**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

# AND

# Moreno Architects, Ltd. d/b/a JGMA

# FOR

# ARCHITECT OF RECORD SERVICES
# PS3073

**Public Building Commission of Chicago**
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

| | |
|---|---|
| **FIRM NAME:** | Moreno Architects, Ltd. d/b/a JGMA |
| **CONTACT NAME:** | Juan Gabriel Moreno |
| **CONTACT TELEPHONE:** | (312) 895-4438 |
| **CONTACT EMAIL:** | juan@jgma.com |
| **ADDRESS:** | 223 West Ohio Street<br>Chicago, Illinois 60654 |

**Mayor Lori E. Lightfoot**
**Chairman**
Carina Sánchez
Executive Director

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## EXECUTION PAGE

**PS3073**

**THIS AGREEMENT ("Agreement")** effective as of **February 15, 2022**, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission" or "PBC"), and **Moreno Architects, Ltd. d/b/a JGMA** with offices at **223 West Ohio Street, Chicago, IL 60654** (the "Architect" or "Consultant").

## RECITALS

**WHEREAS,** the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois and on behalf of various governmental agencies including, but not limited to, the City of Chicago, the Chicago Public Library, the Chicago Park District, the City Colleges of Chicago, and the Chicago Board of Education, (referred to individually or collectively, as the case may be, in this Agreement as the "**User Agency**"), and intends to undertake the construction, improvement and/or renovation of one or more projects in Chicago, Illinois (the "Project");

**WHEREAS**, the Commission requires certain professional services described in the Agreement in connection with the Project and desires to retain the Architect on the terms and conditions set forth in the Agreement to perform such Services; and

**WHEREAS**, the Architect desires to be so retained by the Commission and has represented to the Commission that the Architect has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement; and

**WHEREAS**, the Architect represents that it is qualified and competent by education, training, and experience to prepare drawings, specifications and construction documents necessary to complete the Project in accordance with standards of reasonable professional skill and diligence and to review drawings, specifications and documents prepared by others for conformity with design standards established by the Commission; and

**WHEREAS**, the Commission has relied upon the Architect's representations in selecting the Architect; and

**WHEREAS**, in reliance upon the Architect's representations, the Commission has selected the 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 that follow:

**EXECUTION PAGE**

**Architect of Record Services – PS3073**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By: _____ _____
Lori E. Lightfoot
Chairman
Date

By: _____ 03.02.22
Carina E. Sánchez
Secretary
Date

**Moreno Architects, Ltd. d/b/a JGMA**

By: _____

Print Name: Juan Gabriel Moreno

Title: President

County of Cook
State of Illinois

AFFIX CORPORATE SEAL, IF ANY, HERE

Subscribed and sworn before me by Juan Gabriel Moreno

as President of Moreno Architects ltd this 24 day of February, 20 22

_____
Notary Public

LAURA FLORES
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 18, 2024

My Commission Expires 12/18/2024.

Approved as to Form and Legality:

By: _____ 3/1/22
Neal & Leroy, LLC
Date

## TERMS AND CONDITIONS

### Article I. INCORPORATION OF RECITALS

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

### Article II. DEFINITIONS AND USAGE

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

(a) *Additional Services*. Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A and any applicable Task Order.

(b) *Agreement*. This Agreement between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, revisions and Task Orders made in accordance with its terms.

(c) *Architect*. The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.

(d) *Authorized Commission Representative(s)*. One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.

(e) *Commission*. The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.

(f) *Completion Date of the Services/Project.* The date or dates, as determined by the Authorized Commission Representative, on which the Architect has completed all of its obligations under this Agreement and any applicable Task Order.

(g) *Contractor*. The firm, corporation, partnership, joint venture or other entity that enters into a contract with the Commission to perform the Work required in order to complete the Project.

(h) *CW or CW System*. The on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports, including any other document management system that may be duly authorized and approved by the Commission for such purposes subsequent to the date of this Agreement.

(i) *Day*. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.

(j) *Deliverables*. The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required, under this Agreement, to provide to the Commission.

(k) *Executive Director*. The person employed by the Commission as its Executive Director or designee.

(l) *Key Personnel*. Those job titles and individuals identified herein.

(m) *Project*. The Project identified in the Recitals that will be undertaken by the Commission on behalf of the User Agency.

(n) *Services*. Collectively, the duties, responsibilities and tasks that are necessary in order for the Architect to provide the Scope of Services required by the Commission under this Agreement.

(o) *Subconsultant or Subcontractor*. Any person or entity hired or engaged by the Architect to provide any part of the Services required under the terms of this Agreement.

(p) *Task Order*. A document issued by the Commission to the Architect pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Architect, together with any applicable exhibits or schedules, a timetable for any Deliverables and the fees attributable to the Services and/or Deliverables described in the Task Order.

(q) *User Agency*. The governmental agency or agencies identified in the "Recitals" that requested the Commission to undertake the construction, improvement and/or renovation of the Project.

**Section 2.02** Usage and Conventions

(a) Captions and Headings. The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.

(b) The term "include," in all its forms, means "include, without limitation" unless stated otherwise.

(c) Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

## Article III. INCORPORATION OF DOCUMENTS

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

**Section 3.01** Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE") is included as Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services, as the same may be revised from time to time.

**Section 3.02** Exhibits and Schedules. All Exhibits and Schedules attached hereto at the time of execution are a part of and fully incorporated into this Agreement.

**Section 3.03** PBC Errors & Omissions (E & O) Committee Manual. The PBC E & O Manual will be amended from time to time. Any updates or revisions will be provided to the Architect, and the Architect will be bound by the PBC E & O Manual in effect as of the Completion Date of the Services.

## Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

**Section 4.01** Engagement. The Commission engages the Architect, and the Architect accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended by an Amendment to the Agreement as provided below in Section 4.13.

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

**Section 4.03** Adequate Staffing. The Architect must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as

appropriate, available as needed and qualified to perform the Services. The Architect must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule D. The level of staffing may be revised from time to time by notice in writing from Architect to the Commission and with prior written consent of the Commission. In the event that the Architect fails to adequately staff the Project or timely perform its obligations under this Agreement, and the Contractor files a claim for delay damages as a result of such failures, the Architect will be liable to the Commission and the User Agency for any delay damages caused by the Architect's failure to comply with the requirements of this Agreement.

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

**Section 4.05** Employment Procedures; Preferences and Compliance. Salaries of employees of the Architect, performing work under this Agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Architect will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Architect, out of payments due to the Architect, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Architect to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

**Section 4.06** Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use every reasonable effort to utilize minority business enterprises and women business enterprises for not less than 30% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, and the Amended Resolution passed on June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

**Section 4.07** Records. The Architect must maintain accurate and complete records of expenditures, costs and time incurred by the Architect and by any Subcontractor or Subconsultant engaged by the Architect in connection with the Project, and the Services. Such records must be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Architect's offices upon reasonable notice during normal business hours. The Architect must retain all such records for a period of not less than five (5) calendar years after the termination or expiration of the Agreement. However, if there is a disagreement over fees or a dispute between the Commission and the Architect, or if a claim or dispute pertaining to the Project is filed by the Contractor, then Architect must retain all such records for five (5) calendar years from the date of the claim or dispute, or until a final resolution of the matter, whichever occurs later.

**Section 4.08** Compliance with Laws. In performing its engagement under the Agreement, the Architect must comply with all applicable federal, state and local laws, rules, and regulations. The Architect and its Subcontractors and Subconsultants, including

the respective officers, directors, agents, partners and employees of such entities, shall cooperate with the Inspector General of the Public Building Commission and the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010.

The Architect has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at http://www.pbcchicago.com/pdf/RES_PBC_ECR_CodeofEthicsAmendOct32011_20110920.pdf, [UPDATE IF NECESSARY] and is incorporated into this Agreement by reference.

**Section 4.09** Defects in Project. The Architect must notify the Commission immediately if the Architect obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including but not limited to construction defects, cost overruns or scheduling delays.

**Section 4.10** Performance Standard.

(a) The Architect represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Architect will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Architect to adequately and timely perform the Services and provide the Deliverables in the manner required by the Agreement. Failure by the Architect to adequately perform its obligations under this Agreement will be deemed an Event of Default subject to Article X of this Agreement.

(b) The Architect must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Architect must maintain current copies of any such licenses and, upon request, provide such copies to the Commission. The Architect will remain responsible for the professional and technical accuracy of all Services furnished, whether by the Architect or Subcontractors or Subconsultants on its behalf. All Deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

(c) Intentionally Deleted [Same as 4.13].

(d) If the Architect fails to comply with the obligations under the standards of the Agreement and any applicable Task Order, the Architect must perform again, at its own expense and at the direction of the Commission, all Services required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any of the Services or Deliverables by the Commission does not relieve the Architect of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Architect either under the Agreement, at law or in equity.

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

**Section 4.11** Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify errors, omissions or ambiguities. The Commission's Errors and Omissions ("E & O") Committee will review the Project for alleged errors and omissions by the Architect. The E & O Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim regarding the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings and comply with the procedures specified in the E & O Manual without additional compensation. Upon notice or discovery, and as directed by the Authorized Commission Representative, the Architect will perform, without additional compensation, the professional services required in order to issue change orders to the contract documents that will correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect, all costs, fees and damages incurred by the Commission or the User Agency resulting from errors or omissions in the construction documents prepared by the Architect. The Architect acknowledges that all recovery may be reserved by the

Commission until the E & O Committee has completed its review of the Project and completion of the Services to be performed and Deliverables to be provided by the Architect.

The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Architect's failure to adequately and timely perform the Services or provide the Deliverables, design errors or omissions and failure to adhere to terms of this Agreement.

If the Commission and the Architect disagree with regard to the Architect's fault or as to whether the Architect is entitled to Additional Services for the Services and/or Deliverables required by the Commission, then the Architect may assert a dispute pursuant to Article XI of this Agreement. However, the Architect must continue to perform Services and provide Deliverables as directed by the Commission during the pendency of any such dispute.

**Section 4.12** Amendments to this Agreement. The Commission may from time to time request changes to the terms and provisions of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the description or duration of the Services, which are mutually agreed upon by and between the Commission and Architect, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment to the Architect until a written amendment is executed by the Architect and the Commission.

**Section 4.13** Limitations on Subconsultants and Subcontractors. Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

**Section 4.14** Task Orders.

(a) **Task Order Service Requests**. During the term of the Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under the Agreement (a "Task Order Service Request" or "TOSR" or "RFP"). Each such Task Order 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 to the Architect in order to respond to the Task Order Service Request.

(b) **Task Order Proposals.** 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 documents listed 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 the Agreement and the Commission is not liable for any such costs or fees incurred by the Architect or its Subcontractors or Subconsultants to prepare the Task Order Proposal.

(c) **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 the Architect regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Architect negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Architect must submit a revised Task Order Proposal (based upon such review procedures) to the Commission.

(d) **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 (or designee). Absent approval of a Task Order, as described below, the Commission will not be obligated to pay or have any liability to Architect or its Subcontractors or Subconsultants for any Services or Deliverables provided by Architect pursuant to such Task Order. An approved Task Order shall include, a signed approval on Commission letterhead, Architect's approved Task Order Proposal, approved Certificate of Insurance, and an approved MBE/WBE Compliance plan.

(e) **No Obligation**. 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 Architect in any solicitation for Task Order Proposals.

**Section 4.15** The Commission may require the Architect to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Architect must follow the CW (or other system in use by the Commission) procedures and submit progress reports and other Deliverables through the CW System (or system in use by the Commission). The Architect must attend courses and receive training on the CW System (or system in use by the Commission) provided by or on behalf of the Commission. Any costs incurred by Architect as a result of the attendance

of Architect's personnel at CW System (or system in use by the Commission) training courses are not compensable by the Commission.

**Article V. TERM**

**Section 5.01** Duration. The term of this agreement begins on the Effective Date above, and, subject to the provisions in this section, continues through the Commission's final acceptance of any outstanding Project Deliverables.

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

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

(a) During the period the Architect's performance is suspended, the Architect is not entitled to incur fees or bill the Commission, except for Architect's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Architect's invoices or claims). The Architect may bill such time spent during a suspension only if the Architect's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule B. Participation in meetings at the request of the Commission is not considered to be resumption of the Architect's Services or a withdrawal or waiver of the Suspension Notice.

(b) If the Architect is required to resume its Services under this Agreement, the Commission shall issue a written notice ("Revocation of Suspension") granting Architect a reasonable period not to exceed ten (10) days to remobilize itself. The Architect may bill for reasonable time spent on remobilization so long as the Commission's Suspension Notice was not issued for cause attributable to the Architect. 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 B. 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 herein and any applicable Task Order, establishing a revised Completion Date of Services. The Architect will re-commence its Services as of the date of the Revocation of Suspension, and may resume billing in accordance with the terms of the Agreement.

**Section 5.04** Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Architect from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Architect on or before the Termination Date or Suspension Date. In no event will the Commission be liable to the Architect for any loss, costs or damages, including lost profits, which the Architect or its Subcontractors or Subconsultants or any other party may sustain by reason of the termination or suspension of this Agreement.

**Section 5.05** *Force Majeure*. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect is not in default of any obligation of the Architect under the Agreement, the Commission will pay to the Architect, according to the terms of the Agreement, all compensation and

reimbursements due to the Architect for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law.

## Article VI. COMPENSATION OF ARCHITECT

**Section 6.01** Schedule B. The Commission will compensate the Architect for the Services in the amount and manner set forth in Schedule B *and* as modified by each duly executed Task Order.

**Section 6.02** Maximum Compensation. Architect's maximum compensation under this Agreement shall be Five Million Dollars ($5,000,000). The Architect's compensation under this Agreement shall be established by duly authorized Task Order(s).

**Section 6.03** Delays. The Architect agrees that no charges for damages or claims for damages shall be asserted by it or its Subcontractors or Subconsultants against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to perform the Services and/or provide the Deliverables for such reasonable period as may be mutually agreed upon between the Commission and the Architect, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services and/or the Deliverables or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

## Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

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

(a) Information. The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.

(b) Review of Documents. Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.

(c) Site Data. To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission, the following items as Reimbursable Expenses:

(i) A certified survey of the site or sites impacted by the Project providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.

(ii) A certified title commitment.

(iii) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements.

(iv) Title information as to restrictions, easements, zoning and deed restrictions.

(v) Information concerning availability of both public and service and utility lines. See Schedule A for more details.

(d) Tests and Reports. To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule B.

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

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

**Section 7.04** Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Architect or its Subcontractors or Subconsultants pertaining to the Project and/or the Services will be the property of the

Commission. Architect shall provide the Commission with opportunity to review all such documents and shall provide copies to the Commission upon written request. The Architect may reuse standard details and specifications on other projects.

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

(b) The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

(c) The Architect represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.

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

**Article VIII. INDEMNIFICATION**

(a) Professional Indemnity. The Architect must indemnify, defend and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including reasonable fees and expenses of attorneys, court costs and experts' fees, that are claimed to be the result of Architect's performance under this Agreement, are claimed to be the result of Architect's negligent acts, are claimed to be the result of Architect's errors and omissions and/or are claimed to be the result of Architect's misconduct in the performance under this Agreement or the performance of any Subcontractor or Subcontractor retained by the Architect in connection with this Agreement.

(b) General Indemnity. For all other claims, the Architect must protect, indemnify, defend and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of or be based on any injury to persons or property that are claimed to be, the result of the Architect's performance under this Agreement or any Subcontractor or Subconsultant retained by the Architect in connection with this Agreement.

(c) The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to reasonable legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Parties ), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. For claims subject to the general indemnity, the Architect shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of the Architect or its Subcontractors or Subconsultant even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified

Parties. An Indemnified Party will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Architect of its obligations hereunder.

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

## Article IX. INSURANCE MAINTAINED BY THE ARCHITECT

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

## Article X. DEFAULT

**Section 10.01** Events of Default. Each of the following occurrences constitutes an Event of Default by the Architect under the Agreement for which Architect shall have ten (10) days to cure following issuance of written notice of default by the Commission ("Notice of Default"):

(a) Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement or any Task Order, in a timely manner and with such professional skill and diligence as necessary to ensure the orderly progress of the Project, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10)-day period) after the date on which written notice of it has been given to the Architect by the Commission;

(b) Failure or refusal on the part of the Architect or its Subcontractors or Subconsultants to perform the Services in a timely manner and with a degree of skill consistent with the Performance Standard as set forth in Section 4.10 of this Agreement;

(c) Any negligent or intentional misrepresentation made by the Architect relative to the ability to perform the Services or provide the Deliverables required by this Agreement;

(d) Any negligent or intentional representation or warranty of the Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement was false in any material respect when so made or furnished;

(e) The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;

(f) Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within (sixty) 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within (sixty) 60 days of the appointment.

(g) The Architect's material failure to perform any of its obligations under the Agreement, including but not limited to any of the following:

(i) Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services with sufficient and adequately skilled personnel, and equipment or with sufficient material to ensure the performance of the Services according to this Agreement;

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

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

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

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

(h) Any change in ownership or control of the Architect without prior written approval of the Executive Director, which approval the Executive Director will not unreasonably withhold.

(i) The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency or any other governmental agency. Architect acknowledges that in the event of a default under any such Agreement the Commission may also declare a default under this Agreement.

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

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

## Article XI. CLAIMS AND DISPUTES

**Section 11.01** General. All claims by the Architect ("Claim") 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 entitlement for additional compensation for Services performed or Deliverables provided by the Architect, its Subcontractors or Subconsultants, and all claims for alleged breach of contract must first be presented by the Architect to the Authorized Commission Representative for resolution. In the event the Architect and the Authorized Commission Representative cannot resolve the Architect's Claim, the Architect must file a written dispute ("Dispute") to the Executive Director for final determination, subject to Section 11.04 below.

**Section 11.02** Claim Procedure. The Architect must make all requests for determination of Claims in writing, specifically referencing this Section, and include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Architect; 3) the facts underlying the Claim; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution of the Claim; and 6) all documentation which describes and relates to the Claim. The Authorized Commission Representative will have thirty (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 sixty (60) days of receipt of the Claim instructing the Architect that any dispute ("Dispute") must be filed with the Executive Director within thirty (30) days from the date of the ruling. If the Architect fails to file a Dispute within thirty (30) days following the ruling by the Authorized Commission Representative, the Architect will be deemed to have accepted the ruling and waived its right to challenge it.

**Section 11.03** Dispute Procedure. In the event that the Authorized Commission Representative and Architect can not resolve the Claim, the Architect may file a written Dispute with the Executive Director for final determination. The Dispute submission must contain the information required in Section 11.02 above and a copy provided to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

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

**Section 11.05** Architect Self-Help Prohibited. The Architect must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, refusing to timely to make recommendations on general contractor claims, or refusing to promptly issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as subconsultants, the Contractor, or its subcontractors, or the Project Schedule. Doing so to gain potential leverage in negotiating or settling the Architect's Claim and/or Dispute against the Commission or User Agency will constitute bad faith on the Architect's part and shall be deemed a failure to perform and a Default under this Agreement. This provision shall not be interpreted as prohibiting the Architect from exercising its professional judgment and skills in carrying out its duties and responsibilities under the Agreement.

## Article XII. CONFIDENTIALITY

All of the Deliverables, including but not limited to reports, information, or data prepared or assembled by the Architect under the Agreement are confidential, and except as may be necessary to perform the Services, the Architect must not make any Deliverables, including but not limited to reports, information or data available to any party without the prior written approval of the Commission. In addition, the Architect must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Agreement, the Project or the Services. If the Architect is served with a subpoena requiring the production of documents or information which is deemed confidential, the

Architect will immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the subpoena.

## Article XIII. ASSIGNMENT

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

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

## Article XIV. RELATIONSHIP OF PARTIES

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

## Article XV. GENERAL

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

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

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

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

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

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

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

**Section 15.08** Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

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

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

**Section 15.11** Firearms. The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

## Article XVI. EXISTING CONTRACT DOCUMENTS

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

As defined in herein, the following Schedules and Exhibits are a part of and fully incorporated into this Agreement:

- Schedule A Scope of Services
- Schedule B Compensation of the Architect
- Schedule C Insurance Requirements
- Schedule D Key Personnel
- Attachment A Disclosure Affidavit
- Attachment B Legal Actions
- Attachment C Disclosure of Retained Parties
- Attachment D Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services

**SCHEDULE A**
**ARCHITECT OF RECORD SCOPE OF SERVICES**

The below serves as the Scope of Services the consultant may be required to provide the Commission. Additional or other services may be requested and/or required and may be specified in a Task Order issued by the Commission. Please also note that the Commission undertakes various projects on behalf of various User Agencies. Some projects may be funded by specific grants. In such instances, the Architect will be required to provide documentation and services in accordance with each specific grant, at the direction of the Commission. Examples of such grants include, but are not limited to: IDNR and PARC. Architect may also be required to provide specific services related to historic sites or those sites requiring specific preservationist services. Also, any references to LEED will not apply to any Project(s) not seeking LEED accreditation.

Architect Services may include but are not limited to a range of pre-development and selected design-phase services for educational, municipal, and infrastructure projects ("Projects") for a variety of project types including new construction, additions, renovations, technology, infrastructure, site development projects, and others. Services may extend through all phases to post construction to ensure compilation of lessons learned to benefit future projects.

Architect may be tasked with performing or assisting in unique efforts which may include energy efficiency initiatives, capital plans, master planning studies, facility condition assessments, planning studies, and pilot municipal research and demonstration projects. Further, the Architect may be tasked with providing specific technical studies in support of building-specific or broader planning initiatives.

The Architect may be required to perform and assist with tasks identified below, to assist the PBC in developing, from concept through implementation, a strategic assessment of existing conditions and project feasibility as well as the scope and design parameters for new projects. For any project the PBC is initiating, the Architect may be asked to be engaged in full Pre-Planning and/or Planning Phase activities or may be asked to complete partial tasks, as the project requires:

## I. Part I – Planning and Predevelopment

### A. Property and Building Assessment Services

Assess existing properties, on an individual or portfolio-wide basis, and document their condition in a format and using tools which meet PBC and client approval. Make recommendation for action based on assessment.

1. Perform Facility Assessments

    a. Review work performed to date provided by PBC and/or the user agency including, but not limited to: existing facility documentation, FACTS data, historical utility use data, survey, and available utility information.

    b. Review Architectural and MEP/FP, including BAS (controls) condition assessments prepared by others. Author Requests for Clarification (RFC's) to obtain sufficient supplemental information to complete concept design, including but not limited to: previous capital improvement documentation and information, and historic utility use data.

    c. Alternatively, perform independent Architectural and MEP/FP / BAS assessments with thorough information to develop scope of work for capital improvement. Utilize technical consultants where in-house expertise is not demonstrated and documented in Architect qualifications, or when directed by PBC.

    d. Visit the site to affirm the condition and general accuracy of the information provided by the User Agency, photo document and measure key areas, where required. Review the condition and location of proposed work, new construction, and/or connection point(s) for additions and renovations.

    e. For additions and renovations, perform additional MEP/FA assessment, including evaluating existing BAS system, as necessary to complete conceptual design and establish MEP/FP / BAS strategy.

f. If required, perform additional Architectural assessments as necessary to ensure accomplishment of project scope, including but not limited to: exterior envelope, deficiencies in accessibility, historical preservation, environmental impact, and Architectural finishes, camera, MDF condition, and intercom / fire systems.

2. Review / evaluate technical reports / supporting information which may be provided by others, i.e.: PBC or Client Agency, which is to be used to guide scope of work and design decisions, including the following. If pertinent technical reports are required but not available, notify PBC (also, see E., Project Support)

   a. Geotechnical Report.

   b. Environmental Report.

   c. Traffic Study Report.

   d. Existing underground utilities or services provided within the site and public right of way.

**B. Prioritized Capital Program Development**

1. Develop scope, schedule and budget for individual or multiple projects and/or multiple-building program, to accomplish PBC and Client facility maintenance and capital improvement goals in prioritized or phased manner.

2. Review or develop, as directed by PBC, and consider in the program development, MEP/FP, controls, and Architectural / structural system assessments, both by others and by the Architect.

3. Recommend priority of work and improvements for strategic undertaking of critical work. Break work into phases based on condition of existing facilities or systems, tiers of urgency, and budget, schedule and logistical constraints.

4. Provide funding research assistance including grant writing and associated technical documentation, as well as other funding pursuit tasks as needed.

**C. Project Scope, Schedule and Budget Development**

1. Planning (Program/ Test Fit/ Conceptual Design): The PBC will, at project outset, and depending upon project type, request the Architect to initiate and undertake a number of tasks intended to develop and vet basic project requirements with respect to program, basic building layout, and site utilization and suitability. The goal is to produce a final scope, schedule, and budget that addresses PBC and Client Agency needs and goals, and can be carried further into design. To this end, the PBC may request the Architect to complete any or all of the services below.

2. As part of this effort, the Architect will be required to analyze and integrate information which PBC has gathered, including Environmental, Geotechnical, Survey, Traffic Study, Cost and Construction Management assessments as well as PBC and client goals with respect to sustainability. Where such information does not exist, the Architect may be tasked with developing parameters and providing support to obtain the necessary information.

3. Tasks may include but are not limited to:

   a. Confirm client agency-furnished program, or support client agency and PBC in developing and/or articulating program.

   b. Assess one or more sites for suitability based on program and client agency goals and site characteristics, including environmental information.

c. Develop test fit(s) which graphically represent the project program. Evaluate and recommend options and/or best conceptual approach of program for new building or addition, as required.

d. Adapt client agency design standards or components of standards for inclusion in the development of a new building; recommend improvements or enhancements to standards to further client agency and PBC broader goals i.e.: in terms of sustainability, resource savings, and to bring standards up to date with respect to building code or current materials and technology offerings.

e. Allocate reasonable mechanical, electrical and plumbing spaces in concept plan for further development by AOR.

f. Attend walk-through with PBC specialty consultants on project site, as needed.

g. Attend weekly meetings, prepare weekly meeting minutes and action items, and correspond as required with PBC staff and user agency to develop and present options, refine scope requirements, and document decisions.

h. Issue Request for Clarifications (RFC's) utilizing PBC's document management and business process software, CW.

i. Review code, zoning and sustainability implications of the conceptual design, in coordination with PBC Resources.

    i. Perform a conceptual zoning and building code analysis and provide initial zoning information for review and to prepare a zoning analysis. Outline areas where zoning relief may be required to achieve program objectives. Attend zoning intake meeting and prepare exhibits for this meeting.

    ii. Schedule and participate in a preliminary meeting with the Mayor's Office for People with Disabilities (MOPD) for ADA code compliance.

    iii. Coordinate preliminary review of concept plans with PBC's code compliance resource. Implement necessary changes as required.

    iv. Develop project-specific, checklists / matrices for code and zoning to be used and expanded upon by AOR after transfer.

    v. Develop preliminary strategies to comply with Stormwater Ordinance and City of Chicago Sustainable Development Plan Matrix (vegetated roof or alternative), where applicable.

j. Coordinate the test fit scope with the PBC Cost Estimator. Participate in phone calls and/or meetings to aid in preliminary pricing.

k. Coordinate with PBC sustainability resource to identify sustainability goals, opportunities and implications, and consider test fits in context of these goals. Integrate opportunities into conceptual design, including green remediation opportunities. Implement necessary changes as required to optimize sustainability opportunities.

    i. Architect may be required to participate in and document an Integrated Design Charrette, to establish design priorities (i.e. aesthetics, innovative technologies, sustainable design, budget).

l. Define extents of earthwork scope and demolition/renovation scope and coordinate with PBC environmental resource and consultants to facilitate appropriate amount of environmental assessment and environmental scope.

m. Define extent of utility and public right-of-way scope, coordinate with PBC resource and implement scope and concept design changes as necessary.

n. Include strategy for site development and remediation which addresses:

i. Environmental Analysis & Design (in consideration of PBC budget and sustainability goals, and ASTM Standard Guide for Greener Cleanups).

ii. Geotechnical Analysis & Design

iii. Regulatory Compliance & Oversight

iv. Site Remediation and Preparation Contracting & Oversight

**D. Project Feasibility Analysis**

Evaluate all information gathered during Planning Phase to assist PBC in assessing the feasibility of the project with respect to scope, schedule and budget, and other criteria for each project.

**E. Project Support**

Provide support to the PBC Resources in areas identified below. The Architect is to coordinate with the PBC Resources throughout planning and design, and in closeout / lessons learned, and may be tasked with supporting or expanding these efforts with additional resources. Further, the Architect may be asked to provide information or tools i.e.: exhibits or calculations to support specific efforts, or may be asked to drive specific efforts, i.e.: grant pursuit for specific projects.

a. Traffic Studies

b. Code Compliance & Permitting, including Stormwater

c. Utility Relocation & Coordination

d. Sustainable Design & Commissioning Management

e. Environmental Remediation & Compliance Coordination

f. Facility Licensing

g. Survey

h. Geotechnical

i. Grants - Pursuit of Alternative Funding Streams.

**F. Conceptual Design Development**

1. Continue development of project scope, schedule and budget, and preliminary design, in alignment with "**C. Project Scope, Schedule and Budget Development"** above.

2. Develop a Concept Design and Site Utilization Plan for PBC and client agency review, and for further development and refinement by AOR.

3. Attend weekly meetings and correspond as required with PBC and client agency to develop the conceptual design.

4. Issue correspondence, meeting minutes, as required to properly document meetings and decisions.

5. Develop a conceptual design transfer package to AOR.

**G. Conceptual Site Utilization / Operations may include:**

1. Attend weekly meetings and correspond as required with PBC and user agency to develop a conceptual site utilization / operations strategy.

2. Develop a concept Site Utilization plan for PBC and user agency review, and for further development and refinement by AOR.

**H. Schematic and Design Development Services may include:**

In cases where Architect services are required to go beyond conceptual design, provide complete or portions of professional schematic design, design development, and construction document services consistent with the PBC AOR Scope of Basic Services.

**I. Performance Criteria and Bridging Documents:**

Develop Documents, at the direction of PBC, which will be used to communicate project goals and information, developed and compiled during Planning and Predevelopment, to Design / Build or Architect of Record teams for further project development.

1. Prepare Scope and Performance Criteria intended to define Existing Conditions, Project Goals, Scope and Performance requirements of the project as well as providing guidance for Architectural design. The Scope and Performance Criteria document will consist of Narratives, Programs, Drawings, Specifications, and Reports, etc. The Scope and Performance Criteria documents will be used by the PBC to:

    a. Engage Design / Build firms to prepare Proposal Technical Documents for specific Design / Build projects.

    b. Communicate project goals, information, and development to date to Architect of Record (AOR) teams.

2. Develop, improve upon, or incorporate existing Design Guidelines, Building Program Standards, and Specifications. Consult with the PBC, the Client agency and others, as appropriate, for the development, preparation and approval of Scope and Performance Criteria

3. and consulting Commissioning Authority (CxA), and as directed by the Authorized PBC Representative on the development of a project-specific Owner's Project Requirement (OPR) document.
4. Develop or support the development of, as directed by PBC, an Owner's Project Requirements (OPR) document for the project, which articulates the Owner expectations and standards for performance of the finished building.

    a. Consult with the PBC, the Client agency and others as appropriate, including the Commissioning Authority where possible, to develop the OPR.

    b. Issue for review by the PBC and Client Agency(s).

    c. The OPR may be an iteration of the Design Standards for the client agency and building type or it may be a separate document, based on project requirements and PBC direction.

5. Analyze the requirements of the Project against the site conditions, including but not limited to geotechnical and environmental conditions.

6. Consult and coordinate with PBC internal Resources for Code, Sustainability and Environmental, and with PBC Specialty Consultants including but not limited to:

    a. Geotechnical Consultant
    b. Environmental Consultant
    c. Traffic Consultant
    d. Surveyor
    e. Commissioning Agent

7. Prepare documentation as requested by the Authorized PBC Representative which depicts building program, square footage, site development area, site development features and any amendments to the public right of way or any other jurisdictions for the purposes of assisting the PBC in defining the Project regulatory requirements.
8. Prepare and present Site Development Test Fits and 3 dimensional Conceptual Design options for review by the PBC and User Agency(s). Incorporate review comments and preparation of conceptual drawings, design studies, and preliminary estimate of probable cost (including materials) based upon the Scope and Performance Criteria.

9. Incorporate and coordinate PBC provided documentation into the Scope and Performance Criteria Deliverable including but not limited to:
    a. Zoning Analysis
    b. Civil Surveys
    c. Geotechnical Surveys
    d. Environmental Reports and Surveys
    e. OUC Search Results
    f. Project Construction General Requirements and Specifications
    g. Sustainability goals
    h. Stormwater management strategies

**J. Peer Review Services**

Review AOR progress drawings at SD, DD, 30% CD, 60% CD, and 90% CD milestone submissions or such milestones as are designated for each project. Prepare written review comments to facilitate: parity among the user agency projects, compliance with user agency standards, and compliance with PBC milestone design checklist(s). Provide feedback to PBC related to opinion of progress, areas for possible improvement, and lessons-learned.

**K. Construction Administration and Close-Out:**

Assist the PBC with professional construction administration and close-out services as required to assure compliance with conceptual design packages, and scope and performance criteria, and to contribute to lessons learned process to guides improvements to future projects and process.

Develop, and maintain for each project, a lesson learned process for each building type and client agency.

## II. Part II – Design / Engineering for Site Preparation

### A. Scope Development Phase

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

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

2. Architect will coordinate the site preparation and foundation phase design with the vertical (building) design such that the site preparation and foundation design and contract documents support compliance with all project LEED goals.

### B. Construction Documents Phase

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

1. Partial Construction Documents as directed by Authorized Commission Representative. Preliminary development of the Site Preparation and Foundation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commissions environmental consultant.

    a) Site Preparation and Foundation Documents (including specifications).
    b) Integrate Sustainability or LEED strategies into the Construction Documents.
    c) Site Preparation and Foundation Construction Cost Estimate

2. 100% Construction Documents. Final development of the Site Preparation and Foundation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commission's environmental consultant.

    a) Site Preparation and Foundation Documents (including specifications).
    b) Provide a list of required submittals and a schedule for submission with the 100% construction documents.
    c) Integrate Sustainability or LEED strategies into the Construction Documents.

3. Site Preparation and Foundation Construction Cost Estimate

### C. Bidding and Contract Administration Phase

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

1. Respond and document Requests for Information (RFI) submitted by the contractor and provide responses within a reasonable time.

2. Provide field observation of the construction as necessary each week to adequately monitor the progress and conformance of the permanent features of the Work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before Final Completion of the Project without the prior

written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon the written request of the Authorized Commission Representative.

3. Attend and participate in regularly scheduled:

   a) Weekly Project meetings.
   b) Monthly pay application meetings for approval of contractor pay requests.

4. During Site Preparation Construction administer the Project's LEED compliance and submittal program as necessary to insure that LEED / sustainability requirements have been achieved and are documented to support Vertical Construction goals.

### D. Closeout Phase

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

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

2. The Architect is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punchlist items identified in the Contractor prepared initial punchlist. The Architect will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

3. Oversee the Contractor's efforts to prepare and deliver to the Commission "as-built" drawings and site survey for the Project.

4. Oversee the Contractor's efforts to prepare and deliver to the Commission all required LEED documentation.

5. Upon completion of the construction contract issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

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

### A. Building Assessment and Concept Review

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

1. Procure and manage a professional, licensed Land Surveyor. Assemble and review all boundary survey documentation as necessary to define the scope of work.

2. Procure and manage a licensed Environmental Soils Management and licensed Environmental Renovation /Demolition Consultant(s). Assemble and manage a comprehensive environmental assessment limited to the extent necessary to define and design the scope of work.

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

4. Detailed review of conceptual estimate.

5. Detailed review of concept design and its compatibility with the existing conditions.

6. Building assessments including, but not limited to Architectural, landscape, structural, mechanical, electrical, plumbing, life safety and civil disciplines.

    a) Comprehensive exterior envelope assessment limited to extent necessary to define and design exterior envelope scope of work at the location of the Project and tandem with interior renovations.
    b) Comprehensive interior conditions assessment limited to the extent necessary to define interior scope of work for interior renovations and interior renovations associated with building systems tie-ins. Comprehensive building systems assessment necessary to define MEP renovations/upgrades, and scope of work in tandem with the Project.
    c) Comprehensive assessment of all roof drains and sanitary waste lines to the extent necessary to define and design the interior and exterior renovations/upgrades and scope of work related to the existing plumbing systems. Assessment should include, at minimum, rodding with the possibility of televising.

7. Meeting with User Agency representatives.

8. Meetings with City Agencies as necessary, including but not limited to Bureau of Fire Prevention, MOPD, Department of Water Management, Chicago Department of Transportations, Landmarks, DPD and others including but not limited to the purpose of identifying key conceptual design elements and design strategies.

**B. Schematic Design Phase**

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).

2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.

3. Architect will prepare narratives, plans, elevations and other drawings and outline specifications necessary to illustrate the scope, phasing, and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required.

4. Preparation and presentation of documents necessary for User Agency departmental approvals.

5. Review the Schematic Design Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Schematic Design Documents as required to align with the Estimate of Probable Construction Costs with the Construction Budget for the Project.

6. Facilitate and document a sustainable design charrette and follow up sessions with all sub consultants and such other participants as directed by the Authorized Commission Representative. The purpose of the charrette is to confirm that the Project's target sustainability or LEED Certification rating to be determined is achievable and to

develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible.

7. If the project is determined to seek LEED certification, register the project as a LEED project under the current version of LEED with the Green Building Certification Institute (GBCI).

8. Prepare documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.

9. Prepare documents necessary to illustrate any required amendments to the public right of way.

10. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, and Office of Emergency Management and Communications.

11. Conduct and prepare a code analysis package, including, but not limited to, the following components:
    a) Occupancy classification
    b) Construction type
    c) Occupant load by area and floor
    d) Travel distances
    e) Accessibility
    f) Exit types, units and widths
    g) Plumbing fixture counts
    h) Loading berths and parking requirements
    i) Fire resistance requirements

**C. Design Development Phase**

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).

2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.

3. Architect will collaborate in analysis and will prepare conceptual documentation such as narratives, drawings and specification detail necessary to illustrate alternative design development strategies under consideration by the Commission, and the Using Agency. These alternative strategies will be forward progression analysis of key decisions made in concept design and may include but are not limited to: alternative structural detailing; alternative design applications of base line building systems, sustainable systems and storm water management systems; materials; equipment; and constructability considerations.

4. Preparation and presentation of documents necessary for User Agency departmental approvals.

5. Preparation of documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.
6. Preparation of documents necessary to illustrate any required amendments to the public right of way.

7. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Department of Water Management, and Office of Emergency Management and Communications.

8. Conduct and prepare a code analysis package, including, but not limited to, the following components:
   a) Occupancy classification
   b) Construction type
   c) Occupant load by area and floor
   d) Travel distances
   e) Accessibility
   f) Exit types, units and widths
   g) Plumbing fixture counts
   h) Loading berths and parking requirements
   i) Fire resistance requirements

9. A log of material deviations from the Concept Design must be demonstrated in a final Design Development Package by the Architect and approved, in writing, by the Authorized Commission Representative.
10. Using a complete set of Design Development Documents, reflecting all improvements described for the Project, in the development of the Estimate of Probable Construction Cost.

11. Provide a Sustainable Design / LEED update, with a detailed narrative correlating goals and strategies established in the sustainability charrette with strategies currently included in the project. Review all VE options with respect to their impact on sustainability goals.

12. Review the Design Development Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required aligning with the Estimate of Probable Construction Costs with the Construction Budget for the Project.

13. Prepare a Design Development phase presentation to the Commission. Presentation to be made as directed in writing by the Authorized Commission Representative. Presentation shall include a colored Site Development Plan, Colored Floor Plans, Colored Elevations and a minimum of two Perspective Renderings.

14. Immediately upon the Authorized Commission Representative's review, written responses to review and written approval of the deliverables of the Design Development phase, begin the next phase on the updated and approved schedule.

15. Post all Design Documents of this subsection into the System, as defined.

**D. Construction Documents Phase**

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

1. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews will be performed at 60%, and 90% on the dates listed in Project Schedule, including Architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail construction industry standard elements required for the Architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment, site work, and sustainability strategies and requirements. At the completion of every milestone, provide the Commission with editable electronic drawing files in the most current version of AutoCAD as well as multiple hard copies at the direction of the Authorized Commission Representative.

2. At a minimum, the Architect must prepare a combination of elevation and plan detail sections in areas where large services and/or a significant concentration of smaller services share adjacent space. As part of the 60% Design Review, the Architect will propose for the Commission's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:

a) Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the existing or designed ceiling height and the bottom of any new or existing structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of existing or new slabs. Any limitations on embedded services will be noted on the construction documents.
c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed and existing spaces and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
e) Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.

3. The Architect will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be a represented by a composite device/service schedule that cross references the appropriate interface points.

4. The Architect will prepare documents that confirm that water supply, drainage, condensate lines, and vents for each required device, fixture, and piece of equipment are included in the design.

5. The Architect will be responsible for the overall coordination review. As each coordination document is completed, the Architect will review and resolve significant conflicts. The Architect must resolve all known conflicts prior to issuing the bid documents. Any items where the Architect recommends leaving coordination to the construction contractor must be specifically reviewed by the Architect with the Commission's design review team.

6. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample

   Inspection and Testing Plan for use of the Architect. The Inspection and Testing Plan must provide for:
   a) Verification of responsibilities for providing inspections, tests and certificates.
   b) Scope of services for the testing and inspection services.
   c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.

7. The Architect shall coordinate their scope with the Environmental Soils Management and Environmental Renovation /Demolition Consultant(s) in the development of the environmental bid documents and specifications. Scope coordination shall include but not be limited to the Architectural, demolition, plumbing, mechanical, electrical sub-consultants. The environmental documents prepared under the supervision of the Architect's environmental consultants for the proper management of environmental soils, Asbestos Containing Material (ACM) Lead Based Paint (LBP) abatement/mitigation, and management/disposal of Hazardous Materials and Universal Waste shall be included as part of the construction document milestone submittals and bidding documents.

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

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

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

    a) Certification of Compliance with Commission's Design Checklist
    b) Design Guidelines and Standards Deviation Log
    c) Request for Clarification (RFC) Log
    d) Request for Design Change (RFDC) Log
    e) Issue updated Submittal and Closeout Matrix
        (1) The Submittal Matrix shall be a list of submittals required during the Construction Phase of the project.
        (2) The Closeout Matrix shall be a list of submittals required once Construction is complete and prior to Final Acceptance.
    f) Site Preparation Construction Documents (including specifications)
    g) Building Construction Documents (including specifications)
    h) Sustainable Design Goals and LEED documentation, to include a matrix with detailed narrative describing project- specific strategies integrated into the design to achieve sustainability goals and/or LEED credits that were targeted in the sustainability charrette, as shown in the Commission's Design Management Manual:
    i) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project. Energy Simulation Modeling using modeling software acceptable to LEED and for building code. This may include DOE2 based Energy Modeling Software. Use energy model as a design tool and provide model results to demonstrate achievability of energy efficiency goals. Model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Commission. An updated model must be provided with each project milestone. Updated Storm water Analysis and Management Proposal.
    j) Compilation of issued meeting minutes
    k) Issuance of updated zoning analysis package and required rezoning documentation as required
    l) Issuance of updated code analysis package
    m) Issuance of updated MEP coordination documentation
    n) Issuance of and coordination with Site Environmental and Environmental Demolition and Renovation drawings prepared by the Commissions Consultant
    o) Issuance of milestone packages for review

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

11. At the completion each Construction Document phase 60% and 90%, prepare a written and oral report of the Construction Document phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.

12. Issue hard copies of the 60% and 90% Construction Document Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Construction Document Milestone Reviews. Upon receipt of the review comments, the Architect will be required to respond in writing on the

review form furnished by the Authorized Commission Representative.

13. Review the 60% and 90% Construction Documents along with value engineering items, with the Authorized Commission Representative. Incorporate modifications and revisions into the Issue for Bid Documents as required aligning with the Estimate of Probable Construction Costs with the Construction Budget for the Project.

14. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase 60% and 90%, begin the next phase on the updated and approved schedule.

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

    a) Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.
    b) Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
    c) Inconsistencies between drawings and specifications (between disciplines and within each discipline).
    d) As required to manage discipline coordination, the Architect must prepare multi layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the Commission's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the Commission.

16. At the completion of 90% Construction Documents, the Architect shall submit the project for permit.

    a) Permit Submittal Phase: The Architect shall enter the project into the City of Chicago E-Plan permit system, obtain an application number, administer and obtain all required documentation, and upload all required permit documents into the E-Plan Project Docs system for preliminary review. The Architect shall complete all permit submittal phase tasks on a timeline to facilitate Preliminary Approval from Department of Buildings Project Manager in accordance with the approved Commission schedule. For green permit submissions, the permit package shall include:
        (1) LEED registration information.
        (2) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit.
        (3) Current 90% Construction Drawings and Specifications
        (4) Energy Simulation Modeling.

    b) Permit Review Phase: Architect shall monitor the progress of permit reviews and report on a weekly basis the status of reviews to the Authorized Commission Representative. At the conclusion of the first round of all reviews, the Architect shall respond to all permit comments and upload all required permit document corrections into the E-Plan Project Docs system for second review within a reasonable time (not to exceed 15 days) or in accordance with the Commissions approved schedule. The Architect shall complete all permit review activities on a timeline to facilitate permit approval in accordance with the Commission's approved schedule.
    c) Permit Initiation Phase: Upon receipt of all Contractor permit documentation, upload all documents into the E-Plan Project Docs system for permit issuance.

17. If requested, attend the Commission's internal Bid Package Review Conference where the Commission will verify that the construction documents, including the coordination documents, prepared by the Architect are ready to issue for bids.

18. Commission's Performance Evaluation of Construction Documents: The Commission will review the Architect's performance in providing Construction Documents after the project has been bid. If requested by the Commission the Architect will be required to attend a meeting to discuss its performance review.

19. Provide 100% Construction Documents inclusive of any/all scope, program, and/or other relevant changes occurring after the 90% Construction Documents were submitted.

20. Provide a list of required submittals and a schedule for submission with the 100% Construction Documents.

21. Provide an ITL Testing Plan.

**E. Bidding Phase**

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

1. Assemble and review all Bid Documents required, including, but not limited to all drawings, and technical specifications, Commissioning Agent Design Intent and Commissioning Plan.

2. Attend a Pre-Bid Meeting and present the project at the Technical Review Meeting. The purpose of the meeting is to present the project in detail and respond to questions from prospective bidders.

3. Respond and documents Request for Information (RFI) submitted by the contractor and provide responses within a reasonable time.

4. Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Consider and document all written requests for product substitutions before receipt of bids.

5. Review bids and prepare an evaluation and recommendation for award relative to the Project and Construction Budget. Assist in finalizing the agreement(s) with the contractor(s) to construct the Project. Attend if requested by the Commission a pre award meeting.

6. Coordinate, assemble and submit the design phase package to the LEED review Authority (GBCI).

**F. Construction Administration**

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

1. Attend and participate in regularly scheduled:
   a) Weekly Project meetings
   b) Pre-installation meetings
   c) Environmental Project meetings
   d) Utility Coordination Project meetings
   e) Monthly pay applications meetings for approval of contractor pay requests.

2. Provide field observation of the construction each week of construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. Immediately review with the Authorized Commission Representative and the Contractor any items of non-conformance observed in the field. Furnish a field observation report documenting observations, items of non-conformance and field discussions within two (2) days of the site visit. The Architect's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the

Authorized Commission Representative.

3. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

4. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect must comment upon and submit to the Authorized Commission Representative Architect's responses to requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines and the Contractor's accuracy and completeness of submittals. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.

5. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.

6. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.

7. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.

8. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.

9. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.

10. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.

11. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.

12. During Construction administer the Project's sustainability or LEED compliance and submittal program as part of construction administration
    a) Participate in the Sustainability or LEED Construction kickoff mtg. Agenda by the Commission. Purpose of the meeting is to outline the General Contractor (GC) responsibilities and path for all pertinent submittals and information flow throughout the project.

13. For LEED projects (this subsection may be applicable to the Project at sole discretion of the Commission):
    a) Serve as LEED On-Line Project Administrator:
        i. Invite GC and whomever else Commission designates to join the LEED On-Line project.
    b) Manage LEED On-Line Design Submittal: Coordinate, assemble and submit design package to the Green Building Certification Institute (GBCI):
        i. Assign Design Credits to consultants etc. to upload; Set reasonable timeline for each credit upload.
        ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content, for each credit package prior to submittal of the whole package to GBCI for review.
        iii. Once all credit packages are complete and acceptable, submit to GBCI through LEED On-line for review.
        iv. Monitor GBCI review timeline.
        v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI. Review with appropriate commission representative where necessary.
        vi. Once all responses acceptable, submit for GBCI re-review.
        vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.

    c) Review/ comment/ approve GC's Sustainability / LEED Plans. Propose formats if required for Plans.
        i. LEED AP qualifications,
        ii. Erosion and Sedimentation Control Plan (ESCP) Plan (narrative and tracking plan)
        iii. Waste Management Plan (narrative and tracking format - should align with requirements of Specification sections 01352 and 01524)
        iv. Materials and Resources (MR) and Low Emitting Materials (LEM) Plans - tracking formats and narratives
        v. Indoor Air Quality (IAQ) Plans - During Construction and Before Occupancy (Flush Out)

    d) Administer LEED / Sustainability requirements as part of Construction Administration (CA) Includes:
        i. Review LEED submittals for all materials that need them. (Submittal is incomplete until LEED component is also complete.)
        ii. AOR is to send MEP submittals to the Commissioning Authority (CxA); AOR's MEP consultant is to triage / review comments from CxA so only one set of comments is returned to the GC. Inform PBC if there is conflicting thinking and Owner input is required.
        iii. Review monthly Sustainability reports from GC and all backup for adequacy and completeness, and alignment with pace and submittals reported in overall submittal log.
        iv. Have Mechanical engineer calculate or check calculations for flush-out for IAQ plan
        v. Attend monthly Sustainability meetings to review monthly report content and discuss problems or concerns.
        vi. Identify violations of IAQ management Plans during site walkthroughs. Understand content of GC's Plans and LEED credit intent.
        vii. Keep tabs on Commissioning (Cx) process - make sure MEP consultants are engaged in / informed about the pace of the process, and any issues encountered.

    e) Manage LEED On-Line Construction Submittal: Coordinate, assemble and submit package to GBCI:

        i. Assign Construction Credits; Set reasonable timeline for each credit upload.
        ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package (does it address LEED credit requirements adequately) prior to submittal of the whole package to GBCI for review.

iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
iv. Monitor GBCI review timeline
v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
vi. Once all responses are acceptable, submit for GBCI re-review.
vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.

f) Serve as project LEED Administrator throughout construction and closeout as required until LEED Certification is received.

g) Review the Work to establish preliminary acceptance of the Project.

h) Any/all LEED Project requirements are subject to change as required by the Commission in order to comply with the current USGBC Submittal and Program requirements.

## G. Close Out Phase

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

a. Attend and participate in regularly scheduled weekly closeout meetings

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

c. The AOR is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review punch list items identified in the Contractor prepared initial punch list. The AOR will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

d. Oversee the Contractor's efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.

e. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. The Architect shall, accordingly, oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record, "as-built" drawings and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.

f. Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

g. Post Construction Review. The Commission will review Architect's performance in providing services during construction after the project punch list is complete. The Architect will be required to attend a meeting to discuss the performance review.

h. Project Close-out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project.

i. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following

Substantial Completion of the Project.

j. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.

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

The Architect shall provide the following Services:

A. For all parts and phases of the project, if the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission and consistent process set forth in Schedule A. In the event that the Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the Commission-Provided Information, the Commission will consider a request for additional compensation in accordance with Article VII, Section 7.01.

B. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.

1. Specifications will follow performance criteria outline format.
2. Specifications will identify acceptable manufacturers.
3. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
4. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.

C. At all phases of this Project are required to be designed to achieve sustainability goals or a minimum LEED certification level as the Commission may designate; the requirements for the LEED rating designated by the Commission are set forth in the US Green Building Council LEED Reference Guide. LEED requirements are to be fully integrated into the bid documents, including drawings and specifications, and are included in the scope of the Architect's responsibilities with respect to contract administration. The Architect to provide LEED registration, including fees for Design/Construction reviews along with final Plaque to Owner.

D. At all phases of the project the Architect shall review the Environmental and Geotechnical Consultant's findings, and fully coordinate the Construction Documents. The Architect shall include the Environmental and Geotechnical Consultant's documentation in the Construction Documents at each milestone and Issue for Bid Documents.

E. At all phases of the project facilitate and document the value engineering process. Evaluate proposed building systems as to quality, first cost and life cycle cost, impact on energy efficiency, sustainability goals / LEED certification, constructability, and material/product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.

F. Develop a furniture, fixture and equipment (FFE) plan to locate electronic devices, including power, data, communications, security and life safety equipment. Provide selection of FFE for the Project inclusive of selection, development of bid specifications and plans and administration of the project through the FFE installation.

G. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., furniture, communication equipment, sound systems, security/surveillance cameras,

photovoltaic panels or public art).

H. The Architect will provide expertise in vertical transportation design of new or existing construction, initial and final submittal review of shop drawings, construction phase meetings and on-site final acceptance for compliance with specs and submittals, all in coordination with the User Agency specifications for the scope of work.

I. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, permits, licenses, fees, or other approvals, as applicable that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project. Provide permit expediter services with due diligence on research for requirements, timeframes and approvals needed for the submittal process. Include meetings and monitoring for corrections and tracking of documentation. Identify which permit phases of work are deemed applicable to the project (ie. OUC, Foundations, Vertical building, DWM, etc).

J. Oversee the Contractor's procurement and assembly of all required permits, licenses, and certificates from the contractor and arrange delivery of same to the Commission. Provide reimbursable services for permit expediter.

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

L. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:

1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Utility Coordinator. The Architect will assist the Utility Coordinator as necessary.
2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
3. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
4. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
5. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
6. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
7. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
8. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
9. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
10. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
11. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
12. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

M. The Architect shall participate and document all "lessons learned" throughout the design and construction phases of the Project. The intent of this exercise is to conduct a comprehensive design review, thereby documenting ways in which the

prototype design may be improved during this and future implementations of the prototype design.

N. If the Architect takes any photographs of the Project for any purpose, Architect shall provide a complete set of such photographs, in negative or digital format, to the Commission.

O. The Architect shall participate in weekly meetings, provide an agenda for each meeting responsible for creating and distributing timely, complete meeting minutes.

P. Immediately notify the Authorized Commission Representative in writing if it appears that the Architect's fees for the project will be exceeded or if a request from the Authorized Commission Representative warrants a fee for an additional service. Any delays by the Architect to notify the Authorized Commission Representative may waive the Architect's right to additional costs.

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**SCHEDULE B**
**COMPENSATION OF THE ARCHITECT**

## I. ARCHITECT'S COMPENSATION

The Commission shall, subject to the prior written authorization of the Executive Director, pay the Architect for the satisfactory performance of the Services in accordance with the terms of Task Order Service Proposals requested by the Commission. Proposals may be on the basis of: 1) Fee plus limited Reimbursables ("Proposal Basis"); 2) Hourly Rates (Not-to-Exceed) plus limited Reimbursables ("Hourly Rate Basis"); or 3) other composition as agreed by the Commission and the Architect.

## II. BILLING RATES

The following billing rates shall be in effect for the duration of this agreement. For tasks performed on an Hourly Rate basis, Commission will pay Architect for Services performed in accordance with the following agreed upon billing rates:

**2022-2026 Standard Billing Rates**

**Moreno Architects, Ltd. d/b/a JGMA**

SCHEDULE B - Compensation of the Architect Rate Sheet (Fully Loaded Rates)

| Classification/Title<br>Additional Classifications/Titles are subject to Commission Approval | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|---|---|---|---|---|
| Project Executive/Principal in Charge | $ 225.00 | $ 236.25 | $ 248.00 | $ 260.50 | $ 273.50 |
| Senior Project Manager | $ 200.00 | $ 210.00 | $ 220.50 | $ 231.50 | $ 243.10 |
| Project Manager | $ 190.00 | $ 199.50 | $ 209.50 | $ 220.00 | $ 231.00 |
| Architect | $ 150.00 | $ 157.50 | $ 165.40 | $ 173.60 | $ 182.30 |
| Project Architect | $ 180.00 | $ 189.00 | $ 198.50 | $ 208.40 | $ 218.80 |
| Architectural Designer | $ 120.00 | $ 126.00 | $ 132.30 | $ 138.90 | $ 145.90 |
| Associate Project Manager/Architect | $ 170.00 | $ 178.50 | $ 187.40 | $ 196.80 | $ 206.60 |
| Assistant Project Manager/Architect | $ 170.00 | $ 178.50 | $ 187.40 | $ 196.80 | $ 206.60 |
| Technical Architect | $ 110.00 | $ 115.50 | $ 121.30 | $ 127.30 | $ 133.70 |
| Drafting/CAD operator | $ 110.00 | $ 115.50 | $ 121.30 | $ 127.30 | $ 133.70 |
| Interior Designer | $ 120.00 | $ 126.00 | $ 132.30 | $ 138.90 | $ 145.90 |
| Urban Designer | $ 120.00 | $ 126.00 | $ 132.30 | $ 138.90 | $ 145.90 |
| Engineer - Civil | | | | | |
| Engineer - Mechanical | | | | | |
| Engineer - Structural | | | | | |
| Engineer - Plumbing/Fire Protection | | | | | |
| Engineer - Electrical | | | | | |
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Additional titles and billing rates may be added by prior written approval of the Executive Director. The above will be included in Architect's fixed fee.

## III. REIMBURSABLE EXPENSES

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

The following will be considered Reimbursable Expenses:

1. Environmental investigation, design, technical testing, abatement, and/or reports.
2. Televising drains as directed by the Commission.
3. Destructive, investigative testing as required and directed by the Commission.
4. 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.
5. Printing and distribution costs associated with shop drawing and submittal reviews during construction.

The following are NOT Reimbursable Expenses:

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

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

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

## IV. METHOD OF PAYMENT

1. Invoices. Once each month, the Architect will submit an invoice to the Commission for Services performed during the preceding month.

Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Architect must maintain

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

2. Payment Process. Payments will be processed within 30 days after Commission receives an acceptable invoice from the Architect.

3. Invoice Disputes. If the Commission disputes certain items in the Architect's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

## V. INVOICING

The Architect will submit one original of its monthly invoice to the Authorized Commission Representative for approval.

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**SCHEDULE C**
**ARCHITECT OF RECORD SERVICES**
**INSURANCE REQUIREMENTS**
**PS3073**

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

## C.1. INSURANCE TO BE PROVIDED:

### C.1.1. Workers' Compensation and Employers Liability

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

### C.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, defense, and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

### C.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Architect must provide Automobile Liability Insurance, with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insured on a primary, non-contributory basis.

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

### C.1.4. Professional Liability

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

Subcontractors performing work for Architect must maintain limits of not less than $1,000,000 per occurrence with the same terms herein. In the event that the subcontractor/subconsultant is performing geotechnical services, that subcontractor/subconsultant must maintain limits of not less than $1,000,000 per occurrence subject to the same terms herein.

### C.1.5. Property

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

### C.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.

### C.1.7 Pollution Liability

Pollution coverage is required with limits of not less than $1,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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

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

### ADDITIONAL REQUIREMENTS

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

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

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

or non-renewed.

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

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

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

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

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

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

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

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

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

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# SCHEDULE D - KEY PERSONNEL

***KEY PERSONNEL FOLLOW***

# SCHEDULE D - KEY PERSONNEL

Juan Moreno - Project Executive / Principal in Charge
Linda Chavez - Project Manager
Aaron Spiering - Project Manager / Project Architect
Laura Amaro - Project Architect
Lety Coss - Project Accountant
Naomi Dendir - Project Designer

# ATTACHMENT A
# DISCLOSURE AFFIDAVIT

**(FORM FOLLOWS)**

ATTACHMENT A
DISCLOSURE AFFIDAVIT

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

The undersigned Juan Gabriel Moreno (Name), as President (Title)

and on behalf of Moreno Architects ltd dba JGMA
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

| | | | |
|---|---|---|---|
| Name of Firm: | Moreno Architects ltd dba JGMA | | |
| Address: | 223 W Ohio Street, Chicago IL, 60654 | | |
| Telephone: | 312.895.4438 | Fax: | |
| FEIN: | 27-3322127 | SSN: | |

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

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

☐ Sale or purchase of land
☐ Construction Contract
☑ Professional Services Agreement
☐ Other _____

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

☑ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Not-for-profit Corporation
☐ Other: _____

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Illinois

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

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

| Name | Title |
|---|---|
| Juan Gabriel Moreno | President |
| | |
| | |
| | |
| | |

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

| Name | Address | Ownership Interest Percentage |
|---|---|---|
| Juan Gabriel Moreno, President | 223 W Ohio Street, Chicago IL, 60654 | 100% |
| | | |
| | | |
| | | |
| | | |

5. LLC's ONLY, indicate management type and name:
   ☐ Member-managed
   ☐ Manager-managed
   Name: _____

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

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

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PARTNERSHIPS

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

| Name | Ownership Interest Percentage |
|---|---|
| n/a | n/a |
| | |
| | |
| | |
| | |

SOLE PROPRIETORSHIP

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: ☐ Yes ☑ No

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

2. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

| Name(s) of Principal(s) |
|---|
| n/a |
| |
| |
| |
| |

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

| Name | Address |
|---|---|
| n/a | n/a |
| | |
| | |
| | |
| | |

CONTRACTOR CERTIFICATION

A. CONTRACTORS

   1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

      a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local

government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any

similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

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

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

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

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

INCORPORATION INTO CONTRACT AND COMPLIANCE

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

VERIFICATION

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

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

Juan Gabriel Moreno
Name of Authorized Officer (Print or Type)

Signature of Authorized Officer

President
Title

312-895-4438
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 22 day of February, 2022 by

Juan Gabriel Moreno (Name) as President (Title) of

Moreno Architects ltd dba JGMA (Bidder/Proposer/Respondent or Contractor)

Laura Flores
Notary Public Signature and Seal

LAURA FLORES
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 18, 2024

# ATTACHMENT B
# LEGAL ACTIONS

**(FORM FOLLOWS)**

ATTACHMENT B
LEGAL ACTIONS

FIRM NAME: Moreno Architects ltd dba JGMA

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

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

# ATTACHMENT C
# DISCLOSURE OF RETAINED PARTIES

**(FORM FOLLOWS)**

ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description or goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

| Name | Business Address | Relationship (Attorney, Lobbyist, etc.) | Fees (indicate total whether paid or estimated) |
|---|---|---|---|
| N/A | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

The Consultant understands and agrees as follows:

a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.

b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.

c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

| | |
|---|---|
| Signature | 2/22/2022<br>Date |
| Juan Moreno<br>Name (Type or Print) | President<br>Title |

Subscribed and sworn to before me

this 22 day of February 2022

Laura Flores

Notary Public

LAURA FLORES
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 18, 2024

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

**(FORM AND SCHEDULES FOLLOW)**

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

1. Policy Statement

   a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.

   b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

   c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

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

   b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.

   c. 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.

   d. 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 or County of Cook.

      (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.

      (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.

      (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 any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

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

      (6) "Established Business" means a person or entity granted certification by the City of Chicago.

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

      (8) "Good faith efforts" means actions undertaken by a Contractor 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.

(9) "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.

(10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.

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

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

4. Determining MBE/WBE Utilization

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

b. 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.

c. 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.

d. 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.

e. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.

e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

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

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity

accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

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

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

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

6. Evaluation of Compliance Proposals

a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / 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 Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.

c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by

7. Request for Waiver

a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

b. Good Faith efforts to achieve participation include but are not limited to:

(1) Attendance at the Pre-bid conference;

(2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.

(3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;

(4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;

(5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations;

(6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;

(7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;

(8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;

(9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.

(10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, 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.

(11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;

(12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;

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

(14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.

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

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

(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 Bidder;

(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. Established Business Participation in the MBE and WBE Procurement Program

a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:

(1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;

(2) For a one-year period starting on the one-year anniversary of the date the business entity became an

established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

(3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

a. If the Contractor 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 contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor'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 bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor'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 bids to meet the goals.

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

(6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

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

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

(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 contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

10. Reporting and Record-Keeping Requirements

a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE

assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

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

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

12. 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 should have been known by the parties prior to entering into the subcontract.

13. MBE/WBE Substitution Requirements and Procedures

a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor 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 Contractor 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) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor 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.

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

(3) The Contractor'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 Contractor; 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.

(4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.

(5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business 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.

(6) 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) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.

ii. 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 Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. 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.

15. Severability

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

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# SCHEDULE B
## Joint Venture Affidavit

**(SCHEDULE FOLLOWS)**

**SCHEDULE B**
**Joint Venture Affidavit (1 of 3)**

***This form is not required if all joint venturers are* MBE/Non-MBE or WBE/Non-WBE *firms. In such case, however, a written joint venture agreement among the* MBE/Non-MBE or WBE/Non-WBE *firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.***

A. Name of joint venture _____

B. Address of joint venture _____

_____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

_____

_____

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

_____

_____

_____

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

_____

_____

_____

E. Nature of joint venture's business

_____

_____

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

_____

_____

**SCHEDULE B**
**Joint Venture Affidavit (2 of 3)**

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

_____

_____

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

1. Financial decisions

_____

2. Management decisions such as:

a. Estimating

_____

b. Marketing and Sales

_____

c. Hiring and firing of management personnel

_____

d. Other

_____

3. Purchasing of major items or supplies

_____

4. Supervision of field operations

_____

5. Supervision of office personnel

_____

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

_____

_____

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

_____

_____

J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

_____

_____

**SCHEDULE B**
**Joint Venture Affidavit (3 of 3)**

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

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

| | |
|---|---|
| _____ | _____ |
| Name of Joint Venturer | Name of Joint Venturer |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Date | Date |
| State of _____County of_____ | State of _____ County of_____ |
| On this _____day of _____, 20___ | On this ____ day of _____, 20_____ |
| before me appeared (Name) | before me appeared (Name) |
| _____, | _____, |
| to me personally known, who, being duly sworn, | to me personally known, who, being duly sworn, |
| did execute the foregoing affidavit, and did state | did execute the foregoing affidavit, and did state |
| that he or she was properly authorized by | that he or she was properly authorized by |
| (Name of Joint Venture) | (Name of Joint Venture) |
| _____ | _____ |
| to execute the affidavit and did so as his or her | to execute the affidavit and did so as his or her |
| free act and deed. | free act and deed. |
| _____ | _____ |
| Notary Public | Notary Public |
| Commission expires:<br>(SEAL) | Commission expires:<br>(SEAL) |

# SCHEDULE C
## Letter of Intent from MBE/WBE To Perform As Subcontractor, Subconsultant, and/or Material Supplier

**(SCHEDULE FOLLOWS)**

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

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 _____. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

_____
_____
_____
_____

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

_____
_____
_____
_____

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

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

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

The Undersigned (Contractor) will enter into a formal agreement for the above work with the 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.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

_____ _____
Name of MBE/WBE Firm (Print) Signature

_____ _____
Date Name (Print)

_____
Phone

IF APPLICABLE:
BY:

_____ _____
Joint Venture Partner (Print) Signature

_____ _____
Date Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ___

_____
Phone

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

**(SCHEDULE FOLLOWS)**

SCHEDULE D

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

Name of Project: TBD

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

President

Title and duly authorized representative of

JGMA

Name of Professional Service Provider whose address is

223 WEST OHIO STREET

in the City of CHICAGO , State of ILLINOIS

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

| Name of MBE/WBE Contractor | Type of Work to be Done in Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals | |
|---|---|---|---|
| | | MBE | WBE |
| JGMA | | $ TBD | $ $ TBD |
| | | $ | |
| | | $ | $ |
| | | $ | $ |
| | | $ | $ |
| | | $ | $ |
| | | $ | $ |
| | | $ | $ |
| | Total Net MBE/WBE Credit | $ TBD | $ TBD |
| | Percent of Total Base Bid | TBD % | TBD % |

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

SCHEDULE D

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

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor 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.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

JGMA
Name of Contractor (Print)

Signature

02.10.2022
Date

JUAN MORENO
Name (Print)

312.895.4438
Phone

IF APPLICABLE:

BY:

_____
Joint Venture Partner (Print)

_____
Signature

_____
Date

_____
Name (Print)

_____

MBE ____ WBE ____ Non-MBE/WBE ___