



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT
Services Less Than \$25,000
RAMOVA THEATER STABILIZATION SERVICES – PS1933**

This Contract is made and is dated June 18, 2012
by and between:

PBC: Public Building Commission of Chicago
50 West Washington
Chicago, Illinois 60602 ("PBC") and

Consultant: Globetrotters Engineering Corp.
300 South Wacker Drive, Suite 400
Chicago, Illinois 60606
Attn: Mr. Jack Svaicer

For the Services of: Description of Services attached
hereto as Exhibit A.

At the total ~~times and not to exceed~~ fee of: "LUMP SUM FEE" (CS)
\$23,430.00

Project: Ramova Theater Stabilization Services

PUBLIC BUILDING COMMISSION OF CHICAGO

By: [Signature]
Erin Lavin Cabonargi

Title: Executive Director

Date: 8/4/12

Consultant: Globetrotters Engineering Corporation

By: [Signature]

Title: President

Date: 8/3/12

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract 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. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all

times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

4. Time is Of The Essence. Time is of the essence for this Contract.

5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

6. Compensation of Consultant. The Commission shall pay the Consultant a Lump Sum Fee, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

8. Indemnity. The Consultant shall defend, indemnify and hold the City of Chicago, PBC and its commissioners, officers, agents, officials, and employees harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the PBC harmless shall survive the expiration, termination or cancellation of this Contract and

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shall include the payment of any and all attorneys' fees and costs incurred by the PBC in defending any such claim.

notice to the Consultant.

9. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

16. Notices. All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the PBC and the City of Chicago as an additional insured on a primary, non-contributory basis.

17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

18. Governing Law. The laws of the State of Illinois shall govern this Contract.

12. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Contract. 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 PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

19. Choice Of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

13. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

15. Termination. The PBC reserves the right to terminate this Contract at any time by providing written

23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

25. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto 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 herein.

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**EXHIBIT A
DESCRIPTION OF SERVICES**

Consultant Services includes but limited to the following services;

Design and provide construction administration services as described in the work description identified on the attached proposal from Consultant, dated May 23, 2012, revised June 5, 2012 (Attachment 1).

ATTACHMENT 1
SCOPE OF SERVICE

(CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE)



May 23, 2012
REVISED June 5, 2012

Mr. Ariel Vaca, Project Manager
Public Building Commission of Chicago
Richard J Daley Center, Room 200
50 West Washington Street
Chicago, Illinois 60602

RE: Ramova Theatre Stabilization Proposal

Dear Mr. Vaca:

Thank you for inviting Globetrotters Engineering Corporation (GEC) to participate in this important building stabilization project for the City of Chicago.

GEC is pleased to submit our proposal to the Public Building Commission (PBC) in response to your request to provide the required professional design and construction phase services in an effort to help preserve the Ramova Theatre at 3518 South Halsted Street.

Using the drawings sketches # TK-1, 2 and 3 as our basis, we understand the scope of work is to continue the building stabilization efforts as a short term renovation of the building envelope. The goals of this project are to address water infiltration issues, halt continued masonry deterioration and to prevent materials from falling from the building exterior.

GEC's proposed Scope of Services includes the following.

Ramova Theatre

Design Phase:

- Review of drawings TK-1-2-3, dated May 02, 2012 to verify conditions w/ site visit
- Critical Examination Report dated June 2010 used as reference
- Site visit to verify conditions
- Supplement the TK drawings with masonry repair details as determined
- Supplement the TK drawings with technical specifications for masonry repairs
- Assist Contractor with the Permit Process
- Assist PBC with review of Contractor's proposal for renovation work

Mr. Ariel Vaca, Project Manager
 Public Building Commission of Chicago
 May 23, 2012
 REVISED June 5, 2012
 Page 2

Construction Phase:

- Limited on site observation consistent with scope of renovation effort / 4 to 6 hours per week
- Field Reports for site visits
- Review and respond to Contractor's RFI's
- Limited shop drawing review of submittals from Contractor
- Utilize PBC standard reporting forms
- Anticipate 3 project meetings during CA phase (Kick-off-Pre-construction, Intermediate, Final)
- Substantial and Final completion review with final report of stabilization work effort

Proposal based upon the following understanding.

- Anticipate the construction phase duration at 8 weeks
- Limited stabilization work completed recently by Department of Housing and Development
- TK documents prepared by A-One Group Ltd., as basis for work
- Anticipated schedule to start construction phase in July 2012

Fee Proposal

Staff	Hours	Rate/ Hr.	Totals
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Design Phase:

• Dan Pifko / Structural Eng. Details and specifications	40	\$ 135	\$ 5,400
• Anant Rajguru / CADD	24	\$ 90	\$ 2,160
• Permit Assistance	16	\$ 135	\$ 2,160
		Sub-Total	\$ 9,720

CA Phase:

• Dan Pifko / SE			
On-site	32	\$ 135	\$ 4,320
RFI's	8		\$ 1,080
Field Reports	16		\$ 2,160
Shop Drawings	6		\$ 810
Meetings (3)	12		\$ 1,620
Punch List/Close -out	16		\$ 2,160
		Sub-Total	\$ 12,150



Mr. Ariel Vaca, Project Manager
Public Building Commission of Chicago
May 23, 2012
REVISED June 5, 2012
Page 3

Management:

• Jack Svaicer AIA	4	\$ 140	\$ 560
• Reimbursable costs			\$ 1,000


TOTAL GEC FEE **174** **\$ 23,430.00**

Globetrotters Engineering Corporation is based in Chicago and is a 100% MBE professional design firm. All of the work proposed will be done with our own licensed professional staff.

Please let me know if you require additional information regarding this proposal and thank you again for the consideration. We look forward to working with the PBC.

Sincerely,


GLOBETROTTERS ENGINEERING CORPORATION


Jack Svaicer AIA
Director of Architecture



**EXHIBIT B
COMPENSATION OF THE CONSULTANT**

B.1 CONSULTANT'S FEE

B.1.1 ~~The Commission shall pay the Consultant for the satisfactory performance of the Services a Timecard Not To Exceed~~ ^{"LUMP SUM FEE"} Amount ("Fee") of \$23,430.00 for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services. 

B.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

**EXHIBIT C
INSURANCE**

(CONSULTANT'S CERTIFICATE OF INSURANCE FOLLOWS THIS PAGE)



CERTIFICATE OF LIABILITY INSURANCE

GLOBE-3

OP ID: JW

DATE (MM/DD/YYYY)

06/14/12

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 The David Agency Insurance Inc 385 N York Rd Elmhurst, IL 60126 Frederick D. Arkin		630-516-9000 630-516-0700	CONTACT NAME: PHONE (A/C, No, Ext): 630-592-5370 E-MAIL ADDRESS: jones@thedavidagency.com FAX (A/C, No): 630-516-0700
INSURED Globetrotters Engineering Corp 300 S. Wacker Dr. #200 Chicago, IL 60606		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Assurance Co. INSURER B: Houston Casualty Company INSURER C: James River Group INSURER D: The Hartford Insurance Co. INSURER E: Admiral Insurance Company INSURER F: Acuity	
		NAIC # 38288 14184	

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
C	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	00052538-0	03/22/12	03/22/13	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> \$50,000 Occ Ded						MED EXP (Any one person) \$ Excluded
	<input checked="" type="checkbox"/> \$10M Per Projec						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO	X		83UECJG5137	03/22/12	03/22/13	Emp Ben. \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB			H12XC50086-00	03/22/12	03/22/13	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	EIG1472878	03/22/12	03/22/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E	Professional Liab			E000001768601	08/17/11	08/17/12	Prof Liab 5,000,000
F	BPP W/ RC-Spcl			X389392	03/12/12	03/12/13	Property 2,123,709

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

Valuable Papers \$1,600,000 Acuity Ins #X37382
 Employee Dishonesty \$75,000 Acuity Ins X37382
 Re: PBC ECR 1933 Ramova Theater AOR 20120613-Public Building Commission & C of Chicago are named as Additional Insureds, Primary & Non Contributory with Waiver of Subrogation with respect to the General Liability Coverage

CERTIFICATE HOLDER**CANCELLATION**

PUBLIC-2 Public Building Commission Richard Dale Center 50 West Washington St, Rm 200 Chicago, IL 60602 ok eryan 7/10/12	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 <i>J. Ellen Weldon</i>
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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD
 COI_Globetrotters_ecr_1933Ramova_20120614 04410-03-09-02

NOTEPAD:

HOLDER CODE **PUBLI-2**
INSURED'S NAME **Globetrotters Engineering Corp**

GLOBE-3
OP ID: **JW**

PAGE **2**
DATE **06/14/12**

(Umbrella is follow form)
Public Building Commission and the City of Chicago is named as Additional
on a primary non-contributory basis with respect to the Auto Liability

AOR
Ramova Theater 04410

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

D.1. INSURANCE TO BE PROVIDED:

D.1.1. Workers' Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago and the 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 Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

When Consultant 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 Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

D.1.5. Property

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

D.1.6. Valuable Papers

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

D.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 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 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 Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Consultant 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 Consultant is not a waiver by the PBC of any requirements for the Consultant to obtain and maintain the specified insurance. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the 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 Consultant 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 Consultant. All self-insurance, retentions and/or deductibles must conform to these requirements.

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

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

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

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

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

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

If Consultant or its subcontractors 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.

EXHIBIT D
DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS1933

Description or goods or services to be provided under Contract: Ramova Theater

Stabilization Services

2. Name of Consultant: Globetrotters Engineering Corporation

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

Retained Parties:

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

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

4. The Consultant understands and agrees as follows:

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

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

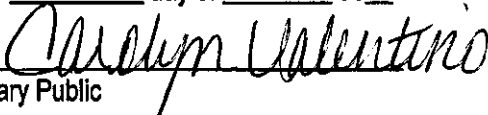

Signature

Michael J. McMurray
Name (Type or Print)

July 11, 2012
Date

Chief Operating Officer
Title

Subscribed and sworn to before me

this 11th day of July 2012

Notary Public

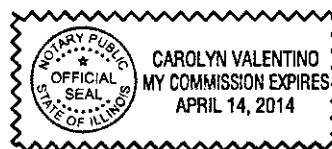


EXHIBIT E
M/WBE REPORT
MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

Yes _____ No

If "Yes" check and ATTACH copy of current Letter of Certification:

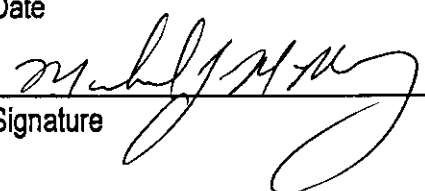
Certifying Agency:

State of Illinois - Department of Central Management Services _____
Women's Business Development Center _____
Chicago Minority Business Development Council _____
City of Chicago
County of Cook _____
Metropolitan Water Reclamation District _____

Category: MBE
WBE _____

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

Globetrotters Engineering Corporation
Company Name
Michael J. McMurray
Print Name

July 11, 2012
Date

Signature



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 11 2012

Niranjan Shah
Globetrotters Engineering Corporation DBA GEC Design Group and
Globetrotters Group
300 South Wacker Drive Suite 400
Chicago, IL 60606-6716

Annual Certificate Expires: June 1, 2013

Dear Niranjan Shah:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **June 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **4/1/2013**.

It is important to note that you also 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 note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o 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

Globetrotters Engineering Corporation
DBA GEC Design Group and Globetrotters Group

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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.

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

**PROJECT MANAGEMENT SERVICES;ENGINEERING
CONSULTING;ENGINEER SERVICES, PROFESSIONAL;DESIGNING
SERVICES;COMPUTER AIDED DESIGN SERVICES;DRAFTING
SERVICES;SURVEYING SERVICES (NOT AERIAL OR
RESEARCH);INTERIOR DESIGN/DECORATOR SERVICES;MANAGEMENT
CONSULTING**

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

Thank you for your continued participation in the City's Certification and Compliance Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

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