

PUBLIC BUILDING COMMISSION OF CHICAGO



**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1806
With
HITCHCOCK DESIGN GROUP
TO PROVIDE THE SERVICES
OF
DESIGN ARCHITECT FOR
LANDSCAPE AND SITE DESIGN SERVICES**

Public Building Commission of Chicago

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

www.pbcchicago.com

Public Building Commission of Chicago	
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01 PBC: 14-06-09	Copy To:
02 PMO:	
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04 PROJECT No: 00000	
REC'D SEP 16 2010	
Authority 01:	
Controls 02:	
Procure 03:	
Plan/Design 04:	
Construct 05:	
FFE 06:	
CloseOut 07:	

**Mayor Richard M. Daley
Chairman**

**Erin Lavin Cabonargi
Executive Director**

CN-PBC-GSB-PS1806 DA Hitchcock Design-20100826

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EXECUTION PAGE

THIS AGREEMENT for Design Architect for Landscape and Site Design Services ("Agreement"), effective as of August 26, 2010, but actually executed on the date witnessed below, 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 **Hitchcock Design Group** with offices at 180 North Wacker Drive, Suite 003, Chicago, Illinois 60606 (the "**Design Architect**").

Recitals:

Whereas, the Commission intends to undertake from time to time the development of campus parks, playgrounds and other parks ("Project") located in the City of Chicago ("City") at the request of various governmental and public agencies ("User Agency").

WHEREAS, the Commission requires certain professional services as described in Schedule B of this Agreement as modified from time to time by Task Order (the "Services") in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

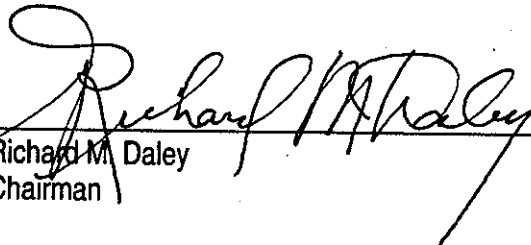
WHEREAS, the Design Architect desires to be retained by the Commission to perform the Services and has represented to the Commission that the Design Architect is qualified and competent, by education and training, and has the knowledge, skill, experience and other resources necessary to prepare drawings and specifications necessary to complete the Project in accordance with standards of reasonable professional skill and diligence, and to perform the Services required by this Agreement in accordance with terms and conditions of this Agreement.

WHEREAS, in reliance upon the Design Architect's representations and Key Personnel as identified in Schedule E, the Commission has selected the Design Architect to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

NOW, THEREFORE, the parties have executed this Agreement on the terms and conditions in the Agreement:

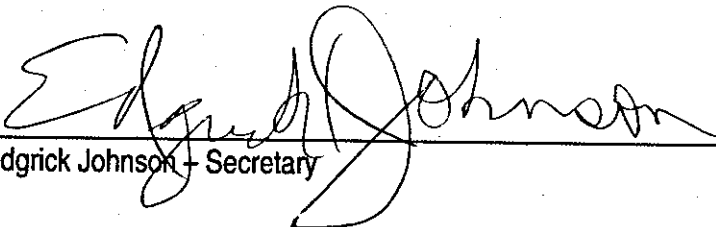
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PUBLIC BUILDING COMMISSION OF CHICAGO


Richard M. Daley
Chairman

Date: _____

ATTEST:


Edgwick Johnson - Secretary

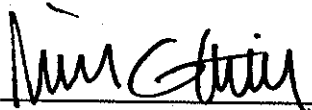
Date: 9/16/2010

Approved as to form and legality


Neal & Leroy, LLC

Date: 9-8-10

HITCHCOCK DESIGN GROUP

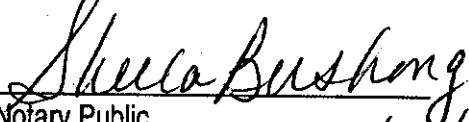

President

Date: 9.1.10

County of: DuPage

State of: Illinois

Subscribed and sworn to before me by ~~West~~ + SKB and Richard G. Hitchcock
on behalf of Consultant this 15th day of Sept, 2010.


Notary Public

My Commission expires: 12/30/12

(SEAL OF NOTARY)



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SCHEDULE A

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 this Agreement.

Article II. DEFINITIONS AND USAGE

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

- (a) **Additional Services.** Services requested by the Commission beyond the scope of Basic Services, to be provided by the Design Architect pursuant to the provisions of a Task Order.
- (b) **Agreement.** This Agreement for Design Architect for Landscape and Site Design Services, between the Commission and the Design Architect, including all exhibits, schedules and documents attached hereto and incorporated herein by reference, and all amendments, modifications, revisions or Task Orders made in accordance with its terms.
- (c) **Architect or Architect of Record.** The company or other entity assigned to provide Architect-of-Record Services on specific Projects. The Design Architect may be assigned Architect-of-Record Services.
- (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 or PBC.** The Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers.
- (f) **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, Standard Terms and Conditions Procedures Manual, Technical Specifications, Drawings, Addenda, Bulletins and Modifications.
- (g) **CW System or CW.** The on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.

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- (h) Day. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (i) 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 Design Architect is required, under this Agreement and assigned Task Order, to provide to the Commission.
- (j) Design Architect. The company or other entity identified in the Agreement, and such other successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (k) Key Personnel. Those job titles and individuals identified in Schedule E.
- (l) Project. Various School Facilities undertaken by the Commission for use by the User Agency.
- (m) Services. Collectively, the duties, responsibilities and tasks that are necessary to allow the Design Architect to provide the Scope of Services required by the Commission under this Agreement and the assigned Task Order.
- (n) Subconsultant or Subcontractor. Any person or entity hired or engaged by the Design Architect to provide any part of the Services required under the terms of this Agreement and the assigned Task Order.
- (o) Task Order. A document issued by the Commission to the Design Architect pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Design Architect together with any applicable exhibits or schedules, a timetable for Deliverables and the applicable fees.
- (p) User Agency. The governmental agency or agencies identified in the assigned Task Order that requested the Commission to undertake the construction/improvement or development of the Project.

Section 2.02 Usage and Conventions.

- (a) Captions and Headings. The captions and headings of the various sections of this 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 this 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.

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Article III. INCORPORATION OF DOCUMENTS

The Schedules A through I are incorporated in and made a part of this Agreement. By executing this Agreement, the Design Architect acknowledges that Design 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 **Policies Concerning MBE and WBE (Schedule G).** The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

Section 4.01 **Engagement.** The Commission engages the Design Architect, and the Design Architect accepts the engagement, to provide the Services described in this Agreement and the assigned Task Order, as the same may be amended from time to time by mutual agreement of the Commission and the Design Architect.

Section 4.02 **Key Personnel.** The Design Architect must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Design Architect that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in Schedule E of this Agreement. Upon that notice, Design 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 Design Architect must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of this Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Design Architect must include among its staff the Key Personnel and positions as identified and specified in Schedule E of this Agreement. The level of staffing may be revised from time to time by notice in writing from Design Architect to the Commission and with prior written consent of the Commission.

Section 4.04 **Nondiscrimination.** In performing under this Agreement the Design 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 Design 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

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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, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Design 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 Design 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 Design 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 Design 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 Design Architect, out of payments due to the Design 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 Design 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 Design Architect will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

Section 4.07 Records. The Design Architect must maintain accurate and complete records of expenditures, costs and time incurred by the Design Architect and by consultants engaged by the Design 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 Design Architect's offices upon reasonable notice during normal business hours. The Design Architect must retain all such records for a period of not less than five (5) calendar years after the termination of this Agreement. However, if there is a disagreement over fees, then such records must be retained for an additional five (5) calendar years or until a final resolution of the matter whichever occurs first.

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Section 4.08 Document Control

- a.) The Commission has an on-line collaboration and document management system, (the "CW System"). The Design Architect shall use the CW 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 CW System shall be the mode of conveyance and repository for all Project Record Documents. The Design Architect shall post all Project-related documents, including Record Documents, on the CW System. By executing this Agreement, the Design Architect agrees to comply with all terms and conditions required by the Commission for the use of the CW System.
- b.) Within 15 calendar days of the Notice to Proceed, the Design Architect shall designate an employee that will serve as its System Coordinator. The Design Architect's System Coordinator will be the point of contact for the Commission for implementation and support for the Design Architect's use of the CW System.
- c.) Employees of the Design Architect and its Subconsultants who will use the CW 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 CW System requires a broadband connection with the Internet (e.g., at a minimum, T1, cable modem, or DSL) for effective use. The Design Architect 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 Design Architect to the Commission will occur via the CW 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 CW System and a hard copy shall be transmitted as required by the Contract Documents. Signed and/or stamped documents must be scanned and uploaded to the CW System.
- e.) The Design Architect shall be solely responsible for its use of the CW System, as well as use of the CW System by its Subconsultants.
- f.) The Design Architect shall submit all invoices in electronic format using the PBC's CW System and document management system. All submitted invoices shall include a cover page as provided by the Commission.

Section 4.09 Compliance with Laws. In performing its engagement under this Agreement and the assigned Task Order, the Design 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 Design Architect

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will cause such meetings to be attended by appropriate personnel of the design team engaged in performing or knowledgeable of the Services.

Section 4.11 Defects in Project. The Design Architect must notify the Commission immediately if the Design 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 without limitation, construction defects, cost overruns or scheduling delays.

Section 4.12 Performance Standard.

- (a) The Design Architect represents that the Services performed under this Agreement and the assigned Task Order 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 Design Architect further promises that it will assign at all times during the term of this Agreement the number of experienced, appropriately trained employees necessary for the Design Architect to perform the Services in the manner required by this Agreement and the assigned Task Order.
- (b) The Design 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 Design Architect must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Design Architect remains responsible for the professional and technical accuracy of all Services furnished whether by the Design 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 this Agreement and the assigned Task Order.
- (c) The Design Architect must not assign any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under this Agreement and the assigned Task Order.
- (d) If the Design Architect fails to comply with the obligations under the standards of this Agreement and the assigned Task Order, the Design 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 Design Architect of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by this Agreement and the assigned Task Order. This provision in no way limits the Commission's rights against the Design Architect either under this Agreement, at law or equity.

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- (e) Evaluations of the Construction Budget 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 Design Architect represent the Design Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Design 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 Design 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 Design Architect. The Committee will, as appropriate, conduct an internal review of any alleged error or omission, provide a written statement of claim regarding the alleged error or omission to the Design Architect, allow the Design Architect to respond in writing, and meet with the Design Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Design Architect will attend such meetings without additional compensation. Upon notice or discovery, and as directed by the Commission, the Design 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 Design Architect, damages incurred by the Commission resulting from errors or omissions in the Contract Documents prepared by the Design Architect. The Commission may withhold payments, in whole or in part, for a material breach of this Agreement, including but not limited, to the Design Architect's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to the terms of this Agreement or the assigned Task Order.

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

Section 4.14 Representation and Covenant by Design Architect. Neither the Design Architect nor any affiliate of the Design Architect is listed on any of the following lists maintained by the Office of 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

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concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 4.15 Subcontract Terms and Conditions. Design Architect shall include a provision in any and all subcontracts that Design 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 and the Assigned Task Orders 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 entered into pursuant 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 Design Architect or Design Architect's Subcontractors. Each subcontract shall further require that by executing the subcontract, the Subcontractor consents to an assignment of the subcontract by the Design Architect to the Commission upon the request of the Commission for such assignment.

Article V. TASK ORDERS

Section 5.01 Task Order Service Requests. During the term of this Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under this Agreement (a "Task Order Service Request" or "TOSR"). Each such Task Order Service Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided by the Design Architect in responding to the Task Order Service Request.

Section 5.02 Task Order Proposals. The Design Architect must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, budget, Deliverables, a list of technical personnel who will perform the Services and any other information or requested documents in the Task Order Service Request. The Task Order Proposal must be submitted within the time specified in the Task Order Service Request. Any costs associated with the preparation of such Task Order Proposal are not compensable under this Agreement and the Commission is not liable for any such costs.

Section 5.03 Review Process. The Commission will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with Design Architect regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Design Architect negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Design Architect must submit a revised Task Order Proposal (based upon such negotiations) to the Commission.

Section 5.04 Notice of Approval of Task Orders. All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director. Absent approval of a Task Order and issuance of a Notice to Proceed as provided in the following sub-paragraph, the Commission will not be obligated

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to pay or have any liability to Design Architect for any Services or Deliverables provided by Design Architect pursuant to such Task Order.

Section 5.05 Notice to Proceed. After approval of the Design Architect's engagement to perform Services under a Task Order (as evidenced by the execution of the Notice of Award by the Executive Director, the Commission shall issue a Notice to Proceed authorizing the Services that are within the scope of such Task Order and attaching or incorporating the applicable Task Order. Upon receipt of an executed Notice to Proceed issued by the Authorized Commission Representative, the Design Architect will promptly commence and perform, in accordance with the Task Order, the Services set forth in the Task Order. The Design Architect shall not commence the applicable Services unless and until the Commission issues the Notice to Proceed.

Section 5.06 No Obligation. The Design Architect acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include the Design Architect in any solicitation for Task Order Proposals.

Article VI. TERMS

Section 6.01 Duration. The term of this Agreement is three (3) years with one (1) successive one year renewal options at the sole discretion of the Commission. The term of this Agreement shall begin upon the final execution of this Agreement, and, subject to the provisions of Section 6.02 below, shall expire ~~two (2)~~ ^{three (3)} years after the effective date of this Agreement, or any renewal option period if exercised by the Commission. However, when a Task Order Service Requested has been issued, during the duration of the Agreement, the Agreement shall remain in effect until the services have been completed as determined by the Commission.

1/15/10 7/2/10
FCH-9.9.10

Section 6.02 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 Design Architect at least 30 days before the effective date of termination. So long as the Design Architect is not in default under this Agreement at the time of termination, the Commission will pay the Design Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Design Architect for periods up to the effective date of termination. The Commission may exercise any right of set off regarding Design Architect's failure to properly perform Services from payments that are due to Design Architect.

Section 6.03 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 Design Architect hereunder with respect to all or any part of the Services, by written notice given to the Design Architect at least five (5) days before the effective date of suspension. During the notice period, the Design Architect must wind down its Services. So long as the Design Architect is not in default under this Agreement at the time of suspension, the Commission will pay the Design Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Design Architect for periods up to the effective date of suspension.

- (a) During the period the Design Architect's performance is suspended, the Design Architect is not entitled to incur fees or bill the Commission, except for Design Architect's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Design Architect's invoices or claims). The

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Design Architect may bill such time spent during a suspension only if the Design 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 C. Participation in meetings at the request of the Commission is not considered to be resumption of the Design Architect's Services.

- (b) If the Design Architect is required to resume its Services under this Agreement, the Commission will notify Design Architect in writing, giving Design Architect a reasonable period not to exceed ten (10) days to remobilize itself. The Design 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 C. 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 the Project Schedule, establishing a revised Completion Date of Services, and Design Architect will recommence its Services at the point they were suspended and may resume billing in accordance with the terms of this Agreement.

Section 6.04 Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Design Architect from liability for its performance of any obligation under this Agreement or any assigned Task Order that was performed or was to have been performed by the Design Architect on or before the effective date of termination or suspension. In no event will the Commission be liable to the Design Architect for any loss, cost or damage, including lost profits, which the Design Architect or any other party may sustain by reason of the Commission terminating or suspending this Agreement.

Section 6.05 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 Design Architect under this 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 Design Architect is not in default of any obligation of the Design Architect under this Agreement, the Commission will pay to the Design Architect, according to the terms of this Agreement, and the assigned Task Order, all compensation and reimbursements due to the Design 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.

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Article VII. COMPENSATION OF DESIGN ARCHITECT; REIMBURSEMENT FOR EXPENSES

Section 7.01 Compensation of the Design Architect; Submission of Invoices through CW. The total amount of fees [and costs] to be paid by the Commission during the term of this Agreement, excluding any renewal option periods, shall not exceed the sum of \$2,000,000.00. The Commission shall compensate the Design Architect for the Services in the manner set forth in Schedule C of this Agreement, or as modified by assigned Task Order. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

Article VIII. RIGHTS AND OBLIGATIONS OF COMMISSION

Section 8.01 General and Specific. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Design Architect, the Commission has the following rights and obligations, in addition to those provided elsewhere in this Agreement and the assigned Task Orders:

- (a) Information. The Commission will provide the Design 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 this Agreement, the Commission will make reasonable efforts to examine documents submitted by the Design Architect and render decisions pertaining to them with reasonable promptness.
- (c) Site Data. To the extent the Commission determines to be necessary for the Design Architect to perform the Services, the Commission may furnish, or may authorize the Design 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 title report.
 - (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

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utility lines.

- (vi) If the Design Architect does procure these or any other services at the request of the Commission, the Design Architect shall not be liable for the substantive accuracy or completeness of such services, nor shall the Design Architect be vicariously liable for the procured services.
- (d) Tests and Reports. To the extent required for the Design 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 Design Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. The Commission will pay for such tests and reports, however, the Commission may direct the Design Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule C.
- (e) Design Architect's Rights and Obligations with Respect to Commission-Provided Information ("CPI"). The Design Architect may rely upon the CPI provided by the Commission as described in this Section 8.01, provided, however, that the Commission expects the Design Architect to review such CPI in detail and verify such CPI to the extent it may be reasonable and prudent for the Design Architect to do so for the proper performance of the Services under this Agreement and the assigned Task Orders. The Commission makes no warranties and representations with respect to the accuracy of the information provided. Design Architect must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI to the Authorized Commission Representative. In the event that Design Architect believes that additional compensation is due to the Design 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, Design Architect furnishes reasonable and appropriate evidence that Design Architect has met its obligation to review and verify the CPI.

Section 8.02 Audits. The Commission has the right to abstract and audit the books of the Design Architect and its subcontractors on all subjects relating to the Project and/or the Services.

Section 8.03 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 Design Architect.

Section 8.04 Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Design Architect or any party engaged by the Design Architect pertaining to the Project and/or the Services will be the property of the Commission. The Design Architect

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shall provide the Commission with opportunity to review all such documents and shall provide copies to the Commission upon written request. The Design 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 Design 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 Design 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 this Agreement, and the assigned Task Orders, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
- (b) The Design 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 Design 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 and the Assigned Task Order the Design 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 Design Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Design Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Design Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.
- (d) In addition, the Design 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 Design Architect will provide to the Commission the final plans and specifications for the project in an editable, electronic form. Further, the Design 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 Design Architect is indemnified by the Commission for any damages resulting

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from any such future re-use or adaptation of the Work by having the Executive Director and Architect execute an Electronic File Transfer Agreement.

Article IX. INDEMNIFICATION

Section 9.01 Indemnification. The Design Architect must indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, (including court costs and expert's fees) that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Design Architect's negligent performance or non-performance of the agreement or of any error or omission or negligent or willfully wrongful act of the Design Architect, or and any person employed by the Design Architect, or and any Subcontractor retained by the Design Architect in connection with any assigned Task Order.

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

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

Article X. INSURANCE MAINTAINED BY THE DESIGN ARCHITECT

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

Article XI. DEFAULT

Section 11.01 Events of Default. Each of the following occurrences constitutes an Event of Default by the Design Architect under this Agreement:

- (a) Failure or refusal on the part of the Design Architect to duly observe or perform any obligation or agreement on the part of the Design Architect contained in this Agreement and any assigned Task Order, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion,

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- (v) Failure to comply with a material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- (vi) The Design 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 Design Architect (as defined in Article XIV) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- (g) The Design Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, the Chicago Public Schools or the Chicago Park District. The Design Architect acknowledges that in event of a default under this Agreement the Commission may also declare a default under any such other agreements.

Section 11.02 Consequence of Default. 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 this Agreement upon written notice to the Design Architect, in which event the Commission has no further obligations hereunder or liability to the Design 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 Design 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 this Agreement is not subject to claim or dispute under Article XII.

Section 11.03 Remedies Not Exclusive. No right or remedy in this 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 this 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 XII. CLAIMS AND DISPUTES

Section 12.01 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 Design Architect will present all disputes which cannot be resolved by discussion with the Authorized Commission Representative to the Executive Director for final determination, subject to Section 12.04 below.

Section 12.02 Claim Procedure. The Design 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 Design Architect; 3) the facts underlying the dispute; 4) reference to the applicable provisions of this Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all

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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 Design 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 12.03 Dispute Procedure. In the event that the Authorized Commission Representative and Design Architect can not resolve the Claim, the Design Architect may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 12.02 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

Section 12.04 Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Authorized Commission Representative was filed or was due unless the Executive Director notifies the Design Architect that additional time for the decision is necessary. The Design Architect must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Design Architect disagrees with the Executive Director's final decision, the Design Architect may, as its sole and exclusive remedy, 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 Design Architect. However, the Design Architect must have followed the procedures in this section as a condition precedent to filing a common law writ of certiorari and must file the common law writ of certiorari within thirty-five (35) days of receipt of the Executive Director's decision or all right to seek judicial review is waived. The Design Architect shall not withhold performance of any Services required by the Commission under this Agreement and the assigned Task Order during the dispute resolution period.

Section 12.05 Design Architect Self-Help Prohibited. The Design 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 Design Architect's claims against the Commission or User Agency will constitute bad faith on the Design Architect's part. This provision is not intended to prohibit the Design Architect from exercising its well-considered professional judgment in carrying out its duties and responsibilities under the Agreement.

Article XIII. CONFIDENTIALITY

All of the reports, information, or data prepared or assembled by the Design Architect under this Agreement and assigned Task Orders are confidential, and except as may be necessary to perform its services the Design Architect must not make such reports, information or data available to any party without the prior written approval of the Commission. In addition, the Design Architect

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must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services. If the Design Architect is served with a subpoena requiring the production of documents or information which is deemed confidential, the Design 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.

Design Architect acknowledges and understands that the Deliverables required by the Commission pursuant to this Agreement and assigned Task Orders include the documents that the Commission may use to solicit bids for the construction of the project identified in the Task Order Service Request. 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 such Project. Accordingly, Design Architect and its Subcontractors, of any tier, are expressly prohibited from divulging any information that might materially impact a bid for such Project to any person or individual that is not a party to this Agreement. Design Architect acknowledges and agrees that its obligations to the Commission with respect to information pertinent to bidding on such Project are those of a fiduciary, and that the Commission will hold Design Architect to the standard of care of a fiduciary in this respect.

Article XIV. ASSIGNMENT

The Design Architect acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Design Architect and, therefore, that neither this Agreement nor any right or obligation in this Agreement may be assigned by the Design Architect, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Design Architect undergoes a "change in control," the change in control is deemed an assignment of this Agreement. (A transfer of more than 50% of the equity ownership of the Design Architect during any 12-month period.) In the event of an assignment by the Design Architect without the prior written approval of the Commission, the Commission will have the right to immediately terminate this Agreement without fault or responsibility. The Design Architect further acknowledges that the Design Architect represented to the Commission the availability of certain members of the Design Architect's staff who will be assigned to this Agreement and assigned Task Orders; therefore, in the event of the unavailability of such members for any reason, the Design Architect must so notify the Commission in writing, and must assign other qualified members of the Design Architect's staff, as approved by the Commission, to the Project.

Article XV. RELATIONSHIP OF PARTIES

Under this Agreement and any assigned Task Orders, the relationship of the Design Architect to the Commission is that of an independent contractor, and the Design 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. This Agreement and assigned Task Orders will not be construed as an agreement of partnership, joint venture, or agency.

Article XVI. GENERAL

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Section 16.01 Design Architect's Authority. The Design Architect represents that its execution of this 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 Design Architect have been made with complete and full authority to commit the Design Architect to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

Section 16.02 Counterparts. This Agreement may be executed in any number of counterparts, any of which will be deemed an original.

Section 16.03 Entire Agreement. This 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. This Agreement must not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.

Section 16.04 Governing Law. This 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 16.05 No Waiver. The waiver by either party of any breach of this Agreement will not constitute a waiver as to any succeeding breach.

Section 16.06 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 Design 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 Design 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 16.07 Non-liability of Public Officials. No Commission Board member, employee, agent, officer, or official is personally liable to Design Architect or its subcontractors, and Design 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 Design Architect or its subcontractors under this Agreement.

Section 16.08 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from this Agreement and such invalidity or unenforceability will not affect any other provision of this 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 16.09 Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement is binding upon and inures to the benefit of each of the parties to this Agreement and their respective successors and assigns.

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Section 16.10 Non-appropriation of Funds. If funds have not been appropriated in full or in part, the Commission has the right to terminate this Agreement. The Commission will not authorize the Design Architect to provide services under this Agreement and assigned Task Orders unless sufficient funds are appropriated to pay for the services.

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**SCHEDULE B
SCOPE OF SERVICES**

The services that the Landscape Design Architect will be responsible for providing will include but will not be limited to; Landscape and Site Design Peer Review, Lessons Learned and Case Study Management, maintaining landscape guidelines and standards, possible participation in City of Chicago Landscape Committee, and possible participation in the PBC Technical Committee.

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

The Design Architect will enter into a Task Order with the Commission. The Design Architect's Task Order will be executed in a Lump Sum/ Fixed Fee/Not to Exceed Basis Format, on a project by project basis. The Design Architect must perform any or all of the ordered and required Services in a satisfactory manner consistent with the standard performance stated in Section 4.12 of this Agreement. The Architect will be responsible for the professional and technical accuracy and completeness of all planning studies, plans, designs, drawings, specifications, calculations, cost estimates and all other work or materials furnished.

I. Campus Parks

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

II. Chicago Park District

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

III. Chicago Public Schools

The Chicago Public Schools site and landscape design programs focus on the development of sites contiguous or adjacent to Chicago Public School properties. The typical scope of work includes demolition of existing site conditions, underground storm water drainage and detention,

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new walking paths, installation of playground equipment, artificial turf playing fields and tree, shrub and turf landscaping.

IV. Scope of Services

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

A. Landscape Standards and Committees:

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

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

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

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

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

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

1. Assist the Authorized Commission Representative in obtaining various site information data, including but not limited to surveys; geotechnical soil boring and analysis reports; soils percolation tests; electromagnetic (EM) analysis and reports; ground penetrating radar (GPR) analysis and reports; and environmental testing and reporting services.
2. Consult with the Authorized Commission Representative and coordinate with the assigned Environmental Consultant to confirm the existing conditions of the subject properties.
3. Consult with the Authorized Commission Representative and coordinate with the assigned Environmental Consultant to determine demolition and site preparation scope of work. The scope of work may include coordinating project documents with the Environmental Consultant's scope of work that may include all or part of the following: existing building abatement, demolition, site preparation including environmental site conditions, geotechnical reports, soil remediation. The Design Architect shall also coordinate new or relocation of site utilities as required of the project scope.

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

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6. The Design Architect may prepare and present Design options for the Project for review by the PBC and the User Agency. Preparation of conceptual drawings and design studies (including materials) based upon analysis of Project requirements. Preparation of a general description of the scope of the Project, a preliminary estimate of probable construction costs.
7. Preparation of Design Package, including but not limited to: plans, elevations, details, sections, specifications and narratives, as required, to describe the landscape & site development, civil, structural, mechanical, plumbing, and electrical aspects of the selected design. The Design Architect will be required to prepare the estimate of probable construction cost based on the design package including construction costs.
8. All phases of Design Architect's Project(s) are required to be designed in accordance with US Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED (TM)) standards. Landscape projects developed as part of vertical building projects are to achieve a minimum LEED rating of Silver, or such other level as the Commission may designate. Landscape and Site Design Projects may or may not contribute to broader efforts to achieve LEED certification. They are to incorporate sustainable design best practices with respect to sustainable site design, landscape strategies, water efficiency, and infrastructure, based on LEED guidelines, and City of Chicago and PBC best management practices.
9. The Design Architect shall be responsible for achieving integrated site and landscape design, including storm water Best Management Practices (BMP's) with non-piped solutions whenever possible, integrated planting solutions, and comprehensive integrated sustainable design.
10. The Design Architect may be responsible for developing Erosion and Sedimentation Control Civil drawings and Specification sections as they relate to project scope requirements. The implementation of these documents shall be required before the start of site prep, demolition, abatement on site if applicable to the project.
11. The Design Architect may be responsible for developing standard LEED Specification sections including 01352 - LEED Requirements to Landscape and Site Design projects in order to track LEED criteria throughout the phases of a project.
12. The Design Architect may be responsible for developing procedures for tracking sustainable site and landscape metrics, such as but not limited to water use reduction, increase in pervious surfaces, heat island impacts for both LEED and non LEED projects.
13. Prepare and issue hard copies of Design Drawings, Specifications and Narratives, as required, to the Authorized Commission Representative for Design Milestone Reviews.
14. The Design Architect will provide all Services required to complete the coordinated

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design of the assigned project or projects. The term of this Agreement will terminate when all Services required have been completed to the reasonable satisfaction of the PBC.

15. The Design Architect is responsible for coordinating, documenting and transmitting all design documents that may be required by the City of Chicago Department of Buildings or Building Inspector.
16. At the completion of Design Services, transmit multiple hard copies at the direction of the Authorized Commission Representative and editable electronic version of the final documents to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Design phase for presentation to the User Agency. The presentations to be made shall be directed in writing by the Authorized Commission Representative.

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

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

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

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5. The Design Architect is responsible for post construction review of the Contractor's compliance of maintaining the landscape plantings as required by the Contract Documents.
6. The Design Architect shall draft and complete Project Closeout Approval form for the Project.

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SCHEDULE C

COMPENSATION

C.1 ARCHITECT'S FEE

- C.1.1 The Commission shall pay the Design Architect for the satisfactory performance of the Services the amount specified in each Task Order assigned by the Commission on a Lump Sum/ Fixed Fee/Not to Exceed Basis ("Fee").
- C.2.2 Design Architect's Fee will include consultant's profit, overhead, general conditions, and all items not specifically identified as Reimbursable Expenses.

II. BILLING RATES AND COMPENSATION FOR ADDITIONAL SERVICES

- A. The Commission shall compensate the Design Architect for Additional Services on either a negotiated Lump Sum Fee basis or a Time Card Not-to-Exceed Fee basis as agreed to by the Design Architect and approved by the Commission. In the case of Time Card billings, rates of reimbursement for the Design Architect's employees (and employees of any Subconsultant performing Additional Services) will be the actual base salaries paid to the specific employee performing the services times a 2.5 multiplier.
- B. The 2.5 multiplier will fully compensate the Design Architect for all direct and indirect costs associated with the Additional Services. Indirect costs included in the multiplier shall constitute full and complete compensation to the Design Architect for labor burden costs (including Workers' Compensation insurance, FICA, SUTA, health benefits, long term disability benefits, pensions and similar contribution and other statutory and non-statutory employee benefits), indirect administrative expenses, general and administrative expenses, overhead, additional premium costs for insurance (including but not limited to general liability, professional liability, valuable papers and automobile, but excluding additional insurance premium costs for specialty subconsultants and Subcontractors), computer and related charges, postage and handling charges, parking and mileage charges, telephone service (including local calling charges), profit, and all items not specifically identified below as "Reimbursable Expenses."

C.2 REIMBURSABLE EXPENSES

- C.2.1 "Reimbursable Expenses" as referred to in this Agreement, are actual expenditures at cost without mark-up or surcharge, incurred by the Design Architect, and required for the Services for any assigned Task Orders. 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.

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The following are NOT Reimbursable Expenses:

1. Plotting, printing and distribution of drawings and specifications for the purpose of coordination between members of the Design Architect's team, or otherwise incidental to the Design 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.

C.2.2 The following shall be Reimbursable Expenses provided that the Design 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.

C.2.3 The assigned Task Orders will specify the limits for Reimbursable Expenses.

C.3 METHOD OF PAYMENT

C.3.1 **Invoices.** Once each month, the Design Architect will submit an invoice through CW to the Commission for Services performed during the preceding month, and the Design Architect will be paid on a monthly basis provided it has performed the Services to the reasonable satisfaction of the Commission, except that Project Close-out phase services that will be paid in one lump sum after the completion Date of Services.

Each invoice must reference the contract number, task order number, project name 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

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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 Design 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. The report must indicate the current and cumulative payments to the MBE and WBE Sub-consultants and Subcontractors.

- C.3.2 Invoice Disputes.** If the Commission disputes certain items in the Design 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.
- C.3.3 Payment.** Payment will be processed within thirty (30) days after the Commission receives an acceptable invoice from the Design Architect.

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SCHEDULE D

INSURANCE REQUIREMENTS

In general, unless otherwise specified in the assigned Task Orders, the Design Architect must provide and maintain at Design Architect's own expense, until expiration or termination of this Agreement and during the time period following expiration if Design Architect is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to this Agreement.

D.1. INSURANCE TO BE PROVIDED:

D.1.1. Workers' Compensation and Employers Liability

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

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

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

Subcontractors performing work for Design Architect 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 Design Architect must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The PBC, Chicago Park District, Board of Education of the City of Chicago City of Chicago and Owner of Property (if applicable) must be named as additional insureds on a primary, non-contributory basis.

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

D.1.4. Professional Liability

When Design Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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D.1.5. Property

The Design Architect is responsible for all loss or damage to PBC, Chicago Park District, Board of Education of the City of Chicago, City of Chicago and Owner of Property (if applicable) at full replacement cost. The Design 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 Design Architect

D.1.6. Valuable Papers

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

D.1.7 Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The PBC, Chicago Park District, the Board of Education of the City of Chicago, City of Chicago and Owner of Property (if applicable) are to be named as additional insureds on a primary, non-contributory basis.

D.1.8 Railroad Protective Liability

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

ADDITIONAL REQUIREMENTS

The Design 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 Design 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 PBC to obtain certificates or other insurance evidence from Design Architect is not a waiver by the PBC of any requirements for the Design Architect to obtain and maintain the specified insurance. The Design Architect will advise all insurers of the

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Agreement provisions regarding insurance. Non-conforming insurance does not relieve Design 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 Design Architect and/or its subcontractors at any time upon written request.

The insurance must provide for 60 days prior written notice to be given to the PBC if coverage is substantially changed, canceled, or non-renewed.

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

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

If the Design 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 the Design Architect in no way limit the Design Architect's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the PBC, Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Design 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 Design Architect must require all its subcontractors to provide the insurance required in this Agreement, or Design Architect may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Design Architect unless otherwise specified in this Agreement.

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

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

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements. Insurance requirements may be altered, including, but not limited to naming other entities or persons as additional insureds, based upon the issuance of specific task orders.

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SCHEDULE E

KEY PERSONNEL

Exhibit 1
Key Team Members Matrix
Request for Qualifications for Landscape and Site Development Design Services
PS1806

Key Personnel: Name / Firm	Role in Team (Prime or Subconsultant)	Required Key Personnel	Number of Years with Firm	Number of Total Years of Professional Experience	CATEGORIES OF EXPERTISE AS DEFINED IN SECTION 4.3.D			Comments
					CAMPUS PARKS: approximate construction cost range between \$100,000 - \$10,000,000	PLAYGROUNDS: approximate construction cost range between \$100,000 - \$1,000,000	SITE DEVELOPMENT: approximate cost range between \$100,000 - \$10,000,000	
Bill Inman Hitchcock Design Group	Prime	Corporate Executive	21	21	4	30	40	Licensed as Landscape Architect in State of Illinois
David A. Frigo, ASLA, LEED AP Hitchcock Design Group	Prime	Landscape Architect, Project Manager	21	23	1	N/A	30	Licensed as Landscape Architect in State of Illinois; LEED Accredited Professional
Joel Baldin, ASLA Hitchcock Design Group	Prime	Landscape Architect, Project Manager	5	13	2	35	30	Licensed as Landscape Architect in State of Illinois
Jamil Bou-Saab, PE Terra Engineering, Ltd.	Subconsultant	Civil Engineer	17	25	4	7	175	Licensed as Professional Engineer in State of Illinois
Lourdes M. Gonzalez, AIA, LEED AP Primera Engineers, Ltd.	Subconsultant	Sustainability LEED Consultant	9	18	3	3	5	Licensed Architect, State of Illinois, LEED Accredited Professional

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SCHEDULE F-1

DISCLOSURE OF RETAINED PARTIES

**(COMMISSION'S DISCLOSURE OF RETAINED PARTY FORM EXECUTED BY CONSULTANT
FOLLOWS THIS PAGE)**

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, 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. 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: PS1806
Description of goods or services to be provided under Contract: Design Architect
2. Name of Consultant: Hitchcock Design Group
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract 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

9.1.10
Date

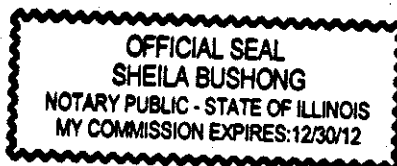
Richard G. Hitchcock
Name (Type or Print)

President
Title

Subscribed and sworn to before me

this 1st day of Sept 2010


Notary Public



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SCHEDULE F-2

DISCLOSURE AFFIDAVIT

**(COMMISSION'S DISCLOSURE AFFIDAVIT FORM EXECUTED BY CONSULTANT FOLLOWS THIS
PAGE)**

DISCLOSURE AFFIDAVIT

Name: Richard G. Hitchcock

Address: 221 West Jefferson Avenue, Naperville, IL 60540

Telephone No.: 630-961-1787

Federal Employer I.D. #: 36-3059328 Social Security #: _____

Nature of Transaction:

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

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

The undersigned Richard G. Hitchcock, as President
(Name) (Title)

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

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

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

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

a. State of Incorporation or organization Illinois

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

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

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

Name (Print or Type)

Title (Print or Type)

Name (Print or Type)

Title (Print or Type)

Richard G. Hitchcock

President

Frank Clements

Director

Geoffrey B. Roehl

Sr. Vice President

William L. Inman, Jr.

Sr. Vice President

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

Name (Print or Type)	Address	Ownership Interest
<u>Richard G. Hitchcock</u>	<u>221 West Jefferson Avenue, Naperville, IL 60540</u>	<u>54.0</u> %
<u>Geoffrey B. Roehl</u>	<u>221 West Jefferson Avenue, Naperville, IL 60540</u>	<u>13.5</u> %
<u>William L. Inman, Jr.</u>	<u>221 West Jefferson Avenue, Naperville, IL 60540</u>	<u>13.5</u> %

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

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
Yes ☐ No ☐

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

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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 Design Architect by the Commission;

- (b) Any representation or warranty of the Design Architect set forth in this Agreement or otherwise delivered pursuant to this Agreement will have been false in any material respect when so made or furnished;
- (c) The Design 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 Design 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 Design Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Design 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 Design Architect's material failure to perform any of its obligations under this Agreement and assigned Task Order, including any of the following:
 - (i) Failure due to a reason or circumstance within the Design 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 this Agreement and assigned Task Order;
 - (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 and assigned Task Orders;
 - (iv) Discontinuance of the Services for reasons within the Design Architect's reasonable control; or

SECTION 2. PARTNERSHIPS

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

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

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

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

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

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

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

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

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

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

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in

violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

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

convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its 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 [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

N/A

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 sheets if necessary.

N/A

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

E. PUNISHMENT

A 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.

N/A

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

N/A

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

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

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

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

IV. 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.

V. VERIFICATION

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

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



Signature of Authorized Officer

Richard G. Hitchcock

Name of Authorized Officer (Print or Type)

President

Title

630-961-1787

Telephone Number

State of Illinois

County of DuPage

Signed and sworn to before me on this 1st day of Sept, 2010 by

RICHARD G. HITCHCOCK (Name) as PRESIDENT (Title) of

HITCHCOCK DESIGN GROUP (Bidder/Proposer or Contractor)



Notary Public Signature and Seal

OFFICIAL SEAL
SHEILA BUSHONG
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/30/12

**PUBLIC BUILDING COMMISSION OF CHICAGO
DESIGN ARCHITECT FOR LANDSCAPE AND SITE DESIGN SERVICES – PS1806**

SCHEDULE G

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

1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Supplier Development Council Inc., Central Management Service of the State of Illinois, and

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Women's Business Development Center.

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

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

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

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

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

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

(9) "Minority" means:

a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:

(i) African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;

(ii) Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;

(iii) Asian-Americans, which includes (persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent);

(iv) American Indians, which includes persons having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment; and

b. Individual members of other groups, including but not limited to Arab-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in

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Chicago area markets or to do business with the Commission.

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

(11) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

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

4. Determining MBE/WBE Utilization

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

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

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- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
 - f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
 - g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.
5. Submission of Proposals
- a. The following exhibits and documents constitute the Respondent's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
 - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (2) Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Respondent's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit an "Exhibit 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 Exhibit B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - (3) **Schedule C:** Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Exhibit C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Exhibit D. Exhibit C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - (4) **Schedule D:** Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Exhibit D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Exhibit D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.
 - b. The submittals must have all blank spaces on the Exhibit pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.
6. Evaluation of Compliance Proposals
- a. The Respondent's MBE/WBE compliance proposal will be evaluated by the Commission. The

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Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Respondent's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Exhibits.

- b. If the Commission's review of a Respondent's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Respondent's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers must be satisfactorily negotiated prior to the submission to the Commission of the Respondent's MBE/WBE compliance proposal. If circumstances must arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 must be followed.

7. Request for Waiver

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

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likelihood of achieving sub participation.

(7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Respondent's conclusion.

(8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(9) General efforts made to assist MBE and WBE firms to overcome participation barriers.

c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:

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

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

8. Failure To Achieve Goals

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

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

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

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

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

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

(6) Making good faith efforts despite the ability or desire of a Professional Service Provider to perform the work of a contract with its own organization. A Professional Service Provider that

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

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

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

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

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

9. Reporting and Record-Keeping Requirements

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

10. Disqualification of MBE or WBE

The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.

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

PUBLIC BUILDING COMMISSION OF CHICAGO
DESIGN ARCHITECT FOR LANDSCAPE AND SITE DESIGN SERVICES – PS1806

supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

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

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

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

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

The Professional Service Provider's notification must 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 must be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

PUBLIC BUILDING COMMISSION OF CHICAGO
DESIGN ARCHITECT FOR LANDSCAPE AND SITE DESIGN SERVICES – PS1806

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

(5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement must be submitted immediately to the Executive Director.

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

13. Non-Compliance

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

14. Severability

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.

**PUBLIC BUILDING COMMISSION OF CHICAGO
DESIGN ARCHITECT FOR LANDSCAPE AND SITE DESIGN SERVICES – PS1806**

SCHEDULE C

(COMMISSION'S SCHEDULE C FORM EXECUTED BY THE CONSULTANT FOLLOWS THIS PAGE)

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: RFQ For Landscape and Site Development Design Services

Project Number: PS 1806

FROM:

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

TO:

Hitchcock Design Group 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 2/1/2010. 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.

Professional Civil Engineering Services

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

Based upon the scope of each anticipated project, our firm's fees will be calculated to be a portion, or all, of the minimum percentage 25%(MBE) / 5%(WBE) of the overall design fees to meet the MBE/WBE requirements.

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Terra Engineering, Ltd.

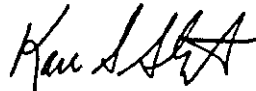
Name of MBE/WBE Firm (Print)

April 28, 2010

Date

(312) 467-0123

Phone



Signature

Karen Steingraber, P.E.

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

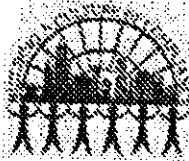
Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



CITY OF CHICAGO
OFFICE OF COMPLIANCE

From:	City of Chicago	Date:	2/1/2010 4:16:01 PM
To:	Terra Engineering, Ltd.	Fax:	(312) 467-0220
	Karen S Steingraber	Phone:	(312) 467-0123

Karen S Steingraber
Terra Engineering, Ltd.
225 W. Ohio St., 4th Floor Chicago, IL 60610

Dear Karen S Steingraber:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting Terra Engineering, Ltd. a courtesy extension of your Women Business Enterprise (WBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for Terra Engineering, Ltd. will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Women Business Enterprise (WBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago
Office of Compliance
333 State Street, Suite 540
Chicago, IL 60604
Telephone: 312-747-7778
Email: integrity@cityofchicago.com

Sincerely,

Mary Elliott
Acting Managing Deputy
City of Chicago Office of Compliance

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: RFQ For Landscape and Site Development Design Services

Project Number: PS 1806

FROM:

Primera Engineers, Ltd. MBE X WBE _____
(Name of MBE or WBE)

TO:

Hitchcock Design Group 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 10/14/2009. 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.

Sustainability (LEED) Consultant

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

Based upon the scope of each anticipated project, our firm's fees will be calculated to be a portion, or all, of the minimum percentage 25%(MBE) / 5%(WBE) of the overall design fees to meet the MBE/WBE requirements.

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

PARTIAL PAY ITEMS

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

To Be Determined

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

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

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

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

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

By:

Primera Engineers, Ltd.

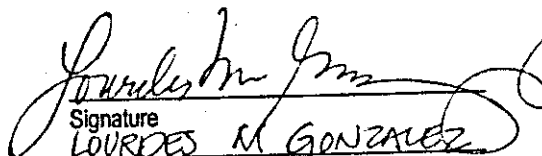
Name of MBE/WBE Firm (Print)

4/28/2010

Date

312.606.0910

Phone


Signature
LOURDES M. GONZALEZ
Name (Print)

IF APPLICABLE:

By:

N/A

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Samie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
312) 744-4900
312) 744-0010 (FAX)
312) 744-2949 (TTY)

<http://www.cityofchicago.org>

October 14, 2009

Michael DeSantiago
Primera Engineers, Ltd.
100 South Wacker Drive Suite 700
Chicago, IL 60606

Annual Certificate Expires:
Vendor Number:

November 1, 2010
1008581

Dear Mr. DeSantiago:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **November 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2010**.

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

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

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

Professional Design Firm; Structural Engineering Services; Engineering and Architectural Consulting; Construction Inspection

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: RFQ For Landscape and Site Development Design Services

Project Number: PS1806

FROM:

Dynasty Group, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Hitchcock Design Group and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated August 21, 2009. 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:

Professional Surveying Services

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the _____
Based upon the scope of each anticipated project, our firm's fees will be calculated to be a portion, or all, of the minimum percentage 25%(MBE) / 5%(WBE) of the overall design fees to meet the MBE/WBE requirements.

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

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 Consultants.

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

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

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

By:

Dynasty Group, Inc.

Name of MBE/WBE Firm (Print)

April 29, 2010

Date

312.704.1970

Phone


Signature

ZHONG CHEN
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE WBE Non-MBE/WBE

Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

August 21, 2009

Zhong Chen, President
Dynasty Group, Inc.
205 West Wacker Drive, Suite 1450
Chicago, Illinois 60606

Annual Certificate Expires:
Vendor Number:

August 1, 2010
1045649

Dear Mr. Chen:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **August 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2010**.

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

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

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

**Professional Design Firm; Engineering Services and Consulting;
Land Surveying; Building Inspection**

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

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

Sincerely,

Mark J. Hands
Managing Deputy Procurement Officer

MJH/emc

ILUCP HOST: METRA



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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: RFQ For Landscape and Site Development Design Services

Project Number: PS 1806

FROM:

GSG Consultants, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Hitchcock Design Group 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 October 1, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

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

Based upon the scope of each anticipated project, our firm's fees will be calculated to be a portion, or all, of the minimum percentage 25%(MBE) / 5%(WBE) of the overall design fees to meet the MBE/WBE requirements.

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

PARTIAL PAY ITEMS

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

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 Consultants.

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

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

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

By:

GSG Consultants, Inc.

Name of MBE/WBE Firm (Print)
04/29/2010

Date
312-733-6262

Phone


Signature Ala Sassila

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

October 1, 2009

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

Dear Mr. Garcia:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE** certification until **December 1, 2009**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

**Lead Abatement Services; Risk Assessor; Air Sampling Services,
Environmental Consulting; Industrial Hygiene; Civil/Geotechnical
Consulting, and Construction Management**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc





CITY OF CHICAGO
OFFICE OF COMPLIANCE

From:	City of Chicago	Date:	11/3/2009 7:19:07 AM
To:	GSG Consultants, Inc.	Fax:	(312) 733-5612
	Guillermo Garcia	Phone:	(312) 733-6262

Guillermo Garcia
GSG Consultants, Inc.
855 W. Adams - STE 200 Chicago, IL 60607-3019

Dear Guillermo Garcia:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting GSG Consultants, Inc. a courtesy extension of your Minority Business Enterprise (MBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for GSG Consultants, Inc. will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Minority Business Enterprise (MBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago
Office of Compliance
333 State Street, Suite 540
Chicago, IL 60604
Telephone: 312-747-7778
Email: integrity@cityofchicago.com

Sincerely,

Mary Elliott
Acting Managing Deputy
City of Chicago Office of Compliance

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: **RFQ For Landscape and Site Development Design Services**

Project Number: **PS1806**

FROM:

O'Brien & Associates, Inc.

MBE _____ WBE ☒

(Name of MBE or WBE)

TO:

Hitchcock Design Group

and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

_____ a Sole Proprietor

☒ a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/16/08. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Geotechnical Services, as requested

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

Based upon the scope of each anticipated project, our firm's fees will be calculated to be a portion, or all, of the minimum percentage 25%(MBE) / 5%(WBE) of the overall design fees to meet the MBE/WBE requirements.

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

O'Brien & Associates, Inc.

Name of MBE/WBE Firm (Print)

4/28/09

Date

847-398-1441

Phone

Signature

Josephine O'Brien, President

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE _____



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

December 16, 2008

Josephine O'Brien
O'Brien & Associates, Inc.
1235 East Davis Street
Arlington Heights, IL 60005

Annual Certificate Expires:
Vendor Number:

December 1, 2009
1000736

Dear Ms. O'Brien:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **December 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 1, 2009**.

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

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

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

Laboratory Testing; Civil and Geotechnical Engineering; Environmental Site Assessment

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

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

Sincerely,

Mark J. Hands
Managing Deputy Procurement Officer

MJH/dm



SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

To Be Determined _____

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 Consultants.

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

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

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

By:

AltusWorks, Inc.

Name of MBE/WBE Firm (Print)

04/27/2010

Date

773-545-1870

Phone



Signature

Ellen F. Stoner, Principal
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

April 1, 2009

Ellen Stoner, President
Altusworks, Inc.
4224 North Milwaukee Avenue
Chicago, Illinois 60641

Annual Affidavit Certificate Expires: February 1, 2010
Vendor Number: 50066031

Dear Ms. Stoner:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2010**.

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

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

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

Architecture Services and Consulting; Professional Design Firm

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/cc

IL UCP HOST: CTA





CITY OF CHICAGO
OFFICE OF COMPLIANCE

From:	City of Chicago	Date:	11/3/2009 5:55:12 AM
To:	AltusWorks, Inc.	Fax:	(773) 545-1898
	Ellen Stoner	Phone:	(773) 545-1870

Ellen Stoner
AltusWorks, Inc.
4224 N. Milwaukee Ave. Chicago, IL 60641

Dear Ellen Stoner:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting AltusWorks, Inc. a courtesy extension of your Women Business Enterprise (WBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for AltusWorks, Inc. will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Women Business Enterprise (WBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago
Office of Compliance
333 State Street, Suite 540
Chicago, IL 60604
Telephone: 312-747-7778
Email: integrity@cityofchicago.com

Sincerely,

Mary Elliott
Acting Managing Deputy
City of Chicago Office of Compliance

**PUBLIC BUILDING COMMISSION OF CHICAGO
DESIGN ARCHITECT FOR LANDSCAPE AND SITE DESIGN SERVICES – PS1806**

SCHEDULE D

(COMMISSION'S SCHEDULE D FORM EXECUTED BY THE CONSULTANT FOLLOWS THIS PAGE)

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

(1 of 2)

Name of Project: RFQ For Landscape and Site Development Design Services - PS1806

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Senior Vice President

Title

and duly authorized representative of
Hitchcock Design, Inc. d/b/a Hitchcock Design Group

Name of Professional Service Provider

whose address is

180 North Wacker Drive, Suite 003

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 Consultant 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
Terra Engineering, Ltd.	Professional Civil Engineering Services	\$	\$ TBD
Primera Engineers, Ltd.	Sustainability (LEED) Consultant	\$ TBD	\$
The Dynasty Group	Professional Survey Services	\$ TBD	\$
GSG Consultants, Inc.	Geotechnical Services	\$ TBD	\$
O'Brien & Associates, Inc.	Geotechnical Services	\$	\$ TBD
Altus Works, Inc.	Professional Architectural Services	\$	\$ TBD
		\$	\$
Total Net MBE/WBE Credit		\$ TBD	\$ TBD
Percent of Total Base Bid		TBD %	TBD %

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

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

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

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

(2 of 2)

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

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

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

By:

Hitchcock Design Group

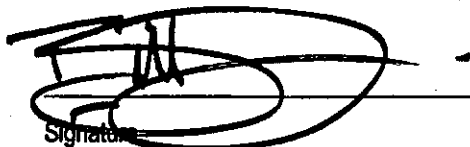
Name of Professional Service Provider (Print)

5/5/10

Date

312 634-2100

Phone



Signature

William Inman, Senior Vice President

Name (Print)

IF APPLICABLE:

By:

N/A

Joint Venture Partner (Print)

Date

Phone/FAX

N/A

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

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

Date _____

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

and duly authorized representative of

(Title)

(Name of Company)
whose address is

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

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
TOTALS					

PUBLIC BUILDING COMMISSION OF CHICAGO
DESIGN ARCHITECT FOR LANDSCAPE AND SITE DESIGN SERVICES – PS1806

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

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

(Affiant)

(Date)

On this _____ day of _____
20 _____,

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

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

Notary Public
Commission Expires

(Seal)

**PUBLIC BUILDING COMMISSION OF CHICAGO
DESIGN ARCHITECT FOR LANDSCAPE AND SITE DESIGN SERVICES – PS1806**

SCHEDULE H

W-9 FORM

(COMMISSION'S W-9 FORM FOLLOWS THIS PAGE)

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Hitchcock Design Inc.

Business name, if different from above

Hitchcock Design Group

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

221 West Jefferson Avenue

City, state, and ZIP code

Naperville, IL 60540

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

36 3059328

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Sheela Bushong

Date ▶

9/1/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**PUBLIC BUILDING COMMISSION OF CHICAGO
DESIGN ARCHITECT FOR LANDSCAPE AND SITE DESIGN SERVICES – PS1806**

SCHEDULE I

ELECTRONIC FILE TRANSFER AGREEMENT

(COMMISSION'S ELECTRONIC FILE TRANSFER AGREEMENT FORM FOLLOWS THIS PAGE)

ELECTRONIC FILE TRANSFER AGREEMENT

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: **ELECTRONIC MEDIA**

PROJECT NAME AND NO.:

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:

 9-11-0

Architect Authorized Signature [date]

Acknowledged and Accepted for:

Signature of PBC Executive Director [date]

Acknowledged and Accepted by Third Party:

Signature of Third Party [date]



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS

DATE (MM/DD/YYYY)

09/10/10

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 Esser Hayes Insurance Group, I 1811 High Grove, Suite 139 Naperville, IL 60540-2830 Janice Moore-Bouchard		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HITCH-1	FAX (A/C, No):
INSURED Hitchcock Design, Inc. Sheila Bushong 221 W. Jefferson Ave. Naperville, IL 60540	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: CINCINNATI INSURANCE COMPANY		
	INSURER B:		
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY, <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT CONTRACTUAL	X	X	CPP5579865AWR	02/07/08	02/07/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DED/SIR \$ 0	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CPP5579865AWR	02/07/08	02/07/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$			CPP5579865AWR	02/07/08	02/07/11	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$	
A	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	X	WC2111529	02/07/10	02/07/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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

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

RE: DESIGN ARCHITECT FOR LANDSCAPE AND SITE DESIGN SERVICES-PS1806.
ADDITIONAL INSURED FOR PRIMARY/NON-CONTRIBUTORY GENERAL LIABILITY & AUTO WITH A WAIVER OF SUBROGATION ON THE GENERAL LIABILITY & WORKERS COMP: THE PUBLIC BUILDING COMMISSION; CHICAGO PARK DISTRICT; BOARD OF EDUCATION OF THE

CERTIFICATE HOLDER

PUBLICB

PUBLIC BUILDING COMMISSION
PROCUREMENT DEPARTMENT
RICHARD J DALEY CENTER
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

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PS1806

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2010

PRODUCER

Willis of Illinois
233 South Wacker Drive
Suite 2000
Chicago IL 60606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Hitchcock Design Group
Mr. Richard G. Hitchcock
221 W. Jefferson Avenue
Naperville IL 60540

INSURER A: Everest National Insurance Co 10120

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LIR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Professional Liability	79AE000136091	10/15/2009	10/15/2010	\$1,000,000 \$2,000,000	Per Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Except for Non-Payment, 10 Days.

Re: PS1806 - Master Agreement - Design Architect for Landscape and Site Design Development Services

CERTIFICATE HOLDER

Public Building Commission
Richard Daley Center, Room 200
50 W. Washington St.
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.