<u>\$ 6,315.00</u>
<u>CD-PR</u>	<u>12.5%</u>	<u>\$ 25,260.00</u>	<u>10%</u>	<u>\$ 2,526.00</u>	<u>90%</u>	<u>\$ 22,734.00</u>
<u>CD-PR</u>	<u>12.5%</u>	<u>\$ 25,260.00</u>	<u>10%</u>	<u>\$ 2,526.00</u>	<u>90%</u>	<u>\$ 22,734.00</u>
<u>CD-PR</u>	<u>12.5%</u>	<u>\$ 25,260.00</u>	<u>10%</u>	<u>\$ 2,526.00</u>	<u>90%</u>	<u>\$ 22,734.00</u>
		<u>\$ 202,080.00</u>		<u>\$ 117,459.00</u>		<u>\$ 84,621.00</u>

Architecture Site – AOR Fees	45.0%	\$ 108,000.00
Non-Reimbursable Expenses (less)	5.0%	\$ 5,400.00
Site Preparation Fee		\$ 102,600.00

			<u>John Ronan Architect</u>		<u>DeStefano and Partners, LTD</u>	
<u>SD</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>37.5%</u>	<u>\$ 7,700.00</u>	<u>62.5%</u>	<u>\$ 12,820.00</u>
<u>DD</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>12.5%</u>	<u>\$ 2,560.00</u>	<u>87.5%</u>	<u>\$ 17,960.00</u>
<u>CD</u>	<u>40%</u>	<u>\$ 41,040.00</u>	<u>0.0%</u>	<u>\$ 0.00</u>	<u>100%</u>	<u>\$ 41,040.00</u>
<u>CA</u>	<u>20%</u>	<u>\$ 20,520.00</u>	<u>0.0%</u>	<u>\$ 0.00</u>	<u>100%</u>	<u>\$ 20,520.00</u>
		<u>\$ 102,600.00</u>	<u>10%</u>	<u>\$ 10,260.00</u>	<u>90%</u>	<u>\$ 92,340.00</u>

Totals – Fee (Net of Non-Reimbursables)

Party (First, Second, etc.)	Dollars or percentage	
	<u>\$ 304,680.00</u>	<u>42.6%</u>
	<u>\$ 129,882.00</u>	<u>57.4%</u>
	<u>\$ 174,798.00</u>	

Note: Fee distribution defined above is per school

Note: Compensation paid to the Joint Venture, net of consultants in fee and 5% allocation for non-reimbursable expenses and based on the percentage distribution of services defined in Article 16 Schedule of Services will be distributed in accordance with Article 18 Division of Compensation

§ 18.1.4 Except as provided below or determined by the Policy Board, all nonreimbursable expenses under the Project Agreement shall be borne by the Party incurring such expenses.

A 5% retention for non-reimbursable expense shall be deducted from the gross architectural fee allocation of the Joint Venture Parties.

DIVISION OF PROFIT AND LOSS

§ 18.1 INTERESTS OF THE PARTIES

~~§ 18.1.1 The respective interests of the Parties in the profits and losses of the Joint Venture, and in all property accruing from or acquired in connection with performance of this Agreement and their respective (a) obligations for contributions to working funds, and (b) liabilities and obligations in connection with the performance of this Agreement, shall be as follows:~~

These expenses shall be authorized for payment from the retention fund by the Policy Board of the Joint Venture.

Any surplus or short falls will be shared equally by the Joint Venture Parties.

<u>Party (First, Second, etc.)</u>	<u>Percentage of profit and loss</u>
------------------------------------	--------------------------------------

~~§ 18.1.2 If a Party should significantly fail to provide timely or adequate performance on an assigned activity, the Policy Board, at its initiation, may place funds in dispute to be disbursed to that Party in escrow until the performance failure is remedied. If, as a result of such failure, cost or liability results to a nondefaulting Party, funds placed in escrow or due the defaulting Party may be used to reimburse said nondefaulting Party to the extent of such cost or liability. Defaulting Party shall not be entitled to receive distribution of excess funds of the Joint Venture as provided in Article 15. Said funds shall be distributed solely to the nondefaulting Party in accordance with their remaining respective interests as described in Section 18.1.1. Should there be insufficient funds to complete services required under the Project Agreement, the defaulting Party agrees to share in such losses in accordance with their respective interests as described in Section 18.1.1, and to make payment to the nondefaulting Party to the extent of such interests.~~

PAGE 13

Invoicing and Payment

Each Joint Venture Party will invoice monthly, no later than the tenth of the month based upon percentage completion of work by Project Component and by Phase. These invoices will be reviewed and approved by the Policy Board of the Joint Venture along with Sub Consultant invoices for submission the Public Building Commission of Chicago for payment. Payment of all invoices are to be made within ten days of receipt of payment from the Public Building Commission of Chicago.

<u>Personnel category</u>	<u>Location</u>	<u>Method of compensation</u>
---------------------------	-----------------	-------------------------------

...

John Ronan Architect LLC

John Ronan

DeStefano and Partners, LTD

James R DeStefano

Mary Ann Van Hook

...

Notwithstanding the reimbursable expenses listed above the allowable reimbursable expenses will be governed by Article IV reimbursable expenses of the Public Building Commission of Chicago Professional Services Agreement.

§ 18.2.5 FOR REIMBURSABLE EXPENSES, as described in Section 18.2.4, and any other items included as Reimbursable Expenses, a multiple of ~~(→)~~1.0 times the expenses incurred by the Parties to this Agreement in the interest of the Project.

...

ARTICLE 19 INSURANCE COVERAGES

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Type of insurance

Minimum limit (\$ 0.00)

Each Joint Venture Party shall provided the following minimum limits of insurance coverage as defined in Schedule "E" (Insurance Requirements) of the Public Building Commission of Chicago's standard form of agreement. (See Attachment)

In addition each party shall provide fidelity insurance coverage against dishonest acts in the amount of _____ dollars.

...

§ 20.1 Principal Place of Business: 445 E Illinois Street, Suite 250 Chicago, IL, 60611

§ 20.2 Jurisdiction: State of Illinois

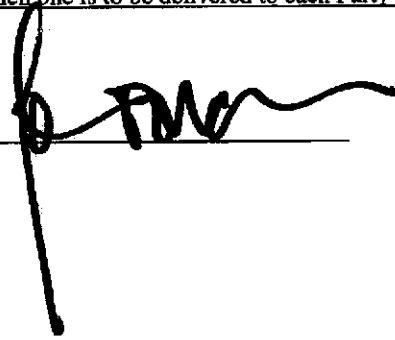
§ 20.3 Fiscal Year: January 1st to December 31st

...

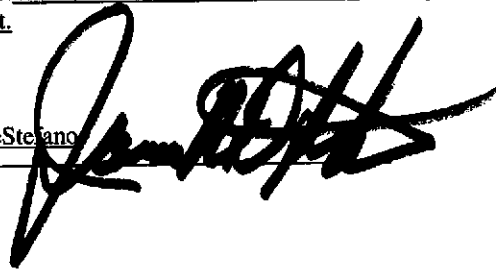
This Agreement entered into as of the day and year first written above, and is executed in at least two original copies of which one is to be delivered to each Party to this Agreement.

...

John Ronan

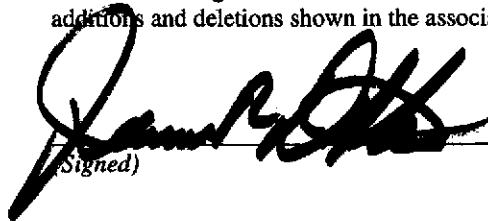


James R DeStefano



Certification of Document's Authenticity
AIA® Document D401™ – 2003

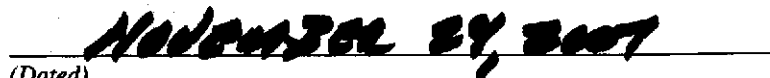
I, James R DeStefano, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:19:40 on 11/28/2007 under Order No. 1000283949_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C801™ – 1993 - Joint Venture Agreement for Professional Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



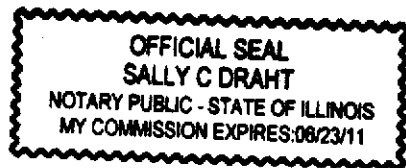
(Signed)

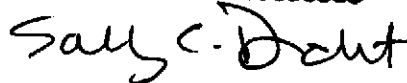


(Title)



(Dated)





PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT C
ELECTRONIC FILE TRANSFER AGREEMENT
Architect for CPS High Schools

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: ELECTRONIC MEDIA

PROJECT NAME.: Kelly, Curie, Gage Park Area High School

DESCRIPTION OF DATA: This Agreement shall apply to all Electronic Drawings which are listed and otherwise identified in an attached cover letter(s) to the PBC

TERMS OF AGREEMENT:

1. The PBC acknowledges that it has requested the Architect to provide certain designs as electronic drawing file data in disk format and that the information contained on these disks is provided for its sole use and convenience. The PBC, at its own discretion, may choose to reassign this data to a third party, to whom all terms of this agreement shall also apply, by obtaining the third party's signature on the line below and sending a signed copy to Architect.
2. The undersigned further acknowledges that the true record of the design is the most recent printed copy of the design by the Architect, and that errors and other changes may subsequently be introduced to the electronic format without the fault or knowledge of, and beyond the control of Architect.
3. Accordingly the PBC agrees to indemnify Architect from all costs and expenses including reasonable attorney's fees, pertaining to any claims which may arise out of any modification to the design contained on the electronic drawing file data as compared to the last sealed hard copy printed by the Architect.
4. This Data is an instrument of professional service prepared by the Architect. Unless otherwise provided for in the Agreement, the reuse of this data, including designs and information included therein shall be at the sole risk of the user.

Architect:


Architect Authorized Signature [date]

Acknowledged and Accepted for:

Signature of PBC Executive Director [date]

Acknowledged and Accepted by Third Party:

Signature of Third Party [date]

**EXHIBIT D
INSURANCE REQUIREMENTS**

Architect for CPS High Schools

Kelly, Curie, Gage Park Area High School

PS 1145

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

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 \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission and the Board of Education of the City of Chicago 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 Architect must maintain limits of not less than \$2,000,000 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 Architect must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Commission and the Board of Education of the City of Chicago must be named as additional insureds on a primary, non-contributory basis.

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

D.1.4. Professional Liability

When any Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an

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extended reporting period of two (2) years.

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

D.1.5. Property

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

D.1.6. Valuable Papers

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

D.1.7 Architects Pollution Liability

When any work is performed which may cause a pollution exposure, Architects Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than \$2,000,000 per occurrence. Coverage must include 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 Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and the Board of Education of the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

D.1.8 Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Architect must provide or cause to be provided, with respect to the operations that Architect or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

ADDITIONAL REQUIREMENTS

The Architect must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Architect must submit evidence of insurance to the 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

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certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Architect is not a waiver by the Commission of any requirements for the Architect to obtain and maintain the specified insurance. The Architect will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Architect of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the 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 Architect 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 coverage is substantially changed, canceled, or non-renewed.

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

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

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

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

Any insurance or self-insurance programs maintained by the Commission and the Board of Education of the City of Chicago do not contribute with insurance provided by the Architect under the Agreement.

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

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

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

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

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

1. Policy Statement

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

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. 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 Commission deems appropriate.

3. Definitions

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

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

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METRA, 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 Business Development Council, Central Management Service of the State of Illinois, METRA, 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 Commission'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 Commission and includes all partners, affiliates and joint ventures of such person or entity.

(6) "Executive Director" means the Executive Director of the Commission 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,

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Arab-Americans and Native-Americans, found by the Commission 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 Commission.

(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:

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(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 Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

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

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC 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, METRA, 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

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the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

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

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

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

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

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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:

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(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 a 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

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that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

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

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or 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 Commission; 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 Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative

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payments to t 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 Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

(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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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 Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

14. Severability

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

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Kelly, Curie, Gage Park Area High School

Project Number: PS 1145

FROM:

Rubinos & Mesia Engineers, Inc. MBE WBE

(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.
Joint Venture 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 August 3, 2007. 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.

Structural Engineering Services

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

\$537,500.00

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, 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:

N/A

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

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

The undersigned 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:

Rubinos & Mesia Engineers, Inc.

Name of MBE/WBE Firm (Print)

March 19, 2008

Date

(312) 870 -- 6615

Phone


Signature

Dipak S. Shah, S.E., P.E. / President

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



August 3, 2007

Dipak S. Shah
Rubinos & Mesia Engineers, Inc.
200 South Michigan Avenue – Suite 1500
Chicago, Illinois 60604-2482

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Annual Certificate Expires: January 1, 2009
Vendor Number: 742717

Dear Mr. Shah:

We are pleased to inform you that **Rubinos & Mesia Engineers, Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **January 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **January 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

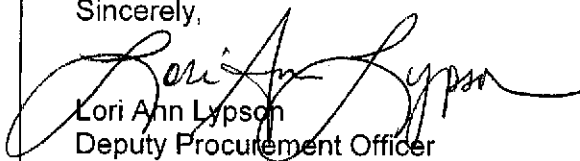
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Engineering Services and Consulting; Architectural Design Services;
Stress Analysis; Construction Inspection Management;
Structural Engineer Services and Consulting**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/lac



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Kelly, Curie, Gage Park Area High School

Project Number: PS 1145

FROM:

Environmental Systems Design, Inc MBE X WBE _____

(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.

Joint Venture 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

_____ X _____ a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated July 27, 2007. 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.

Mechanical, Electrical, Plumbing, Fire Protection and Communications Technology Engineering Design Services

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

_____ \$596,250 _____

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, 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:

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

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

The undersigned 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:

Environmental Systems Design, Inc.
Name of MBE/WBE Firm (Print)
March 21, 2008
Date
312-372-1200
Phone

F. Thomas Voltaggio
Signature
F. Thomas Voltaggio, PE, Vice President
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

July 27, 2007

Raj Gupta
Environmental Systems Design, Inc.
175 West Jackson, Suite 1400
Chicago, Illinois 60604

Annual Certificate Expires: July 1, 2008
Vendor Number: 271343

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **July 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **July 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

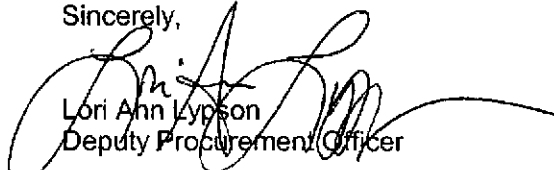
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Electrical and Mechanical Engineering Services and Consulting

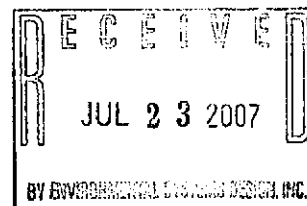
Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lyppson
Deputy Procurement Officer

LAL/mck



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Kelly, Curie, Gage Park Area High School

Project Number: PS 1145

FROM:

Prism Engineering, Inc MBE WBE

(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.

Joint Venture 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 10/18/2007. 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.

Civil Engineering Design Services

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

\$51,800

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, 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:

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

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

The undersigned 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:

Prism Engineering, Inc

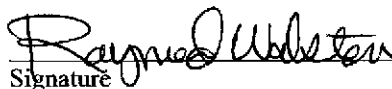
Name of MBE/WBE Firm (Print)

March 20, 2008

Date

312-362-9900

Phone



Signature

Raymond Walston

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE WBE Non-MBE/WBE

Phone



October 18, 2007

City of Chicago
Richard M. Daley, Mayor

Raymond Walston
Prism Engineering, Inc.
122 s. Michigan Avenue, Suite 1830
Chicago, IL 60603

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Annual Certificate Expires: September 1, 2008
Vendor Number: 50092761

Dear Mr. Walston:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **September 2010**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

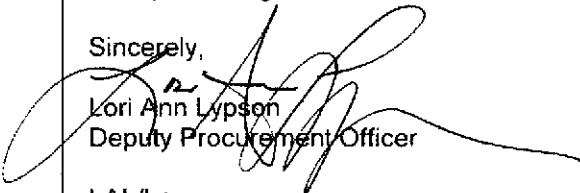
The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Civil Engineering: Design, Planning, and Consulting Services; Project and Program Management Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/bc

IL UCP HOST: City of Chicago



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Kelly, Curie, Gage Park Area High School

Project Number: PS 1145

FROM:

HJKessler Associates, Inc. MBE _____ WBE X

(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.

Joint Venture 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 X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 23 May 2007. 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.

LEED Consulting

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

\$82,500

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, 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:

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

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

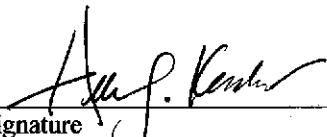
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

The undersigned 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:

HJKessler Associates, Inc.
Name of MBE/WBE Firm (Print)
 17 March 2008
Date
 773.975.6467
Phone


Signature
Helen J. Kessler, FAIA, LEED A.P.
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

May 23, 2007

Helen J. Kessler, President
HJKessler Associates, Inc.
3702 North Grove Avenue, Unit 3A
Chicago, Illinois 60613-4103

Annual Certificate Expires: October 1, 2008
Vendor Number: 50076440

Dear Ms. Kessler:

We are pleased to inform you that **HJ Kessler Associates, Inc.** has been certified as a **WBE** by the City of Chicago. This **WBE** certification is valid until **October 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**LEED (Leadership in Energy and Environmental Design);
Environmental Consulting; Professional Design Firm;
Architectural Services and Consulting**

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/emc



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Kelly, Curie, Gage Park Area High School

Project Number: PS 1145

FROM:

Terry Guen Design Associates MBE X WBE X

(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.

Joint Venture _____ 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

_____ X a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated August 31, 2007. 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.

Schematic Design, Design Development, Construction Documents / Permit plans, Construction Documents for Bid, Contract Administration, and Closeout. Services per estimated hours, and rates reimbursable expense allowance through 2009.

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

\$ 109,419.00

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, 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:

None

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

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

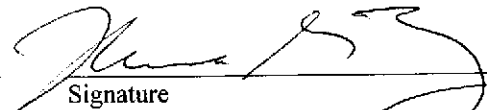
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

The undersigned 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:

Terry Guen Design Associates
Name of MBE/WBE Firm (Print)
March 17, 2008
Date
312-337-9145
Phone



Signature
Theresa Guen-Murray, President
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

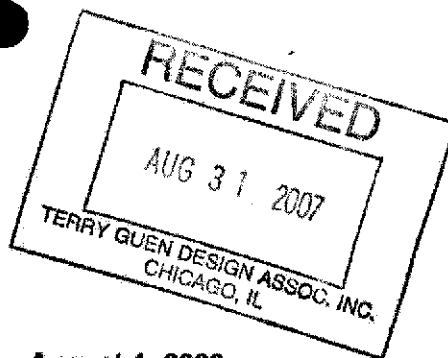
Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

August 31, 2007

Terry Guen, President
Terry Guen Design Associates, Inc.
521 West Superior, Suite 327
Chicago, Illinois 60610



Annual Certificate Expires:
Vendor Number:

August 1, 2008
1061907

Dear Ms. Guen:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **August 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Landscape Architect; Urban Design; Site Planning; Master Planning;
Ecological Analysis Consultant**

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lydon
Deputy Procurement Officer

LAL/rg

IL UCP HOST CITY: CITY OF CHICAGO
Revised





City of Chicago
Richard M. Daley, Mayor

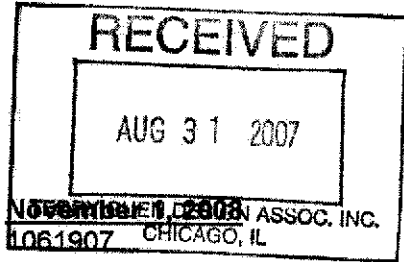
Department of
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August 31, 2007

Terry Guen, President
Terry Guen Design Associates, Inc.
521 West Superior, Suite 327
Chicago, IL 60610



Annual Affidavit Certificate Expires:
Vendor Number:

Dear Ms. Guen:

We are pleased to inform you that Terry Guen Design Associates, Inc. continued eligibility for certification as a DBE with the City of Chicago has been granted. Re-validation of certification is required by **November 1, 2008**.

It is mandatory under Federal Regulation 49 CFR Part 26 that all DBE firms, upon completing their fifth fiscal year certification, must re-validate with its host agency. Since the City of Chicago is your host agency, we have enclosed a copy of the new "**Continued Eligibility Affidavit**" for your convenience which is due at the end of your term.

Please note that you must include a copy of your most current Corporate Federal Tax Returns, Personal Net Worth Statement (PNW), and the Continued Eligibility Affidavit with supporting documentation. Failure to file this Affidavit will result in the removal of your certification.

You must also notify the Certification Unit of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the Illinois Unified Certification Program (IL UCP) Directory of Disadvantaged Business Enterprises in the specialty area(s) of:

**Landscape Architect; Urban Design; Site Planning; Master Planning;
Ecological Analysis Consultant**

Your firm's participation on City contracts will be credited only toward DBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward DBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority, Women and Disadvantaged Business Enterprise Programs.

Sincerely,

Lori Ann Lyson
Deputy Procurement Officer

LAL/rg

Revised



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Kelly, Curie, Gage Park Area High School

Project Number: PS 1145

FROM:

GSG Consultants, Inc. MBE X WBE _____

(Name of MBE or WBE)

TO:

John Ronan Architects / DeStefano and Partners, Ltd.

Joint Venture 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

_____ X _____ a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated January 5, 2008. 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.

Geotechnical Services

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

\$54,370.00

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, 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:

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

20 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

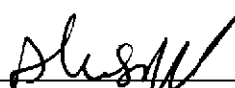
5 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

The undersigned 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:

GSG Consultants, Inc.
Name of MBE/WBE Firm (Print)
03-19-2008
Date
312-733-6262
Phone


Signature
Ala E. Sassila
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

January 25, 2008

Guillermo Garcia
GSG Consultants, Inc.
855 W. Adams
Chicago, IL 60607

Annual Certificate Expires: October 1, 2008
Vendor Number: 50069721

Dear Mr. Garcia:

We are pleased to inform you that **GSG Consultants, Inc.** has been certified as an **MBE** by the City of Chicago. This **MBE** certification is valid until **October 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2008.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

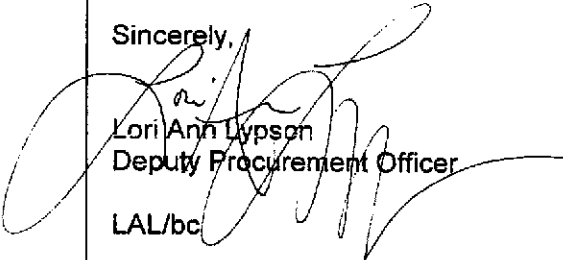
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Lead Abatement Services; Risk Assessor; Air Sampling Services;
Environmental Consulting; Industrial Hygiene**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/bc

Revised: Specialty Area - Environmental Consulting; Industrial Hygiene



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

(1 of 2)

Name of Project: Kelly, Curie, Gage Park Area High School

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
 Primary Representative _____

Title _____
 and duly authorized representative of
 John Ronan Architect/DeStefano and Partners, Ltd. Joint Venture _____

Name of Professional Service Provider _____
 whose address is
 445 East Illinois Street, Suite 250, Chicago IL 60611 _____

in the City of _____ Chicago _____, State of _____ Illinois _____
 and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE
 participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the
 following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this
 firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Rubinos and Mesia Engineers, Inc.	Structural Engineering	\$ 537,500	\$
Environmental System Design, Inc.	MEP, FP and Communication Tech	\$ 596,250	\$
Prism Engineering, Inc.	Civil Engineering	\$ 51,800	\$
HJ Kessler Associates	LEED Consulting	\$	\$ 82,500
Terry Guen Design Associates	Landscaping Architect	\$	\$ 109,419
GSG Consultants, Inc.	Geotechnical Consulting	\$ 54,370	\$
		\$	\$
Total Net MBE/WBE Credit		\$1,239,920	\$ 191,919
Percent of Total Base Bid		29%	5%

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(2 of 2)

SUB-SUBCONTRACTING LEVELS

 1 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

The undersigned 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:

John Ronan
Name of Professional Service Provider (Print)
24 March 08
Date

Phone

Signature

Name (Print)

IF APPLICABLE:

By:

John Ronan Architect/DeStefano and Partners, Ltd.
Joint Venture Partner (Print)

March 24, 2008
Date

(310) 836-4321 F 4322
Phone/FAX

John Ronan
Signature

John Ronan
Name (Print)

MBE WBE Non-MBE/WBE X

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

Name of Project Kelly, Curie, Gage Park Area High School Contract Number PS1145

Date March 21, 2008

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

John Ronan

(Name of Affiant)

am the

Primary Representative and duly authorized representative of

(Title)

John Ronan Architect/DeStefano and Partners, Ltd. Joint Venture

(Name of Company)

whose address is

445 East Illinois Street, Suite 250, Chicago IL 60611

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
Rubinos and Mesia Engineers	Structural Engr	\$ 537,500	-0-	-0-	\$ 537,500
Environmental System Design	MEP, FP, Comm	\$ 596,250	-0-	-0-	\$ 596,250
Prism Engineering, Inc.	Civil Engr	\$ 51,800	-0-	-0-	\$ 51,800
HJ Kessler Associates	LEED Consulting	\$ 82,500	-0-	-0-	\$ 82,500
Terry Guen Design Assoc	Landscaping Arch	\$ 109,419	-0-	-0-	\$ 109,419
GSG Consultants, Inc.	Geotechnical	\$ 54,370	-0-	-0-	\$ 54,370

TOTALS		\$1,431,839	-0-	-0-	\$1,431,839

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.

[Handwritten Signature]
 (Affiant)

March 24, 2008
 (Date)

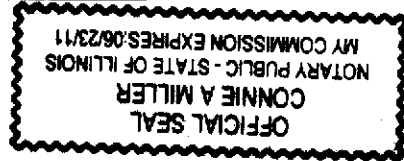
On this 24th day of March 2008,

before me, John Ronan, 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.

Connie A. Miller

Notary Public
 Commission Expires 6/22/11



THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

Name: DeStefano and Partners, Ltd.

Address: 445 East Illinois Street, Suite 250, Chicago, IL 60611

Telephone No.: (312) 836-4321

Federal Employer I.D. #: 36-3602125 Social Security #: _____

Nature of Transaction:

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

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Architect is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Mary Ann Van Hook as Secretary/Principal
(Name) (Title)

and on behalf of DeStefano and Partners, Ltd.

("Bidder/ Proposer", "Consultant" or "Architect") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

Bidder/Proposer/Architect is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Officers & Directors

DeStefano and Partners, Ltd.
445 East Illinois Street
Suite 250
Chicago, Illinois 60611

<u>Officers / Directors</u>	<u>Title</u>	<u>Address</u>
Scott Sarver	CEO / Director	4541 Forest, Downers Grove IL 60515
Duane Sohl	President / Director	2102 West Barry #2, Chicago IL 60618
Avram Lothan	Treasurer / Director	838 West Webster, Chicago IL 60614
Mary Ann Van Hook	Secretary / Director	2952 West Gregory, Chicago IL 60625
Carl Moskus	Principal, Director	4557 Woodland, Western Springs IL 60558
John Winner	Principal, Director	723 N East Avenue, Oak Park IL 60302
Douglas Hanson	Principal, Director	2129 W 20th Street, Los Angeles CA 90018
Rebecca Callcott	Principal, Director	1351 W Sunnyside, Chicago IL 60640
Dae-Hong Minn	Principal, Director	1770 Tudor Lane, Northbrook IL 60062

<u>Directors & Shareholders over 7.5%</u>	<u>% Holding</u>
Scott Sarver	17.24%
Duane Sohl	13.79%
Avram Lothan	13.79%
Mary Ann Van Hook	13.79%
Carl Moskus	10.34%
John Winner	10.34%
Douglas Hanson	10.34%

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization _____ Illinois _____

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

c. Names of all officers of corporation or LLC _____ Names of all directors of corporation or LLC _____
 (or attach list): (or attach list):

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

d. 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
See Attached		
_____	_____	_____ %
_____	_____	_____ %

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

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [] No [X]

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

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Architect 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 Architect 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 Architect 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. ARCHITECT CERTIFICATION

A. ARCHITECT

1. The Architect, or any affiliated entities of the Architect, or any responsible official thereof, or any other official, agent or employee of the Architect, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Architect or agent, partner, employee or officer of the Architect is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Architect or any agent, partner, employee, or officer of the Architect is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Architect understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Architect certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

- b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Architect has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Architect at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Architect, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Architect will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Architect at this time, certifications substantially in the form of this certification. The Architect shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Architect, based on such certifications or any other information known or obtained by Architect, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Architect shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Architect shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Architect shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Architect will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Architect is unable to obtain a certification substantially in the form of this certification.
5. The Architect hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Architect shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Architect is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Architect is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Architect has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Architect is unable to certify to any of the above statements [(Section II (C))], the Architect shall explain below. Attach additional pages if necessary.

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

4. If any subcontractors are to be used in the performance of this contract or agreement, the Architect shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

1. The Architect is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Architect is unable to certify to the above statement, Architect shall explain below and attach additional sheets if necessary.

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

E. PUNISHMENT

A Architect who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Architect is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Architect been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Architect cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Architect nor any affiliated entity of the Architect has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction^s, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions

relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Architect cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

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

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


IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Architect set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Architect. Furthermore, Architect shall comply with these certifications during the term and/or performance of the contract.

V. VERIFICATION

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

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



Signature of Authorized Officer

Mary Ann Van Hook

Name of Authorized Officer (Print or Type)

Secretary/Principal

Title

(312) 836-4321

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 18th day of December, 2008 by

Mary Ann Van Hook (Name) as Secretary/Principal (Title) of

DeStefano and Partners. Ltd. (Bidder/Proposer or Architect)



Notary Public Signature and Seal



Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conversation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

DE STEFANO + PARTNERS

Letter of Transmittal

Architecture DeStefano and Partners, Ltd. 312.836.4321
Planning 445 East Illinois Street 312.836.4322 Fax
Interior Design Suite 250
Chicago, Illinois 60611

To: Deborah L. Burton Date: December 18, 2008
Public Building Commission Re:
Richard J. Daley Center - Suite 200
Chicago, Illinois 60602

We are sending you:

x herewith
under separate cover

Via:

x messenger
mail
other:

The following items:

reproducibles samples
prints disks
sketches submittals
specifications
x other: affidavit

Transmitted:

for construction for signature
x for your use for distribution
as requested for bidding
for approval for review
submit copies
to be returned by:

Table with 4 columns: Quantity, Description, Number, Date. Row 1: 1, Exhibit B - Disclosure Affidavit, ,

Remarks:

Distribution:

J. DeStefano
C. Miller
File: 9999

Signature Mary Ann Van Hook

If enclosures are not as noted, please notify us at once.

Agreement PS1107

Date: 1/09/07

DISCLOSURE AFFIDAVIT

Name: JOHN POKON ACQUISITION LLC

Address: 300 W. 2000 ST. #405 CHICAGO IL

Telephone No.: 312.951.6600 X21

Federal Employer I.D. #: 30-4168527 Social Security #: _____

Nature of Transaction:

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

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned JOHN POKON, as PRINCIPAL
(Name) (Title)

and on behalf of JOHN POKON ACQUISITION LLC
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

- Bidder/Proposer/Contractor is a:
- Corporation
 - Partnership
 - Joint Venture
 - Sole Proprietorship
 - LLC
 - LLP
 - Not-for-Profit Corporation
 - Other

**SECTION 1.
FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)**

a. State of Incorporation or organization IL

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

c. Names of all officers of corporation or LLC (or attach list):
Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>JOHN POLKIN</u>	<u>MEMBER</u>		

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:

JOHN POLKIN

g. For LLC's identify each member:

Name (Print or Type)	Address	Ownership Interest
<i>John P. ...</i>	<i>201 W. ...</i>	100 %
_____	_____	_____ %
_____	_____	_____ %

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. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any subcontractor to be used in the performance of this contract, or any affiliated entities of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification or if a subcontractor or subcontractor's affiliated entity during a period of three years prior to the date of award of the subcontract:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTOR

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontract with any subcontract if such subcontract was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

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

E. ANTI-COLLUSION

The Contractor, 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 proposal or contract. Failure to attest to this section as part of a bid will make the bid non-responsive and not eligible for award consideration.

F. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

G. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such

subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purpose of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity in which the individual holds an interest or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten (10%) or percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV is 1 or 2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

Check one:

1. No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support for the payment of all such child support owed; or both (1) and (2).
4. There are no Substantial Owners.

V. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building

Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

VI. VERIFICATION

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

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

[Signature]
Signature of Authorized Officer

JOHN FOMBA
Name of Authorized Officer (Print or Type)

PRINCIPAL
Title

312.961.6600 X21
Telephone Number

State of ILLINOIS

County of COOK

Signed and sworn to before me on this 6TH day of NOVEMBER 2007 by

(Name) as _____ (Title) of _____
(Bidder/Proposer or Contractor)

[Signature]
Notary Public Signature and Seal



Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).