

PUBLIC BUILDING COMMISSION OF CHICAGO



ARCHITECT OF RECORD
PROFESSION SERVICE AGREEMENT
CONTRACT NUMBER PS2041

WITH

SMITH HARDING JOINT VENTURE

TO PROVIDE
ARCHITECT OF RECORD SERVICES
FOR
ARTHUR E. CANTY ELEMENTARY SCHOOL
3740 N. PANAMA STREET
CHICAGO, ILLINOIS 60634
PROJECT NUMBER 05750

Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

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

EXECUTION PAGE

THIS AGREEMENT effective as of October 1, 2014, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Smith Harding Joint Venture** with offices at 224 S Michigan Avenue, (the "**Architect**"), in Chicago, Illinois.

Background Information – Recitals:

Whereas, The Commission on behalf of the **Chicago Public Schools (CPS)** (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of an Southwest Area School based on the Scope of Service in Schedule A attached to the Agreement (the "**Project**").

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

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

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

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

NOW THEREFORE, the duly authorized representatives of the parties have executed this Agreement

~~PUBLIC BUILDING COMMISSION OF CHICAGO~~

Rahm Emanuel

Mayor Rahm Emmanuel
Chairman

Date: _____

ATTEST:

Lori Ann Lypson
Secretary

Date: 1/5/15

AOR:

Charles Smith
Charles Smith
Smith & Smith Associates Inc.

Date: 12/9/14

Paul Harding
Paul Harding
Harding Partners

Date: 12.4.14

AFFIX CORPORATE
SEAL, IF ANY, HERE

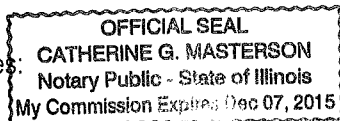
County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Paul Harding and Charles Smith
on behalf of Architect of Record this 4th day of December, 2014.

Catherine G. Masterson
Notary Public

My Commission expires:
(SEAL OF NOTARY)



Approved as to form and legality

Anne L. Zredd
Neal & Leroy, LLC

Date: 12-16-14

STANDARD TERMS AND CONDITIONS

ARTICLE I. INCORPORATION OF RECITALS

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

ARTICLE II. DEFINITIONS AND USAGE

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

- (a) **Agreement.** This Agreement for Architect-of-Record Services, between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- (b) **Architect or Architect of Record or Consultant.** The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (c) **AOR's Estimate of Probable Construction Cost.** The Architect's professional opinion of the cost to necessary construct the Project and furnish all items required to complete the Project as described in the corresponding design phase Deliverables prepared by the Architect in accordance with the Agreement.
- (d) **Authorized Commission Representatives.** One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission
- (e) **Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (f) **Construction Budget.** The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project which must be shown or described in the Contract Documents to be prepared by the Architect in accordance with this Agreement. The Construction Budget does not include any payments made to the Architect or Commission Consultants or reimbursable expenses pursuant to Schedule D.
- (g) **Additional Services.** Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.
- (h) **Contract Documents.** All of the Contract documents for the construction and improvement of the Project including the Bidding Instructions, Standard Terms and Conditions for Construction Contracts, Technical Specifications, Drawings, Addenda, Bulletins and Modifications to those parts.
- (i) **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (j) **Deliverables.** The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required, under this Agreement, to provide to the Commission.
- (k) **Key Personnel.** Those job titles and individuals identified in Schedule F.

- (l) **Project.** Construction of a new 133,000 GSF, 1500 student, 3-story middle school located at South 60th Street and Karlov Avenue. The school will include 48 classrooms, 3 special needs classrooms 3 breakout spaces, 4 science classrooms, 2 computer classrooms, 4 art classrooms, 1 music classroom, a dining center, a hybrid kitchen, gymnasium, library, and administrative suite. Building construction will be concrete and steel frame atop spread concrete footings and an exterior envelope consisting of cold formed steel studs and masonry veneer. Site improvements comprising of a new parking lot, storm water management improvements, new sidewalks, new vehicular drive, and a refuse / delivery area at southeast of project site. The site development may include re-grading and reconstructing the athletic fields as natural turf or artificial turf as alternates.
- (m) **Project Schedule.** The Project Schedule will be provided to the Architect in CPM and/or summary bar chart form. The Project Schedule will represent the information in Book 1 of the Contract Documents approved by the Commission for the Project. The Project Schedule will clearly identify major activities within the Project, including each phase of planning, design and construction. The Architect must provide details of their pre-construction activities and will promptly notify the Authorized Commission Representative whenever there is an actual or projected variance to the Project Schedule.
- (n) **Record Documents.** Drawings prepared by the Architect in an electronic editable format approved by the Commission showing significant changes in the work made during construction, based on marked-up prints, drawings, shop drawings and other data furnished by the Project's building contractor.
- (o) **Services.** Collectively, the duties, responsibilities and tasks that are necessary to allow the Architect to provide the Scope of Services required by the Commission under this Agreement.
- (p) **Subconsultant or Subcontractor.** Any person or entity hired or engaged by the Architect to provide any part of the Services required under the terms of this Agreement.
- (q) **User Agency.** Chicago Public Schools (CPS).

Section 2.02 Usage and Conventions

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

ARTICLE III. INCORPORATION OF DOCUMENTS

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

Section 3.01 The Architect of Record has read and agrees to comply with all provisions of the Resolution passed by the Board of Commissioners of the Commission on June 12, 2012, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

Section 3.02 The Architect of Record has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [http://www.pbcchicago.com/pdf/RES_PBC_ECR_Code of EthicsAmendOct32011_20110920.pdf](http://www.pbcchicago.com/pdf/RES_PBC_ECR_Code%20of%20EthicsAmendOct32011_20110920.pdf), and is incorporated into this Agreement by reference.

Section 3.03 The Architect agrees to cooperate with all requests made the Commission's Inspector General, as set forth in the Authorization to Establish an Inspector General Function for the Public Building Commission of Chicago Resolution passed by the Commission on October 1, 2010, which shall be made available upon request.

ARTICLE IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

Section 4.01 Engagement. The Commission engages the Architect, and the Architect accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended by an Amendment to the Agreement as provided below in Section 4.14.

Section 4.02 Key Personnel. The Architect must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Architect that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement in Schedule F. Upon that notice Architect must immediately suspend the Key Person or Key Persons from performing Services under this Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.

Section 4.03 Adequate Staffing. The Architect must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The Architect must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule F. The level of staffing may be revised from time to time by notice in writing from Architect to the Commission and with prior written consent of the Commission.

Section 4.04 Nondiscrimination. In performing under this Agreement the Architect will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Architect will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

Section 4.05 Employment Procedures; Preferences and Compliance. Salaries of employees of the Architect, performing work under this Agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Architect will also comply with all

applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Architect, out of payments due to the Architect, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Architect to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

Section 4.06 Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

Section 4.07 Records. The Architect must maintain accurate and complete records of expenditures, costs and time incurred by the Architect and by consultants engaged by the Architect in connection with the Project and the Services. Such records will be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Architect's offices upon reasonable notice during normal business hours. The Architect must retain all such records for a period of not less than five calendar years after the termination of the Agreement. However, if there is a disagreement over fees, then five years or until a final resolution of the matter whichever occurs later.

Section 4.08 Document Control

- a.) The Commission has an on-line collaboration and document management system, (the "System"). The Architect shall use the System when providing its services to: track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative. The System shall be the mode of conveyance and repository for all Project Record Documents. The Architect shall post all Project-related documents, including Record Documents, on the System. By executing its Contract, the Architect agrees to comply with all terms and conditions required by the Commission for the use of the System.
- b.) Within 15 calendar days of the Notice to Proceed, the Architect shall designate an employee that will serve as its System Coordinator. The Architect's System Coordinator will be the point of contact for the Commission for implementation and support for the Architect's use of the System.
- c.) Employees of the Architect and its Subconsultants who will use the System must complete the training provided by the Commission. Each such employee must furnish a valid e-mail address to the Authorized Commission Representative prior to the training.
- d.) The System requires a broadband connection with the Internet (e.g., at a minimum, T1, cable modem, or DSL) for effective use. The Design Consultant must furnish its own hardware and software, including, but not limited to, personal computers, peripheral software, virus protection software and high-speed document scanners. All written communication and document transmittal from the Architect to the Commission will occur via the System. In the event that hand signatures and/or stamps are required for the document, unless otherwise directed by the Authorized Commission Representative, the transmittal of such documents shall be made simultaneously via the System and hard copy; hard copy shall be transmitted as required by the Contract Documents. Signed and/or stamped documents must be scanned and uploaded to the System.

- e.) The Architect shall be solely responsible for its use of the System, as well as use of the System by its Subconsultants.
- f.) The Architect shall submit all invoices in electronic format using the PBC's on-line collaboration and document management system. The Architect will receive training for the utilization of the system by the Commission. All submitted invoices shall include a cover page as provided by the Commission.

Section 4.09 Compliance with Laws. In performing its engagement under the Agreement, the Architect must comply with all applicable federal, state and local laws, rules, and regulations.

Section 4.10 Weekly Meetings. Weekly meetings for the Project and project Team will be scheduled upon the Commission's request for the duration of the Services. The Architect will cause such meetings to be attended by appropriate personnel of the Design Team engaged in performing or knowledgeable of the Services.

The Architect shall participate in weekly meetings, provide an agenda for each meeting and document meeting minutes.

Section 4.11 Defects in Project. The Architect must notify the Commission immediately if the Architect obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including construction defects, cost overruns or scheduling delays.

Section 4.12 Performance Standard.

- (a) The Architect represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Commission expects the Architect to perform thorough concept design documents;; design development; construction documents; construction administration; and close-out services. The Architect will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Architect to perform the Services in the manner required by the Agreement.
- (b) The Architect must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Architect must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Architect remains responsible for the professional and technical accuracy of all Services furnished, whether by the Architect or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.
- (c) The Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- (d) If the Architect fails to comply with the obligations under the standards of the Agreement, the Architect must perform again at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Architect of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Architect either under the Agreement, at law or equity.

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

Section 4.13 Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify negligent errors, omissions or ambiguities. The Commission has a committee that reviews the project for alleged errors and omissions by the Architect. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim regarding the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings without additional compensation. Upon notice or discovery, and as directed by the Commission, the Architect will perform, without additional compensation, the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect, damages incurred by the Commission resulting from errors or omissions in the construction documents prepared by the Architect. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited, to the Architect's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to terms of this Agreement.

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

Section 4.14 Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Architect, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment absent such written amendment.

Section 4.15 Representation and Covenant by Consultant. Neither the Architect nor any affiliate of the Architect is listed on any of the following lists maintained by the Office Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 4.16 Subcontract Terms and Conditions. Architect shall include a provision in any and all subcontracts that Architect may enter into for the performance of the Services that states that the subcontractor shall comply with the terms and conditions of this Agreement in its performance of its portion of the Services. In addition, each subcontract for the performance of the Services shall provide that the Commission is a third-party beneficiary to the subcontract, and may enforce any of the subcontract terms including, but not limited to, those pertaining to standard of performance, indemnity and insurance. Nothing in this Agreement, nor any subcontract to this Agreement, shall state, imply or be construed to state or imply that the Commission or its User Agency are indemnitors or insurers of the Architect or Architect's

subcontractors. Each subcontract shall further require that by executing the subcontract, the subcontractor consents to an assignment of the subcontract by the Architect to the Commission upon the request of the Commission for such assignment.

ARTICLE V. TERM

Section 5.01 Duration. The term of the Agreement begins on the Commencement Date of Services specified in Schedule A, and subject to the provisions in this section, expires upon completion of the Services and acceptance of the Deliverables by the Commission.

Section 5.02 Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Architect at least 30 days before the effective date of termination. So long as the Architect is not in default under this Agreement at the time of termination, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of termination. The Commission may exercise any right of set off regarding Architect's failure to properly perform Services from payments that are due to Architect.

Section 5.03 Suspension by the Commission. The Commission also has the right, at any time and from time to time, with or without cause, to suspend the performance of the Architect hereunder with respect to all or any part of the Services, by written notice given to the Architect at least 5 days before the effective date of suspension. During the notice period the Architect must wind down its Services. So long as the Architect is not in default under this Agreement at the time of suspension, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension

- (a) During the period the Architect's performance is suspended, the Architect is not entitled to incur fees or bill the Commission, except for Architect's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Architect's invoices or claims). The Architect may bill such time spent during a suspension only if the Architect's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule D. Participation in meetings at the request of the Commission is not considered to be resumption of the Architect's Services.
- (b) If the Architect is required to resume its Services under this Agreement, the Commission will notify Architect in writing, giving Architect a reasonable period not to exceed 10 days to remobilize itself. The Architect may bill such time spent on remobilization. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule D. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance with the provisions of Schedule C, establishing a revised Completion Date of Services, and Architect will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

Section 5.04 Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Architect from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Architect on or before the effective date of termination or suspension. In no event will the Commission be liable to the Architect for any loss, cost or damage, including lost profits, which the Architect or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided in it.

Section 5.05 Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for

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

ARTICLE VI. COMPENSATION OF ARCHITECT; REIMBURSEMENT FOR EXPENSES

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

ARTICLE VII. RIGHTS AND OBLIGATIONS OF COMMISSION

Section 7.01 General and Specific. In connection with the administration of the Project by the Commission and the performance of the Agreement by the Architect, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:

- (a) **Information.** The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.
- (b) **Review of Documents.** Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.
- (c) **Site Data.** To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
 - (i) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.
 - (ii) A certified title.
 - (iii) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements
 - (iv) Title information as to restrictions, easements, zoning and deed restrictions.
 - (v) Information concerning availability of both public and service and utility lines. See Schedule A for more details.
 - (vi) If the Architect does procure these or any other services at the request of the Commission, the Architect shall not be liable for the substantive accuracy or completeness of such services, nor shall the Architect be vicariously liable for the procured services.

- (d) **Tests and Reports.** To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. See Schedule A for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule D.
- (e) **Architect's Rights and Obligations with Respect to Commission-Provided Information ("CPI").** Architect may rely upon the CPI provided by the Commission as described in this Section 7.01, provided, however, that the Commission expects the Architect to review such CPI in detail and verify such CPI to the extent it may be reasonable and prudent for the Architect to do so for the proper performance of the Services under this Agreement. The Commission makes no warranties and representations with respect to the accuracy of the information provided. Architect must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI to the Authorized Commission Representative. In the event that Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the CPI, the Commission will consider a request for additional compensation if, and only if, Architect furnishes reasonable and appropriate evidence that Architect has met its obligation to review and verify the CPI.

Section 7.02 Audits. The Commission has the right to abstract and audit the books of the Architect and its subcontractors on all subjects relating to the Project and/or the Services.

Section 7.03 Legal, Auditing and other Services. The Commission will arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Project. Such payments will not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of the Architect.

Section 7.04 Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Architect or any party engaged by the Architect, pertaining to the Project and/or the Services will be the property of the Commission. Architect shall provide the Commission with opportunity to review all such documents and shall provide copies to the Commission upon written request. The Architect may reuse standard details and specifications on other projects.

- (a) The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its subcontractors pursuant to this Agreement (the "Work") will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
- (b) The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.
- (c) The Architect represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Architect is the lawful owner of good

and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.

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

ARTICLE VIII. INDEMNIFICATION

- a. Professional Indemnity. For claims alleging professional negligence, the Architect must defend, indemnify and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of the Architect's negligent acts, errors and omissions and misconduct in the Architect's performance under this agreement or the performance of any Subcontractor retained by the Architect in connection with this agreement.
- b. General Indemnity. For all other claims, the Architect must protect, defend, indemnify, hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Architect's performance under this agreement or any Subcontractor retained by the Architect in connection with this agreement.
- c. The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Party(ies), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract. For claims subject to the general indemnity, the Architect shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of the Architect even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. The Indemnified Party/Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Architect of its obligations hereunder.

To the extent permissible by law, the Architect waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Architect's obligations. Notwithstanding the foregoing, nothing in this Article VIII obligates the Architect to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

ARTICLE IX. INSURANCE MAINTAINED BY THE ARCHITECT

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

ARTICLE X. DEFAULT

Section 10.01 Events of Default. Each of the following occurrences constitutes an Event of Default by the Architect under the Agreement:

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

- (iv) Discontinuance of the Services for reasons within the Architect's reasonable control; or
- (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
- (vi) The Architect shall have a ten day period to cure following written notice for the events of default listed here.
- (f) Any change in ownership or control of the Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- (g) The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, or the Chicago Public Schools. Architect acknowledges that in event of a default under the Agreement the Commission may also declare a default under any such other agreements.

Section 10.02 If an Event of Default occurs and continues, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Architect, in which event the Commission has no further obligations hereunder or liability to the Architect except as to payment for Services actually received and accepted by the Commission through the effective date of termination, subject to set off of any claims of the Commission against the Architect for failure to properly perform its services. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies. The Commissioner's decision to terminate the Agreement is not subject to claim or dispute under Article XI.

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

ARTICLE XI. CLAIMS AND DISPUTES

Section 11.01 General. All Claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract will first be presented to the Authorized Commission Representative. The Architect will present all disputes which can not be resolved, by discussion with the Authorized Commission Representative, to the Executive Director for final determination, subject to Section 11.04 below.

Section 11.02 Claim Procedure. The Architect will make all requests for determination of claims in writing, specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Architect; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Authorized Commission Representative will have 30 business days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the claim by agreement, but if a negotiated resolution is not achieved, the Authorized Commission Representative must provide a written ruling within 60 days of receipt of the Claim. However, if the Architect agrees in writing, an extension not to exceed sixty (60) days may be granted by the Executive Director. The Dispute must be filed within thirty (30) days of the receipt of the ruling by the Authorized Commission Representative.

Section 11.03 Dispute Procedure. In the event that the Authorized Commission Representative and Architect cannot resolve the Claim, the Architect may file a Dispute to the Executive Director. The Dispute submission must be in writing

and contain the information required in Section 11.01 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

Section 11.04 Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than 45 business days after receipt of the response by the Commission Representative was filed or was due unless the Executive Director notifies the Architect that additional time for the decision is necessary. The Architect must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Architect disagrees with the Executive Director's final decision, the Architect may file, a common law writ of certiorari in the Circuit Court of Cook County which shall be the sole and exclusive judicial remedy of the Architect. However, the Architect must have followed the procedures in this section as a condition precedent to filing a common law writ of certiorari. The Architect shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

Section 11.05 Architect Self-Help Prohibited. The Architect must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on general contractor claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as subconsultants, the general contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling the Architect's claims against the Commission or User Agency will constitute bad faith on the Architect's part. This provision is not intended to prohibit the Architect from exercising its well-considered professional judgment, however, in carrying out its duties and responsibilities under the Agreement.

ARTICLE XII. CONFIDENTIALITY

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

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

ARTICLE XIII. ASSIGNMENT

The Architect acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Architect and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Architect, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Architect undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Architect during any 12-month period. In the event of an assignment by the Architect without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without

fault or responsibility. The Architect further acknowledges that the Architect represented to the Commission the availability of certain members of the Architect's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Architect must so notify the Commission in writing, and must assign other qualified members of the Architect's staff, as approved by the Commission, to the Project.

ARTICLE XIV. RELATIONSHIP OF PARTIES

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

ARTICLE XV. GENERAL

Section 15.01 Architect's Authority. The Architect represents that its execution of the Agreement is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Architect have been made with complete and full authority to commit the Architect to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

Section 15.02 Counterparts. The Agreement may be executed in any number of counterparts, any of which will be deemed an original.

Section 15.03 Entire Agreement. The Agreement constitutes the entire understanding and agreement between the parties to this Agreement and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged in this Agreement. The Agreement must not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.

Section 15.04 Governing Law. The Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.

Section 15.05 No Waiver. The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.

Section 15.06 Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Architect at their respective addresses set forth above, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Architect may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

Section 15.07 Non-liability of Public Officials. No Commission Board member, employee, agent, officer, or official is personally liable to Architect or its subcontractors, and Architect and its subcontractors are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to Architect or its subcontractors under this Agreement.

Section 15.08 Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect; provided, however,

that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

Section 15.09 Successors and Assigns. Except as otherwise provided in the Agreement, the Agreement is binding upon and inures to the benefit of each of the parties to the Agreement and their respective successors and assigns.

Section 15.10 Non-appropriation of Funds. If funds have not been appropriated in full or in part, the Commission has the right to terminate the Agreement. The Commission will not authorize the Architect to provide services under this Agreement unless sufficient funds are appropriated to pay for the services.

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SCHEDULE A
SCOPE OF SERVICES

I. Part I – Design / Engineering for Site Preparation

A. Scope Development Phase

During the Scope Development Phase, the Architect shall provide the following Services:

1. Upon review of the Commission's Environmental Consultant's findings, develop a proposed Site Preparation scope of work and a foundation system scope of work coordinated with the geotechnical consultant findings and the proposed utility service connections into the new building. The site preparation design may include all work necessary to abate and demolish existing structures on the site, as well as to prepare the site both environmentally and geotechnically in order to implement the building construction and site development scope of work, including, but not limited to, the development of soil management strategies that will be subject to the review and approval of the Commission. The site preparation scope of work may also require the design of all utilities to be brought within 5 feet of the building perimeter. The foundation scope of work shall include all work to install the foundation system. These proposed scopes of work will be submitted to the Authorized Commission Representative for review and approval.
2. Architect will coordinate the site preparation and foundation phase design with the vertical (building) design such that the site preparation and foundation design and contract documents support compliance with all project LEED goals.

B. Construction Documents Phase

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

1. 100% Construction Documents. Final development of the Site Preparation and Foundation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commissions environmental consultant.
 - a) Site Preparation and Foundation Documents (including specifications).
 - b) Provide a list of required submittals and a schedule for submission with the 100% construction documents.
2. Site Preparation and Foundation Construction Cost Estimate

C. Bidding and Contract Administration Phase

During the Contract Administration Phase, the Architect shall provide the following Services:

1. Respond and documents Request for Information (RFI) submitted by the contractor and provide responses within a reasonable time.
2. Provide field observation of the construction as necessary each week to adequately monitor the progress and conformance of the permanent features of the Work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before Final Completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-

site representative will be removed immediately upon the written request of the Authorized Commission Representative.

3. Attend and participate in regularly scheduled:
 - a) Weekly Project meetings.
 - b) Monthly pay application meetings for approval of contractor pay requests.
4. During Site Preparation Construction administer the Project's LEED compliance and submittal program as necessary to insure that LEED requirements have been achieved and documented for Vertical Construction.

D. Closeout Phase

During the Close-out Phase, the Architect shall provide the following Services:

1. Conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
2. The Architect is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review punchlist items identified in the Contractor prepared initial punchlist. The Architect will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
3. Oversee the Contractor's efforts to prepare and deliver to the Commission "as-built" drawings and site survey for the Project.
4. Oversee the Contractor's efforts to prepare and deliver to the Commission all required LEED documentation.
5. Upon completion of the construction contract issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

II. Part I – Design / Engineering for Building Construction and Site Development

A. Building Assessment and Concept Review

The Commission expects the Architect to undertake a thorough review of the Concept Design and Program for purposes that include, but are not necessarily limited to, the identification and correction of any errors, omissions, inconsistencies, ambiguities or other issues, including, but not limited to, compliance with all codes in effect at the time of performance of the Services. The Commission will look solely to the Architect for any and all liabilities that may arise from any error or omission present in the construction documents for the Project. The Architect shall create a narrative-based work product containing sufficient detail to document existing conditions. This product shall include but not be limited to information provided by landscape, structural, mechanical, electrical, plumbing, fire protection engineers, as necessary. The following steps will be necessary in order to provide this deliverable:

1. Site visits and review of as-built drawings.

2. Detailed review of conceptual estimate.
3. Detailed review of concept design and its compatibility with the existing conditions.
4. Building assessments including, but not limited to architectural, landscape, structural, mechanical, electrical, plumbing, life safety and civil disciplines.
 - a) Comprehensive exterior envelope assessment limited to extent necessary to define and design exterior envelope scope of work at the location of the addition and tandem with interior renovations.
 - b) Comprehensive interior conditions assessment limited to the extent necessary to define interior scope of work for interior renovations and interior renovations associated with building systems tie-ins. Comprehensive building systems assessment necessary to define MEP renovations/upgrades, and scope of work in tandem with the building addition.
5. Meeting with User Agency representatives.
6. Meetings with City Agencies as necessary, including but not limited to Bureau of Fire Prevention, MOPD, Department of Water Management, Chicago Department of Transportations, Landmarks, DHED and others including but not limited to the purpose of identifying key conceptual design elements and design strategies.

B. Schematic Design Phase

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).
2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.
3. Architect will prepare narratives, plans, elevations and other drawings and outline specifications necessary to illustrate the scope, phasing, and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. Review the Schematic Design Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Schematic Design Documents as required to align with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
6. Facilitate and document a sustainable design charrette and follow up sessions with all sub consultants and such other participants as directed by the Authorized Commission Representative. The purpose of the charrette is to confirm that the Project's target LEED Certification rating to be determined is achievable and to develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible.

7. If the project is determined to seek LEED Rating, register the project as a LEED For Schools v2009 project in the Green Building Certification Institute (GBCI).
8. Preparation of documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.
9. Preparation of documents necessary to illustrate any required amendments to the public right of way.
10. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, and Office of Emergency Management and Communications.
11. Conduct and prepare a code analysis package, including, but not limited to, the following components:
 - a) Occupancy classification
 - b) Construction type
 - c) Occupant load by area and floor
 - d) Travel distances
 - e) Accessibility
 - f) Exit types, units and widths
 - g) Plumbing fixture counts
 - h) Loading berths and parking requirements
 - i) Fire resistance requirements

C. Design Development Phase

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).
2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.
3. Architect will collaborate in analysis and will prepare conceptual documentation such as narratives, drawings and specification detail necessary to illustrate alternative design development strategies under consideration by the Commission, and the Using Agency. These alternative strategies will be forward progression analysis of key decisions made in concept design and may include but are not limited to: alternative structural detailing; alternative design applications of base line building systems, sustainable systems and storm water management systems; materials; equipment; and constructability considerations.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. Preparation of documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.

6. Preparation of documents necessary to illustrate any required amendments to the public right of way.
7. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Department of Water Management, and Office of Emergency Management and Communications.
8. Conduct and prepare a code analysis package, including, but not limited to, the following components:
 - a) Occupancy classification
 - b) Construction type
 - c) Occupant load by area and floor
 - d) Travel distances
 - e) Accessibility
 - f) Exit types, units and widths
 - g) Plumbing fixture counts
 - h) Loading berths and parking requirements
 - i) Fire resistance requirements
9. A log of material deviations from the Concept Design must be demonstrated in a final Design Development Package by the Architect and approved, in writing, by the Authorized Commission Representative.
10. Using a complete set of Design Development Documents, reflecting all improvements described for the Project, assist the Commission's independent cost consultant in the development of the Estimate of Probable Construction Cost.
11. Review the Design Development Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required aligning with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
12. Prepare a Design Development phase presentation to the Commission. Presentation to be made as directed in writing by the Authorized Commission Representative. Presentation shall include a colored Site Development Plan, Colored Floor Plans, Colored Elevations and a minimum of two Perspective Renderings.
13. Immediately upon the Authorized Commission Representative's review, written responses to review and written approval of the deliverables of the Design Development phase, begin the next phase on the updated and approved schedule.
14. Post all Design Documents of this subsection into the System, as defined.

D. Construction Documents Phase

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

1. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews will be performed at 60%, and 90% on the dates listed in Project Schedule, including architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail construction industry

standard elements required for the architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment and site work. At the completion of every milestone, provide the Commission with editable electronic drawing files in the most current version of AutoCAD as well as multiple hard copies at the direction of the Authorized Commission Representative.

2. At a minimum, the Architect must prepare a combination of elevation and plan detail sections in areas where large services and/or a significant concentration of smaller services share adjacent space. As part of the 60% Design Review, the Architect will propose for the Commission's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:
 - a) Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the existing or designed ceiling height and the bottom of any new or existing structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of existing or new slabs. Any limitations on embedded services will be noted on the construction documents.
 - c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
 - d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed and existing spaces and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 - e) Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
3. The Architect will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
4. The Architect will prepare documents that confirm that water supply, drainage, condensate lines, and vents for each required device, fixture, and piece of equipment are included in the design.
5. The Architect will be responsible for the overall coordination review. As each coordination document is completed, the Architect will review and resolve significant conflicts. The Architect must resolve all known conflicts prior to issuing the bid documents. Any items where the Architect recommends leaving coordination to the construction contractor must be specifically reviewed by the Architect with the Commission's design review team.
6. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample

Inspection and Testing Plan for use of the Architect. The Inspection and Testing Plan must provide for:

- a) Verification of responsibilities for providing inspections, tests and certificates.
- b) Scope of services for the testing and inspection services.
- c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.

7. The Architect shall coordinate their scope with the Commission's Environmental Soils Management and Environmental Renovation /Demolition Consultant(s) in the development of the Commission's environmental bid documents and specifications. Scope coordination shall include but not be limited to the architectural, demolition, plumbing, mechanical, electrical sub-consultants. The environmental documents prepared under the supervision of the Commission's environmental consultants for the proper management of environmental soils, Asbestos Containing Material (ACM) Lead Based Paint (LBP) abatement/mitigation, and management/disposal of Hazardous Materials and Universal Waste shall be included as part of the construction document milestone submittals and bidding documents.
8. Prior to submission of 90% Construction Documents to the Commission, Architect shall prepare coordination documents to confirm that the various elements of the Architect's Construction Documents are sufficiently coordinated to support an accurate bid process and minimize the potential for change orders during the construction phase of the project. The Architect will resolve any known conflicts prior to issuing the Bid Set of documents. Coordination documents shall address the following, at a minimum:
 - a) Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.
 - b) Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
 - c) Inconsistencies between drawings and specifications (between disciplines and within each discipline).
 - d) As required to manage discipline coordination, the Architect must prepare multi layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the Commission's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the Commission.
9. At the completion of 90% Construction Documents, the Architect shall submit the project for permit.
 - a) Permit Submittal Phase: The Architect shall enter the project into the City of Chicago E-Plan permit system, obtain an application number, administer and obtain all required documentation, and upload all required permit documents into the E-Plan Project Docs system for preliminary review. The Architect shall complete all permit submittal phase tasks on a timeline to facilitate Preliminary Approval from Department of Buildings Project Manager in accordance with the approved Commission schedule. For green permit submissions, the permit package shall include:
 - (1) LEED registration information.
 - (2) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit.
 - (3) Current 90% Construction Drawings and Specifications
 - (4) Energy Simulation Modeling.
 - b) Permit Review Phase: Architect shall monitor the progress of permit reviews and report on a weekly basis the status of reviews to the Authorized Commission Representative. At the conclusion of the first round of all reviews, the Architect shall respond to all permit comments and upload all required permit document corrections into the E-Plan Project Docs system for second review within a reasonable time (not to exceed 15 days) or in accordance with the Commissions approved schedule. The Architect shall complete all permit review activities on a timeline to facilitate permit approval in accordance with the

Commission's approved schedule.

c) Permit Initiation Phase: Upon receipt of all Contractor permit documentation, upload all documents into the E-Plan Project Docs system for permit issuance.

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

- a) Occupancy classification
- b) Construction type
- c) Occupant load by area and floor
- d) Travel distances
- e) Accessibility
- f) Exit types, units and widths
- g) Plumbing fixture counts
- h) Loading berths and parking requirements
- i) Fire resistance requirements

11. Prepare 60%, and 90% Construction Documents including modifications and revisions as approved by written direction of the Authorized Commission Representative. Construction Document Deliverables for each milestone 60% and 90% include:

- a) Certification of Compliance with Commission's Design Checklist
- b) Design Guidelines and Standards Deviation Log
- c) Request for Clarification (RFC) Log
- d) Request for Design Change (RFDC) Log
- e) Issue updated Submittal and Closeout Matrix
- f) Site Preparation Construction Documents (including specifications)
- g) Building Construction Documents (including specifications)
- h) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit, as shown in the Commission's Design Management Manual.
- i) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.
- j) Energy Simulation Modeling Using Department of Energy DOE 2 Software. Using the DOE2 Energy Modeling Software, model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Commission. An updated model must be provided with each project milestone.
- k) Updated Storm water Analysis and Management Proposal
- l) Compilation of issued meeting minutes
- m) Issuance of updated zoning analysis package and required rezoning documentation as required
- n) Issuance of updated code analysis package
- o) Issuance of updated MEP coordination documentation
- p) Issuance of and coordination with Site Environmental and Environmental Demolition and Renovation drawings prepared by the Commissions Consultant
- q) Issuance of milestone packages for review

12. Using a complete set of 60% and 90% Construction Documents, reflecting all improvements described for the Project, assist the Commission's independent cost consultant in the development of the Estimate of Probable Construction Cost.

13. At the completion each Construction Document phase 60% and 90%, prepare a written and oral report of the Construction Document phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.
14. Issue hard copies of the 60% and 90% Construction Document Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Construction Document Milestone Reviews. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative.
15. Review the 60% and 90% Construction Documents along with value engineering items, with the Authorized Commission Representative. Incorporate modifications and revisions into the Issue for Bid Documents as required aligning with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
16. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase 60% and 90%, begin the next phase on the updated and approved schedule.
17. If requested, attend the Commission's internal Bid Package Review Conference where the Commission will verify that the construction documents, including the coordination documents, prepared by the Architect are ready to issue for bids.
18. Commission's Performance Evaluation of Construction Documents: The Commission will review the Architect's performance in providing Construction Documents after the project has been bid. If requested by the Commission the Architect will be required to attend a meeting to discuss its performance review.

E. Bidding Phase

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

1. Assemble and review all Bid Documents required, including, but not limited to all drawings, and technical specifications, Commissioning Agent Design Intent and Commissioning Plan.
2. Attend a Pre-Bid Meeting and present the project at the Technical Review Meeting. The purpose of the meeting is to present the project in detail and respond to questions from prospective bidders.
3. Respond and documents Request for Information (RFI) submitted by the contractor and provide responses within a reasonable time.
4. Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Consider and document all written requests for product substitutions before receipt of bids.
5. Review bids and prepare an evaluation and recommendation for award relative to the Project and Construction Budget. Assist in finalizing the agreement(s) with the contractor(s) to construct the Project. Attend if requested by the Commission a pre award meeting.
6. Coordinate, assemble and submit the design phase package to the LEED Authority.

F. Construction Administration

The Architect of Record shall be on site weekly to conduct construction administration. Time requirement shall be determined by project complexity and scope of work. During the Construction Administration Phase, the Architect shall provide the following Services:

1. Attend and participate in regularly scheduled:
 - a) Weekly Project meetings
 - b) Environmental Project meetings
 - c) Utility Coordination Project meetings
 - d) Monthly pay applications meetings for approval of contractor pay requests.
2. Provide field observation of the construction each week of construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
3. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
4. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect must comment upon and submit to the Authorized Commission Representative Architect's responses to requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines and the Contractor's accuracy and completeness of submittals. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.
5. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
6. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.

7. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
8. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.
9. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.
10. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.
11. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.
12. During Construction administer the Project's LEED compliance and submittal program as follow (this subsection may be applicable to the Project at sole discretion of the Commission):
 - a) Participate in the Leadership in Energy and Environmental Design (LEED) Construction kickoff mtg. Agenda by the Commission purpose of the meeting is to outline the General Contractor (GC) responsibilities; outline path for all LEED information flow throughout the project.
 - b) Serve as LEED On-Line Project Administrator:
 - i. Invite GC and whoever else Commission designates to join the LEED On-Line project.
 - c) Manage LEED On-Line Design Submittal: Coordinate, assemble and submit design package to the Green Building Certification Institute (GBCI):
 - i. Assign Design Credits to consultants etc. to upload; Set reasonable timeline for each credit upload.
 - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package prior to submittal of the whole package to GBCI for review.
 - iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
 - iv. Monitor GBCI review timeline.
 - v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
 - vi. Once all responses acceptable, submit for GBCI re-review.

- vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.
- d) Review/ comment/ approve GC's LEED Plans. Propose formats if required for Plans.
- i. LEED AP qualifications,
 - ii. Erosion and Sedimentation Control Plan (ESCP) Plan (narrative and tracking plan)
 - iii. Waste Management Plan (narrative and tracking format - should align with requirements of Specification sections 01352 and 01524)
 - iv. Materials and Resources (MR) and Low Emitting Materials (LEM) Plans - tracking formats and narratives
 - v. Indoor Air Quality (IAQ) Plans - During Construction and Before Occupancy (Flush Out)
- e) Administer LEED as part of Construction Administration (CA) includes:
- i. Review LEED submittals for all materials that need them. (Submittal is incomplete until LEED portion is also complete.)
 - ii. AOR is to send MEP submittals to the Commissioning Authority (Cx); AOR's MEP consultant is to triage / review comments from Cx so only one set of comments is returned to the GC. Inform PBC if there is conflicting thinking and Owner input is required.
 - iii. Review monthly reports from GC and all backup for adequacy and completeness, and alignment with pace and submittals reported in overall submittal log.
 - iv. Have Mechanical engineer calculate or check calculations for flush-out for IAQ plan
 - v. Attend monthly LEED meetings to review monthly report content and discuss problems or concerns.
 - vi. Identify violations of IAQ management Plans during site walkthroughs. Understand content of GC's Plans and LEED credit intent.
 - vii. Keep tabs on Commissioning (Cx) process - make sure MEP consultants are engaged in / informed about the pace of the process, and any issues encountered.
- f) Manage LEED On-Line Construction Submittal: Coordinate, assemble and submit package to GBCI:
- i. Assign Construction Credits; Set reasonable timeline for each credit upload.
 - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package (does it address LEED credit requirements adequately) prior to submittal of the whole package to GBCI for review.
 - iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
 - iv. Monitor GBCI review timeline
 - v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
 - vi. Once all responses are acceptable, submit for GBCI re-review.
 - vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.
- g) Serve as project LEED Administrator throughout construction and closeout as required until LEED Certification is received.
13. Review the Work to establish preliminary acceptance of the Project.

D. Close Out Phase

During the Project Close out Phase, the Architect shall provide the following Services:

1. Conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
2. The AOR is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review punch list items identified in the Contractor prepared initial punch list. The AOR will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
3. Oversee the Contractor's efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
4. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. The Architect shall, accordingly, oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record, "as-built" drawings and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.
5. Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
6. Post Construction Review. The Commission will review Architect's performance in providing services during construction after the project punch list is complete. The Architect will be required to attend a meeting to discuss the performance review.
7. Project Close-out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project.
8. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.
9. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.

III. Part III – Additional Responsibilities and Representations within the Architect's Base Scope of Services

The Architect shall provide the following Services:

- A. For all parts and phases of the project, if the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission and consistent process set forth in Schedule A. In the

event that the Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the Commission-Provided Information, the Commission will consider a request for additional compensation in accordance with Article VII, Section 7.01.

- B. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.
1. Specifications will follow performance criteria outline format.
 2. Specifications will identify acceptable manufacturers.
 3. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
 4. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
- C. At all phases of this Project are required to be designed in accordance with USGBC standards to achieve a minimum Leadership in Energy and Environmental Design (LEED) certification rating, or such other level as the Commission may designate; the requirements for the LEED rating designated by the Commission are set forth in the US Green Building Council LEED Reference Guide. LEED requirements are to be fully integrated into the bid documents, including drawings and specifications, and are included in the scope of the Architect's responsibilities with respect to contract administration.
- D. At all phases of the project the Architect shall review the Commission's Environmental and Geotechnical Consultant's findings, and fully coordinate the Construction Documents. The Architect shall include the Commission's Environmental and Geotechnical Consultant's documentation in the Construction Documents at each milestone and Issue for Bid Documents.
- E. At all phases of the project facilitate and document the value engineering process. Evaluate proposed building systems as to quality, first cost and life cycle cost, impact on LEED certification, constructability, and material/product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.
- F. Develop a furniture, fixture and equipment plan to locate electronic devices, including power, data, communications, security and life safety equipment.
- G. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels or geothermal panels, public art).
- H. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, permits, licenses, fees, or other approvals, as applicable that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project.

- I. Oversee the Contractor's procurement and assembly of all required permits, licenses, and certificates from the contractor and arrange delivery of same to the Commission.
- J. The Architect will be responsible for assisting the Commission with any documentation and coordination necessary to facilitate amendments to the public right of way.
- K. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:
 - 1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Deputy Director of Utility Coordination. The Architect will assist the Deputy Director of Utility Coordination as necessary.
 - 2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
 - 3. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
 - 4. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 - 5. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 - 6. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 - 7. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 - 8. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
 - 9. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
 - 10. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
 - 11. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
 - 12. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
- L. The Architect shall participate and document all "lessons learned" throughout the design and construction phases of the Project. The intent of this exercise is to conduct a comprehensive design review, thereby documenting ways in which the prototype design may be improved during this and future implementations of the prototype design.
- M. If the Architect takes any photographs of the Project for any purpose, Architect shall provide a complete set of such photographs, in negative or digital format, to the Commission.

The Architect shall participate in weekly meetings, provide an agenda for each meeting and document meeting minutes.

SCHEDULE B
PROJECT DOCUMENTS

Preliminary Conceptual Design documents transferred on October 10, 2014.

SCHEDULE C
PROJECT SCHEDULE

A. Site Preparation: Scope Development Phase:

Scope Development: Scope Development documents shall be completed no later than **NIC**.

B. Site Preparation: Construction Documents Phase:

1. 75% Construction Documents: 75% Construction Documents shall be completed no later than **NIC**.
2. 100% Construction Documents: 100% Construction Documents shall be completed no later than **NIC**.

C. Site Preparation: Construction Phase Services:

Site Preparation work is anticipated to be completed no later than **NIC**.

D. Building: Concept Design Phase:

Concept Transfer documents provided to AOR from DA no later than **October 10, 2014**.

Concept Design documents review shall be completed no later than **October 20, 2014**.

E. Building: Design Development Phase:

Design Development Documents shall be completed no later than **January 06, 2014**.

F. Building: Construction Documents Phase:

1. 60% Construction Documents: 60% Construction Documents shall be completed no later than **February 25, 2015**.
2. 90% Construction Documents & Permit: 90% Construction Documents and Permit Submittal Drawings shall be completed no later than **April 25, 2015**.
3. Construction Documents shall be completed no later than **April 30, 2015** and issue for bid on **May 05, 2015**.

G. Building: Bid and Award Phase:

The Bid and Award phase of the project, from bid advertisement to bid opening through final contract award, is anticipated to require **30** calendar days to complete. Bidding phase will commence on **May 05, 2015** and due on **June 02, 2015**. PBC intends on awarding the project on **June 09, 2015**.

H. Building: Construction Phase Services:

Construction of the Project building shall be completed no later than **May 20, 2016** following the issuance of the Notice to Proceed to the contractor.

I. Building: Time of Completion

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

J. The Architect

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

SCHEDULE D
COMPENSATION OF THE ARCHITECT

I. ARCHITECT'S FEE

A. The Commission shall pay the Architect for the satisfactory performance of the Services a lump sum fee (Fee) of **\$1,142,000** plus an estimated budget of **\$124,600** for reimbursables (all reimbursables require prior written approval from the Commission's Representative). The Fee will be allocated and payments made on a monthly on percent complete basis as follows:

Allocation of Fee:

Site Preparation		\$0
Scope Development	35%	\$0
Construction Documents	40%	\$0
Bidding Phase Services	5%	\$0
Construction Phase Services	15%	\$0
Project Close-out	5%	\$0
 Design/ Engineering of Building:		 \$1,142,000
Schematic Design	15%	\$171,300
Design Development	20%	\$228,400
Construction Documents	35%	\$399,700
Bidding Phase Services	5%	\$57,100
Construction Phase Services	20%	\$228,400
Project Close-out	5%	\$57,100

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

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Hourly Direct Salary Rate Schedule for Additional Service Work

Arthur E. Canty Elementary School Annex
PBC Project Number 05750

Hourly Rate Schedule

Firm Name

Smith Harding JV

Role	Direct Salary Rate		Multiplier	Billing Rate
Principal	\$ 95.00		2.5	\$ 237.50
Project Manager	\$ 36.00 - \$ 50.00		2.5	\$ 90.00 - \$ 125.00
Senior Architect	\$ 29.20 - \$ 39.00		2.5	\$ 73.00 - \$ 97.50
Architect III	\$ 24.00 - \$ 28.00		2.5	\$ 60.00 - \$ 70.00
Architect II	\$ 22.00 - \$ 25.00		2.5	\$ 55.00 - \$ 62.50
Architect I	\$ 20.00 - \$ 23.00		2.5	\$ 50.00 - \$ 57.50
Other	\$ 18.00 - \$ 26.50		2.5	\$ 45.00 - \$ 66.25

Firm Name

C.E. Anderson

Role	Direct Salary Rate		Multiplier	Billing Rate
Principal	\$ 70.00		2.5	\$ 175.00
Senior Project Engineer	\$ 54.00		2.5	\$ 135.00
Designer	\$ 38.00		2.5	\$ 95.00

Firm Name

Nest Builders, Inc. (dba: dbHMS)

Role	Direct Salary Rate		Multiplier	Billing Rate
Principal	\$ 75.05		2.5	\$ 187.63
Quality Control	\$ 75.05		2.5	\$ 187.63
Project Manager	\$ 62.20		2.5	\$ 155.50
Project Engineer	\$ 62.20		2.5	\$ 155.50
Staff Engineer	\$ 47.11		2.5	\$ 117.78
Designer	\$ 40.62		2.5	\$ 101.55
Other	\$ 31.21		2.5	\$ 78.03

Firm Name

TERRA Engineering, Ltd.

Role	Direct Salary Rate	Multiplier	Billing Rate
Principal	\$ 78.00	2.5	\$ 195.00
Quality Control	\$ 68.40	2.5	\$ 171.00
Project Manager	\$ 64.40	2.5	\$ 161.00
Project Engineer	\$ 52.00	2.5	\$ 130.00

Firm Name

Susan Kill Kegan & Associates

Role	Direct Salary Rate	Multiplier	Billing Rate
Principal	\$ 50.00	2.5	\$ 125.00

Firm Name

ArchiTech Consulting, Inc.

Role	Direct Salary Rate	Multiplier	Billing Rate
Senior Specifier I	\$ 62.00	2.5	\$ 155.00
Senior Specifier II	\$ 54.00	2.5	\$ 135.00
Staff Specifier I	\$ 48.00	2.5	\$ 120.00
Staff Specifier II	\$ 42.00	2.5	\$ 105.00
Staff Assistant	\$ 30.00	2.5	\$ 75.00

Firm Name

Vistara Construction Services, Inc.

Role	Direct Salary Rate	Multiplier	Billing Rate
Principal	\$ 80.00	2.5	\$ 200.00
Quality Control	\$ 60.00	2.5	\$ 150.00
Project Manager	\$ 50.00	2.5	\$ 125.00
Project Engineer	\$ 40.00	2.5	\$ 100.00
Other	\$ 18.00	2.5	\$ 45.00

Firm Name

Bakergroup

Role	Direct Salary Rate	Multiplier	Billing Rate
Principal	\$ 90.00	2.5	\$ 225.00
Quality Control	\$ 60.00	2.5	\$ 150.00
Project Manager	\$ 60.00	2.5	\$ 150.00
Project Engineer	\$ 60.00	2.5	\$ 150.00
Staff Engineer	\$ 50.00	2.5	\$ 125.00
Designer	\$ 50.00	2.5	\$ 125.00
Other	\$ 30.00	2.5	\$ 75.00

Firm Name

Threshold Acoustics LLC

Role	Direct Salary Rate	Multiplier	Billing Rate
Partner	\$ 80.00	2.5	\$ 200.00
Principal Consultant	\$ 70.00	2.5	\$ 175.00
Senior Consultant	\$ 60.00	2.5	\$ 150.00
Senior Consultant	\$ 50.00	2.5	\$ 125.00
Consultant	\$ 50.00	2.5	\$ 125.00
Consultant	\$ 40.00	2.5	\$ 100.00
Technical Staff	\$ 30.00	2.5	\$ 75.00

Firm Name

Hugh Lighting Design

Role	Direct Salary Rate	Multiplier	Billing Rate
Principal	\$ 80.00	2.5	\$ 200.00
Project Manager	\$ 48.00	2.5	\$ 120.00
Designer	\$ 36.00	2.5	\$ 90.00

Firm Name

CDC Consultants

Role	Direct Salary Rate	Multiplier	Billing Rate
Associate	\$ 82.00	2.5	\$ 205.00
Consultant II	\$ 74.00	2.5	\$ 185.00

II. REIMBURSABLE EXPENSES

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

The following will be considered Reimbursable Expenses:

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

The following are NOT Reimbursable Expenses:

1. Plotting, printing and distribution of drawings and specifications for the purpose of coordination between members of the Architect's team, or otherwise incidental to the Architect's Services are not Reimbursable Expenses.
2. Office and administrative expenses, including telephone system expenses, photocopying, duplicating costs, postage, office & drafting supplies, fax and delivery services (except as noted above in A. 1. and A. 2. are not Reimbursable Expenses.

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

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

III. METHOD OF PAYMENT

1. Invoices. Once each month, the Design Architect will electronically submit each invoice to the Commission as detailed in Article IV. Engagement and Standards for Performing Services, Section 4.08, Document Control, Item f. Each invoice shall reflect the percentage of work completed during the preceding month.

Each invoice must reference the contract number and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms

of the Agreement, the Architect must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.

The Architect must attach MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice for review and approval. The report should indicate the current and cumulative payments to the MBE and WBE sub-consultants.

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

IV. INVOICING

The Architect will submit one original of its monthly invoice to the Commission's Accounts Payable Department clearly noting the contract number for approval.

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SCHEDULE E INSURANCE REQUIREMENTS

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

E.1. INSURANCE TO BE PROVIDED:

E.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago, Board of Education of the City of Chicago and City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

E.1.3. Automobile Liability (Primary and Umbrella)

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

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

E.1.4. Professional Liability

When Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

E.1.5. Property

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

E.1.6. Valuable Papers

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

E.1.7 Contractors Pollution Liability

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

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, Board of Education of the City of Chicago and City of Chicago, and others as may be required by the Public Building Commission of Chicago, as Additional Insured on a primary and non-contributory basis for on-going and completed operations.

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

ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

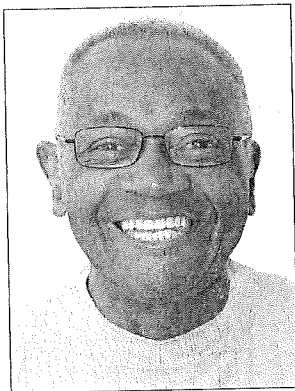
The Architect must require all its subcontractors to provide the insurance required in this Agreement, or Architect may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Architect unless otherwise specified in this Agreement.

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

The Public Building Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

SCHEDULE F
KEY PERSONNEL

Charles Smith, NCARB
Smith Harding
Project Executive



Profile

Mr. Charles Smith is President of Smith & Smith Associates, Inc. He has over 40 years of experience in architectural design, space planning, construction documentation and project management services for new and rehabilitated residential units, commercial and institutional structures. Charles is a former Chicago Landmarks Commissioner, and Director of Minority Affairs for the School of Architecture at the University of Illinois at Chicago.

Experience

Smith and Smith Associates Inc,
 1992-present

Barnett Jones and Smith, Inc, 1983-1992

Archetype Three Inc, 1981-1983

John D. Hilstcher and Associates Inc, 1979-1983

Environment Seven Ltd, 1969-1979

Selected Projects

School Investment Program, Public Building Commission of Chicago, 2013, Chicago, Illinois
 University of Illinois at Chicago, Reception Desk and Office Suite Renovation, Chicago, Illinois
 William H. Brown Elementary School Renovation, Chicago, Illinois
 Arnold Mireles Academy Public School Chicago, Illinois
 Chicago State University New Construction, Renovation, Site & Safety Improvements, Chicago, Illinois
 Cook County Oak Forest Hospital Exterior Facade Restoration, Oak Forest, Illinois
 MLK Heritage Health Center Phase I Interior Renovation, Chicago, Illinois

Komed Health Center Interior Renovation, Chicago, Illinois
 Department of General Services 7th, 10th, & 28th Ward Facilities LEED Certified, Chicago, Illinois
 Chicago Public Schools and MCR Programs, New construction and renovations, Chicago, Illinois
 Campus Park Program, Various Landscape Parks, Chicago, Illinois
 Page One Apartments Rehabilitation, Harvey, Illinois
 Chicago Housing Authority, Capital Improvement Program and City State Initiatives Phase I & II Chicago, Illinois
 Chicago Housing Authority, Washington Park Scattered Sites Rental Rehabilitation Program, Chicago, Illinois
 Evergreen Towers Elderly Building Remodeling Upgrade, Chicago, Illinois
 West Haven Park Phase I Town Homes, Chicago, Illinois
 ABLA/Roosevelt Square Multi-Family Development, Chicago, Illinois
 Lakefront Supportive Housing, Chicago, Illinois

Education
 University of Illinois,
 Chicago
 B. of Architecture

Professional Registration
 Architecture:
 Illinois
 Wisconsin

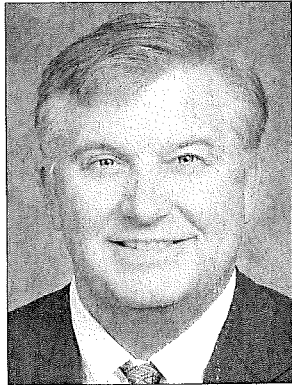
Professional Affiliations:
 American Institute of
 Architects

National Organization of
 Minority Architects

National Council of
 Architectural Registration
 Boards

Black Contractors United

Paul A. Harding, FAIA
Smith Harding
Project Executive



Education

University of Pennsylvania
 Master of Architecture,
 1983

University of Venice Institute
 of Architecture,
 Venice, Italy, 1983

Ball State University
 Bachelor of
 Architecture, 1975

Professional Registration
 Architecture:
 IL, IN, WI, MI, CA, NH, FL
 NCARB

Professional Affiliations:
 College of Fellows,
 American Institute of
 Architects

Interfaith Forum
 on Religion, Art and
 Architecture

Frank Lloyd Wright Building
 Conservancy

United States Green
 Building Council

Profile

As the Founding Partner of Harding Partners, Paul has made significant contributions to the built environment for over 35 years. His work has received 69 national, regional, and local design awards including 25 from the American Institute of Architects. In recognition of his work Paul was elected to the College of Fellows of the American Institute of Architects. His election citation reads, "A designer who has significantly advanced the character and quality of religious buildings, he serves a culturally diverse clientele, often with limited funds, to create spaces that celebrate the uniqueness of each client and project". Paul will be the Design Principal and Quality Control Leader for the Public Building Commission of Chicago.

Experience

Harding Partners, 1985-Present

Murphy/Jahn, 1982, 1983-85

Skidmore, Owings & Merrill, 1979-82

James Associates, 1975-79

Selected Projects

School Investment Program, Public
 Building Commission of Chicago,
 2013, Chicago, Illinois
 Salvation Army College for Officer
 Training, Mumford Residence Hall
 and Renovation, LEED Silver, 2009,
 Chicago, Illinois
 Salvation Army College for Officer
 Training, Campus Master Plan,
 2012, Chicago, Illinois
 Salvation Army College for Officer
 Training, Campus Playground,
 2012, Chicago, Illinois
 Salvation Army College for Officer
 Training, Chiller Plant,
 2010, Chicago, Illinois

Salvation Army College for Officer
 Training, Masonry Wall Restoration,
 2011, Chicago, Illinois
 Education and Office Wing, DuPage
 AME Church, 2011, Lisle, Illinois
 Marquette Elementary School
 Renovation, Chicago Public
 Schools, 2012 Chicago, Illinois
 LaSalle Language Academy, 2009,
 Chicago, Illinois
 Chicago International Academy,
 2009, Chicago, Illinois
 New Trier High School Renovation,
 Winnetka, Illinois
 Chicago Tabernacle Church, 2012,
 Chicago, Illinois
 St. Gertrude Parish Master Plan
 2012, Chicago, Illinois
 New Faith Baptist Church International,
 2012 Matteson, Illinois
 Oak Park & River Forest Day Nursery,
 2008, River Forest, Illinois
 Adams Central Elementary School,
 2003, Monroe, Indiana
 Downers Grove Christian School,
 2003, Downers Grove, Illinois
 Byrd Community Academy Elementary
 School, 2002, Chicago, Illinois
 Byrne Elementary School, 1999,
 Chicago, Illinois
 Stephen F. Gale Academy 1998,
 Chicago, Illinois
 Hamline Elementary School, 1996
 Chicago, Illinois
 Fulton Elementary School, 1995,
 Chicago, Illinois
 Armstrong, Corkery, Clark and Onahan
 Elementary Schools, 1994,
 Chicago, Illinois
 Chicago Housing Authority, Lathrop
 Elderly Apartments Renovations,
 2008, Chicago, Illinois
 Chicago Housing Authority, Loomis
 Court Family Housing Renovations,
 2008, Chicago, Illinois

Dominic J. LoGalbo
Smith Harding
Project Manager



Education
 University of California,
 Berkeley

Master of City and
 Regional Planning,
 1998

University of California,
 Berkeley

Master of Architecture,
 1996

University of Illinois at
 Urbana-Champaign

Bachelor of Science in
 Architectural Studies,
 1992

Profile

With a Master's Degree in architecture and city planning from the University of California, Berkeley, Partner Dominic LoGalbo addresses each project with a comprehensive approach. Utilizing proven community participation techniques Dominic has built consensus among divergent stakeholders for regional and local scale projects involving thousands of participants. He has facilitated over 50 public events including visioning workshops, community meetings, focus groups, and design charrettes. Dominic has been the Project Manager for over a dozen building types including three LEED projects. His commitment to improving the built environment has resulted in several of his projects receiving awards for design excellence. Dominic's first hand knowledge of construction techniques was developed during his tenure as the lead carpenter on the restoration of Frank Lloyd Wright's E. Arthur Davenport House. Dominic will serve as a Project Manager and Technical Leader for the Public Building Commission of Chicago.

Experience

Harding Partners, 2003-Present

Group 4 Architecture Research +
 Planning, Inc., 1998-2003

Wight & Company, 1992-94

Selected Projects

School Investment Program, Public
 Building Commission of Chicago,
 2013, Chicago, Illinois
 Salvation Army
 College for Officer
 Training, Mumford Residence Hall
 and Renovation, LEED Silver, 2009,
 Chicago, Illinois
 Salvation Army College for Officer
 Training, Campus Master Plan,
 2012, Chicago, Illinois

Salvation Army College for Officer
 Training, Campus Playground,
 2012, Chicago, Illinois
 Salvation Army College for Officer
 Training, Chiller Plant,
 2010, Chicago, Illinois
 Salvation Army College for Officer
 Training, Masonry Wall Restoration,
 2011, Chicago, Illinois
 Education and Office Wing, DuPage
 AME Church, 2011, Lisle, Illinois
 Marquette Elementary School
 Renovation, Chicago Public
 Schools, 2012 Chicago, Illinois
 LaSalle Language Academy, 2009,
 Chicago, Illinois
 Chicago International Academy,
 2009 Chicago, Illinois
 New Trier High School Renovation,
 Winnetka, Illinois
 Chicago Tabernacle Church, 2012,
 Chicago, Illinois
 St. Gertrude Parish Master Plan
 2012, Chicago, Illinois
 New Faith Baptist Church International,
 2012, Matteson, Illinois
 Oak Park & River Forest Day Nursery,
 2008, River Forest, Illinois
 Washington/Manor Branch Library,
 2003, San Leandro, California
 Central Park Public Library, 2002,
 Santa Clara, California
 Chicago Housing Authority, Lathrop
 Elderly Apartments Renovations,
 2008, Chicago, Illinois
 Chicago Housing Authority, Loomis
 Court Family Housing Renovations,
 2008, Chicago, Illinois
 Chicago Housing Authority, Harrison
 Courts Family Housing
 Renovations, 2008,
 Chicago, Illinois
 Chicago Housing Authority, Ogden
 Courts, General Renovation,
 2008, Chicago, Illinois

Lloyd E. Aragon, AIA, LEED AP
Smith Harding
Project Architect



Profile

Lloyd began his career at Harding Partners as an intern while a Master of Architecture student at Columbia University in New York City. His work has been exhibited in the Graduate School of Architecture Planning and Preservation's Gallery 400 and has been published in the journal Abstract and Autogenic Structures. Lloyd directs Harding Partners' visualization efforts using a variety of digital tools to help communicate our design work to clients and the larger community. Lloyd will serve as a Project Manager and Sustainability Leader for the Public Building Commission of Chicago.

Education

Columbia University
 Master of Architecture,
 2005

University of Illinois at
 Chicago
 Bachelor of Arts in
 Architectural Studies,
 2001

Professional Registration
 Architecture: IL

Professional Affiliations:
 American Institute of
 Architects

Experience

Harding Partners, Summer 2004,
 2005 - Present

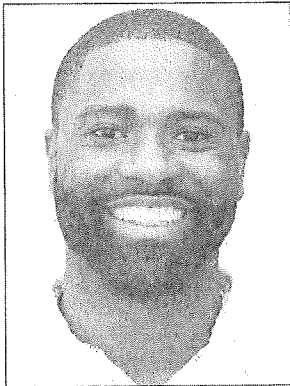
Stowell Cook Frolichstein Architects,
 Inc., 2000-02

Selected Projects

School Investment Program, Public
 Building Commission of Chicago,
 2013, Chicago, Illinois
 Salvation Army College for Officer
 Training, Mumford Residence Hall
 and Renovation, LEED Silver, 2009,
 Chicago, Illinois
 Salvation Army College for Officer
 Training, Campus Master Plan,
 2012, Chicago, Illinois
 Salvation Army College for Officer
 Training, Chiller Plant,
 2010, Chicago, Illinois
 Salvation Army College for Officer
 Training, Campus Playground,
 2012, Chicago, Illinois
 Salvation Army College for Officer
 Training, Masonry Wall Restoration,
 2011, Chicago, Illinois
 Education and Office Wing DuPage
 AME Church, 2011 Lisle, Illinois
 Marquette Elementary School

Renovation, Chicago Public
 Schools, 2012, Chicago, Illinois
 LaSalle Language Academy, 2011,
 Chicago, Illinois
 Marshall High School Renovation,
 2008, Chicago, Illinois
 Kershaw Elementary School
 Renovation, 2008, Chicago, Illinois
 New Faith Baptist Church International,
 2012 Matteson, Illinois
 Chicago Tabernacle Church, 2012,
 Chicago, Illinois
 Northside Roving Crew Facility,
 Chicago Public Schools, 2011,
 Chicago, Illinois
 Rock of Ages Baptist Church, 2010,
 Maywood, Illinois
 The Shrine of Our Lady of Pompeii,
 2010, Chicago, Illinois
 Beth Israel Center, 2009,
 Madison, Wisconsin
 New Life Covenant Oakwood Church,
 2005-08, Chicago, Illinois
 Bethel Lutheran Church, 2004-08,
 Chicago, Illinois
 United State Post Office Station
 Renovation, 2002, Chicago,
 Illinois
 Birnberg House Addition, 2002,
 Chicago, Illinois
 E. Arthur Davenport House Restoration
 2011, River Forest, Illinois; Frank
 Lloyd Wright, Original Architect
 Oak Park River Forest Day Nursery
 2008, River Forest, Illinois

Torric K. Myers
Smith Harding
Staff Architect



Education

Tuskegee University School
of Architecture,
Bachelor of
Architecture, 2002

Profile

This past summer, Torric was the project manager for the renovation of three Chicago Public Schools; Carter Elementary School, Harte Elementary School, and Ray Elementary School. Torric has over 8 years of experience independently leading projects from initial conception to project completion, including design, color selection, space planning, and architectural drafting. His key areas of expertise include green practices and design, new business development, project management and construction documents. Torric is a volunteer at the Chicago Architectural Foundation where he assists with tours, trains new volunteers, and helps at CAF events.

Experience

Smith & Smith Associates, 2013-present

UniQueARCHS, 2004-2013

McDonalds USA, LLC, 2008-2010

Selected Projects

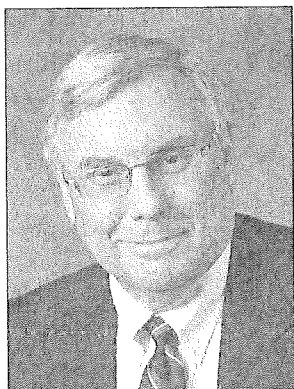
School Investment Program, Public
Building Commission of Chicago,
2013, Chicago, Illinois
Cabrini-Green Row Houses, Chicago,
Illinois
Anglo Kemlite Laboratories, Chicago,
Illinois
Chicago Public Schools, ADA
Renovations, Chicago, Illinois

Contracted Project Work

Virtual Home Tours
KASIDesigns, P.C.
Bob Brobson Inc.
URS- Chicago Public Schools
Chipman and Adams
Anglo Kemlite Laboratories
Smith & Smith Associates Inc.
Guajardo REC Architects LLC

Consultant Team Resumes

Charles E. Anderson
C.E. Anderson & Associates, PC
Principal Structural Engineer



Profile

Chuck has over 30 years experience in architectural design, structural engineering, project management, and building construction. He began his career with Perkins & Will, and has been involved with the design and management of a wide variety of projects for institutional and governmental agencies. He is personally responsible for guiding the performance of his staff members, supervising each project through all stages of the structural design. Chuck is a member of the Structural Engineers Association of Illinois, the Chicago Committee on High Rise Buildings, the American Concrete Institute and the American Society of Civil Engineers.

Experience

C.E. Anderson & Associates, 1995 - Present

Chipman Adams Ltd, 1994 - 1995

Perkins & Will, 1974 - 1994

Selected Projects

Addison Village Hall, Addison, Illinois
 Addison Library, Addison Illinois
 Friendship Center at Friendship Village, Schaumburg, Illinois
 Kildeer Village Hall, Kildeer, Illinois
 Lake in the Hills Village Hall, Lake in the Hills, Illinois
 Warren Township Town Hall/Senior Center, Gurnee, Illinois
 Levy Senior Center, Evanston, Illinois
 Orland Park Village Center, Orland Park, Illinois
 Northbrook Public Library, Northbrook, Illinois
 Fire Training Facility, Buffalo Grove, Illinois
 New Village Hall, Addison, Illinois
 Del Webb's Sun City, Huntley, Illinois
 Oak Brook Park District Facility, Oak Brook, Illinois
 Niles Park District Facility, Niles, Illinois

North Berwyn Custer Replacement School, Berwyn, Illinois
 Cary Grove School, Crystal Lake, Illinois
 New Oak Terrace Elementary School, Highland Park, Illinois
 New Middle School Will County District, Lockport, Illinois
 Braeside Elementary School Addition, Highland Park, Illinois
 Westfield, School Additions & Renovations, Bloomingdale, Illinois
 Troy High School, Troy Michigan
 Adlai E. Stevenson High School, Lincolnshire, Illinois
 Solon High School, Solon, Ohio
 123 North Wacker High Rise, Chicago, Illinois
 100 North Riverside High Rise, Chicago, Illinois
 225 North Wacker High Rise, Chicago, Illinois
 1800 North Sherman High Rise, Evanston, Illinois
 DeKalb Genetics, Inc., DeKalb, Illinois
 Corporate Headquarters Office Building, Northfield, Illinois
 Corporate Headquarters Office Building Expansion, Northfield, Illinois
 McGraw Hill Regional Headquarters, Dubuque, Iowa
 Motorola PCS Design Center, Champaign, Illinois
 Samsung Central Research Headquarters Building, Taejeon, Korea
 Gundersen Lutheran Hospital, La Crosse, Wisconsin
 Biomedical Research Building, Philadelphia, Pennsylvania
 Loyola University Medical Center, Maywood, Illinois
 St. James Hospital, Olympia Fields, Illinois
 Turnberry Country Club, Lakewood, Illinois
 Butler National Clubhouse Renovation, Oak Brook, Illinois

Education

University of Illinois at Urbana-Champaign,
 M.S. in Arch
 Engineering

TUniversity of Illinois at Urbana-Champaign,
 B.S. in Arch
 Studies

Professional Registration
 Structural Engineer: Illinois

Professional Engineer:
 Illinois and 19 other states

Professional Affiliations:
 American Society of Civil
 Engineers

Chicago Committee on
 High Rise Buildings

Structural Engineers
 Association of Illinois

American Concrete Institute

Board of Directors of Ace
 Mentoring

Judy A. Brady
C.E. Anderson & Associates, PC
Senior Project Engineer



Education

University of Illinois at
Urbana-Champaign,
Master of Architecture,
Structures Option,
1991

University of Illinois at
Urbana-Champaign,
Bachelor of Science in
Architectural Studies,
1989

Professional Registration
Illinois Structural Engineer,
2002

Illinois Architect, 1994

Profile

Judy has over 20 years of diversified structural engineering experience. She began her career at a consulting engineering firm specializing in field investigation and testing of distressed buildings, and structural analysis of architectural and structural components. Judy has worked as a structural engineer designing a wide variety of projects, including healthcare facilities, educational and government facilities, office buildings, restaurants and industrial buildings.

Judy is an active member of the Structural Engineers Association of Illinois. She is a licensed S.E. and Architect and has taught structural analysis for architects at Harper Community College in Palatine. She joined C. E. Anderson & Associates in 1998 as a project structural engineer.

Experience

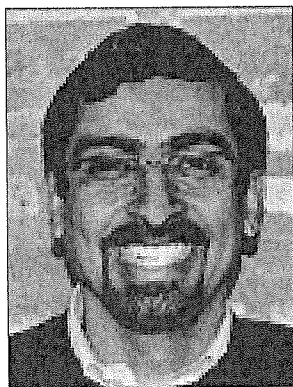
C.E. Anderson & Associates, 1999-Present

Selected Projects

Northwestern University Elder Hall Addition,
Evanston, Illinois
Oakton Community College, West Addition,
Des Plaines, Illinois
Barrington Early Learning Center,
Barrington, Illinois
New Oak Terrace Elementary School,
Highland Park, Illinois
Cary Grove High School Additions &
Renovation, Cary, Illinois
Cary 5/6 Elementary School Additions &
Renovation, Cary, Illinois
Lake Forest Country Day School Additions
& Renovation, Lake Forest, Illinois
Braeside Elementary School Addition,
Highland Park, Illinois
Westfield Middle School Additions &
Renovation, Bloomington, Illinois
U-46 New Elementary School E, Elgin,
Illinois

Winfield Middle School Additions &
Renovation, Winfield, Illinois
New Middle School Will County School
District, Lockport, Illinois
U-46 New Liberty Elementary School, West
Bartlett, Illinois
McHenry East High School Additions &
Renovation, McHenry, Illinois

Sachin Anand, PE, LEED AP
dbHMS Engineers
Principal MEP Engineer



Profile

Sachin Anand has designed, commissioned and managed commercial, residential, healthcare, industrial and award-winning sustainable design projects. Sachin is a LEED Accredited professional and brings over 15 years of experience to the team. Several of his projects have been featured in national and local publications including the Chicago Tribune.

He is an Adjunct Professor at Illinois Institute of Technology's College of Architecture and frequently presents on topics of sustainability such as ASHRAE 90.1, Energy Conservation Codes, Energy Modeling, LEED, and Integrated Design.

Experience

dbHMS Engineers, 2002 - Present

Selected Projects

St. Gertrude Master Plan, 2012, Chicago, Illinois
 Marquette Elementary School Renovation, Chicago Public Schools, 2011-12 Chicago, Illinois
 Albany Park Library, Chicago, Illinois
 Country Club Hills Fire Station, Country Club Hills, Illinois
 Oakbrook Public Library, Oak Brook, Illinois
 Ford Calumet Environmental Center, LEED Platinum, Chicago, Illinois
 University of Illinois Urbana-Champaign Public Safety Building, Urbana, Illinois
 University of Illinois Chicago Daley Library, Chicago, Illinois
 University of Chicago Milton Friedman Institute, LEED Gold, Chicago, Illinois
 University of Chicago Young Memorial Hall, Chicago, Illinois
 University of Chicago Harper Library, Chicago, Illinois
 Northwestern University Library, Evanston, Illinois
 Southwest Area High School, LEED Gold Certified, Chicago, Illinois

Ogden Elementary School, LEED Gold, Chicago, Illinois
 UNO Charter School, LEED Gold Certified, Chicago, Illinois
 Akiba Schechter Day School, Chicago, Illinois
 Clarendon Hills Middle School, Clarendon Hills, Illinois
 Additions/Renovations to HVAC Systems, 3 Township High Schools, District 214, Illinois
 Christ the King Jesuit College Preparatory School, Chicago, Illinois
 Adaptive Re-Use Offices, University of Illinois, Chicago, Illinois
 Columbia College Media Center, Video and Sound Stages, LEED Gold Certified Chicago, Illinois
 Joliet Junior College Facility Building, LEED Gold, Joliet, Illinois
 Joliet Junior College Greenhouse, LEED Silver, Joliet, Illinois
 HVAC Upgrades, Sherwood Elementary School, Chicago, Illinois
 New Village Hall, Village of Matteson Matteson, Illinois
 Science Storms Exhibit, Museum of Science and Industry, Chicago, Illinois
 Gary Comer Youth Center, Mixed Use Community Center, Chicago, Illinois
 Zion Benton Library, Zion, Illinois
 Bolingbrook Corporate Center, LEED Silver, Warehouse, Bolingbrook, Illinois
 Hybrid House, Energy Efficient Single Family Home, Chicago, Illinois

Education

Oklahoma State University
 Master of Science,
 Mechanical
 Engineering, 1996

Delhi College of Engineering
 Delhi, India
 Bachelor of Engineering
 Mechanical Engineering
 1994

Professional Registration
 Engineer: IL

LEED Accredited
 Professional

Professional Affiliations:
 American Society of
 Heating Refrigeration
 And Air Conditioning
 Engineers (ASHRAE)

National Fire Protection
 Association (NFPA)

American Society of
 Plumbing Engineers
 (ASPE)

Benjamin Rubach, PE, LEED AP
dbHMS Engineers
Operations Manager



Profile

Ben Rubach, Operations Manager at dbHMS, has been applying his hands on knowledge for over 8 years. His background includes: plumbing, HVAC, and fire protection with specialized experience in industrial facilities, police departments, fire stations, and health care. Ben's projects cover multiple engineering disciplines and sectors, showing that he can perform any project that comes his way. He has managed full disciplined teams, designed systems, and played key roles in major Chicago and national projects. At dbHMS he currently leads the dbHMS plumbing department and is a licensed professional engineer in the Illinois, Indiana, Ohio, Wisconsin, Michigan, and Pennsylvania

Education

Milwaukee School of
Engineering

Bachelor of Science
Architectural
Engineering, 2003

Professional Registration

Licensed Professional
Engineer: Illinois, Michigan,
Indiana, Wisconsin, Ohio,
Missouri

LEED Accredited
Professional

Professional Affiliations:

American Society of
Plumbing Engineers

Selected Projects

Chicago Development Board, Joliet Junior
College Facilities Building, LEED Silver,
Joliet, Illinois
Chicago Development Board, Rock Valley
College Arts Instructional Center, LEED
Gold Target, Rockford, Illinois
University of Chicago, Chicago
Theological Seminary, LEED Gold,
Chicago, Illinois
University of Chicago Young Memorial Hall,
Chicago, Illinois
University of Illinois Chicago Daley Library
Chicago, Illinois
University of Chicago Maroon Financial
Credit Union, Chicago, Illinois
University of Chicago School of Social
Service, ADA Renovations, Chicago,
Illinois
University of Chicago Milton Friedman
Institute, Chicago, Illinois
North Park University Burgh Hall
Chicago, Illinois
Chicago Public Schools, Southwest Area
Middle School, LEED Certified,
Chicago, Illinois
Chicago Public Schools, Southwest Area
High School, LEED Gold, Chicago,

Illinois

Chicago Public Schools, South Shore
High School, Chicago, Illinois
Chicago Public Schools, Hamline Public
School, Chicago, Illinois
Chicago Public Schools, Brighton Park
and Boone Clinton Elementary Schools,
Chicago, Illinois
Chicago Public Schools Ogden
Elementary, LEED Gold, Chicago, IL
Whiting Lakefront Museum, LEED Silver
Chicago, Illinois
Environmental Law and Policy Center,
LEED Platinum, Chicago, Illinois

Karen Steingraber, PE
Terra Engineering
Principal Civil Engineer



Profile

Karen Steingraber has led civil engineering services for over 100 projects of varying size and scope. She is expert at creating innovative storm water detention systems that are necessary with hardscape additions such as parking lots. She serves on the Advisory Boards of the Civil Engineering Department for Bradley University and University of Texas.

Experience

Terra Engineering 1992-Present
 Perkins & Will, Chicago, Illinois, 1988-1992
 K-Site Engineering, Austin, Texas, 1986-88
 Espey, Huston & Associates, Austin, Texas 1982-86
 David Fleming Company Denver, Colorado, 1980-82
 City of Austin, Austin, Texas, 1976-78

Selected Projects

Christ the King, Chicago, Illinois
 Old St. Mary's School, Chicago, Illinois
 Beth Shalom, Northbrook, Illinois
 Church of God, Chicago, Illinois
 St. Thomas United Methodist Church, Glen Ellyn, Illinois
 New Hope Christian Methodist Episcopal Church, Evanston, Illinois
 Third Unitarian Church, 301 North Mayfield, Chicago, Illinois
 Vernon Park Church of God, Lynwood, Illinois
 Moody Church, Chicago, Illinois
 Sunrise Baptist Church, Chicago, Illinois
 Fountain of Life Church, Lombard, Illinois
 Old St. Pauls Church, Illinois
 St. Xavier University, Roadway Improvements, Chicago, Illinois

St. Xavier University, Parking Lots, Chicago, Illinois
 IIT Research, Chicago, Illinois
 Chicago Jesuit Academy, Chicago, Illinois
 Chicago Housing Authority, Washington Homes, Chicago, Illinois
 Dearborn Homes, Chicago, Illinois
 Parkway Gardens, Chicago, Illinois
 Matteson History Society, Matteson, Illinois
 Catholic Seminary, Chicago, Illinois
 Fire Stations Prototype and 63, 84, 70, 102, 121, Chicago, Illinois
 Central for Green Technology, addition, LEED Platinum, Chicago, Illinois
 Park Boulevard Redevelopment, Chicago, Illinois
 Dan Ryan Woods, Nature Center, LEED Certified Chicago, Illinois
 Kennedy King College, Chicago, Illinois
 Chicago Public School Campus Parks, Chicago, Illinois
 Chicago Parks District Park Renovations, Chicago, Illinois

Education
 University of Texas,
 Master of Civil Engineering, 1981

University of Texas,
 Bachelor of Civil Engineering, 1976

Florida Atlantic University,
 Bachelor of Arts, 1971

Professional Registration
 Professional Engineer, IL, TX, WI, MI, IA, OH

Professional Affiliations
 National Society of Professional Engineers

Illinois Society of Professional Engineers

American Society of Civil Engineers

University of Texas,
 Advisory Board for College of Engineering

Danielle Kowalewski
Terra Engineering
Site Development Department Manager



Profile

Site Development Department Manager
Ms.Kowalewski has been involved in the planning, design, and permitting of various site development projects throughout the Chicagoland area. Early in her career, she worked at Engineering Ministries International (EMI) as a designer and draftsman for various institutional projects, including a hospital in Nigeria and a church in Tanzania. She later performed technical research and produced design renderings at BlueWork Design.

Experience

Terra Engineering Ltd., 2004-Present

Blue Work Design Group

Engineering Ministries International

Selected Projects

Fire Station 16, Chicago, Illinois
Little Village Library, Chicago, Illinois
Whitney Young Branch Library,
Chicago, Illinois
Powell Elementary School, Chicago,
Illinois
Edison Park Elementary School Annex,
Chicago, Illinois
University of Chicago, 5757 South
University (Friedman Center),
Chicago, Illinois
Jones High School, Chicago, Illinois
Juarez High School
Chicago, Illinois
University of Chicago, 58th Street West
Streetscape, Chicago, Illinois
Rush University Medical Center
Chicago, Illinois
Hodgkins Village Hall
Hodgkins, Illinois
Miles Square Health Center
Chicago, Illinois
Fires Stations 102, 109, 121
Chicago, Illinois

Chicago Housing Authority, Dearborn
Homes, Chicago, Illinois
Parkway Gardens, Chicago, Illinois
Chicago Housing Authority, Task
Orders, Chicago, Illinois

Education

Illinois Institute of
Technology

Bachelor of
Architecture, Minor in
Computer Aided
Design (CAD), 2004

Susan Kill Kegan
Susan Kill Kegan & Associates
Principal Landscape Architect

Profile

Susan has over 30 years of experience listening closely to clients to determine their objectives. She designs landscapes that complement existing architecture and incorporates site conditions to produce a plan that is unique, functional and beautiful. She has completed a wide variety of project areas including single and multi-family residential, commercial, schools and enhancements. Susan also donates time and talent in a "pro bono" capacity, serving on several neighborhood committees providing design assistance.

Experience

Education
University of Illinois at
Urbana-Champaign,
Bachelor of Landscape
Architecture

Susan Kill Kegan & Associates, 1985 -
Present

Christy Webber Landscapes

Selected Projects

Marquette Elementary School Renovation,
Chicago Public Schools, Chicago,
Illinois
Islamic Education Center, Chicago, Illinois
Villa Park Banquet Hall, Villa Park, Illinois
City of Chicago Landscape ordinance
compliance work
Exelon Solar Field, West Pullman, Illinois
Blue Island Streetscaping, Illinois
O'Hare Airport, Chicago, Illinois
Kraft Foods Facilities
Northwind Crossing Industrial Park, Hobart,
Indiana
Oscar DePriest Elementary School,
Chicago, Illinois
Fernwood School, Chicago, Illinois
Lewis School Campus Park,

Renee Doktorczyk, FAIA, CSI, CCS
ArchiTech Consulting, Inc.
Senior Architectural Specifier



Profile

Renee Doktorczyk, FAIA, has been the owner and president of ArchiTech Consulting for over 15 years. She has worked with higher education clients including Chicago State University, University of Illinois at Chicago and the University of Chicago as the Senior Architectural Specifier. Renee is an active member with the American Institute of Architects, Association of Licensed Architects, and the Construction Specifications Institute.

Experience

ArchiTech Consulting, Inc., 1998 - Present

Education

Illinois Institute of
Technology, Bachelor
of Architecture, 1991

University of Illinois at
Chicago, Certificate in
Business
Administration, 1999

Professional Affiliations
American Institute of
Architects

Association of Licensed
Architects

Construction Specifications
Institute

Specifications Consultants
in Independent Practice

ArchiText, 1990 - 1998

Selected Projects

Chicago State University College of
Pharmacy Phase 2, Chicago, Illinois

University of Chicago Lab Schools,
Chicago, Illinois

University of Chicago Knapp Center for
Biomedical Discovery, Chicago, Illinois

Yale Kline Chemistry Lab, New Haven,
Connecticut

Ann & Lurie Children's Hospital of Chicago,
Chicago, Illinois

Dawn Schuette, FAIA
Threshold Acoustics
Lead Acoustics Designer

Profile

At Illinois Institute of Technology, Dawn became interested in city and regional planning for its comprehensive view of the built environment and the place of people within it, but her lifelong interest in music reasserted itself shortly after college when she joined Kirkegaard Associates to focus on acoustics. Fifteen years and many profoundly successful projects later, she joined Threshold as a principal.

Dawn is an Adjunct Professor in the College of Architecture at the Illinois Institute of Technology and has authored an invited chapter for the Wiley & Sons publication, Building Type Basics for Performing Arts Facilities. She is Secretary of the AIA Chicago Chapter Board and is current Chair of the National AIA Advisory Group for the Interfaith Forum on Religion, Art, and Architecture (IFRAA).

Education

Illinois Institute of Technology, Bachelor of Arts in Architecture, Minor in Management, 1993

Illinois Institute of Technology, Masters of City and Regional Planning, 1993

Professional Affiliations:
 American Institute of Architects - Illinois Chapter

Interfaith Forum on Religion Art and Architecture (IFRAA)

Experience

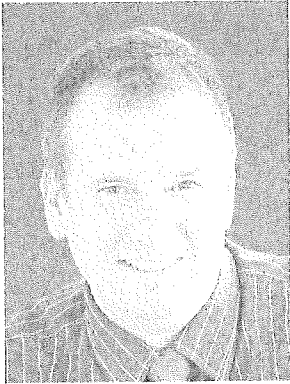
Threshold Acoustics 2009 - Present

Kirkegaard Associates

Selected Projects

Harpo Studios, Chicago, Illinois
 Media Production Center, Columbia College Chicago, Chicago, Illinois
 The Wallace M. Alston Campus Center, Agnes Scott College, Decatur, Georgia
 McCormick-Tribune Campus Center, Illinois Institute of Technology, Chicago, Illinois
 University of Chicago Laboratory Schools, Chicago, Illinois
 Bailey and Kathy Aalfs Auditorium, University of South Dakota, Vermillion, South Dakota
 Lethbridge Performing Arts Center, Lethbridge, AB, Canada
 Lone Tree Cultural Arts Center, Lone Tree, Colorado

Jim Sukenik
Bakergroup
Senior Food Service Consultant



Profile

Jim has served as principal-in-charge of over 1,500 foodservice-related projects since starting Bakergroup. He has led multiple projects involving teaching, demonstration, and testing kitchens.

With nearly three decades of outstanding performance in foodservice planning and design, including numerous awards and top honors for exceptional project results, Jim Sukenik, FCSI approaches every client challenge with the expertise, creativity and confidence necessary to address a broad scope of client needs.

Education

Michigan State University
Bachelor of Arts in
Hotel, Restaurant &
Institutional
Management

Professional Associations:

Foodservice Consultants
Society International
(FCSI)

Experience

Bakergroup 1984-Present

Selected Projects

Illinois State University, Culinary Innovation
Center
Gerber Products, Test/Demonstration
Kitchen
Michigan State University, Brody Square
Loyola University, DiNobli & CECL
University of Michigan, East Quad
University of Colorado Boulder, Center for
Community
University of Illinois Urbana Champaign,
PAR Dining
Ball State University, Tally Food Court
Indiana Wesleyan University, Barnes
Student Center
Western State College, College Center

Indiana University Bloomington, Forest
Quad
Normandale Community College, Kopp
Student Center
University of Colorado at Boulder, Center
for Community
North Carolina State University, The Atrium
University of Northern Iowa, Redeker
Center

Peter A. Hugh, LC, IESNA
Hugh Lighting Design, LLC
Lead Lighting Designer

Profile

Peter A. Hugh has been practicing architectural lighting design for over 25 years. Prior to starting Hugh Lighting Design in 1998, he worked for C.M Kling and Associates in Alexandria, Virginia rising to the role of Associate and Senior Designer. He left the firm to run the lighting group for A. Epstein and Sons Int'l in Chicago. Peter founded Hugh Lighting Design, LLC on the belief and conviction of a lighting firm based on providing creative, dynamic spaces grounded within realities of project run disciplines and attentiveness to lighting of spaces for people. He is actively involved with the Illuminating Engineering Society of North America and is also a member of the International Association of Lighting Designers.

Experience

Hugh Lighting Design, LLC 1998 - Present
A. Epstein & Sons, International, 1995-1998
CM Kling and Associates, 1987-1995

Selected Projects

Hyatt Regency, O'hare, Boston, Atlanta
NIH Access Community Health Network
Translational Research Building,
Chicago, Illinois
Opryland Convention Center Expansion,
Nashville, Tennessee
McCormick West Expansion Convention
Center, Chicago, Illinois
Gateway Canyons Resort, Gateway,
Colorado
Hyatt McCormick, Chicago, Illinois
Elmhurst College New Academic Building,
Elmhurst, Illinois

Education

Marquette University,
Bachelor of Arts in
Theater Arts, 1984

Professional Affiliations:
Illuminating Engineering
Society of North
America (IESNA)

International Association of
Lighting Designers
(IALD)

Lighting Certified (LC) by
NCQLP

Judd Storey, AIA
Curtainwall Design Consulting
Senior Consultant

Profile

Judd Storey, AIA has developed an expertise in construction and detailing of exterior envelopes for complex projects over the course of his career. Judd provides exterior wall consulting services to Architects, Owners, Contractors and Lawyers. He provides design details, performance specifications, field services and expert opinions for a wide variety of projects. Judd works effectively with clients and team members to provide technically sound, practical, value oriented solutions that benefit the project.

A.J. Celebrezze Federal Building,
Cleveland, Ohio
Pierre Federal Courthouse and Office
Building, Pierre, South Dakota
Mickey Leland Federal Building,
Houston, Texas
Richard H. Poff Federal Building,
Roanoke, Virginia
James K. Polk State Office Building,
Nashville, Tennessee

Experience

Curtainwall Design Consulting, 2005

Skidmore Owings & Merrill

Perkins & Will

Selected Projects

Loyola University Klarchek Information
Commons, Chicago, Illinois
College of DuPage Student Resource
Center Renovation, Glen Ellyn,
Illinois
University of North Carolina Genome
Science Laboratory Building,
Chapel Hill, North Carolina
University of Texas at Dallas Student
Services Center, Dallas, Texas
Trump International Hotel and Tower,
Chicago, Illinois
Joseph P. Kinneary Federal
Courthouse, Columbus, Ohio
Gwen and Jules Knapp Center for
Biomedical Discovery, Chicago,
Illinois
Art Institute of Chicago - Modern Wing,
Chicago, Illinois
E.M. Dirksen Federal Courthouse and
J.C. Kluczinski Office Building,
Chicago, Illinois
Aqua Tower, Chicago, Illinois

Education

Bachelor of Architecture
Ball State University

Professional Registration
Architecture: IL

Professional Associations:
American Institute of
Architects (AIA)

American Society of
Mechanical Engineers
(ASME) A120

Standard Committee
- Safety Requirements
for Powered Platforms
and Traveling Ladders
and Gantries for Building
Maintenance

Ramesh Nair
Vistara Construction Services
Principal Cost Consultant



Education

Carnegie Mellon University
Master of Science,
Building Performance/
Diagnostics

Mangalore University
Bachelor of
Architecture,
Architectural Design

Professional Registration
Licensed Architect: Illinois

Professional Affiliations:
LEED AP (BD + C)

Profile

Mr. Nair functions as a Project Executive in all aspects of Construction Management Services for Vistara Construction Services. He is responsible for the Coordination, Quality & Cost Control aspects for large institutional and commercial developments. Mr. Nair manages all quality take-offs and verification of prices. He identifies the target market and tracks the latest price fluctuations while taking sub-contractors' issues into consideration. He has developed a working relationship with numerous small and large contractors, which has helped maintain an accurate cost database. Mr. Nair is a licensed architect in the state of Illinois. His background in architecture has helped to further enhance his understanding of building systems and the viability of projects.

Experience

Vistara Construction Services

McClier and Skidmore, Owings and Merrill

Ludgate-Phase II

Selected Projects

University of Illinois Chicago, UIC Call Center, Chicago, Illinois
University of Illinois, Urbana-Champaign, ChemLife/ ARC Floor/ Illini Union
Northwestern University, Evanston Campus Master Plan, Evanston, Illinois
Northwestern University, Wieboldt Hall, Evanston, Illinois
University of Chicago, Harris School Renovation, Chicago, Illinois
University of Chicago, Math Stat Building/ Mandel Hall Renovation
Kennedy King College, Chicago City Colleges and Public Building Commission, 2007, Chicago, Illinois
Namaste Charter School, Chicago, Illinois
E.M. Dirksen Federal Courthouse, GSA, 2009-Present, Chicago, Illinois

North Air Traffic Tower/Administrative Base Building, O'Hare International Airport, 2004-2007, Chicago, Illinois
United Airlines Cargo Facility Relocation, O'Hare Modernization Program (OMP), 2005, Chicago, Illinois
FedEx Hangar Facility, 2005, Memphis, Tennessee
New Faith Baptist Church, Matteson, Illinois
St. Thomas United Methodist Church Glen Ellyn, Illinois
Lisle Public Library, Lisle, Illinois

Anna Klima-Drakontaidis
Vistara Construction Services
Assistant Project Manager



Profile

Ms. Klima-Drakontaidis functions as an Assistant Project Manager in all aspects of Architectural and Construction services. She is responsible for quantity and cost estimating, carrying out field surveys, site evaluation and space planning. Her architectural background allows her to understand the needs of the design professional while considering budgetary constraints.

Experience

Vistara Construction Services, 2004 - Present

Education

University of Michigan at
Ann Arbor
Master of Architecture,
2004

University of Illinois at
Chicago
Bachelor of Arts in
Architectural Studies,
2001

Selected Projects

University of Illinois Chicago, UIC Call
Center, Chicago, Illinois
University of Illinois, Urbana-Champaign,
ChemLife/ ARC Floor/ Illini Union/
Memorial Stadium/ UIUC Oak Street
Kennedy King College, City Colleges of
Chicago and Public Building
Commission of Chicago, Chicago,
Illinois
Coonley School Addition, Chicago Public
Schools, Chicago, Illinois
Sauganash Elementary School, Chicago
Public Schools, Chicago, Illinois
Albany Park Middle School, Chicago Public
Schools, Chicago, Illinois
Austin Campus High School, Chicago
Public Schools, Chicago, Illinois
Miles Davis School, Chicago Public
Schools, Chicago, Illinois
E.M. Dirksen Federal Buildings (GSA),
Chicago, Illinois
J.C. Kluczynski Federal Buildings (GSA),
Chicago, Illinois
Lisle Public Library, Lisle, Illinois
Sheridan & Devon Apartments, Chicago
Housing Authority, Chicago, Illinois

SCHEDULE G
OTHER CONDITIONS

NONE

EXHIBIT A
LEGAL ACTIONS

ATTACHED HERETO

Firm Name: Smith Harding Joint Venture

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 _____.	<input type="checkbox"/>	<input type="checkbox"/>
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 B
DISCLOSURE AFFADAVIT

ATTACHED HERETO

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 Charles Smith, AIA, as Principal
Name Title

and on behalf of Smith Harding Joint Venture
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: Smith Harding Joint Venture
2. Address: 224 South Michigan Avenue, Suite 245, Chicago, Illinois 60604
3. Telephone: 312.922.2600 Fax: 312.922.8222
4. FEIN: 36-4355016 SSN: _____

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".

- ☐ Corporation
☐ Partnership
☐ Sole Proprietorship
☒ Joint Venture

- ☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Not-for-profit Corporation
☐ Other: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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
Charles Smith, AIA	Principal
Paul A. Harding, FAIA	Principal

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

Name	Address	Ownership Interest Percentage
Charles Smith, AIA	1406 North Mohawk St, Unit A, Chicago, IL 60610	51%
Paul A. Harding, FAIA	559 Ashland Avenue, River Forest, Illinois 60305	49%

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

- ☐ 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SOLE PROPRIETORSHIP

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

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

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.
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/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

If the Contractor cannot make the certification contained in 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.

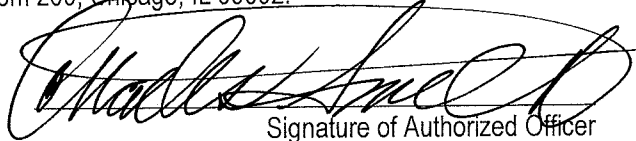
INCORPORATION INTO CONTRACT AND COMPLIANCE

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

Charles Smith, AIA

Name of Authorized Officer (Print or Type)

Principal

Title

312.922.2600

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 4th day of December, 2014 by

Charles Smith, AIA (Name) as Principal (Title) of

Smith Harding Joint Venture (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal

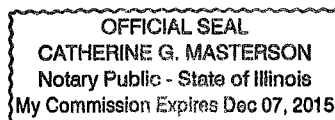


EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

ATTACHED HERETO

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):

Professional Services Agreement.

Description of goods or services to be provided under Contract:

Architecture. Smith & Smith Associates, Inc. and Harding Partners, Inc.
will jointly provide architectural services as part of a joint venture.

Name of-Consultant: Smith Harding Joint Venture

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:

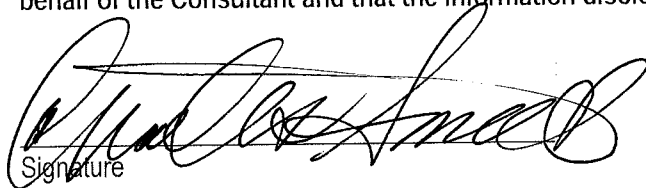
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)

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

The Consultant understands and agrees as follows:

- 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

12.4.2014

Date

Charles Smith, AIA

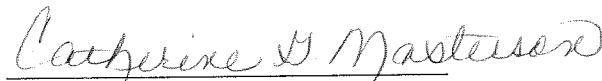
Name (Type or Print)

Principal

Title

Subscribed and sworn to before me

this 4th day of December 2014


Notary Public

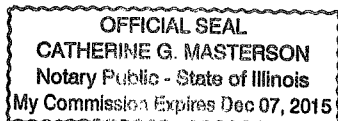


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

ATTACHED HERETO

1. Policy Statement

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

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - i. "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - ii. "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - iii. "Professional Service Contract" means a contract for professional services of any type.
 - iv. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - v. "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
 - vi. "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

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

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

ix. "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

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

- f. A Consultant may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
 - i. Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or the County of Cook must be submitted.
 - ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the Joint Venture agreement proposed among the parties. The Schedule B and the Joint Venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - i. Attendance at the Pre-bid conference;
 - ii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
 - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
 - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - a. The name, address and telephone number of MBE and WBE firms contacted;
 - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - vi. A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.

- vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
- viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
- ix. General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
 - i. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
 - ii. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

- a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
 - i. Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
 - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

- vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - vii. Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
 - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
 - ix. Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - x. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

9. Reporting and Record-Keeping Requirements

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

10. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.

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

11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Consultant to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

12. MBE/WBE Substitution Requirements and Procedures

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

- i. The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
- ii. The Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

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

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

- iv. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
- v. Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

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

14. Severability

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

SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

1. Name of Joint Venture Smith Harding Joint Venture
2. Address of Joint Venture 224 South Michigan Avenue, Suite 245
Chicago, Illinois 60604
3. Phone number of Joint Venture 312.922.2600
4. Identify the firms that comprise the Joint Venture
Smith & Smith Associates, Inc. and Harding Partners, Inc.
 - A. Describe the role(s) of the MBE/WBE firm(s) in the Joint Venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
Architect. Smith & Smith Associates, Inc. will jointly provide architectural services from Schematic Design through Project Closeout.
 - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.
Harding Partners is a 30 year-old architectural firm with expertise in educational facilities.
5. Nature of Joint Venture's business
Architecture
6. Provide a copy of the Joint Venture agreement. See Attached.
7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? 51 %
8. Specify as to:
 - A. Profit and loss sharing 51 %
 - B. Capital contributions, including equipment 51 %
 - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
None.
 - D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

There are no loan agreements.

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

Charles Smith, African American, President of Smith & Smith Associates, Inc., with input

A. Financial decisions: from Paul Harding, Caucasian, President of Harding Partners, Inc.

B. Management decisions such as:

1. Estimating: Charles Smith and Paul Harding, jointly

2. Marketing/Sales: Charles Smith

C. Hiring and firing of management personnel: Each firm hires and fires its own staff

D. Purchasing of major items or supplies: Each firm provides its own major items and supplies

E. Supervision of field operations: Charles Smith and Paul Harding, jointly

F. Supervision of office personnel: Charles Smith and Paul Harding, jointly

- G. Describe the financial controls of the Joint Venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each Joint Venturer to commit or obligate the other. Describe the estimated contract cash flow for each Joint Venturer.

Each firm tracks its own costs and invoices the joint venture for its time. The invoices are prepared jointly. All checks issued by the joint venture require the signatures of Charles Smith and Paul Harding.

- H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.

Smith & Smith Associates, Inc.: 4 Architects, 1 Administrator
Harding Partners, Inc.: 5 Architects, 1 Administrator

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

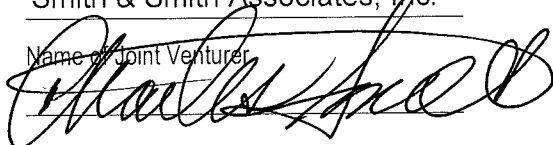
SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Smith & Smith Associates, Inc.

Name of Joint Venturer



Signature

Charles Smith, AIA

Name

President

Title

12.4.14

Date

State of Illinois County of Cook

On this 4th day of December, 2014

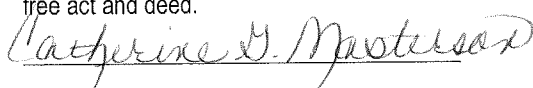
before me appeared (Name)

Charles Smith, AIA

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by

(Name of Joint Venture)

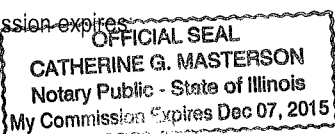
to execute the affidavit and did so as his or her free act and deed.



Notary Public

Commission expires:

(SEAL)



Harding Partners, Inc.

Name of Joint Venturer



Signature

Paul Harding, FAIA

Name

President

Title

12.4.14

Date

State of Illinois County of Cook

On this 4th day of December, 2014

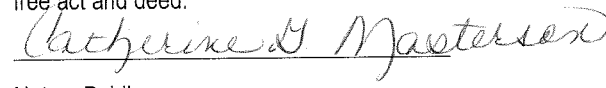
before me appeared (Name)

Paul A. Harding, FAIA

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by

(Name of Joint Venture)

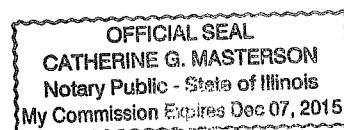
to execute the affidavit and did so as his or her free act and deed.



Notary Public

Commission expires:

(SEAL)





AIA[®] Document C101[™] – 1993

Joint Venture Agreement for Professional Services

AGREEMENT made as of the Twenty-First day of July in the year Two Thousand Fourteen

(In words, indicate day, month and year.)

BETWEEN the First Party:

(Name and address)

Smith & Smith Associates, Inc.
1406 North Mohawk Street, Suite A
Chicago, Illinois 60610

and the Second Party:

(Name and address)

Harding Partners, Inc.
224 South Michigan Avenue, Suite 245
Chicago, Illinois 60604

Party (Third, Fourth, etc.)	Name	Address
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To form a Joint Venture to be known as:

(Name and address)

Smith Harding Joint Venture
224 South Michigan Avenue, Suite 245
Chicago, Illinois 60604

It is the intention of the Parties to form this Joint Venture in order to enter into an agreement or agreements with the Owner for professional services in connection with the following Project:

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

Canty Elementary School
3740 North Panama Avenue
Chicago, Illinois 60634

Owner:

Public Building Commission of Chicago
50 West Washington Street
Room 200
Chicago, Illinois 60602

The Parties agree as set forth below.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 RIGHTS OF THE PARTIES
- 2 RESPONSIBILITIES OF THE PARTIES
- 3 REPRESENTATIVES AND POLICY BOARD
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- 16 SCHEDULE OF SERVICES
- 17 SCHEDULE OF PROPERTY
- 18 JOINT VENTURE OPERATIONS
- 19 INSURANCE COVERAGES
- 20 OTHER CONDITIONS OR SERVICES

ARTICLE 1 RIGHTS OF THE PARTIES

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

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

§ 2.6 All public statements and releases, including the issuance of photographs and renderings, for all media for the duration of this Agreement, are subject to the prior approval of the Policy Board. In subsequent presentations not made by the Joint Venture, and in any brochures or other releases of the Parties hereto, materials depicting or relating to the Project shall be identified as work of the Joint Venture and not that of a particular Party.

ARTICLE 3 REPRESENTATIVES AND POLICY BOARD

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

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

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

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

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

ARTICLE 4 MANAGEMENT OF THE JOINT VENTURE

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

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

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

ARTICLE 5 ACCOUNTING

§ 5.1 The Parties shall jointly retain an accountant to perform such duties as may be determined by the Policy Board. For the purposes of this Agreement, certified figures of the accountant shall be final, conclusive and binding upon the Parties.

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

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

§ 5.4 One or more joint bank accounts (hereinafter called the "Joint Account") shall be opened in such financial institutions as may be determined by the Policy Board.

§ 5.5 Each Party shall designate an individual or individuals authorized on its behalf to endorse checks deposited in and to sign checks drawn against the Joint Account. Checks drawn against said Joint Account shall require the signature(s) of the person or persons designated by the Policy Board.

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

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

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

ARTICLE 6 PROPERTY

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

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

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

ARTICLE 7 PRELIMINARY EXPENSES

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

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

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

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

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

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

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

ARTICLE 9 INSURANCE

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

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

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

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

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

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

ARTICLE 10 COMMENCEMENT AND TERMINATION

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

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

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

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

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

ARTICLE 11 CONTINUANCE

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

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

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

ARTICLE 12 DISPUTE RESOLUTION

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

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

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

§ 12.4 An arbitration pursuant to this Article 12 may be joined with an arbitration involving common issues of law or fact between a Party to this Agreement and any person or entity with whom that Party has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a Party to this Agreement, except by written consent

containing a specific reference to this Agreement signed by the Parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the Parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 13 LEGAL COUNSEL

§ 13.1 The Joint Venture shall retain, for the duration of this Agreement, legal counsel mutually agreeable to all Parties for use in connection with matters requiring the assistance of legal counsel. The expense of legal counsel shall be borne by the Parties in proportion to their participation as described in Section 18.1, or as otherwise determined by the Policy Board.

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

ARTICLE 15 CONTRIBUTIONS

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

Party (First, Second, etc.)	Capital Contribution (\$0.00)
FIRST PARTY:	\$150.00
SECOND PARTY:	\$150.00

§ 15.2 Should the Policy Board determine that additional funds are required or desirable to perform the Project Agreement, to pay any losses arising therefrom or to eliminate deficits resulting from prior overpayments to the

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

(Insert rate of interest agreed upon.)

| One (1) % per month

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

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

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

ARTICLE 16 SCHEDULE OF SERVICES

The Parties agree to provide the following specific services, respectively:

(If this Schedule is not used for this purpose, type in the appropriate reference document.)

| Assessments, planning, design, construction documents, bidding and award, construction administration, close-out, and warranty; by both firms with the lead firm decided on a project-by-project basis.

| Phase or portion of required services
All Services

Responsible Party (First, Second, etc.)
First and Second Parties

ARTICLE 17 SCHEDULE OF PROPERTY

The Parties agree to make available the following property for the use of the Joint Venture, respectively:

(If this Schedule is not used for this purpose, type in the appropriate reference document or, when appropriate, the phrase "Not Applicable" should be typed in the middle of the sheet.)

| Each party shall utilize its own resources to perform its work.

| Party (First, Second, etc.)
To be determined

Property
To be determined

ARTICLE 18 JOINT VENTURE OPERATIONS

Joint Venture Operations under this Agreement shall be based on:

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

- | 1. Division of compensation as noted below.
- | 2. Division of decision making: Smith & Smith – 50%; Harding Partners – 50%

DIVISION OF COMPENSATION

§ 18.1 INTERESTS OF THE PARTIES

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

Party (First, Second, etc.)

FIRST PARTY:

Dollars or percentage

Percentage to be determined after review of the scope of work and services required, based upon normal billing rates, mutually agreed upon by the joint venture parties.

SECOND PARTY:

Percentage to be determined after review of the scope of work and services required, based upon normal billing rates, mutually agreed upon by the joint venture parties.

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

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

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

For architectural services only, direct expenses are drawn from architectural fee. Direct expenses include mileage, printing costs, fax costs, plotting media, plotting replenishables, postage, courier services, and long distance telephone.

DIVISION OF PROFIT AND LOSS

§ 18.1 INTERESTS OF THE PARTIES

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

Party (First, Second, etc.)

FIRST PARTY:

Percentage of profit and loss

Smith & Smith Associates, Inc., fifty one percent (51%)

Harding Partners, Inc., forty-nine percent (49%)

SECOND PARTY:

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

§ 18.2 REIMBURSEMENTS

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

At normal billing rates mutually agreed upon by the joint venture parties.

Personnel category	Location	Method of compensation
To be determined	To be determined	To be determined

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

Party (First, Second, etc.)	Name of principal
FIRST PARTY:	Charles Smith
SECOND PARTY:	Paul A. Harding, FAIA

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

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

Other reimbursable expenses include plotting.
Reimbursement is for work performed as part of management of team and architectural services. Reimbursable expenses for engineering work are part of engineering fees.

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

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

ARTICLE 19 INSURANCE COVERAGES

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

Type of insurance	Minimum limit (\$0.00)
Smith Harding Joint Venture shall provide insurance equal to the amounts specified and according to the terms of the professional services agreement between the Joint Venture and Public Building Commission of Chicago for the two to three-year term of the project.	

Engineering consultants will be required to carry the same levels of insurance as Smith Harding Joint Venture. Their insurance shall be considered primary with regard to problems attributable to their negligent acts of omissions. However in the event that their insurance does not cover the claim(s) in full or in part for whatever reason, insurance carried by Smith Harding Joint Venture shall apply on a 50% and 49% basis respectively. Architectural liability shall be assigned based upon the

percentage of compensation and profit paid to each firm.

All parties of the Joint Venture must agree to protect and hold harmless the Joint Venture from previous, current and future law suites and debt that would affect all assets contributed and derived from the project(s).

ARTICLE 20 OTHER CONDITIONS OR SERVICES

§ 20.1 Principal Place of Business: Present offices of FIRST PARTY and SECOND PARTY

§ 20.2 Jurisdiction: Illinois

§ 20.3 Fiscal Year: January 1 to December 31

§ 20.4 Interim Decision Maker: Charles Smith and Paul Harding, jointly
(Insert other conditions and descriptions of other services.)

§ 20.5 All paper and electronic documents shall carry the same Smith Harding graphic designed by Paul Harding.

§ 20.6 All bank services including checking, shall be kept in a mutually agreed upon bank. All bank transactions, including but not limited to checks and withdrawals, must be signed by both Charles Smith and Paul Harding. All payments from the client must be deposited directly into this checking account.

§ 20.7 All invoices and correspondence regarding additional services will be approved by Charles Smith and Paul Harding.

§ 20.8 If published or submitted for a design award, the following credits for the work of Smith Harding shall be used: Smith Harding, a Joint Venture of Smith & Smith and Harding Partners.

§ 20.9 Payments from client are distributed upon receipt.

This Agreement entered into as of the day and year first written above.

FIRST PARTY

(Signature)

Charles Smith, AIA, Principal

(Printed name and title)

SECOND PARTY

(Signature)

Paul A. Harding, FAIA, Principal

(Printed name and title)

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

Name of Project: Arthur E. Canty Elementary School Annex
Project Number: 05750
Name of Firm: Smith Harding Joint Venture
Name of MBE or WBE Firm: Smith & Smith Associates, Inc.

Check the appropriate box: ☒ MBE or ☐ WBE

TO:

Smith Harding Joint Venture and Public Building Commission of Chicago

Name of Professional Service Provider

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

☐ Sole Proprietor

☒ Corporation

☐ Partnership

☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated July 1, 2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

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

\$330,240.00

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

N/A.

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Smith & Smith Associates, Inc.

Name of MBE/WBE Firm (Print)

12.4.2014

Date

312.266.6303

Phone

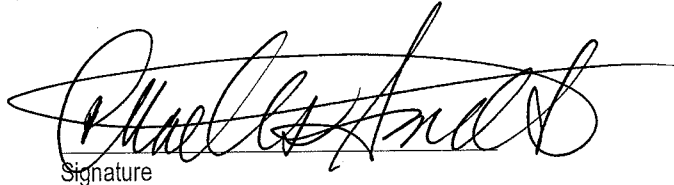
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

Charles Smith

Name (Print)

Signature

Name (Print)

☐ MBE ☐ WBE ☐ Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

SEP 3 2014

Charles Smith
Smith & Smith, Associates Inc.
1406 N. Mohawk St. Unit A
Chicago, IL 60610

Dear Charles Smith:

We are pleased to inform you that **Smith & Smith, Associates Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **9/1/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **9/1/2015, 9/1/2016, 9/1/2017, and 9/1/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **9/1/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **7/1/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

- 541310 - Architectural (except landscape) design services**
- 541310 - Building architectural design services**
- 541410 - Interior Design Services**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/mm

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

Name of Project: Arthur E. Canty Elementary School Annex

Project Number: 05750

Name of Firm: Nest Builders, Inc. (dba: dbHMS)

Name of MBE or WBE Firm: Nest Builders, Inc. (dba: dbHMS)

Check the appropriate box: ☒ MBE or ☐ WBE

TO:

Smith Harding Joint Venture and Public Building Commission of Chicago

Name of Professional Service Provider

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

☐ Sole Proprietor

☒ Corporation

☐ Partnership

☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated October 23, 2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project. MEP/FP/Lighting/Technology Design Services; Energy Modeling; LEED Doc.

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

\$195,000

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

0

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

0

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

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

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

By:

Nest Builders, Inc. (dba: dbHMS)

Name of MBE/WBE Firm (Print)

12/1/14

Date

(312) 915-0557

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

Sachin Anand

Name (Print)

Signature

Name (Print)

☐ MBE ☐ WBE ☐ Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

October 23, 2014

Victor Avila
Nest Builders Inc.
303 W Erie
Chicago, IL 60654

Email: drawings@dbhms.com

Dear Mr. Victor Avila,

This letter is to inform you that the City of Chicago has extended your status as **Minority Business Enterprise (MBE) until January 31, 2015**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

George Coleman Jr.
Deputy Procurement Officer

GC/sm

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

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

Name of Project: Arthur E. Canty Elementary School Annex

Project Number: 05750

FROM:

TERRA Engineering, Ltd. MBE _____ WBE X
(Name of MBE or WBE)

TO:

Harding Partners and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated December 1, 2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Civil Engineering

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

\$38,900.00 + Reimbursable Expenses

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

Terra Engineering, Ltd.

Name of MBE/WBE Firm (Print)

October 10, 2014

Date

312.467.0123

Phone

Karen Steingraber, PE

Signature

Karen Steingraber

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE _____



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

mcampbell@terraengineering.com

December 1, 2014

Karen S. Steingraber
Terra Engineering, Ltd.
225 W. Ohio Street – 4th Floor
Chicago, IL 60654

Dear Karen S. Steingraber:

This letter is to inform you that the City of Chicago has extended your status as a **Women Business Enterprise (WBE) until December 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George Coleman, Jr.
Deputy Procurement Officer

GC/sl

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

Name of Project: Arthur E. Canty Elementary School Annex
Project Number: 05750
Name of Firm: Susan Kill Kegan & Associates
Name of MBE or WBE Firm: Susan Kill Kegan & Associates

Check the appropriate box: ☐ MBE or ☒ WBE

TO:

Smith Harding Joint Venture and Public Building Commission of Chicago

Name of Professional Service Provider

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

☒ Sole Proprietor

☐ Corporation

☐ Partnership

☐ Joint Venture

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

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

The described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$2,500.00

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

0

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

0

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

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

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

By:

Susan Kill Kegan & Associates

Name of MBE/WBE Firm (Print)

12/01/2014

Date

773-239-7119

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Susan Kill Kegan

Digitally signed by Susan Kill Kegan
DN: cn=Susan Kill Kegan, o=Susan Kill Kegan &
Assoc, ou, email=skleganria@bcglobal.net, c=US
Date: 2014.12.01 17:38:44 -06'00'

Signature

Susan Kill Kegan

Name (Print)

Signature

Name (Print)

☐ MBE ☐ WBE ☐ Non-MBE/WBE

Susan Kill Kegan & Associates
Landscape Architecture Urban Design Site Planning
9620 South Damen Avenue
Chicago, IL 60643
773-239-7119
skeganrla@sbcglobal.net

December 1, 2014

Dominic LoGalbo
Harding Partners
224 South Michigan Avenue
Chicago, IL 60604

RE: Arthur E. Canty Elementary School Annex

Dear Mr. LoGalbo:

Please consider the attached Letter of Certification, verifying my eligibility as a Women Business Enterprise. Although expired, please understand that I have continued to practice as a registered landscape architect, and applied for renewal, submitting my application for a No Change Affidavit on 9/3/14. After receiving an extension letter from the City, good through November 30, 2014, they reviewed my No Change Affidavit, and I learned on Friday, November 28, that the City mistakenly sent me that letter, and that I need to apply for Certification. I spoke to George Coleman, Deputy Procurement Officer, who told me he would issue another extension letter once I submit all documents, valid while the department reviews my application. I will make that my priority.

Thank you for the opportunity to participate on the project. If you have any questions, please call.

Respectfully submitted,

Susan Kill Kegan
Registered Landscape Architect



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 25, 2010

Susan Kill Kegan
Susan Kill Kegan & Associates
9620 South Damen Avenue
Chicago, IL 60643

Certification Expires: 12/1/2011

Dear Susan Kill Kegan:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until 12/1/2011.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by 10/2/2011. In the coming months, the Office of Compliance will be sending you notice detailing the procedures for filing a request for recertification.

While you will not need to file a No Change Affidavit in 2010 or 2011, it is important to note that you have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please also note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to

- ♦ file your request for recertification within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period;
- or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Susan Kill Kegan & Associates is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

90656 Landscape Architecture

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

Name of Project: Arthur E. Canty Elementary School Annex
Project Number: 05750
Name of Firm: ArchiTech Consulting, Inc.
Name of MBE or WBE Firm: ArchiTech Consulting, Inc.

Check the appropriate box: ☐ MBE or ☒ WBE

TO:

Smith Harding Joint Venture and Public Building Commission of Chicago

Name of Professional Service Provider

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

☐ Sole Proprietor

☒ Corporation

☐ Partnership

☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 25, 2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

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

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

ArchiTech Consulting, Inc.

Name of MBE/WBE Firm (Print)

December 1, 2014

Date

224-345-3450

Phone

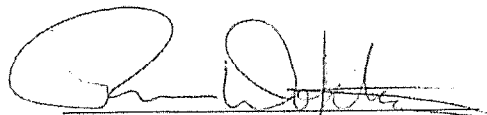
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

Renee Doktorczyk

Name (Print)

Signature

Name (Print)

☐ MBE ☐ WBE ☐ Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES

NOV 25 2014

CITY OF CHICAGO

Renee Doktorczy
ArchiTech Consulting, Inc.
111 E. Busse Avenue, Suite 301
Mt. Prospect, Illinois 60056

Dear Renee Doktorczy:

We are pleased to inform you that **ArchiTech Consulting, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **12/01/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2015, 12/01/2016, 12/01/2017, and 12/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

NOV 25 2014

Architech Consulting, Inc.

Page 2 of 2

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

541310 – Architectural (except landscape) Consultants' Offices

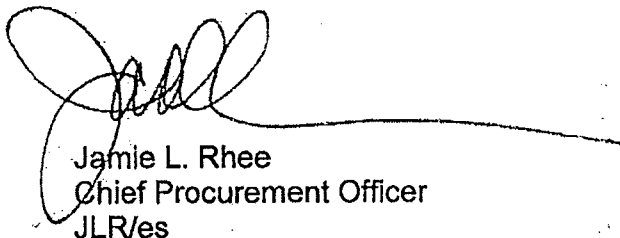
541310 – Architectural (except landscape) Design Services

541310 – Architectural Services

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/es

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

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

Name of Project: Arthur E. Canty Elementary School Annex

Project Number: 05750

FROM:

Vistara Construction Services, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Smith Harding Joint Venture and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

_____ a Sole Proprietor **X** _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7/16/2013. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

1. Provide construction cost estimates for specific building assemblies as directed by the architect. _____
 2. Assist Smith Harding in evaluating the cost/benefit of specific building system decisions. _____
 3. Provide input on the current bid market conditions. _____
- _____

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

A lump sum fee of \$5,000.00

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

Vistara Construction Services, Inc.

Name of MBE/WBE Firm (Print)

12/1/2014

Date

312-986-8660

Phone

Signature

Ramesh Nair

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE _____



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 16 2013

Bina Nair
Vistara Construction Services, Inc.
728 West Jackson Boulevard, Suite 526
Chicago, IL 60661-5480

Dear Ms. Nair:

We are pleased to inform you that **Vistara Construction Services, Inc.** has been re-certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **03/01/2017**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **03/01/2014, 03/01/2015, and 03/01/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **03/01/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **01/01/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

30
D.W.

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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


NAICS Code(s):

236220 – Construction Management, Commercial and Institutional Building

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

JLR/ha

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

Name of Project: Arthur E. Canty Elementary School Annex

STATE OF ILLINOIS }
 } SS

COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Principal and duly authorized representative of Smith Harding Joint Venture
Title _____ Name of Professional Service Provider

whose address is
224 South Michigan Avenue, Suite 245

in the City of Chicago, State of Illinois

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

Name of MBE/WBE Consultant	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Smith & Smith Associates, Inc.	Architecture and LEED Consulting	\$ 330,240	\$
Nest Builders, Inc. (dba: dbHMS)	MEP/FP Design; Energy Modeling; Lighting Design; LEED Documentation; Technology Services	\$ 195,000	\$
TERRA Engineering, Ltd.	Civil Engineering		\$ 38,900
Susan Kill Kegan & Associates	Landscape Architecture Services	\$	\$ 2,500
Vistara Construction Services, Inc.	Cost Consulting Services	\$ 5,000	\$
ArchiTech Consulting, Inc.	Architectural Specifications Services	\$	\$ 22,000
Total Net MBE/WBE Credit		\$ 530,240	\$ 63,400
Percent of Total Base Bid		41.9 %	5.0 %

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

Smith Harding Joint Venture

Name of MBE/WBE Firm (Print)

12.4.2014

Date

312.922.2600

Phone

IF APPLICABLE:

By:

Smith & Smith Associates, Inc.


Joint Venture Partner (Print)

12.4.2014

Date

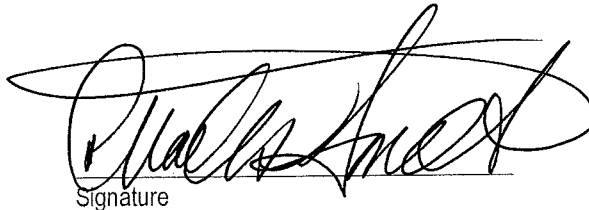
312.286.7043

Phone


Signature

Charles Smith, AIA

Name (Print)


Signature

Charles Smith, AIA

Name (Print)

☒ MBE ☐ WBE ☐ Non-MBE/WBE

EXHIBIT E
ELECTRONIC FILE TRANSFER AGREEMENT

ELECTRONIC FILE TRANSFER AGREEMENT

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: ELECTRONIC MEDIA

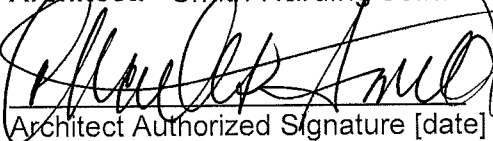
PROJECT NAME AND NO.: Cnty Elementary School--057500

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

TERMS OF AGREEMENT:

1. The PBC acknowledges that it has requested Architect to provide certain designs as electronic drawing file data in disk format and that the information contained on these disks is provided for its sole use and convenience. The PBC, at its own discretion, may choose to reassign this data to a third party, to whom all terms of this agreement shall also apply, by obtaining the third party's signature on the line below and sending a signed copy to Architect.
2. The undersigned further acknowledges that the true record of the design is the most recent printed copy of the design by Architect, and that errors and other changes may subsequently be introduced to the electronic format without the fault or knowledge of, and beyond the control of Architect.
3. The PBC and Architect hereby acknowledge and agree that to the extent the PBC, its agents, employees, consultants or contractors modify a design on electronic drawing file data such that the design differs from the last sealed hard copy prepared by the Architect, the PBC shall be responsible for any cost or harm incurred by the PBC due such modification.
4. This Data is an instrument of professional service prepared by Architect. Unless otherwise provided for in the Agreement, the reuse of this data, including designs and information included therein shall be at the sole risk of the user.

Architect: Smith Harding Joint Venture


Architect Authorized Signature [date]

Charles Smith, Principal

Acknowledged and Accepted for:

Signature of PBC Executive Director [date]

Acknowledged and Accepted by Third Party:

Signature of Third Party [date]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2014

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

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

PRODUCER
Inner-City Underwriting Agency, Inc.
P.O. Box 16130
Suite 102
Chicago IL 60616-0130

CONTACT NAME: Junior Pierre
PHONE (A/C, No, Ext): (312) 341-9080 FAX (A/C, No): (312) 341-9080
E-MAIL ADDRESS: info@inner-city.net

INSURED
Smith Harding Joint Venture

1406 N Mohawk St.
Unit A
Chicago IL 60610

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	41297
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 253

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	110720140135	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Specimen: Smith Harding Joint Venture; Public Building Commission of Chicago is included as additional insured.

CERTIFICATE HOLDER

ok eryan
Public Building Commission of Chicago 11/23/14
50 W. Washington, Room 200
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

COI_SmithHardingJV_ecr_2041CantyAORextract_20141117 Page 1 of 1 05750-03-09-02



September 4, 2014

Harding Partners
Dominic LoGalbo
224 South Michigan Avenue
Chicago, IL 60604

Re: Professional Liability/Umbrella Liability Coverage
Hanover Insurance Company
Policy No.: LHC908621304/OHC9444430
Policy Period: March 31, 2014 to March 31, 2015

Dear Dominic:

This letter will serve to confirm that the Professional Liability coverage carried by Harding Partners, referenced above, can be increased from \$2,000,000 per claim/\$5,000,000 per aggregate to a \$5,000,000 per claim/\$5,000,000 per aggregate to meet the Public Building Commission of Chicago's Professional Liability requirement. To satisfy the General Liability limit requirement of \$5,000,000 per occurrence, the Umbrella Liability coverage referenced above can be increased from \$2,000,000 per occurrence/\$2,000,000 aggregate to \$4,000,000 per occurrence /\$4,000,000 per aggregate.

If you have any questions or require additional assistance, please do not hesitate to contact me at 312.288.7466 or Maureen.Papadopoulos@Willis.com.

Sincerely,

MPapadopoulos

Maureen Papadopoulos
Client Manager, A&E Group
Direct Line: 312.288.7466
Email: Maureen.Papadopoulos@Willis.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2014

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

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PRODUCER
Inner-City Underwriting Agency, Inc.
P.O. Box 16130
Suite 102
Chicago IL 60616-0130

CONTACT NAME: Junior Pierre
PHONE (A/C, No, Ext): (312) 341-9080 FAX (A/C, No): (312) 341-9080
E-MAIL ADDRESS: info@inner-city.net

INSURED
Smith Harding Joint Venture

224 S Michigan Avenue
Suite 245
Chicago IL 60604

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	41297
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 253

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	110720140135	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Specimen: Smith Harding Joint Venture; The Public Building Commission of Chicago, Board of Education of the City of Chicago and City of Chicago are named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work. Waiver of subrogation in favor of the additional insureds.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

HARDPAR-01

POOLEKI

DATE (MM/DD/YYYY)

4/2/2014

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

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PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com		
	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378		
INSURED Harding Partners, Inc. Mr. Paul Harding 224 S Michigan Ave, Ste 245 Chicago, IL 60604	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hanover Insurance Company		22292
	INSURER B : Citizens Insurance Company of Illinois		10714
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		OHC9444430	3/31/2014	3/31/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							GEN'L AGGREGATE LIMIT APPLIES PER:	
A	AUTOMOBILE LIABILITY			OHC9444430	3/31/2014	3/31/2015	BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/>	
A	UMBRELLA LIAB	X		OHC9444430	3/31/2014	3/31/2015	EACH OCCURRENCE \$ 2,000,000	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE \$ 2,000,000
	DED						RETENTION \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WCC9444569	3/31/2014	3/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Professional Liab.			LHC908621304	3/31/2014	3/31/2015	See Attached	

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Professional Liability CARRIER: Hanover Insurance Company POLICY TERM: 03/31/2014 – 03/31/2015 POLICY NUMBER: LHC908621304	Per Claim Limit of Liability: \$2,000,000 Aggregate Limit of Liability: \$5,000,000 Retroactive Date: 05/01/1985 Deductible Per Claim: \$5,000

SMITH HARDING

Architecture
Planning
Construction Management



CANTY ELEMENTARY SCHOOL ANNEX

Proposal for Project No. 05750

Insurance

Enclosed are the Certificates of Insurance for both members of the Smith Harding Joint Venture. Smith & Smith Associates, Inc. is represented by Inner-City Underwriting Agency and Harding Partners, Inc. is represented by Willis of Illinois. Also included is a letter from Willis Insurance Company stating our ability to increase our coverage to meet the requirements set by the Public Building Commission of Chicago.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2014

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

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PRODUCER
Inner-City Underwriting Agency
1631 S Michigan Avenue Unit 102
Chicago IL 60616

CONTACT
NAME: Junior Pierre
PHONE (A/C No. Ext): (312) 341-9080 FAX (A/C No.): (312) 341-9084
E-MAIL: jpierre@inner-city.net
ADDRESS:

INSURED
Smith & Smith Associates Inc.
1406 N Mohawk
Chicago IL 60610

(312) 266-6303

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Property & Casualty Ins Hartford		29424
INSURER B: Hartford Underwriters Insurance		30104
INSURER C: Travelers Property & Casualty		
INSURER D: Twin City Fire		29459
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: Cart ID 45

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	838BATL2940	5/15/2014	5/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	83UECRZ9646	5/15/2014	5/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	838BATL2940	5/15/2014	5/15/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WECNX4737	5/15/2014	5/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			102285068	5/15/2014	5/15/2015	each occurrence/aggregate 2,000,000

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

Additional Insured-General and Auto Liability (Primary & Non-contributory): The Chicago Housing Authority and its respective Commissioners, board members, officers, directors, agents, employees, vendors, invitees and visitors.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Junior Pierre

For Informational Purposes Only

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2014

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

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PRODUCER Willis of Illinois, Inc 233 S. Wacker Drive Suite 2000 Chicago IL 60606	CONTACT NAME: Willis A&E Group	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED Harding Partners, Inc. Mr. Paul Harding 224 S. Michigan Ave., Ste. 245 Chicago IL 60604	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hanover Insurance		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2084310655

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	OHC9444430	3/31/2014	3/31/2015	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY	Y	Y	OHC9444430	3/31/2014	3/31/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	OHC9444430	3/31/2014	3/31/2015	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	WBC9444569	3/31/2014	3/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Professional Liability (including SPX coverage)			LHC908621304	3/31/2014	3/31/2015	\$3,000,000** \$5,000,000	per claim aggregate

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

**Applies to Specific Project to be Described: Specific Project Excess (SPX) Coverage \$1,000,000 excess \$2,000,000 primary limit each claim

Additional Insured-General Liability & Automobile Liability applies, as required by written contract.

Waiver of Subrogation applies on the above listed policies (except for the Professional Liability) when required by written contract/agreement.

CERTIFICATE HOLDER**CANCELLATION**

SPECIMEN CERTIFICATE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

PZM
R045DATE (MM/DD/YYYY)
11/4/2014

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

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PRODUCER		CONTACT	
INNER CITY UNDERWRITING AGENCY INC		NAME:	
551005 P:(312) 341-9080 F:(312) 341-9084		PHONE (A/C, No, Ext): (312) 341-9080	
1631 S MICHIGAN AVE UNIT 102		FAX (A/C, No): (312) 341-9084	
CHICAGO IL 60616		E-MAIL ADDRESS:	
INSURED		INSURER(S) AFFORDING COVERAGE	
SMITH & SMITH ASSOCIATES, INC.		INSURER A: Hartford Casualty Ins Co	
1406 N MOHAWK ST APT A		INSURER B: Hartford Underwriters Ins Co	
CHICAGO IL 60610		INSURER C: Twin City Fire Ins Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

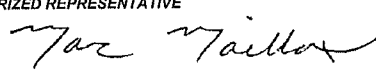
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			83 SBA TL2940	05/15/2014	05/15/2015	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	General Liab	X					MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY			83 UEC RZ9646	05/15/2014	05/15/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	X HIRED AUTOS	X	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	UMBRELLA LIAB	X	OCCUR	83 SBA TL2940	05/15/2014	05/15/2015	EACH OCCURRENCE	\$2,000,000
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$2,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83 WEC NX4737	05/15/2014	05/15/2015	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**

Smith Harding Joint Venture 1406 N MOHAWK ST CHICAGO, IL 60610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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