

**BOOK 1**  
**DESIGN-BUILD AGREEMENT BETWEEN**  
**PUBLIC BUILDING COMMISSION**  
**AND**  
**OLD VETERAN CONSTRUCTION, INC.**  
**CONTRACT NO. PS2058**

**DEMOLITION OF MALCOLM X COLLEGE**  
**1900 W. VAN BUREN**  
**CHICAGO, ILLINOIS**  
**PROJECT #04995**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Rahm Emanuel Chairman**  
Felicia S. Davis Executive Director

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NOVEMBER 10, 2015

**DESIGN-BUILD AGREEMENT BETWEEN  
COMMISSION AND OLD VETERAN CONSTRUCTION, INC.**

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## **ARTICLE 1 AGREEMENT**

This Agreement is made as of this 10<sup>th</sup> day of November in the year 2015 (the "Effective Date"), by and between the Public Building Commission of Chicago, a municipal corporation and body politic organized and operating under the Constitution of the State of Illinois ("Commission") and the Design-Builder, Old Veteran Construction, Inc., an Illinois corporation, for services in connection with the following Project:

MALCOLM X COLLEGE DEMOLITION  
1900 W. VAN BUREN  
CHICAGO, ILLINOIS  
PROJECT: 04995

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## ARTICLE 2 GENERAL PROVISIONS

### 2.1 RELATIONSHIP

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

- 2.1.1 The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.
- 2.1.2 Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Commission unless authorized in writing by the Commission's Representative.
- 2.1.3 The Commission and the Design-Builder shall perform their obligations with integrity, ensuring at a minimum that:
  - 2.1.3.1 conflicts of interest shall be avoided or disclosed promptly to the other Party; and
  - 2.1.3.2 The Design-Builder and the Commission warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

### 2.2 ARCHITECT OF RECORD

Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the law of the State of Illinois. The person or entity providing architectural and engineering services shall be referred to as the Architect of Record (AOR). If the Architect of Record is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Architect of Record. The Architect of Record for the Project is Nia Architects, Inc.

### 2.3 EXTENT OF AGREEMENT

This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Commission and the Design-Builder agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision are for the exclusive benefit of the Commission and the Design-Builder and not for the benefit of any third party or any third party beneficiary except to the extent expressly provided in the Agreement.

### 2.4 DEFINITIONS

- 2.4.1 The Contract Documents consist of:
  - a. This agreement, including all exhibits and appendices contained herein;
  - b. Written amendments to this Agreement including exhibits and appendices, signed by both the Commission and the Design-Builder;



- c. Plans, specifications, and schedule approved, in writing, by the Commission;
  - d. the most current documents approved by the Commission;
  - e. the information provided by the Commission pursuant to Clause 4.1.2.1;
  - f. the Contract documents in existence at the time of execution of this Agreement which are set forth in Article 15; and
- 2.4.2 The term Day shall mean calendar day, unless otherwise specifically defined.
- 2.4.3 Defective Work is any portion of the Work not in conformance with the Contract Documents as more fully described in Article 3.
- 2.4.4 Final Completion and Acceptance of the Work means the last date on which all of the following events have occurred: all Work, including punch-list work, has been completed by the Design-Builder in accordance with the Contract Documents, approved by the Architect of Record, and accepted by the Commission; Design-Builder's LEED responsibilities have been completed and approved by the Architect of Record; all deliverables, including closeout documentation such as warranties, record documents, as-builts, etc. have been submitted by the Design-Builder and approved by the Architect of Record; and all other contractual requirements for final payment have been completed.
- 2.4.5 A Material Supplier is a party or entity retained by the Design-Builder to provide material and equipment for the Project.
- 2.4.6 The Commission is the person or entity identified as such in this Agreement and includes the Commission's Representative.
- 2.4.7 The Commission's Program is an initial description of the Commission's objectives, which may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.
- 2.4.8 The Cost of Work means all design, demolition and site work costs, including site remediation/preparation; backfill, sheeting, and shoring; bonds and insurance; and all abatement costs.
- 2.4.9 The Project means the demolition of Malcolm X College including abatement, site remediation, excavation, demolition, backfill, and required site improvement work.
- 2.4.10 Subcontractor, vendor, or supplier is a party or entity retained by the Design-Builder as an independent contractor to provide the onsite labor, materials, equipment or services necessary to complete a specific portion of the work. The term Subcontractor does not include the Architect of Record.
- 2.4.11 Substantial Completion of the Work, designated portions of the Work, occur on the date when the Design-Builder's obligations are sufficiently complete in accordance with the Contract Documents, inspected and approved, in writing, by the Architect of Record, and accepted by the Commission.
- 2.4.12 Deliverables are any and all documents, including but not limited to plans, specifications, drawings, and reports prepared by the Design-Builder in the performance of the work.
- 2.4.13 User Agency means the unit(s) of local government on the behalf of which the Commission is undertaking the design and construction of the Project.
- 2.4.14 Construction and all references to construction contained herein means abatement, site remediation, excavation, demolition, backfill, and required site improvement work.

## ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Project consistent with the Commission's Program; as such Program may be modified by the Commission during the course of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of its services consistent with the team relationship described in Paragraph 2.1, but does not warrant nor guarantee schedules and estimates other than those that are part of the Guaranteed Maximum Price (GMP) proposal. The Design-Builder shall at all times comply in letter and spirit with, and demonstrate good faith efforts to achieve, the affirmative action goals of the Commission and its User Agency, as those goals may be set forth in the MBE/WBE Special Conditions for Design Build Contracts, Book 2, Article 23, attached hereto and incorporated by reference herein, and in any other terms and provisions of this Agreement.

### 3.1 PRE-CONSTRUCTION PHASE SERVICES

In addition to the Design Phase Services set forth below, the Design-Builder shall provide those design services specified in Amendment 1's Exhibit 1 - Design Builder Design Services.

3.1.1 CONSTRUCTION DOCUMENTS The Design-Builder shall submit for the Commission's written approval Construction Documents for permitting, procurement, and construction based on the approved Scope and Performance Criteria Documents. The Construction Documents shall set forth in detail the requirements of the Project, and shall consist of drawings and specifications based upon codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Scope and Performance Criteria Documents. Construction shall be in accordance with these approved Construction Documents. Four printed sets of these documents shall be furnished to the Commission prior to commencement of construction.

### 3.1.2 OWNERSHIP OF DOCUMENTS

3.1.2.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Commission, including all copyrights inherent in them or their preparation. The Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder must bear the cost of replacement and of any loss suffered by the Commission.

3.1.2.2 COPYRIGHT Design-Builder and the Commission agree that, to the extent permitted by law, the Deliverables to be produced by Design-Builder at the Commission's instance and expense under this Agreement are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the Commission will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any



liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. Design-Builder warrants to the Commission, its successors and assigns, that on the date of transfer Design-Builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design-Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

- 3.1.2.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to Article 12, the Commission shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright, provided payment has been made pursuant to the Contract Documents. The Commission's use of the Documents without the Design-Builder's involvement is at the Commission's sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.
- 3.1.2.4 COMMISSION'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Commission may reuse, reproduce or make derivative works from the Contract Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the worksite. The Commission's use of the Documents without the Design-Builder's involvement or on other projects is at the Commission's sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.
- 3.1.2.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design-Builder has transferred its copyright interest in the Documents, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.
- 3.1.2.6 The Design-Builder shall obtain from its Architect of Record, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Commission in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.
- 3.1.2.7 CW SYSTEM The Commission shall require the Design/Builder to use the Commission's electronic document management system, CW, in performing the required services. All documents (including plans, specifications, schedules, drawings, reports etc.) regarding the Project must be entered into CW. At the direction of the Commission, the Consultant must follow the CW procedures and submit progress reports and other deliverables via the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at CW System courses are not compensable by the Commission.

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### 3.2 GUARANTEED MAXIMIM PRICE (GMP)

3.2.1 GMP PROPOSAL The GMP shall be calculated and defined as noted below:

DESCRIPTION	COST
1. Demolition and Site Work Costs <ul style="list-style-type: none"> <li>▪ site remediation/preparation</li> <li>▪ backfill, sheeting, and shoring as required</li> <li>▪ excludes cost of asbestos abatement work</li> <li>▪ bonds and Insurance</li> </ul>	\$ To be negotiated
2. Pre-Construction Services (Initial Guaranteed Maximum Price-IGMP) <ul style="list-style-type: none"> <li>▪ all necessary design/engineering</li> <li>▪ permitting required for demolition and site work</li> <li>▪ environmental design (including Site Phase II-if required) and surveying</li> </ul> <i>Stipulated sum of \$350,000 (the Initial GMP) will be subject to modification in the GMP</i>	<b>\$350,000.00</b>
3. Asbestos Abatement Allowance <ul style="list-style-type: none"> <li>▪ cost of abatement work</li> </ul> <i>Allowance amount to be included in GMP agreement will be subject to negotiation after limits of abatement scope established by ACM Survey and Abatement Design</i>	\$ To be negotiated
4. Design-Build Entity's Contingency	<b>3%</b> of Item 1. above
5. Design-Build Entity Fee	<b>4 %</b> of Item 1. above
6. The GUARANTEED MAXIMUM PRICE (GMP) for the Complete Abatement and Demolition of the Malcolm X College will be the total of the values of 1. + 2. + 3. + 4. + 5.	\$ To be negotiated

The GMP is subject to modification as provided in Article 9. The Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Project which exceed the GMP, as adjusted in accordance with this Agreement.

3.2.2 BASIS OF GUARANTEED MAXIMUM PRICE The Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

3.2.2.1. a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.2.2.2. a list of allowances and a statement of their basis;

3.2.2.3. a list of the assumptions and clarifications made by the Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications issued as part of the RFP;

3.2.2.4. the Date of Substantial Completion of the East Parcel must not be later than June 3, 2016 and the completion of the milestone completion of the West Parcel must not be later than July 1, 2016;

3.2.2.5. a schedule of applicable unit prices;

3.2.2.6. a statement of additional services included, if any,

3.2.2.7. the Design-Builder's Contingency as provided in Subparagraph 3.2.1;



- 3.2.2.8. a statement of any work to be self-performed by the Design-Builder; and
- 3.2.2.9. a statement identifying all patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Project that are likely to require the payment of royalties or license fees.
- 3.2.3 DESIGN-BUILDER'S CONTINGENCY The GMP will contains the Design-Builder's Contingency, a sum mutually agreed upon and monitored by the Design-Builder and the Commission to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for Amendment. The Design-Builder's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the GMP. The Design-Builder shall provide the Commission with an accounting of charges against the Design-Builder's Contingency.
- 3.2.4 COST REPORTING The Design-Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design-Builder shall maintain a complete set of all books and records prepared or used by the Design-Builder with respect to the Project. The Design-Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to generally accepted accounting principles. The Commission shall be afforded reasonable access to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design-Builder shall present all such records for a period of five years after the final payment or longer where required by law.

### 3.3 DEMOLITION AND CONSTRUCTION PHASE SERVICES

- 3.3.1 The Demolition and Construction Phase of the Project will commence upon the issuance by the Commission of a written notice to proceed with construction (NTP).
- 3.3.2 The Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools and subcontracted items.
- 3.3.3 The Design-Builder comply with all laws and ordinances legally enacted at the effective date of the Agreement.
- 3.3.4 The Design-Builder shall obtain all permits necessary for the Project and shall transmit all notices to the Commission in a timely manner. The Design-Builder shall provide written reports daily to the Commission on the progress of the Project in such detail as is required by the Commission and as agreed to by the Commission and the Design-Builder.
- 3.3.5 The Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.. The reports shall be presented to the Commission at mutually agreeable intervals.
- 3.3.6 The Design-Builder shall regularly and properly remove debris and waste materials at the worksite. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Project, the Design-builder shall remove from the worksite all construction equipment, tools, surplus materials, waste materials, and debris.
- 3.3.7 The Design-Builder shall prepare and submit to the Commission: final marked-up as built drawings and supporting data documenting how the project was actually completed.

### 3.4 CONSTRUCTION MEANS AND METHODS

Design-Builder is solely responsible for the means, methods, techniques, sequences and procedures of construction within the parameters set forth by this Agreement. Nothing in this Section 3.4 shall be deemed to limit the Design-Builder's obligations to provide the Commission access to the entire Project as provided in other Sections of this Agreement.

### 3.5 PROJECT SCHEDULE

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

### 3.6 SAFETY OF PERSONS AND PROPERTY

- 3.6.1 SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs. While the provisions of this Paragraph establish the responsibility for safety between the Commission and the Design Builder, nothing contained herein shall relieve the Design/Builder, Subconsultants, or Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.
- 3.6.2 The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:
- 3.6.2.1 its employees and other persons at the worksite;
  - 3.6.2.2 materials, supplies and equipment stored at the worksite for use in completion of the Project; and
  - 3.6.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the work.
- 3.6.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate a Safety Representative for the Project. The Design-Builder shall submit a Project specific Safety Plan, prepared and approved by its Safety Representative. The Design-Builder's Safety Representative shall conduct regular site visits and participate in tool box meetings to ensure compliance with the Design-Builder's Safety Plan. The Design-Builder will immediately report in writing all accidents and injuries occurring at the worksite to the Commission. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Commission.
- 3.6.4 The Design-Builder shall provide the Commission with copies of all notices required of the Design-Builder by law or regulation. The Design-Builder's safety program shall comply with the requirements of all governmental authorities having jurisdiction over the work.
- 3.6.5 Damage or loss not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, or any third party, shall be promptly remedied by the Design-Builder.
- 3.6.6 If the Commission deems any part of the work or worksite unsafe, the Commission, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the work and/or take corrective measures satisfactory to the Commission. If the Design-Builder does not adopt corrective measures, the Commission may perform them and deduct the costs from the GMP. The Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Commission's reasonable request.

### 3.7 WARRANTIES AND COMPLETION

- 3.7.1 The Design-Builder warrants that all materials and equipment furnished under the Demolition and Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in



conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Project. The Design-Builder agrees to correct all construction performed under this Agreement which is defective in workmanship or materials within a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

- 3.7.2 To the extent products, equipment, systems or materials incorporated in the work are specified and purchased by the Commission, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. The Design-Builder shall assist the Commission in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- 3.7.3 The Design-Builder shall secure any and all required certificates of inspection, testing, and/or approval and deliver them to the Commission.
- 3.7.4 The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Commission in a format directed by the Commission.
- 3.7.5 The Design-Builder shall direct the commissioning checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

### 3.8 CONFIDENTIALITY

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

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

The Design-Builder, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such



Inspector General that has been promulgated by such User Agency.

### 3.9 ADDITIONAL SERVICES

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

- 3.9.1 Making revisions to the, Design Development or Construction Documents or documents forming the basis of the GMP after they have been approved by the Commission, and which are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Material Suppliers, Sub-subcontractors or the Architect of Record.
- 3.9.2 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.
- 3.9.3 Services requested by the Commission or required by the Project which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.
- 3.9.4 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.
- 3.9.5 Other services as agreed to by the Parties.

### 3.10 STANDARD OF CARE

- 3.10.1 Design-Builder shall perform all services required by this Agreement with that degree of skill, care and diligence consistent with the professional standards prevailing in the Chicago metropolitan area for services of comparable scope and magnitude.
- 3.10.2 Design-Builder is and remains responsible for the professional and technical accuracy of all services or Deliverables furnished, whether by Design-Builder, the Architect Engineer, or others on its or their behalf. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. Subsequent editions of design Deliverables, including drawings and specifications, shall supersede earlier editions, provided that any items that have changed on the design Deliverables are explicitly noted. Subsequent design Deliverables shall represent further development of the design Deliverables and shall not change or omit previously approved features or elements unless such differences or deviations are: (i) explicitly noted and identified in writing on the Deliverable, and (ii) expressly and unambiguously accepted by the Commission in writing. The Commission's inadvertent approval of a design Deliverable that contains an unapproved difference or deviation from any requirement of this Agreement shall not be construed as a waiver of such requirement.
- 3.10.3 Design-Builder shall, consistent with the Illinois Architecture Practice Act of 1989, 225 ILCS 305 et seq., and other applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified independent licensed design professionals, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design Builder to complete the Project consistent with the Contract Documents. Design- Builder must assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Design-Builder must provide copies of any such licenses.



3.10.4 Any or all agreements between the Design-Builder and the Architect Engineer shall provide that the Commission is a third party beneficiary of such agreement, and shall provide further that the Commission shall have a direct right and cause of action against the Architect Engineer for any error or omission by the Architect Engineer in the performance of the design services of the Project.

### 3.11 PROJECT PROCEDURES

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

### 3.12 DESIGN-BUILDER'S STAFFING/KEY PERSONNEL

3.12.1 STAFFING Immediately upon execution of this Agreement, Design-Builder will assign and maintain throughout the term of the Agreement an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Work.

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

### 3.13 RIGHT OF ENTRY

The Contractor, and any of its officers, employees, agents, and Subcontractors, are permitted to enter upon any part of the Site owned by the Commission or User Agency in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules that may be established by the Commission or User Agency. The Contractor must provide advance notice to the Commission Representative of Contractor's initial entry onto the Site. Consent to enter upon all or any part of the Site given by the Commission or User Agency will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the Commission or User Agency.

### 3.14 DESIGN-BUILDER'S REPRESENTATIVE

The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is JOHN TISDALL.

### 3.15 CLOSEOUT

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

### 3.16 LIVING WAGE REQUIREMENT

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

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## ARTICLE 4 COMMISSION'S RESPONSIBILITIES

### 4.1 INFORMATION AND SERVICES PROVIDED BY THE COMMISSION

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

### 4.2 COMMISSION'S RESPONSIBILITIES DURING DEMOLITION AND CONSTRUCTION PHASE

- 4.2.1 The Commission shall review the Project Schedule as set forth in Paragraph 3.5 and timely approve the milestone dates set forth pursuant to Article 10 of Book 2.
- 4.2.2 If the Commission becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the work, the Commission shall give prompt written notice to the Design-Builder. The failure of the Commission to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.
- 4.2.3 The Commission shall communicate with the Design-Builder's Subcontractors, Material Suppliers and the Architect of Record only through or in the presence of the Design-Builder. The Commission shall have no contractual obligations to Subcontractors or suppliers.
- 4.2.4 The Design-Builder shall provide insurance for the Project as provided in Article 11.

### 4.3 COMMISSION'S REPRESENTATIVE

The Commission's Representatives is **RICHARD SCHLEYER**.

The representative:

- 4.3.1 shall be fully acquainted with the Project;
- 4.3.2 agrees to furnish the information and services required of the Commission pursuant to Paragraph 4.1 so as not to delay the Design-Builder's work; and
- 4.3.3 shall have authority to bind the Commission in all matters requiring the Commission's approval, authorization or written notice. If the Commission changes its representatives or the representatives' authority as listed above, the Commission shall notify the Design-Builder in writing in advance.



#### 4.4 TAX EXEMPTION

If in accordance with the Commission's direction the Design-Builder claims an exemption for taxes, the Commission shall indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Commission's direction.

#### 4.5 ELECTRONIC DOCUMENTS

If the Commission requires that the Commission and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Commission and Design-Builder shall agree on a written protocol governing all such exchanges in a separate agreement, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

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## **ARTICLE 5 SUBCONTRACTS**

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

### **5.1 RETAINING SUBCONTRACTORS**

The Design-Builder shall not retain any subcontractor that has been debarred by Commission or the City of Chicago from doing business with the debarring agency, or any subcontractor to whom the Commission has a reasonable and timely objection. The Design-Builder shall not make any substitute for a subcontractor that has been accepted by the Commission without the written approval of the Commission.

### **5.2 MANAGEMENT OF SUBCONTRACTORS**

The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work. The Commission will communicate with the Design-Builder regarding the Project, except that the Commission shall have the right to communicate directly with the Design-Builder's subcontractors as the Commission deems reasonably necessary to address matters such as MBE and WBE issues, direct payments to subcontractors, lien and surety matters, and other matters where such direct communication may reasonably be required.

### **5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT**

5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Commission, subject to the prior rights of any surety, provided that:

5.3.1.1 this Agreement is terminated by the Commission pursuant to Article 19 of Book 2; and

5.3.1.2 the Commission accepts such assignment, after termination by notifying Subcontractor and Design-Builder in writing, and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.

5.3.2 If the Commission accepts such assignment and the Project has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

### **5.4 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS**

The Design- Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents.

### **5.5 DESIGN-BUILDER'S LIABILITY FOR SUBCONTRACTORS**

The Design-Builder is responsible for all subcontractor work and for all acts, failures to act, and omissions of its subcontractors. For the purposes of this Agreement, the Design-Builder's acts and omissions include those of its subcontractors to the same extent as if they had been committed by the Design-Builder. Notwithstanding the foregoing, there is no privity between subcontractors and the Commission. Except as set forth in Book 2, Article 23 "MBE/WBE Special Conditions for Construction Contracts" and Book 2 Article 24 "MBE/WBE Special Conditions for Professional Services Contracts," subcontractors have no rights as third-party beneficiaries under this Agreement. However, all subcontracts of every tier shall state that the Commission is an intended third-party beneficiary of the subcontract.

## ARTICLE 6 TIME

### 6.1 DATE OF COMMENCEMENT

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

- 6.1.1 The Project shall proceed in general accordance with the Project Schedule attached hereto as Exhibit 8, as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

### 6.2 SUBSTANTIAL/FINAL COMPLETION

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

- 6.2.1 Time limits stated in the Contract Documents are of the essence.
- 6.2.2 Unless instructed by the Commission in writing, the Design-Builder shall not knowingly start the Project before the effective date of insurance that is required to be provided by the Design-Builder or the Commission.

### 6.3 PROJECT DELAYS

- 6.3.1 Delays and time extensions shall be administered as provided in Article 10 of Book 2.

### 6.4 LIQUIDATED DAMAGES

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

- 6.4.1.1 The Design-Builder understands that if the Date of Substantial Completion established by the Parties for the Project, as may be amended by written instrument, is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the established Date of Substantial Completion is not attained, the Design-Builder shall pay the Commission One Thousand Dollars (\$1,000) as liquidated damages and not as a penalty for each Day that Substantial Completion for the Project extends beyond the Date of established Substantial Completion.

- 6.4.2 **FINAL COMPLETION** The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages based on the established Date of Final Completion.

- 6.4.3 The Design-Builder understands that if the Date of Final Completion established by the Parties for the Project is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final Completion is not attained, the Design-Builder shall pay the Commission One Thousand Dollars (\$1,000) as liquidated damages for each Day that Final Completion extends beyond the established Date of Final Completion.

- 6.4.4 **OTHER LIQUIDATED DAMAGES** The Commission and the Design-Builder may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such



agreement shall be included as an exhibit to this Agreement.

- 6.4.4.1 The Design-Builder understands that if the established milestone completion date is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder shall pay the Commission One Thousand Dollars (\$1,000) as liquidated damages and not as a penalty for each Day the East Parcel remains unfinished.

## 6.5 COMMISSION'S RIGHT TO OCCUPY PORTIONS OF THE PROJECT

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

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

6.5.2.1 Within fourteen (14) days after receiving notice of the planned early occupancy, the Design-Builder will provide written notice to the Commission of the following: (i) the current condition of the space desired for early occupancy;

6.5.2.2 (ii) the anticipated condition of the space at the date of anticipated early occupancy; (iii) a preliminary estimate of any potential additional costs, if any, as a direct or indirect result of the early occupancy; and (iv) a preliminary estimate of any potential impact to the Project Schedule, if any, as a result of the early occupancy.

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

6.5.2.4 The following conditions will apply to the spaces and/or equipment that is affected by the Commission's early occupancy:

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

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

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

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

## ARTICLE 7 COMPENSATION

### 7.1 PRE-CONSTRUCTION PHASE COMPENSATION

- 7.1.1 To the extent required by applicable law, the costs of services performed directly by the Architect of Record is computed separately and is independent from the Design- Builder's compensation for work or services performed directly by the Design-Builder, these costs shall be shown as separate items on applications for payment. If an Architect of Record is retained by the Design-Builder, the payments to the Architect of Record shall be as detailed in a separate agreement between the Design- Builder and the Architect of Record.
- 7.1.2 The Commission shall compensate the Design-Builder for services performed during the Pre-Construction Phase as described in Paragraph 3.1, including preparation of a GMP Proposal, if applicable, as described in Paragraph 3.1, as follows:
- 7.1.3 For Pre-Construction Phase Services: \$350,000.00
- 7.1.4 Compensation for Pre-Construction Phase services, as part of the Project, shall include the Design-Builder's Fee as established in Paragraph 7.3, paid in proportion to the services performed, subject to adjustment as provided in Paragraph 7.4.
- 7.1.5 Within fifteen (15) Days after receipt of each monthly application for payment, the Commission shall give written notice to the Design-Builder of the Commission's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such application, the Commission shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Commission. If such application is rejected in whole or in part, the Commission shall indicate the reasons for its rejection. If the Commission and the Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, the Commission shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Commission for which application for payment is made, less amounts previously paid by the Commission. Those items rejected by the Commission shall be due and payable when the reasons for the rejection have been removed.

### 7.2 DEMOLITION AND CONSTRUCTION PHASE COMPENSATION

- 7.2.1 The Commission shall compensate the Design-Builder for Work performed following the commencement of the Demolition and ConstructionPhase on the following basis:
  - 7.2.1.1 the Cost of the Work as allowed in Article 8; and
  - 7.2.1.2 the Design-Builder's fee paid in proportion to the services performed subject to adjustment as provided in Paragraph 7.4.
- 7.2.2 The compensation to be paid under this Paragraph 7.2 shall be limited to the GMP as the GMP may be adjusted under Article 9.
- 7.2.3 Payment for Construction Phase services shall be as set forth in Article 10. If Design Phase services continue to be provided after construction has commenced, the Design-Builder shall continue to be compensated as provided in Paragraph 7.1, or as mutually agreed.

### 7.3 DESIGN-BUILDER'S FEE

- 7.3.1 The Design-Builder's Fee shall be as follows, subject to adjustment as provided in Paragraph 7.4:
  - 7.3.1.1 To be defined in Amendment 1 in February 2016.



#### 7.4 ADJUSTMENT IN THE DESIGN-BUILDER'S FEE

Adjustment in the Design-Builder's fee shall be made as follows:

7.4.1 for changes in the Work as provided in Article 9, the Design-Builder's fee shall be adjusted as follows:

7.4.1.1 for delays in the Work not caused by the Design-Builder, except as provided in Article 10 of Book 2, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and

7.4.1.2 if the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, the Design-Builder shall be paid an additional fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work for the replacement, provided that such loss was not due to any error or omission by the Design-Builder, or any party for which the Design-Builder may be liable.

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## **ARTICLE 8 COST OF THE WORK**

The Commission agrees to pay the Design-Builder for the Cost of the Work as defined in this Article and as further described in Exhibit 5 Design Builder's Guaranteed Maximum Price Proposal, Exhibit 6 Schedule of Values and Exhibit 7 Compensation/Cost of Work. This payment shall be in addition to the Design-Builder's Fee stipulated in Paragraph 7.3.

### **8.1 COST ITEMS FOR PRE-CONSTRUCTION PHASE SERVICES**

8.1.1 Compensation for Pre-Construction Phase services as provided in Paragraph 7.1

### **8.2 COST ITEMS FOR DEMOLITION AND CONSTRUCTION PHASE SERVICES**

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

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

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

8.2.3 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Design-Builder's standard personnel policy, insofar as such costs are paid to employees of the Design-Builder who are included in the Cost of the Work under Subparagraphs 8.2.1 and 8.2.2.

8.2.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Commission, transportation, storage and handling.

8.2.5 Payments made by the Design-Builder to Subcontractors for work performed under this Agreement.

8.2.6 8.2.6. Fees and expenses for design services procured or furnished by the Design-Builder except as provided by the Architect of Record and compensated in Paragraph 7.1.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Design-Builder.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the worksite, whether rented from the Design-Builder or Others including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which the Design-Builder is required to procure, and approved by the Commission, including any additional premium incurred as a result of any increase in the GMP.

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



- 8.2.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the Design-Builder is not responsible as set forth in Paragraph 11.2, and deposits lost for causes other than the Design-Builder's negligence.
- 8.2.12 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the negligence of the Design-Builder.
- 8.2.13 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.
- 8.2.14 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the worksite, to the extent such items are used and consumed in the performance of the work or are not capable of use after completion of the Work.
- 8.2.15 All water, power and fuel costs necessary for the work.
- 8.2.16 Cost of removal of all non-hazardous substances, debris and waste materials.
- 8.2.17 Costs incurred due to an emergency affecting the safety of persons or property.
- 8.2.18 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Commission and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work.
- 8.2.19 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Design-Builder's Fee as set forth in Article 7, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

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**ARTICLE 9  
CHANGES IN THE PROJECT**

9.1 CHANGES

Changes in the Project which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by written amendment pursuant to the provisions of Article 17 of Book 2: Changes in the Work.

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**ARTICLE 10**  
**PAYMENT FOR DEMOLITION AND CONSTRUCTION PHASE SERVICES**

10.1 PROGRESS PAYMENTS

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

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## **ARTICLE 11**

### **INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION**

#### 11.1 INDEMNITY, INSURANCE, BONDS AND WAIVER OF SUBROGATION

Indemnity, Insurance, Bonds and Waiver of Subrogation shall be as provided in Article 5 of Book 2 and Exhibit 9 unless otherwise specified herein.

#### 11.2 ROYALTIES, PATENTS AND COPYRIGHTS

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

#### 11.3 LIENS

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

The Design-Builder will give, or cause to be given, a copy of these provisions to all subcontractors and will include these provisions in all agreements with subcontractors, and/or give written notice to all subcontractors or other persons having oral or written agreements with such subcontractors.

#### 11.4 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except for damages mutually agreed upon by the Parties as liquidated damages in Paragraph 6.4 and excluding losses covered by insurance required by the Contract Documents, the Commission and the Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Commission agrees to waive damages including but not limited to the Commission's loss of use of the Project, loss of reputation, or insolvency. The Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver:

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



**ARTICLE 12**  
**SUSPENSION AND TERMINATION OF THE AGREEMENT AND COMMISSION'S RIGHT**  
**TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES**

12.1 SUSPENSION AND TERMINATION

Suspension and Termination shall be as defined in Article 19 of Book 2.

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**ARTICLE 13  
DISPUTE MITIGATION AND RESOLUTION**

13.1 CLAIMS AND DISPUTES

Claims and Disputes shall be as defined in Article 18 of Book 2.

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## **ARTICLE 14 MISCELLANEOUS PROVISIONS**

### **14.1 GOVERNING LAW**

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

### **14.2 SEVERABILITY**

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

### **14.3 NO WAIVER OF PERFORMANCE**

The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

### **14.4 TITLES AND GROUPINGS**

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

### **14.5 JOINT DRAFTING**

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

### **14.6 RIGHTS AND REMEDIES**

The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

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## **ARTICLE 15 EXISTING CONTRACT DOCUMENTS**

The Contract Documents in existence at the time of execution of this Agreement are as follows:

As defined in Subparagraph 2.4.1, the following Exhibits are a part of this Agreement:

- Exhibit 1 – Legal Actions
- Exhibit 2 – Disclosure Affidavit
- Exhibit 3 – Disclosure of Retained Parties
- Exhibit 4 – Key Personnel

**[EXECUTION PAGE FOLLOWS]**



Execution Page for Design-Build Agreement between Public Building Commission of Chicago and Old Veteran Construction with an Effective Date of November 10, 2015

This Agreement is executed by the Parties stated below, and made effective by such execution pursuant to its terms.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By: Rahm Emanuel  
Rahm Emanuel  
Chairperson

By: Lori Ann Lyson  
Lori Ann Lyson  
Secretary

Approved as to Form and Legality:

By: Neal & Leroy, LLC  
Neal & Leroy, LLC

Old Veteran Construction, Inc. (DESIGN BUILDER)

By: Jose Maldonado

Print Name: Jose Maldonado

Title: President

County of Cook  
State of Illinois



Subscribed and sworn before me by Jose Maldonado as of

this 26 day of January, 2016.

Evonda Love  
Notary Public



My Commission Expires:

**EXHIBIT 1**  
**LEGAL ACTIONS**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**



## LEGAL ACTIONS

FIRM NAME: Old Veteran Construction, Inc.

If the answer to any of the questions below is **YES**, you must provide a type written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed <u>N/A</u> .		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXHIBIT 2  
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)



**DISCLOSURE AFFIDAVIT**

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Jose Maldonado, as President  
Name Title

and on behalf of Old Veteran Construction, Inc.  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

Name of Firm:	Old Veteran Construction, Inc.		
Address:	10942 S. Halsted St.		
Telephone:	773-821-9900	Fax:	773-821-9911
FEIN:	36-3869999	SSN:	N/A

1. N/A
2. N/A
3. N/A
4. N/A

5. Nature of transaction (check the appropriate box):

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

6. Disclosure of Ownership Interests

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship    | <input type="checkbox"/> Not-for-profit Corporation    |
| <input type="checkbox"/> Joint Venture          | <input type="checkbox"/> Other: _____                  |

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## DISCLOSURE AFFIDAVIT

### CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Illinois

2. Authorized to conduct business in the State of Illinois:  Yes  No

3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
Jose Maldonado	President

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage
Jose Maldonado	10942 S. Halsted St.	100%

5. LLC's ONLY, indicate management type and name: N/A

Member-managed

Manager-managed

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

6. 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 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.

**DISCLOSURE AFFIDAVIT**

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**PARTNERSHIPS**

1. 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	Ownership Interest Percentage
N/A	

**SOLE PROPRIETORSHIP** N/A

1. 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 the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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)

3. 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	Address



## DISCLOSURE AFFIDAVIT

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### CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> 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.

## DISCLOSURE AFFIDAVIT

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

### B. SUBCONTRACTORS

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



## DISCLOSURE AFFIDAVIT

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

### C. STATE TAX DELINQUENCIES

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

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

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

### D. OTHER TAXES/FEES

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

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

### E. PUNISHMENT

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



## DISCLOSURE AFFIDAVIT

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

### CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

- 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.

### INCORPORATION INTO CONTRACT AND COMPLIANCE

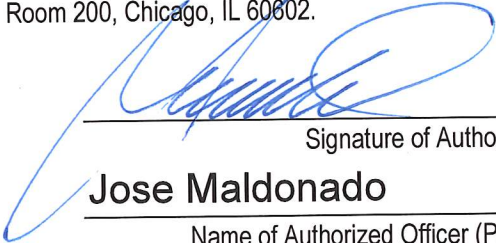
**DISCLOSURE AFFIDAVIT**

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.

**VERIFICATION**

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

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



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

**Jose Maldonado**

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

**President**

\_\_\_\_\_  
Title

**773-821-9900**

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

State of Illinois

County of Cook

Signed and sworn to before me on this 26 day of January, 2016 by

Jose Maldonado (Name) as President (Title) of

Old Veteran Construction, Inc. (Bidder/Proposer/Respondent or Contractor)



**EXHIBIT 3**  
**DISCLOSURE OF RETAINED PARTIES**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**



## DISCLOSURE OF RETAINED PARTIES

### Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) 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.

### Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description or goods or services to be provided under Contract:

Name of Consultant:

**EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

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

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

The Consultant understands and agrees as follows:

**DISCLOSURE OF RETAINED PARTIES**

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

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

  
\_\_\_\_\_  
Signature

**Jose Maldonado**  
\_\_\_\_\_  
Name (Type or Print)

**1/26/2016**  
\_\_\_\_\_  
Date

**President**  
\_\_\_\_\_  
Title

Subscribed and sworn to before me

this **26** day of January 20**16**

Notary Public



EXHIBIT 4  
DESIGN-BUILDER KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)





## EXHIBIT 4 MALCOLM X COLLEGE DEMOLITION PERSONNEL

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

### GENERAL CONTRACTOR – OLD VETERAN CONSTRUCTION, INC. (OVC)

10942 South Halsted Street  
Chicago, IL 60628

NAME	TITLE
Mr. John Tisdall	Senior Project Manager
Mr. Dan Matuz	Project Manager
Mr. Devin Dowling	Project Manager, Quality Control Manager
Mr. Edward Kowalski	Superintendent
Mr. Kevin Kelly	Superintendent
Mr. Joe Rivera	Superintendent
Mr. Jose Maldonado	President
Mr. Alex Polanco	Vice President
Mr. Rocky Peydon	Safety Manager

### DEMOLITION CONTRACTOR – HENEGHAN WRECKING, CO.

1311 West Concord Place  
Chicago, IL 60642

NAME	TITLE
Mr. Patrick Heneghan	President
Mr. Phil Mergener	Superintendent
Ms. Rita Heneghan	Vice President
Ms. Amy A. Ryan	Office Manager

### ARCHITECTS – NIA ARCHITECTS, INC.

850 West Jackson Boulevard, Suite 600  
Chicago, IL 60607

NAME	TITLE
Mr. Anthony Akindele	Principal AIA
Mr. Eduardo Bodmer	
Mr. Daniel Calugareanu	
Mr. Juan Gonzalez	

### GSG CONSULTANTS

855 West Adams, Suite 200  
Chicago, IL 60607

NAME	TITLE
Mr. George Kougis	Senior Project Manager
Mr. Jigar Shah	Director of Industrial Hygiene
Mr. Hans Upadhyay	
Mr. Mike Navarrete	
Mr. Guillermo Garcia	Principal
Mr. Ala Sassila	Principal, Chief Engineer
Mr. Robert W. Suda, P.G.	Client Service Manager
<b>ASBESTOS/ABATEMENT – GSG CONSULTANTS</b>	



## EXHIBIT 4 MALCOLM X COLLEGE DEMOLITION PERSONNEL

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

**ABATEMENT – GALAXY ENVIRONMENTAL INCORPORATED**  
3565 North Milwaukee  
Chicago, IL 60641

NAME	TITLE
Mr. George Salinas	President
Mr. Michael Chagoya	Senior Project Manager
Mr. Keith Clough	Project Manager
Mr. Ricky Colon	Construction Supervisor
Mr. Rosie Rios	Administrative Assistant

**MEP – PRIMERA**  
100 South Wacker Drive, Suite 700  
Chicago, IL 60606

NAME	TITLE
Ms. Erin Lowery	Senior Vice President
Ms. Roseann Mara	
Ms. Tiffany Oskvarek	
Mr. Pedro Cevallos	Founder, President, CEO
Ms. Lourdes M. Gonzalez, AIA	Senior Vice President
Ms. Katie Morris	Business Development



Mr. Ken Panucci	Sr. Vice President
Mr. Eduardo De Santiago, PhD PE SE	Civil/Structural Group Manager
Mr. Michael E. Belczak, PE CPD LEED AP BD+C	MEP Engineer
Ms. Amanda Beck Larkin	FP Engineer
<b>SURVEYING – ENVIRONMENTAL DESIGN INTERNATIONAL, INC.</b> 33 West Monroe Street, Suite 1825 Chicago, IL 60603	
<b>NAME</b>	<b>TITLE</b>
Mr. Steven Baraczak	Surveyor Project Manager