

Public Building Commission of Chicago



Meeting Minutes

JUNE 9, 2026

2:30 PM

Regular Meeting of the
Board of Commissioners of the
Public Building Commission of Chicago
In the Second Floor Board Room,
Richard J. Daley Center

Board of Commissioners

Brandon Johnson, Chairman

Samuel Wm. Sax

Toni Preckwinkle

Arnold Randall

Jose G. Maldonado, Jr.

David Todd Whittle

James F. Ellis, Jr.

Kari K. Steele

Robert Castaneda

Sean B. Harden

**PUBLIC BUILDING COMMISSION OF CHICAGO
MINUTES OF THE REGULAR MEETING OF THE
BOARD OF COMMISSIONERS HELD IN THE SECOND FLOOR BOARD ROOM
RICHARD J. DALEY CENTER
ON JUNE 9, 2026 at 2:30 P.M.**

The following Commissioners were present:

Robert Castaneda
James F. Ellis, Jr.
Sean B. Harden
Toni Preckwinkle
Arnold Randall
Samuel Wm. Sax
Kari K. Steele
David Todd Whittley- 8

Attendees present were:

Ray Giderof, Executive Director

S. Amirshaghagi	G. Herrera	K. Newman
J. Beatty	G. Johnson	B. Onwuzurike
T. Bell	J. Koo	C. Onwuzurike
A. Bianchi	K. LaJeune	B. Payne
G. Blakemore	L. Lypson	W. Porter
J. Borkman	R. Manning*	F. Rico
M. Davies	P. Montenegro	J. Ruiz
P. Doyle	T. Moran	T. Foucher-Weekley
L. Giderof	J. Mullins	R. Williams
A. Gomez-Leal	M. Mullins	M. Witry

* Remote

Commissioner Preckwinkle moved that Commissioner Sax serve as Vice Chair of the Public Building Commission for the purpose of chairing the meeting in the absence of the Chairman. The motion was duly seconded, and the following Resolution was adopted:

RESOLUTION NO. 8828

BE IT RESOLVED that the Board of Commissioners of the Public Building Commission hereby elects Commissioner Samuel Wm. Sax to serve as Vice Chairman of the Public Building Commission for the purpose of chairing the meeting in the absence of the Chairman.

Commissioners voting in the affirmative:

Robert Castaneda, James F. Ellis, Jr.,
Sean B. Harden, Toni Preckwinkle,
Arnold Randall, Samuel Wm. Sax,
Kari Steele and David Todd Whittlely - 8

Commissioners voting in the negative:

None

Thereupon, Vice Chairman Sax called the meeting to order and the presence of a quorum was established.

Vice Chairman Sax advised that a public participation period would be conducted pursuant to Section 2.06(g) of the Open Meetings Act and the guidelines for comments established by Resolution No. 7611 approved by the Board of Commissioners on January 11, 2011. Executive Director Giderof summarized the public comment guidelines which include the following: (1) the public comment period provides an opportunity for participants to share their comments with the Board of Commissioners; (2) participants must register at least two (2) hours in advance and are allowed two (2) minutes to provide comments; (3) all public comments must be limited to issues of concern before the Board of Commissioners or its Committees; (4) remarks of a personal nature directed toward a member of the Board of Commissioners, employees of the Public Building Commission or any individual will not be tolerated; and (5) conduct or behavior that is not respectful or in violation of the Public Building Commission's anti-harassment policy will not be tolerated.

Kenneth Newman had registered to provide comments during the public participation period. He provided comments regarding the need to provide additional lighted tennis courts on various sites and the need for more athletic facilities in the City of Chicago.

Following the conclusion of the public participation period, the Commissioners were presented with consideration of approval of the minutes of the Regular Meeting of the Board of Commissioners held April 14, 2026. The reading of said minutes, which had previously been distributed, was dispensed with and upon motion duly made and seconded, the minutes of the April 14, 2026 board meeting were unanimously approved.

Next, the Commissioners were presented with a report by Commissioner Randall regarding the Administrative Operations Committee held on June 4, 2026. The Administrative Operations Committee report is summarized as follows:

The Director of Procurement presented two task order awards: one for Environmental Renovation/Demolition Specialty Consultant Services and one for Geotechnical Investigation Services. Both firms are Minority-Owned Business Enterprise firms.

Additional Procurement updates included:

- The bid opening for Contract C1629 for CDOT's Capital Program – Alleys at various locations, Package 7.
- The status of the appointment of a firm to provide Design-Build services for the Department of Water Management's New Operations Facility.
- The appointment of a Design Architect for the Gage Park Branch Library.

The Executive Director reported on Field Orders and recommended ratification of a Change Order for the Kenwood Academy Link and Mechanical Project totaling \$23,913.73. He also provided updates on outreach efforts.

The AO Committee accepted the recommendations and reports from the PBC staff.

A copy of the Task Order Report is attached hereto as **Exhibit "A"**.

Following consideration, and upon motion duly made and seconded, the following resolution was adopted.

RESOLUTION NO. 8829

BE IT HEREBY RESOLVED that the Board of Commissioners of the Public Building Commission hereby approves the Change Order as indicated on the document entitled, "Summary Report of Change Order for PBC Board Meeting" and attached to the minutes of this meeting as **Exhibit "B"**.

BE IT FURTHER RESOLVED that the Executive Director and appropriate officials of the Public Building Commission are hereby authorized and directed to undertake such actions and, upon approval by Legal Counsel as to form and legality, execute such documents as may be necessary in order to effectuate this Resolution.

Commissioners voting in the affirmative:

Robert Castaneda, James F. Ellis, Jr.,
Sean B. Harden, Toni Preckwinkle,
Arnold Randall, Samuel Wm. Sax,
Kari Steele and David Todd Whittlely - 8

Commissioners voting in the negative:

None

The next item on the agenda was a report by the Executive Director regarding regular reports, development status and other matters. He advised the Commissioners regarding that the Public Building Commission has continued its outreach and engagement efforts and provided an update of activities that have occurred since the last board meeting of the Public Building Commission. His report included the following events:

During April 2026, the Executive Director served as a panelist at the AIA Chicago Large Firm Round Table Discussion. In addition, the Public Building Commission and its representatives: hosted students from HACIA's Assistant Project Engineer Cohort Training Program; conducted a Virtual Community Hiring Opportunity for the Kells (George) Park Fieldhouse Project; participated in the GRIP Future Steps Job and Career Fair; joined Mayor Johnson, City Colleges of Chicago Chancellor Juan Salgado, 28th Ward Alderman Jason Ervin and other City representatives at the Construction Season Kick Off/Build Better Together at the Malcolm X College West Campus; hosted 20th Ward Alderman Jeanette Taylor, Chancellor Juan Salgado and other representatives of the City Colleges for a site walk-through held at the City Colleges of Chicago School of Nursing Project at the Kennedy King College; and attended

Alderman Pat Dowell's community meeting to present an update of the Department of Family and Support Services' Bronzeville Regional Senior Center.

During May 2026, Public Building Commission representatives participated in RW Revolution Workshop's Mock Interview Day and Executive Director Giderof appeared on WCPT 820 AM to promote the Public Building Commission's Third Annual Connection Session. Together with its Design/Build Team for the new Bronzeville Regional Senior Center, a presentation regarding the Bronzeville Regional Senior Center was made at the HACIA Membership Meeting and then attended Alderman Pat Dowell's Town Hall Meeting to present the DFSS Bronzeville Regional Senior Center. On May 14, 2026, the Public Building Commission hosted its Third Annual Connection Session at Malcolm X College to ensure networking opportunities with prime contractors, M/WBE firms, subcontractors, vendors, suppliers and other professional services consultants, provide an update of current and upcoming Public Building Commission projects and highlight its student hiring initiative. The Executive Director expressed appreciation for President Harden and the partnership with the Chicago Public Schools' Chicago Builds Program and the Dawson Technical Institute for sending almost 150 students and scholars who participated in the program. He also expressed appreciation to Deputy Mayor Lori Lyson, Commissioner Maldonado, Commissioner Castenada and President Harden for their attendance and support. In closing, the Executive Director advised that on June 4, 2026, the Public Building Commission partnered with 7th Ward Alderman Gregory Mitchell and representatives from the Chicago Department of Transportation for a community meeting regarding the feasibility study for the Shoreline Restoration Project from 71st to 75th Street.

At the conclusion of the Executive Director's remarks, Commissioner Harden commended Executive Director regarding his work in connecting with the community and engaging with students of the Chicago Public Schools. There was discussion regarding the impact of the

Connection Session followed by a video that displayed highlights from the event. At the conclusion of the remarks and acknowledgements, the report by the Executive Director was accepted.

The next item on the agenda was consideration of approval to award Contract C1629 for the Chicago Department of Transportation (CDOT) Capital Program – Alleys at Various Locations Package 7 (the “Project”). Executive Director Giderof advised the Commissioners that the Public Building Commission invited all contractors to bid on the Project. On June 1, 2026, sealed bids were received from four (4) contractors. Following a review of the bid documents, it was recommended that Contract C1629 be awarded to Capitol Cement Company, Inc. Upon motion duly made and seconded, the following resolution was adopted:

RESOLUTION NO. 8830

WHEREAS, pursuant to bid solicitations from general construction firms, the Public Building Commission of Chicago received the following bids for Contract No. C1629, the Chicago Department of Transportation (CDOT) – Alleys at Various Locations – Package 7 (the “Project”):

	<u>BASE BID</u>	<u>AWARD CRITERIA FIGURE</u>
Capitol Cement Company, Inc.	\$4,577,558.00	\$4,315,721.68
Sumit Construction Company, Inc.	\$4,844,838.00	\$4,573,527.07
BOWA Construction	\$5,464,995.66	\$5,191,745.88
MW Sewer & Water Contractors, Inc. dba	\$6,738,853.00	\$6,361,477.23
MQ Construction Company		

WHEREAS, the bid of Capitol Cement Company, Inc. was the lowest responsible bid meeting the technical specifications received by the Commission for the furnishing and performance of the work; and

WHEREAS, as a part of its bid proposal, Capitol Cement Company, Inc. has advised the Commission that the surety on the performance and payment bond to be supplied in the form set forth in the contract documents will be Travelers Casualty and Surety Company of America, corporate surety, authorized to do business under the laws of the State of Illinois; and

WHEREAS, the staff of the Commission has recommended that Contract C1629 be awarded to Capitol Cement Company, Inc. and that Travelers Casualty and Surety Company of America, the proposed surety on the performance and payment bond, be accepted and approved by the Commission.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby awards to Capitol Cement Company, Inc. Contract C1629 for the Chicago Department of Transportation (CDOT) – Alleys at Various Locations – Package 7 pursuant to the terms thereof for the contract price of \$4,577,558.00 (including Contingency and Allowances) and authorizes and directs the appropriate officers of the Public Building Commission of Chicago to take such action as may be required or advisable in order to consummate the award and to execute the contract.

BE IT FURTHER RESOLVED that the Public Building Commission of Chicago does hereby approve a payment and performance bond to be supplied in the form set forth in the contract documents comprising Contract No. C1629, subject to the completion and delivery to the Commission of said form of bond by Capitol Cement Company, Inc. and Travelers Casualty and Surety Company of America, as surety, in the principal amount of \$4,577,558.00 (including Contingency and Allowances) and the Chairman is hereby authorized and directed to signify approval by the Commission of the fully executed bond.

Commissioners voting in the affirmative:

Robert Castaneda, James F. Ellis, Jr.,
Sean B. Harden, Toni Preckwinkle,
Arnold Randall, Samuel Wm. Sax,
Kari Steele and David Todd Whittle - 8

Commissioners voting in the negative:

None

The next item on the agenda was consideration of approval to appoint a firm to provide Design Build Services for the Department of Water Management New Operations Facility located at 4825 West Lawrence Avenue (the “Project”). Executive Director Giderof advised the Commissioners that the Public Building Commission, in collaboration with the Department of Water Management, solicited proposals for the Project through a two-phase Design-Build procurement process. Seven (7) responses were received for Phase 1 of the solicitation. The responses were reviewed by an Evaluation Committee based on the following criteria: quality of

design concepts; compliance with Project objectives; Project Management Plan; overall compliance and responsiveness to Design Parameters; quality and durability of products and materials used; overall constructability and quality of proposed project; quality and validity of proposed design and construction schedule and compliance with the time of completion requirements and performance criteria; innovation demonstrated in meeting the Scope and Performance Criteria in the RFP; MBE/WBE, EEO, CRO, and CH Participation; Guaranteed Maximum Project Cost Proposal; interview; and overall compliance and responsiveness of proposed services. Following review of all submitted materials and interviews with the short-listed firms, the Evaluation Committee recommended the appointment of KEO IL, LLC, an African American-owned firm partnering with Leopardo Construction JV, and KOO LLC, a certified Women-Owned firm, to provide Design Build Services for the Project. Upon approval, a Guaranteed Maximum Price (GMP) will be negotiated to complete the design and construction of the Project within the total approved budget. Upon motion duly made and seconded, the following Resolution was adopted:

RESOLUTION NO. 8831

BE IT HEREBY RESOLVED that the Board of Commissioners of the Public Building Commission hereby approves the appointment of KEO IL, LLC and Leopardo Construction JV, in partnership with KOO LLC to provide Design Build Services to the Public Building Commission for the Department of Water Management New Operations Facility located at 4825 West Lawrence Avenue pursuant to a Guaranteed Maximum Price (GMP) Agreement to be negotiated.

BE IT FURTHER RESOLVED that the Executive Director and appropriate officials of the Public Building Commission are hereby authorized and directed to undertake such actions and, upon approval by Legal Counsel as to form and legality, execute such documents as may be necessary in order to effectuate this Resolution.

Commissioners voting in the affirmative:

Robert Castaneda, James F. Ellis, Jr.,
Sean B. Harden, Toni Preckwinkle,

Arnold Randall, Samuel Wm. Sax,
Kari Steele and David Todd Whittley - 8
Commissioners voting in the negative:

None

The next item on the agenda was consideration of approval to appoint a firm to provide Design Architect Services for the Gage Park Branch Library (the “Project”). The Executive Director advised the Commissioners that the Public Building Commission reviewed its Letters of Interest and Qualification (LIQ) Database consisting of 142 Architects and 73 Engineers interested in providing Architect and Engineer of Record (AOR/EOR), Design Architect, Engineering and Programming Architect services to the Public Building Commission. Following review of the qualifications and availability of firms listed in the Database, and in collaboration with the Department of Fleet and Facility Management (2FM), it was recommended that the Public Building Commission appoint Wallin/Gomez Architects, Ltd., a minority-owned business enterprise (MBE) firm, as Design Architect for the Project based upon the following criteria: capabilities to perform services for similar past projects with successful execution; understanding of the importance of design excellence and its applicability to projects with a strong philosophy and process; commitment to maximizing the utilization of MBE and WBE Consultant Firms; recent and relevant experience with design of similar types of adaptive use facilities; knowledgeable and experienced staff with bilingual (Spanish) expertise in project delivery and engagement; proven experience in projects of civil, cultural and governmental sectors; extensive project experience within the underserved communities of the South and West sides of Chicago; understanding of the public engagement process for outreach in the development of projects. Executive Director Giderof introduced representatives from Wallin/Gomez Architects, Inc. who were present at the meeting and expressed appreciation for the opportunity to collaborate with

the Chicago Public Library. Following discussion, and upon motion duly made and seconded, the following resolution was approved:

RESOLUTION NO. 8832

BE IT HEREBY RESOLVED that the Board of Commissioners of the Public Building Commission hereby approves the appointment of Wallin/Gomez Architects, Ltd., a minority-owned business enterprise (MBE) to provide Design Architect Services for the Gage Park Branch Library under its existing Task Order based Master Agreement with the Public Building Commission (PS3041).

BE IT FURTHER RESOLVED that the Executive Director and appropriate officials of the Public Building Commission are hereby authorized and directed to undertake such actions and, upon approval by Legal Counsel as to form and legality, execute such documents as may be necessary in order to effectuate this Resolution.

Commissioners voting in the affirmative:

Robert Castaneda, James F. Ellis, Jr.,
Sean B. Harden, Toni Preckwinkle,
Arnold Randall, Samuel Wm. Sax,
Kari Steele and David Todd Whittle - 8

Commissioners voting in the negative:

None

The final item on the agenda was consideration of approval of a Master Intergovernmental Agreement between the Village of Richton Park and the Public Building Commission (the “Master IGA”). The Executive Director advised the Commissioners that on June 8, 2026, the Board of Trustees of the Village of Richton Park approved a Master Intergovernmental Agreement with the Public Building Commission of Chicago which provides that the Public Building Commission will implement certain planning and development projects in the Village’s Capital Improvement Program as may be approved by the Parties. Executive Director Giderof stated that the new partnership under the Master IGA will provide support for the long term operational and facilities needs of the Village. Following approval of the Master

IGA, the Public Building Commission will work collaboratively with the Village of Richton Park and provide professional consultation and analysis services. Upon motion duly made and seconded, the following resolution was adopted:

RESOLUTION NO. 8833

BE IT RESOLVED that the Board of Commissioners of the Public Building Commission hereby approves the Master Intergovernmental Agreement between the Village of Richton Park and the Public Building Commission of Chicago, a copy of which is attached hereto as Exhibit “C”.

BE IT FURTHER RESOLVED that the Executive Director and appropriate officials of the Public Building Commission of Chicago are hereby authorized and directed to undertake such actions and execute such documents, upon approval by Legal Counsel, as may be necessary and appropriate in order to effectuate this Resolution.

Commissioners voting in the affirmative:

Robert Castaneda, James F. Ellis, Jr.,
Sean B. Harden, Toni Preckwinkle,
Arnold Randall, Samuel Wm. Sax,
Kari Steele and David Todd Whittlely - 8

Commissioners voting in the negative:

None

There being no further business to come before the Board of Commissioners, the meeting was adjourned.

APPROVED:

Secretary

Chairman



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

BOARD OF COMMISSIONERS

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TANYA FOUCHER-WEEKLEY
Assistant Treasurer

June 9, 2026

MEMBERS OF THE PUBLIC BUILDING COMMISSION OF CHICAGO
BOARD OF COMMISSIONERS

Re: Notice of Awards to Specialty Consultant Services

Honorable Chairman and Commissioners:

In 2023, the PBC publicly advertised Requests for Qualifications (RFQ) from firms interested in providing consulting services in the following categories: Environmental Renovation/Demolition Services, Construction Geotechnical Investigation Services, among others. In November 2023, the PBC received approval to award term contracts to firms pre-qualified to provide specialty consulting services in this category among others.

In November 2023, a random lottery by category was conducted to establish the rotation to accommodate the recent addition of firms. As services are required, the rotation determines the firm to which a request for pricing is issued. Proposals are reviewed and evaluated for experience, expertise of staff, capacity, past performance, plan of action proposed, and pricing. Upon approval, PBC staff issues a task order against the successful firm's term contract.

Staff respectfully submit the attached report of the recent Specialty Consultant Service task order awards.

Sincerely,

James L. Borkman
Director of Procurement



EXHIBIT A.

Task Orders Awarded against Term Contracts

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

June 2026

Number of Task Orders	Type of Service	Total Dollar for type of Service
1	Environmental Renovation/Demolition	\$ 105,098.40
1	Geotechnical Investigation	\$ 63,786.00
		\$ 168,884.40

Task Orders

Project	Service	Process	Contractor	MBE/WBE	Total Dollar
Malcolm X College (MXC) West Campus Addition and Renovations	Environmental Renovation/Demolition	Consulting	Specialty Consulting, Inc.	MBE	\$ 105,098.40
Malcolm X College Washington Park Campus	Geotechnical Investigation	Consulting	Geo Services	MBE	\$ 63,786.00



Richard J. Daley Center
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Chairman
BRANDON JOHNSON
Mayor
City of Chicago

Executive Director
RAY GIDEROF

EXHIBIT A.

May 20, 2026

VIA EMAIL: asaenz@spc-inc.com

Arturo Saenz
Specialty Consulting, Inc.
623 Cooper Court
Schaumburg, IL 60173

RE: Contract / Task Order
Number: 03720-PS3081G-002
Project Number and Name: 03720 Malcolm X College (MXC) West
Campus Addition and Renovations
Services: Environmental Renovation/Demolition
User Agency: The Board of Trustees of Community College
District No. 508

Dear Contractor/Vendor:

This Task Order is prepared in accordance with, and is subject to, the terms and conditions of Contract PS3081G for Environmental Renovation/Demolition Services (the "Contract"), between the Public Building Commission of Chicago (the "Commission"), and Specialty Consulting, Inc. The Contract is incorporated herein by reference.

This Task Order acknowledges the Commission's acceptance of Specialty Consulting, Inc.'s Task Order proposal, dated April 30, 2026. This Task Order's Scope of Service(s) is attached hereto, is incorporated herein by reference, and includes the following:

<u>\$87,582.00</u>	Fee for additional Environmental Renovation/Demolition Services as described in Attachment B – Schedule of Cost
<u>\$17,516.40</u>	Contingency to be authorized in writing by the Public Building Commission of Chicago

The value of this Task Order is a not-to-exceed fee of **\$105,098.40** for Environmental Renovation/Demolition Services as described above. The Project Manager will be issuing a Notice to Proceed. All terms and compensation are as per the Contract except as specifically modified herein.


Miguel F. Fernández
Senior Procurement Coordinator

05/21/2026
Date


James L. Borkman
Director of Procurement

05/21/2026
Date



Recommendation of Award Environmental Services – Renovation / Demolition

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

Date: May 05, 2026

To: James Borkman
Director of Procurement

From: Paulo C. Hernandez
Senior Project Manager

Distribution: Miguel Fernandez
03720-03-04-04-01

Subject: Recommendation of Award
Malcolm X College – West Campus Addition and Renovations
Specialty Consulting, Inc.
Environmental Scope of Services: Renovation / Demolition

The Public Building Commission of Chicago (PBC) issued a Request for Proposal (RFP) to Specialty Consulting, Inc. on April 20, 2026, who has been pre-qualified to provide Environmental Services: Renovation / Demolition, as required at the above-named Project. We have reviewed the proposal submitted to perform the following environmental services:

- A. ACM Abatement Project Management and Air Sampling;
- B. Hazardous Materials Removal and Disposal Oversight;
- C. Construction Meetings;
- D. Contractor Submittal Reviews.

On April 30, 2026, Specialty Consulting, Inc. submitted a proposal including an Attachment Fee Schedule of hourly Rates for varying job titles which has been approved by PBC. The amount for this contract is being issued as a not-to-exceed amount of \$87,582.00 to complete the scope of work and \$17,516.00 in contingency costs for a total proposed amount of \$105,098.40.

Based on the review, we recommend that Specialty Consulting, Inc. be selected to complete the work, due to the following:

- They are capable and have performed Services for similar projects.
- Provided a clear understanding of the project requirements;
- Project management and staffing plan;
- Provided fair and reasonable pricing;
- They have extensive experience in the activities described in the RFP;
- They are a PBC pre-qualified specialty consultant to perform these services;
- Consultant is committed to comply with the PBC's MBE/WBE Goals.

Specialty Consulting, Inc. should be assigned a Task Order, in the not-to-exceed amount of \$87,582.00 with \$17,516.00 in contingency, for a total of \$105,098.40.

End of Memorandum



Richard J. Daley Center
50 West Washington Street
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(312) 744-3090
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www.pbcchicago.com

Chairman
BRANDON JOHNSON
Mayor
City of Chicago

Executive Director
RAY GIDEROF

EXHIBIT A.

May 21, 2026

VIA EMAIL: drew@geoservicesinc.net

Drew Ptak
Geo Services, Inc.
1235 East Davis Street
Arlington Heights, IL 60005

RE: **Contract / Task Order**
Number: 03740-PS3082C-002
Project Number and Name: 03740 Malcolm X College Washington Park Campus
Services: Geotechnical Investigation
User Agency: The Board of Trustees of Community College District No. 508

Dear Contractor/Vendor:

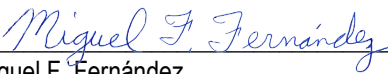
This Task Order is prepared in accordance with, and is subject to, the terms and conditions of Contract PS3082C for Geotechnical Investigation Services (the "Contract"), between the Public Building Commission of Chicago (the "Commission"), and Geo Services, Inc. The Contract is incorporated herein by reference.

This Task Order acknowledges the Commission's acceptance of Geo Services, Inc.'s revised Task Order proposal, dated May 8, 2026. This Task Order's Scope of Service(s) is attached hereto, is incorporated herein by reference, and includes the following:

\$53,155.00 Fee for Geotechnical Services as described in Attachment B – Schedule of Cost

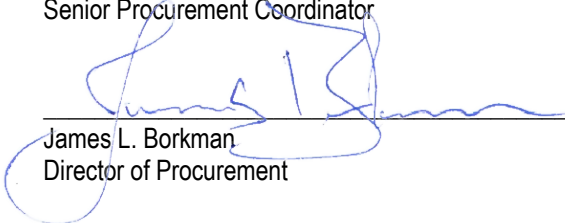
\$10,631.00 Contingency to be authorized in writing by the Public Building Commission of Chicago

The value of this Task Order is a not-to-exceed fee of \$63,786.00 for Geotechnical Investigation Services as described above. The Project Manager will be issuing a Notice to Proceed. All terms and compensation are as per the Contract except as specifically modified herein.


Miguel F. Fernández
Senior Procurement Coordinator

05/21/2026

Date


James L. Borkman
Director of Procurement

05/21/2026

Date



Recommendation of Award - Geotechnical

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

Date: May 14, 2026

To: James Borkman
Director of Procurement

From: Justin Cafferty
Senior Design Manager

Distribution: Miguel Fernandez
03740-03-04-05-01

Subject: Recommendation of Award
Malcolm X College (MXC) Washington Park Campus
Geo Services, Inc.
Geotechnical Services

The Public Building Commission of Chicago (PBC) issued a Request for Proposal (RFP) to **Geo Services, Inc.** who has been pre-qualified to provide Geotechnical Services scope per the SOW as required at the above-named Project. We have reviewed the proposal submitted to perform the requested services:

On April 27, 2026, **Geo Services, Inc.** submitted a proposal which has been approved by PBC. The amount for this contract is being issued as a not-to-exceed amount of \$53,155.00, to complete the scope of work and \$10,631.00 in contingency costs, for a total proposed amount of \$63,786.00.

Based on the review, we recommend that **Geo Services, Inc.** be selected to complete the work, due to the following:

- They are capable and have performed Services for similar projects.
- Provided a clear understanding of the project requirements;
- Project management and staffing plan;
- Provided fair and reasonable pricing;
- They have extensive experience in the activities described in the RFP;
- They are a PBC pre-qualified specialty consultant to perform these services;
- Consultant is committed to comply with the PBC's MBE/WBE Goals.

Geo Services, Inc. should be assigned a Task Order, in the not-to-exceed amount of **\$53,155.00, with \$10,631.00 in contingency, for a total of \$63,786.00.**

End of Memorandum

PUBLIC BUILDING COMMISSION OF CHICAGO
BOARD MEETING – JUNE 9, 2026
CHANGE ORDER REPORT

EXHIBIT B.
PUBLIC BUILDING COMMISSION
SUMMARY REPORT OF CHANGE ORDERS*
FOR PBC BOARD MEETING
June 9, 2026

A	B	C	D	E	F = (D+E)	G	H=(F+G)	I=(E+G/D)
PROJECT	CONTRACT	CONTRACTOR	ORIGINAL CONTRACT VALUE	PREVIOUSLY APPROVED CONTRACT CHANGES	CURRENT CONTRACT VALUE (Including Previously Approved Changes)	REPORTED CHANGE ORDERS*	ADJUSTED CONTRACT VALUE (Including Approved Current Proposed Change Orders)	APPROVED BOARD CHANGES % (of Original Contract)
Kenwood Academy Link and Mechanical Project 5015 S. Blackstone Avenue Project Manager: Robert Owens	C1602R	F. H. Paschen , S.N. Nielsen & Associates, LLC	\$9,985,000.00	\$244,066.09	\$10,229,066.09	\$23,913.73	\$10,252,979.82	2.68%

PUBLIC BUILDING COMMISSION OF CHICAGO**CHANGE ORDER**

Kenwood Academy Link and Mechanical Project

5015 S. Blackstone Avenue

June 2, 2026*

F. H. Paschen, S.N. Nielsen & Associates LLC**5515 N. East River Road****Chicago, IL 60656**

CHNG	BULL	CONTRACT NUMBER C1602R	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$9,985,000.00
NUM		APPROVED CHANGE ORDERS	\$244,066.09
ADJUSTED CONTRACT PRICE TO DATE			\$10,229,066.09
005	1602R-022	Provide labor, material and equipment for repairs to an existing collapsed catch basin and modifications to expansion joints. (Error or Omission – User Agency AOR).	\$23,913.73

TOTAL CHANGE ADDITION	\$23,913.73
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ADJUSTED CONTRACT PRICE AFTER APPROVAL	\$10,252,979.82
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All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. C1602R heretofore issued by the Public Building Commission.

All parties shall apply the change as indicated above.

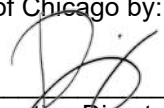
Resolution Number _____

*Ratified at Next Board Meeting

Changes as specified above authorized for the Public Building Commission of Chicago by:



Reviewed By



Executive Director

**MASTER INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF RICHTON PARK AND THE
PUBLIC BUILDING COMMISSION OF CHICAGO**

This Intergovernmental Agreement dated as of June 1, 2026 (this "**Agreement**") is made by and between the Village of Richton Park, an Illinois municipal corporation, 4455 Sauk Trail, Richton Park, Illinois 60471 (the "**Village**"), and the Public Building Commission of Chicago, an Illinois municipal corporation having its offices at Room 200, Richard J. Daley Center, Chicago, Illinois 60602 (the "**PBC**" or "**Commission**"). The Village and the Commission are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

- A. The Village of Richton Park is an Illinois municipal corporation.
- B. On March 18, 1956, the Village of Commissioners of Cook County joined with the City Counsel of the City of Chicago in the creation of the PBC pursuant to the Public Building Commission Act of the State of Illinois, 50 ILCS 20/1 et. seq. (the "PBC Act") for the purpose, among others, of facilitating the development, construction, operation and maintenance of public buildings, improvements, and facilities for use by local public agencies in the furnishing of essential governmental services.
- C. The PBC is authorized and empowered by the PBC Act to acquire title to real property, including easements and reversionary interests in streets, alleys and other public places, by lease, purchase or the exercise of eminent domain, for public improvements in an area or areas that have been selected, located and approved by the governing bodies of the Village and the PBC.
- D. The PBC has heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of public improvements, buildings and facilities for use by various public bodies including the City of Chicago, the Board of Education of the City of Chicago, the Chicago Park District, and the Village of Richton Park.
- E. The PBC is authorized by Section 14 of the PBC Act to repair, alter, improve, furnish and equip such buildings and facilities, to operate and maintain such buildings and facilities and to enter into contracts for the operation, maintenance and management of such buildings and facilities in order to provide essential governmental health, safety and welfare services.
- F. The PBC and the Village are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement.
- G. Article VII Section 10 of the Constitution of the State of Illinois, as well as the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (hereinafter referred to as the "Cooperation Act"), authorizes and encourages units of local government to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function. An Intergovernmental Agreement is appropriate for the purposes described herein and said Agreement is authorized by the Cooperation Act.

EXHIBIT C.

H. The Village desires that, from time to time, the Commission will implement certain planning, design, building assessments, preventative maintenance plans, capital plans, Site selection, land acquisition, environmental testing, energy efficiency assessments, expansion, rehabilitation, renovation, demolition, and other infrastructure and refurbishment projects, including advisory, consulting, project planning, feasibility analysis, coordination, program management, and related professional support services of various community facilities (the "Projects") on the Village's behalf.

I. The Parties have agreed subject to this Agreement that the Commission may undertake future projects in the Village's Capital Improvement Program ("CIP" or "Program") or as otherwise approved by the Village or for the acquisition, construction, renovation, reconstruction, revitalization and equipping of various community facilities.

J. Following a determination that a Project should be undertaken, any additional agreement between the Parties detailing scope, cost and source of funds is subject to the approval of the Village and will be defined more specifically in a Project Formulation or Project Undertaking Request.

K. By action of the Village on [_____], pursuant to [_____] Village (the "Authorizing Report"), the Village authorized execution and delivery of this Master Agreement.

L. The Board of Commissioners of PBC, by resolution number 8683 adopted on June 14, 2023 (the "Authorizing Resolution") has agreed to enter into this Agreement with the Village.

M. In accordance with the Authorizing Report, the Village wishes to engage the PBC to undertake various projects on the Village's behalf, including the one identified on Exhibit A-1, attached hereto, as well as any additional Projects, pursuant to **Section 2.2** hereof. To this end, the Village has appropriated funds in an amount not to exceed **TWENTY-FIVE THOUSAND AND 0/100 DOLLARS: \$25,000.00** (the "Village Funds") for the Project identified on Exhibit A-1.

N. Pursuant to the Authorizing Resolution, the Executive Director of the PBC and appropriate officials of the PBC are delegated the authority to take such action as may be necessary to effect the purposes of the PBC's Authorizing Resolution.

O. The Parties have determined that it is in their best interests to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation by the PBC of certain of the Village's Projects.

P. The PBC hereby acknowledges and agrees to continue to provide such information, certifications and documents as may be required by the Village to comply with the requirements of any law, rule, regulation, order or agreement for any Project undertaken by the PBC pursuant to this Agreement.

EXHIBIT C.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto hereby agree as follows:

As used in this Agreement, unless the context otherwise requires, the Parties agree that the terms specified below have the meanings ascribed to them in their respective provisions.

Architect/Engineer of Record: The firm or entity employed by the PBC or its designee for the purpose of designing and observing the Work for compliance with the Contract Documents.

Authorized Village Representative: The person designated by the Village for the purpose of providing information regarding the nature and scope of a Project, conducting periodic inspections for the Village, having authority to approve or disapprove any change to the Final Scope (as hereinafter defined) of the Projects and otherwise participating in the oversight and coordination of the Projects on behalf of the Village. The name of the Authorized Village Representative shall be communicated in writing to the Parties for each project.

Authorized PBC Representative: The Executive Director of the PBC or the person or persons designated by the Executive Director who are delegated the authority to take such action as may be necessary to effect the purposes of the PBC's Authorizing Resolution including but not limited to providing Project formulation, construction management, administration, and coordination services with respect to the Projects assigned to the PBC by the Board. The name of the Authorized PBC Representative shall be communicated in writing to the Parties for each project.

Village or Village of Richton Park: The Village of Richton Park.

Budget: The Budget for the development, planning, design, construction and implementation of a Project approved by the Village and the PBC. For purposes of this Agreement, the "Budget" may include, as the case may be, preliminary budget(s) established by the Village as well as the amounts estimated to be incurred by the PBC to complete a Project as a result of the review process more fully described in **Section 2.3** hereof. Each Budget may include one or more of the following:

- (a) Formulation Budget(s) that permit the PBC to perform Formulation Services;
- (b) Undertaking Budget(s) that will permit the PBC to begin design, bidding and construction of a Project; and
- (c) Revised Budget(s) as necessary to reflect bid results or changes in scope following approval of the Formulation Budget or the Undertaking Budget as applicable.

Certificate of Final Acceptance: The certificate which shall be delivered by the PBC to the Village to certify that a Certificate of Final Completion has been issued by the Architect/Engineer of Record, that the PBC has verified that all Punch List Work has been completed, and that all deliverables, including but not limited to the items as provided in **Section 10.6**, have been transmitted to the Village along with a Final Certificate of Occupancy issued by the City.

EXHIBIT C.

Certificate of Substantial Completion: The certificate issued by the Architect/ Engineer of Record to certify that a Construction Project has been essentially completed except for Punch List Work, and the Village is able to use the Project for the purpose intended.

Construction Project: A project that may include but is not limited to the installation, repair, maintenance, placement, alteration, enlargement, demolition, modification of any building or facility, or the construction of a new building or facility or furnishing or equipping such building or facility.

Contract: A contract between the PBC and a Contractor to perform services, and/or provide labor, materials, equipment and other Work and facilities required for the completion of a Project. For purposes of this Agreement, the term "Contract" may include a professional services agreement or other form of agreement for Project-related activities.

Contract Documents: The drawings, specifications and program requirements (including, civil, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) developed by the Architect of Record or Engineer of Record for the completion of a Project and all other documents attached to the Contract and/or incorporated by reference into the Contract.

Contractor: An individual or firm that contracts with the PBC to perform services and/or perform Work in connection with a Project in accordance with the Standard of Performance as provided in this Agreement. For purposes of this Agreement, the term "Contractor" may include a general or specialty contractor, subcontractor, design entity, engineering and/or computer consultant or other consultants engaged by the PBC to implement a Project.

Executive Director: The Executive Director of the Commission.

Final Completion: The last date on which all of the following events have occurred: the Commission has determined that any and all remaining Work has been completed in accordance with the Contract; final inspections have been completed and operations systems and equipment testing have been completed; and all contractual requirements for final payment to the Contractor have been completed.

Formulation Request: A document prepared by the PBC in collaboration with the Authorized Village Representative authorizing PBC to perform formulation services pursuant to this Agreement consisting of the scope and budget designated therein. Formulation services may include a range of planning and pre-construction activities, including, without limitation, Site selection, land acquisition, environmental testing, concept design, facility assessments reports and studies, capital improvement plans and the production or revision of design and development documents, which the PBC may furnish to the Village pursuant to this Agreement. A Project may consist solely of such Formulation Services. During this phase, the PBC in collaboration with the Authorized Village Representative may develop an Undertaking Request consistent with the scope and Budget designated therein.

EXHIBIT C.

Hazardous Materials: Hazardous Materials means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, special nuclear materials, and by-product materials regulated under the Atomic Energy Act pesticides under the Federal Insecticide, Fungicide and Rodenticide Act and any hazardous waste, toxic substance or related material, including any substance defined or treated as “hazardous waste,” “special waste,” “toxic substance,” or a comparable term in any Environmental Law.

Notice of Substantial Completion: The certificate which shall be delivered by the PBC to the Authorized Village Representative along with a Certificate of Substantial Completion issued by the Architect/Engineer of Record or Contractor performing the Work.

Project or Projects: Any project as to which the Village accepts and delivers a countersigned Formulation Request or Undertaking Request. Projects that may be undertaken by the PBC on behalf of the Village will be identified on a Project Notification Form executed by the Parties substantially in the form attached hereto as Exhibit A-2, which may include the planning, design, construction, preventative maintenance and maintenance plans, environmental testing, demolition, furnishing and equipping, renovation and rehabilitation work, additions, engineering, facility assessments, reports and studies, camera and surveillance assessments, energy efficiency assessments, infrastructure assessments, capital improvement plans, and improving of certain buildings and facilities that are used and occupied by the Village.

PBC or Commission: The Public Building Commission of Chicago

Punch List or Punch List Work: Minor adjustments or repairs in the Work as determined by the Architect/Engineer or Record that must be completed prior to the issuance of the Certificate of Final Acceptance.

Schedule: The anticipated date or dates on which a Project or portions thereof shall be completed.

Site: The real estate parcel or area upon which the Project will be performed, managed and/or constructed as described on Exhibit A-1 or Exhibit A-2.

Standard of Performance: In addition to performing the Work in full compliance with the Contract Documents, the Contractor must perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with the degree of skill, care and diligence normally exercised by qualified and experienced contractors in performing Work in a project of a scope and magnitude comparable to the Work.

Subcontractor: Any partnership, firm, corporation or entity other than an employee of the Contractor that furnishes labor and/or materials to the Contractor, whether or not the Subcontractor is in privity with the Contractor.

Substantial Completion: The date on which the Architect of Record or Engineer of Record has issued a Certificate of Substantial Completion to certify that the Project has been essentially completed in accordance with the Contract Documents except for Punch List Work that will not preclude the beneficial use of the Project for the purpose intended.

EXHIBIT C.

Undertaking Request: The issuance of a document which has been prepared by PBC in collaboration with the Village authorizing PBC to undertake certain services pursuant to this Agreement. The Undertaking Request shall include the Final Scope, the Budget, a description of the Project services to be performed by PBC for the Project, milestones, deliverables and any Project-specific requirements that the Village deems advisable.

Work: All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of a Project or applicable portion thereof and which are required by, incidental to or collateral to any Contract between the PBC and its Contractor.

SECTION I INCORPORATION OF RECITALS, DEFINITIONS AND TERM

1.1 Recitals and Definitions. The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

1.2 Term. The Term of the Agreement shall commence on **June 1, 2023**, and shall terminate on the later of **December 31, 2028**, or the final acceptance of any outstanding Project deliverables.

SECTION 2 PROJECT AUTHORITY

21 Project(s). The Authorized Village Representative(s) shall notify the Authorized Commission Representative(s) of projects that the Village may desire to have performed, managed, or constructed by the Commission. The PBC will coordinate and manage the planning, design and construction, as applicable, of the Projects on behalf of the Village. The Projects will be undertaken by the PBC pursuant to the terms of this Agreement, the Act, the Contract Documents, and all other applicable rules, regulations, statutes and ordinances. The Village has identified certain Projects listed on Exhibit A-1 hereof as the **“Initial Projects.”**

22 Additional Projects. The Village may from time-to-time request that the PBC undertake Projects in addition to the Initial Projects (the “Additional Projects”). Any such Additional Project will be initiated by written notification from the Authorized Village Representative to the Executive Director in the form attached hereto as Exhibit A-2 entitled, “Project Notification Form.”

2.3 Review of Projects. The Parties by their designated representatives will review the following items as applicable to a specific Project: the proposed design, preliminary scope of the Work, the preliminary Budget, environmental conditions, Site Work, and any other factors that may affect the coordination or cost of the Project or the Schedule. Upon completion of such review procedures, the parties shall approve in writing the Undertaking Request for such Project. Following such approval, the PBC shall proceed with the development, design, bidding, construction, and implementation of the Project in accordance with the terms of this Agreement. Subsequent to bidding, a Revised Budget shall be prepared by the Parties which shall reflect the Project cost after the competitive bidding process or as necessary to reflect any changes in scope after the Undertaking Budget for the mutual approval of the Parties; provided, however, as the Project is intended to be designed to not exceed the Project’s Budget, if the Revised Budget

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exceeds the Undertaking Budget the Parties will work diligently to change the Final Scope in order to not exceed the Undertaking Budget until both Parties are in agreement and approve the Project's Revised Budget.

SECTION 3 RESPONSIBILITIES OF THE PARTIES

31 Joint Duties and Responsibilities. The Village and the PBC, acting by and through their respective duly authorized representatives, shall jointly agree upon a Budget, as amended from time to time, which will consist of the costs of implementing each Project, the scope of Work to be undertaken by PBC for such Project, and the Schedule which establishes the timing for implementation of each Project. Such agreements shall be incorporated into the Project Undertaking request that will be submitted to the PBC Board for approval. Following such approval, PBC shall implement the Projects in accordance with the terms of this IGA. The Parties shall jointly participate in such interaction, consultation, meetings and other activities with community organizations, public agencies, elected officials and other interested parties as may be necessary for the efficient conduct of the performance, management or construction of a Project, as applicable.

32 The PBC. The PBC hereby agrees to provide administrative, technical, professional services as required in order to complete each Project. The PBC will coordinate and manage the development, planning, and implementation of each Project. The Parties acknowledge that the PBC's role under this Agreement is administrative, advisory, coordination, and program-management in nature. Except to the extent separately retained under applicable law or contract, the PBC is not providing licensed architectural, engineering, legal, environmental, land surveying, or other professional services requiring professional licensure. Any such services required for a Project shall be performed by appropriately licensed professionals retained by the PBC or the Village, as applicable. Specific responsibilities of the PBC with respect to the implementation and completion of a Project include the following (which are not necessarily presented in sequential order):

3.2.1 Engage or cause to be engaged the services of such consultants as may be necessary in order to prepare bids, proposals or construction documents for a Project, monitor the Work and Project, and perform other services as directed by the PBC in order to implement a Project;

3.2.2 Prepare or cause to be prepared the terms and conditions of a Contract, which shall be forwarded by the PBC to the Authorized Village Representative for review, comment and approval prior to the solicitation of bids and/or proposals for the Work upon request;

3.2.3 Solicit or cause to be solicited bids and/or proposals for a Contract and any other Work as may be required for the implementation and completion of a Project in accordance with the requirements and the terms of this Agreement. In consultation with the Authorized Village Representative, the PBC will award a Contract for the Work to be performed and proceed with the implementation of the Project;

3.2.4 Engage the services of such architectural, engineering, computer, and other experts and/or consultants as may be necessary for the implementation and completion of the Project, incorporating into the Contract with any such design entity the copyright provisions set forth on **Exhibit D** attached hereto and incorporated herein by reference pursuant to PBC's usual

EXHIBIT C.

and customary procurement and contracting requirements and procedures. The PBC shall assign to the Village any and all such copyrights which have been conveyed to the PBC;

3.2.5 Examine all documents submitted by a Contractor(s) and render decisions pertaining thereto with reasonable promptness in order to avoid delay in the completion of the Project;

3.2.6 Obtain such surveys, title information, environmental tests, and other reports and documents as may be necessary or advisable in order to determine the condition of the Site, building or facility and factors that may affect the costs of implementation and completion of the Project;

3.2.7 Determine the types and amounts of insurance and payment and performance bonds to be provided by a Contractor and the sufficiency of evidence that such coverages are in force as more fully described in **Section 7.3** and **Section 8.2** hereof;

3.2.8 Require and procure from a Contractor waivers for all liens or rights of lien for labor and materials furnished by or through it for the Project prior to processing interim and final pay requests as more fully described in **Section 7.4** hereof;

3.2.9 Require, by appropriate provision in a Contract, that each Contractor indemnify, save and hold harmless the Village and the PBC as more fully described in **Section 8.1** hereof;

3.2.10 Approve any and all changes to a Contract including increases or decreases in the scope of the Work of the Contractor and adjustments in the contract price occasioned thereby which do not result in an increase in the overall Budget for such Project;

3.2.11 Apply all funds deposited in the Project Account solely to obtain the full and faithful completion of the Projects in accordance with the respective Budgets;

3.2.12 Enforce the terms and conditions of a Contract and all other agreements pertaining to the Project, it being understood and agreed that the Work is under charge and care of the PBC to protect the best interests of the Village;

3.2.13 Provide such additional services as may be requested in writing by the Authorized Village Representative with respect to a Project provided that sufficient funds are available to pay the costs of such services;

3.2.14 Incorporate the Standard of Performance in each Contract and enforce the Standard of Performance in all Work;

3.2.15 Provide the Village access to its online collaboration workspace and document management system maintained by PBC to enable the Village to review applicable Project records contained therein including Contracts, Budgets, invoices, and other documents;

3.2.16 Assign experienced staff to oversee and implement the scope of Work of each Project. PBC and the Authorized Village Representative will conduct regular discussions

EXHIBIT C.

regarding expectations and any performance related matters. PBC and the Village will mutually agree regarding any staff reassignments; and

3.2.17 Provide such additional services as may be agreed by the parties.

3.3. Duties and Responsibilities of Village. The Authorized Village Representative, in consultation with the Authorized PBC Representative, shall determine the nature and scope of each Project. The Village shall pay all costs of implementing the Projects as set forth in the Budget for each Project. Specific responsibilities of the Authorized Village Representative include the following:

3.3.1 Provide information to PBC regarding the requirements of the Village for each Project, including design objectives, constraints and criteria, space requirements and relationships, and Site requirements with reasonable promptness in order to avoid delay in the progress of such Project;

3.3.2 Provide a preliminary Budget for each Project which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the Village and, in consultation with the Authorized PBC Representative, determine the final Budget for each Project;

3.3.3 Designate an Authorized Village Representative to act on the Village's behalf with respect to the Project for the purposes of attending meetings, examining documents and rendering timely decisions pertaining to the design, construction and acceptance of the Project;

3.3.4 In consultation with PBC, the Authorized Village Representative shall review and approve all costs to be incurred by PBC to implement a Project as provided in its Budget, and the Authorized Village Representative shall approve in writing all change orders which cause the cost of a Project to exceed its Budget;

3.3.5 Cooperate with PBC and its consultants, Contractors, and other representatives in obtaining any necessary approvals pertaining to the Project, and execute any applications for permit or the like that may be required in order to implement the Project;

3.3.6 Provide any required notice or notices, and obtain any approvals and consents that may be necessary in order to implement a Project;

3.3.7 Pay all costs incurred by PBC in connection with the implementation of and completion of a Project as provided in the Budget for such Project; and

3.3.8 Provide such additional services as may be agreed by the parties.

SECTION 4 ACCESS TO PROPERTY

4.1 Rights of Entry. It is expressly acknowledged and agreed that the PBC and its employees, consultants and Contractors shall have the right to enter upon a Site or portion thereof owned by the Village for purposes associated with the development, implementation and

EXHIBIT C.

completion of such Project with reasonable notice and authorization by the Village. Any Contractor that may enter upon a Site for such purposes at the direction of the PBC or the Village, as applicable, will be required to indemnify the PBC and the Village, and their respective commissioners, officials, employees, agents and representatives from and against all claims arising out of such entry and to provide to the PBC and the Village, upon request, certificates of insurance evidencing the types and limits of insurance as specified on **Exhibit E**. The PBC and the Village, and their respective Village members, employees, elected officials, officers or representatives must be named as additional insureds on all such insurance policies. The Village shall cooperate with the PBC and its designated representatives in obtaining any and all approvals pertaining to the use of a Site and execute any applications for permit or the like as may be required in order to complete any such Project.

42 Unpermitted Encumbrances. Neither the PBC nor any of its employees, officers, agents, consultants, Contractors or their respective representatives shall engage in any activity or transaction with respect to a Site, building or facility which creates an encumbrance or lien upon such Site, building or facility.

SECTION 5 ENVIRONMENTAL CONDITIONS

51 Reports and Studies. The Village shall provide to the Commission a copy of any existing studies and reports with regard to the environmental condition of a Site and the geology thereof which may have been obtained by the Village. After receiving written approval from the Authorized Village Representative, the Commission shall cause to be conducted any additional environmental reports and studies of a Project Site that are necessary for the performance of the Project thereon.

52 Environmental Remediation. In the event that adverse environmental conditions of a Site are discovered during the performance or implementation of a Project, the Commission shall immediately notify the Village of such environmental conditions. The Village, in its sole determination, shall advise the Commission how to proceed. The Village shall have the right to terminate any Project, without further obligation to the Commission to complete the Project. The Village may request that the Commission undertake the remediation and continue the Project; however, the Commission shall not proceed with any remediation or any other Work after an adverse environmental condition is found without prior written approval from the Authorized Village Representative. The Commission acknowledges and agrees that the Village may have a party other than the Commission perform the remediation. After the remediation is complete, the Village shall notify the Commission to proceed with the Project or terminate the Project. If the Village terminates the Project, the Village shall not have any further obligation to the Commission other than payment for Work performed through such date, including any fee due to the Commission.

SECTION 6 PERFORMANCE OF THE PROJECTS

61 Preparation of Contract Documents. The Authorized Village Representative shall provide the Commission with any preliminary Contract Documents for the Project as may be available to the Village including, without limitation, any architectural or engineering documents, Site plans and elevations that may have been prepared for the Village. The PBC shall utilize such

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documents to facilitate the preparation of the design documents, the bid documents and the contracts for the performance of a Project. For Construction Projects, the PBC shall determine whether to appoint an Architect/Engineer of Record or other design entity to prepare design documents, issue a request for proposals that includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete to solicit bids or proposals for the completion of the Project.

62 Review of Design Submittals. The PBC shall provide a copy of such design submittals as may be requested by the Authorized Village Representative for review and timely approval. The Village shall use its reasonable efforts to provide written comments to the PBC within ten (10) business days from the receipt of each submittal. If the Village provides written comments to the PBC on the final design review submittal, such review submittal being denoted as final by the PBC, then the PBC will work diligently with the Village to address the comments in a manner satisfactory to the Parties and until the Authorized Village Representative approves the final design review submittal. The PBC shall include in the Contract Documents a space for the Village to confirm its approval of the final design.

63 Selection of Contractor. Upon completion of the Contract Documents, the PBC shall solicit bids or proposals for the construction of a Project or portion thereof by public advertisement, or from pre-qualified contractors as determined by the PBC in accordance with its usual and customary procurement procedures. The PBC shall review and evaluate the bids or proposals received for the completion of the Project and conduct such investigations as may be necessary and appropriate to determine the responsiveness of the bid or proposal and the proposed cost of completing the Project in accordance with the Budget. During the bid review period, the Authorized Village Representative shall have the right to attend meetings and participate in the evaluation process. Following the bid review process, the Village upon recommendation of the Executive Director shall award the Contract to the lowest responsible and responsive bidder.

64 Value Engineering; Alternate Project Delivery Approaches. If the PBC determines during project planning, design, or construction that value engineering or an alternate project delivery approach is necessary to meet a Budget or Schedule, the PBC shall coordinate with the Authorized Village Representative to develop such value engineering recommendations and alternate project delivery approaches, which shall be subject to the Authorized Village Representative's approval prior to implementation.

65 Limited Applicability of Approval. Any approvals of the completion of a Project, Site Work or the Contract Documents made by the authorized representatives of PBC or the Village are for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to federal, state or local law, code or any ordinance or order of the Village, nor shall any such approval constitute approval of the quality or the safety of a Project.

66 Ownership of Documents. All documents, including all data, certificates, schematics, warranties, environmental remediation documents, prototype and other design documents, copyrights and Contract Documents with regard to the completion of the Project shall be the property of the Village. The PBC shall assign and transfer ownership of all such documents and materials that it may have obtained from the Contractor or others to the Village on behalf of the

EXHIBIT C.

Village at Final Completion of the Project or conveyance of fee simple title to the Site upon which the specific Project is located.

SECTION 7 ADMINISTRATION OF THE PROJECT

71 Enforcement of Contract. The PBC shall comply, and cause the Contractor to comply, with the terms and conditions of the Contract as appropriate, including all applicable federal, state and local laws, codes, ordinances and orders now or hereafter in force. Such requirements may include, but are not limited to, accessibility standards for persons with disabilities or environmentally-limited persons, the Illinois Prevailing Wage Act, the Illinois Community College Act (110 ILCS 805/ et seq.); the Illinois and Chicago Human Rights Acts or Ordinances, equal employment opportunity, federal, state and local affirmative action requirements, including, where applicable, compliance with the Village's Policies and Procedures, Minority and Women Owned Business Enterprises Ordinance, the Village's Inspector General, which are incorporated herein by reference. It is understood and agreed that the PBC shall act on behalf of the Village in ensuring the Contractor's compliance with all applicable laws and requirements.

72 Coordination with the Village. The PBC shall inform the Authorized Village Representative of the status of progress regarding the implementation of each Project not less frequently than on a monthly basis and, upon request, provide the Authorized Village Representative with a copy of any reports or other documents that may have been obtained by the PBC. As soon as reasonably practicable, the PBC shall provide the Authorized Village Representative with any information which may result in an increase in the amount required to complete Site Work or construction of a Project or cause the completion of a Project to be delayed or impeded. The Authorized Village Representative shall have the right to inspect a Project at all reasonable times and to attend meetings with representatives of the PBC, the Contractor and others regarding a Project. In order to protect the Village and the PBC from incurring additional costs as a result of unauthorized work, any requests or directions that the Authorized Village Representative may have with respect to the completion of a Project shall be directed to the Authorized PBC Representative and not to the Contractor. The Authorized Village Representative will provide to the PBC prompt, accurate and complete information regarding the Village's requirements so that the progress of a Project will not be delayed or impeded.

73 Payment and Performance Bond. The PBC and the Village, as set forth in **Section 3.2.7**, shall determine the type and amount of payment and performance bonds required for a Project and require each Contractor to provide a payment and performance bond to ensure that the terms and conditions of the Contract will be faithfully performed. The payment and performance bond shall be in the amount specified in the Contract and issued by a surety company licensed to do business in the State of Illinois and approved by the PBC. If the surety fails or is deemed by the PBC to be insufficient security for the completion of a Project, the PBC will require the Contractor to furnish an additional bond in such amount as may be determined by the PBC. Any proceeds derived by the PBC as a result of the payment and performance bonds shall be credited to the Project Account of the related Project and applied as agreed by the PBC and the Village.

74 Waiver and Release of Liens. The PBC, as set forth in **Section 3.2.8**, shall require and procure from each Contractor waivers of liens or rights of lien for all labor and materials

EXHIBIT C.

furnished in completing a Project. This provision shall be construed as being solely for the benefit of the PBC and the Village and shall not confer any rights hereunder for the benefit of the Contractor or its Subcontractors. To ensure payment of lien claims, the PBC shall retain the amounts of the liens claimed by Subcontractors or suppliers from payments to the Contractor unless an appropriate waiver or mechanic's lien bond is provided or the lien funds are deposited with the Circuit Court of Cook County, Illinois in accordance with applicable Illinois legal requirements and the Contract Documents. Except as provided above, the PBC shall not make final payment to Contractor nor shall any part of the amounts retained for lien claims be paid until the Contractor shall have delivered to the PBC a complete release of all liens, financial obligations or claims from the Contractor, Subcontractor, and other agents acting on its behalf in connection with the Work or arising out of the Work and an affidavit that so far as the Contractor has knowledge or information, releases all the labor and material for which a claim could be made or a lien could be filed. If any lien remains unsatisfied after all payments have been made, then the Contractor shall be required to refund to the PBC all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Any amount so refunded shall be for the benefit of the Project and credited to the Project Account.

75 Default by Contractor. In the event that a Contractor defaults in its obligations under the Contract, the PBC shall pursue all rights and remedies afforded to it pursuant to the terms of the Contract, at law or in equity. Upon request by the Authorized Village Representative and approval by the Village, the PBC shall assign any of its rights and remedies for default by such Contractor to the Village.

76 Termination of Projects.

7.6.1 The Village may terminate any Project, as long as the Contract in connection with such Project has not yet been entered into, by a notice in writing from the Village to the PBC. The Village may also terminate any Project after the design portion has been completed but before a Contract for construction has been awarded, and if PBC has awarded a Contract for construction before the conclusion of the design portion of such Project, such Contract must be terminable by PBC at the direction of the Village at the conclusion of the design portion. The Village will give notice to the PBC in accordance with the provisions of **Section 11**. The effective date of termination will be the date the notice is received by the PBC or the date stated in the notice, whichever is later (the "**Termination Date**").

7.6.2 After the notice of termination is received, the PBC must restrict its activities to winding down any reports, analyses, or other activities previously begun. No costs incurred after the Termination Date are allowed except for costs related to winding down determined to be acceptable to the Village in its sole discretion. Payment for any PBC Services actually and satisfactorily performed before the Termination Date is on the same basis as set forth in **Section 9**, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for unperformed PBC Services. The payment so made to the PBC is in full settlement for all PBC Services satisfactorily performed and acceptable winding down costs for the related terminated Project (the "**Final Payment**"). Any excess funds remaining in the terminated Project's Project Account(s) must be returned to the Village within ten (10) days after a Final Payment is made.

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SECTION 8 INDEMNITY AND INSURANCE

81 Indemnity. Each Contract awarded by the PBC for a Project shall require the Contractor to indemnify, save and hold harmless the PBC and the Village and their respective commissioners, officers, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third parties arising or alleged to arise out of the Work as a result of an act or omission of the Contractor or any of its subcontractors or any of their respective employees or agents. Additionally, no participant to this Agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law.

82 Insurance. The PBC, as set forth in **Section 3.2.7**, shall require each Contractor to purchase and maintain during the implementation of a Project and/or the performance of the Work, the types and amounts of insurance as shall be specified by the PBC substantially in the form attached hereto as **Exhibit E** or as otherwise agreed to by the Village. Prior to the commencement of Work on a Project, the PBC shall obtain from the Contractor certificates of insurance evidencing the required insurance and certifying the name and address of the Contractor, the description of Work or services covered by such policies, the inception and expiration dates of the policies and the specific coverages to be provided. The Village and the PBC their respective Village members, employees, elected officials, officers and representatives shall be included as named insureds as their respective interests may appear on the Contractor's insurance policies. A copy of any and all such insurance certificates shall be provided by the PBC to the Authorized Village Representative upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the PBC and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon acceptance of the Certificate of Substantial Completion as described in **Section 10.5** hereof, the Village shall be responsible for the Site including all improvements thereon.

SECTION 9 PAYMENT OF PROJECT COSTS

9.1 Cost of the Project. It is the intent of the parties that the cost of implementing and completing a Project will not exceed the sums specified in the final Budget for such Project. Plans, specifications and estimates of costs shall be reviewed by the Authorized Village Representative and the Authorized PBC Representative. The fee for the PBC's services for the management and administration of the Project will be included within the Project Budget. The fee for a construction Project is three percent (3%) of the estimated construction cost of the Project's Budget and for a Non-construction Project, as mutually agreed upon by the parties. The fee will be paid in installments (which will be outlined in the Budget) when approved by the PBC and the Village.

9.2 Payment of Project Costs. The PBC shall provide the Authorized Village's Representative with a cash flow for a Project upon request. The PBC shall prepare and provide to the Village on a quarterly basis in advance, the estimated amounts that will be required to pay the costs of each Project during the next succeeding ninety (90) days. Requests for payment shall include professional services, construction costs, administrative costs, contingency reserves and such other items as shall have been agreed by the parties ("Request for Payment"). Village shall respond to the PBC's Request for Payment within twenty (20) business days by issuing the

EXHIBIT C.

requested payment or a written statement detailing the Village's objections to the Request for Payment and the changes the PBC must make in order for the Village to approve the Request for Payment. Once the Village approves the Request for Payment and issues payment to the PBC, the PBC shall deposit such amounts in the appropriate Project Accounts to pay eligible costs of the related Projects in accordance with the procedures specified in the Contract for interim and final payments. With the exception of when the Village and the PBC are revising a Request of Proposal as described above, in the event that any payment has not been made to the PBC within sixty (60) days following receipt of a Request for Payment, the PBC shall have the right to suspend its performance with respect to the Projects related to the Request for Payment until payment is received.

9.3 Reallocation of Funds; Insufficient or Excess Funds. With the prior approval of the Authorized Village Representative, the PBC may re-allocate any line item in a Budget of a Project to any other cost or activity of such Project so long as the overall Budget for any such Project is not exceeded. In the event that the amounts paid to the PBC by the Village for a Project pursuant to the Budget shall be insufficient to complete Acquisition Activities, Site Work and/or the completion of such Project, the PBC shall notify the Authorized Village Representative in writing and request additional funding. All parties shall agree in writing on any other future action that may be appropriate. In no event shall the PBC be obligated to expend any funds for a Project in excess of the amounts provided by the Village. Any balance remaining in a Project Account upon completion of a Project shall be disbursed as directed by the Authorized Village Representative.

9.4 Records; Audit. The PBC shall maintain records and accounts of all financial transactions relating to the implementation of the Projects. The Village shall have the right to inspect the books and records of the PBC pertaining to the Projects at all reasonable times. Such records shall be maintained by the PBC until advised by the Village that such records may be disposed of. The PBC agrees to assist the Village in the compilation of records related to expenditure and investment of bond proceeds in connection with any examination by the Internal Revenue Service of any bonds that finance all or a portion of the Projects, in connection with the computation and calculation of arbitrage rebate in connection with any bonds, or as otherwise reasonably requested by the Village.

SECTION 10 COMPLETION OF THE PROJECTS

10.1 Standards for the Work. The PBC shall require the Contractor to provide for the Project materials that are new and Work of good quality, free from faults or defects, and implement the Work consistent with the requirements of the Project approved by the PBC in consultation with the Authorized Representative of the Village. The PBC shall require the Contractor to complete the Project in accordance with the Standard of Performance set forth in this Agreement and the requirements of the Contract. The PBC shall also require that the Contractor correct any deficient or defective Work or materials in accordance with the procedures described in the Contract Documents or as prescribed by law. For a period of one (1) year commencing no earlier than the date of Final Acceptance, or such longer period as may be required to enforce any applicable special warranty in any of the various subcontracts to the Contract, by the manufacturer or by law ("**Contractor's Warranty**"), the PBC shall assist the Village in causing the Contractor to correct, repair or replace any such deficient or defective Work or materials and any damage caused by such Work and materials. Any equipment or material that is repaired or replaced will have the warranty

EXHIBIT C.

period extended for a minimum period of one year from the date of the last repair or replacement if standard in the industry and consistent with the applicable warranty. Repairs or replacements that the Contractor makes under this provision must also include a manufacturer's warranty, if standard with the manufacturer, in addition to the Contractor's Warranty. In the event that the Village requires the PBC's assistance to enforce the provisions of the Contract or the manufacturer's warranty, the PBC will cooperate with the Village to enforce such Contract and cause the Contractor to correct any such deficient or defective Work or materials and any damage caused by such Work or materials.

102 Completion Requirements. The PBC shall require the Contractor to comply with the requirements of the Contract Documents with respect to the close-out of the Project including the completion of Punch List Work, the furnishing of material and equipment guarantees, warranties, operating and maintenance data, waivers of lien, certified payrolls and such other documents as may be required to comply with the terms of the Contract. Upon Final Completion, the PBC will cause copies of the Certificate of Final Completion issued by the Architect of Record or Engineer of Record and all other relevant documents to be delivered to the Authorized Village Representative. Any liquidated damages that may be assessed by the PBC against a Contractor for non-performance or delay will be credited to the Project Account or otherwise disbursed as agreed by the Authorized Village Representative.

103 Inspections. All Work and materials constituting a Project shall be inspected by the Authorized PBC Representative, the Architect/Engineer of Record, the Authorized Village Representative, as applicable, and any other personnel as designated by the Village. The PBC shall notify the Authorized Village Representative when the Project has been scheduled for inspections to certify Substantial Completion and Final Completion. The Authorized Village Representative shall have the right to attend any and all such inspections. The PBC will monitor completion of Punch List Work by the Contractor and update the Authorized Village Representative on a periodic basis.

104 Notice of Substantial Completion. Upon issuance of the Certificate of Substantial Completion by the Architect/Engineer of Record, the PBC shall deliver to the Authorized Village Representative a copy of such certificate. Upon delivery to the Authorized Village Representative of such certificate along with the notice substantially in the form attached hereto as **Exhibit B**, the Village shall use reasonable efforts to review the Certificate of Substantial Completion within thirty (30) business days from receipt of the Certificate of Substantial Completion and provide a written acceptance thereof. If, however, the Village contests the Certificate of Substantial Completion, the PBC and the Village will work together with all diligence to remedy any outstanding issues to the satisfaction of the Village, at which point the Village will accept the Project as substantially complete.

105 Transfer of Responsibility. Within five (5) business days following acceptance by the Village of the documents as provided in **Section 10.4** above, the Village shall assume responsibility for the Project from that date forward including, as applicable, costs of operation and maintenance, electricity, gas, water, telecom and other utilities, security, personnel and applicable insurance to a level as determined to be appropriate by the Village. In addition, if the PBC acquired the Site for the Project, concurrently with Final Acceptance, the PBC shall convey title to the Site acquired for the Project to the Village. Title to the Site shall be free and clear of encumbrances which would preclude the use of the Site for its intended purpose and free and clear

EXHIBIT C.

of any liens, restrictions or other encumbrances which would preclude the transfer of fee simple title.

106 Certificate of Final Acceptance. Upon issuance of the Certificate of Final Completion by the Architect\Engineer of Record, the PBC shall deliver to the Authorized Village Representative a Notice of Final Acceptance (Construction), substantially in the form attached hereto as **Exhibit C-1** along with a copy of the Certificate of Final Completion issued by the Architect\Engineer of Record. In connection with a Non-construction Project, PBC shall deliver to the Authorized Village Representative a Notice of Final Acceptance (Non-Construction), substantially in the form attached hereto as **Exhibit C-2**. The Notice of Final Acceptance (Construction) shall certify that each of the following has been completed and appropriate documentation has been delivered to the Village: all reports including but not limited to environmental reports, Hazardous Materials disposal certificates; permits and licenses; shop drawings; "as-built" drawings; operation and maintenance manuals; training of the Village's personnel; subcontractor/manufacturers warranties; quality assurance and quality control certification of testing and start-up; commissioning (building automation systems, heating, ventilation and air conditioning, etc.); and Leadership in Energy and Environmental Design commissioning to the U.S. Green Building Council if applicable. The Notice of Final Acceptance (Non-Construction) shall certify that each of the following has been completed and appropriate documentation has been delivered to the Village: all reports, deliverables, and documents otherwise required by the Authorized Village Representative. Upon delivery of such certificates and notices by the Authorized PBC Representative to the Authorized Village Representative, the Village shall use reasonable efforts to review the certificates and notices within thirty (30) business days from receipt of the certificates and notices and provide a written acceptance thereof ("**Final Acceptance**"). If, however, the Village contests the certificates and notices, the PBC and the Village agree to work together with all diligence to remedy any outstanding issues to the satisfaction of the Village, at which point the PBC shall submit a revised Certificate of Final Completion and Notice of Final Acceptance (Construction) or Notice of Final Acceptance (Non-Construction) to the Village for review and final approval as described previously in this paragraph.

107 Final Payment to Contractor. Unless otherwise provided by the Contract, upon completion of all the Work required to be completed by the Contract Documents and issuance of a Certificate of Final Completion by the Architect of Record or Engineer of Record, the PBC shall process final payment to the Contractor in accordance with the procedures set forth in the Contract Documents.

SECTION 11 NOTICES

11.1 Notices to Parties. Any notice, certificate or other communication provided pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

EXHIBIT C.

If to the Village: Village of Richton Park
Attn: Authorized Village Representative
4455 Sauk Trail
Richton Park, Illinois 60471

with a copy to: John B. Murphey
Odelson, Murphey, Frazier & McGrath, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805

If to the PBC: Executive Director
Public Buildings Commission of Chicago
50 West Washington Street - Room 200
Chicago, Illinois 60602

with a copy to: Neal and Leroy, LLC
20 South Clark Street - Suite 2050
Chicago, Illinois 60603
Attention: Jeanette Sublett

Notices are deemed to have been received by the parties three (3) days after mailing (return receipt requested) or upon receipt if hand delivered.

11.2 Changes. The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 12 MISCELLANEOUS PROVISIONS

12.1 Entire Agreement; Amendment. Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto.

12.2 Conflict of Interest. No member of the PBC Board nor any member of any agency, board, commission or department of the Village nor any official or employee of the Village or the PBC shall have any financial or ownership interest direct or indirect in the Site of any Contract nor shall any such member, official or employee participate in any decision which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the Village or the PBC shall be personally liable for the performance of the Village or the PBC of the terms and conditions of this Agreement.

12.3 Mutual Assistance. The Parties agree to perform their respective duties and responsibilities, including the execution and delivery of any documents, instruments and certificates, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

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12.4 Disclaimer. No provision of this Agreement, nor any act of the Village or the PBC shall be deemed or construed by either Party, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or a joint venture, or of any association or relationship involving the Village or the PBC.

12.5 Headings; Interpretation. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The words "include," "includes" and "including" shall be deemed to be followed by the words "(without limitation)" whether or not such words are expressed.

12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claims or suits filed under this Agreement must be filed in Cook County, Illinois.

12.7 Successors and Assigns. The terms of this Agreement shall be binding upon the Village and the PBC. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the Parties except as otherwise provided in this Agreement.

12.8 Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.9 Counterparts. This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

[The remainder of this page is intentionally blank—Signature page immediately follows]

EXHIBIT C.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement between the Village of Richton Park and the Public Building Commission of Chicago as of the date first written above.

VILLAGE OF RICHTON PARK

By: _____
Its: _____

Approved as to legal form:

By:  _____
John B. Murphey
Its: Village Attorney

PUBLIC BUILDING COMMISSION
OF CHICAGO

By: _____
Its: _____

Approved as to form and legality for the
Public Building Commission of Chicago:

Neal & Leroy, LLC

By: _____

EXHIBIT C.

EXHIBIT A-1 **Description of Initial Project**

The Village has requested that the PBC perform Work related to the below reference project. The PBC will work with the Village to confirm scope, budget, and schedule in connection with the following Initial Projects:

Project Name:	Richton Park Village Hall Consulting and Analysis.
Project Type:	New Construction/ Landscaping.
Location:	22401 Governors Highway.
Description:	Professional consultation and analysis regarding proposed new construction project.
Preliminary Budget:	Not to exceed \$25,000.00.
Land Acquisition:	No.
ETA to PBC:	Q2 2026.

EXHIBIT C.

EXHIBIT A-2
Project Notification Form
Additional Projects

Address of Project:

Legal Description of Project Site:

Description of Project:

Maximum Amount of Funds:

Special Conditions:

Village : By: _____

Date: _____

EXHIBIT C.

**EXHIBIT B
NOTICE OF SUBSTANTIAL COMPLETION**

Date:

Village of Richton Park

Attn: Authorized Village
Representative
44 Sauk Trail
Richton Park, IL 60471

RE: PROJECT NAME
PROJECT NUMBER

Dear _____:

Enclosed please find a Certificate of Substantial Completion as issued by the [Architect of Record] [Engineer of Record] and a copy of the Punch List, for the above-referenced project (the "Project").

The Public Building Commission is in the process of completing the remaining Punch List Work. Copies of all warranties are currently being assembled and will be transmitted to you upon Final Completion of the Project. Training of staff has been completed, and draft copies of warranties have been provided to the Village.

Please confirm your acceptance of the Project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director.

Please contact the writer at (312)_____ should you have any questions.

Very truly yours,

Public Building Commission of Chicago
PBC Project Manager

Enclosure

cc: Executive Director- PBC

ACCEPTED BY:

Authorized Village Representative

Date

EXHIBIT C.

EXHIBIT C-1
NOTICE OF FINAL ACCEPTANCE (CONSTRUCTION)

Date:

Village of Richton Park
Attn: Authorized Village
Representative
4455 Sauk Trail
Richton Park, IL 60471

RE: PROJECT NAME
PROJECT NUMBER

Dear Commissioner:

Enclosed please find a Certificate of Final Completion as issued by the [Architect of Record] [Engineer of Record] for the above-referenced project (the "Project").

The Public Building Commission has verified that all punch list work has been completed. Copies of all warranties are transmitted to you concurrently with this notice.

Please confirm your acceptance of the Project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director.

Please contact the writer at (312)_____should you have any questions.

Very truly yours,

Public Building Commission of Chicago
PBC Project Manager

Enclosure

cc: Executive Director- PBC

ACCEPTED BY:

Authorized Village Representative

Date

EXHIBIT C.

EXHIBIT C-2
NOTICE OF FINAL ACCEPTANCE (NON-CONSTRUCTION)

Date:

Village of Richton Park
Attn: Authorized Village
Representative
4455 Sauk Trail
Richton Park, IL 60471

RE: PROJECT NAME
PROJECT NUMBER

Dear Commissioner:

The Public Building Commission has verified that all work for the above-mentioned project (the "Project") has been completed.

Please confirm your acceptance of the Project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director.

Please contact the writer at (312)_____should you have any questions.

Very truly yours,

Public Building Commission of Chicago
PBC Project Manager

Enclosure

cc: Executive Director- PBC

ACCEPTED BY:

Authorized Village Representative

Date

EXHIBIT C.

EXHIBIT D

COPYRIGHT PROVISIONS

The parties intend and agree that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its sub-consultants pursuant to this Agreement (the "Work") shall 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 PBC and the Village (the Village referred to in this Exhibit D as the "User Agency") and their successors and assigns, will be the copyright owner of all aspects, elements and components thereof 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 PBC and 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 thereof, 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. The Architect will execute all documents and, at the expense of the PBC, perform all acts that the PBC may reasonably request in order to assist the PBC and the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

The Architect warrants to the PBC and the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date hereof 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; (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work; and (6) the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive. Further, the Architect agrees that it will not restrict or otherwise interfere with the PBC'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 for any damages resulting from any such future re-use or adaptation of the Work as may be authorized by the PBC or by the User Agency, as applicable.

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Insurance Requirements. The Contractor must provide and maintain at Contractor's own expense, until contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1. Worker's Compensation and Employers Liability

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

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission, the Village of Richton Park, and each of their respective Board members, employees, elected officials, officers or representatives, and, if required, the Illinois Environmental Protection Agency, are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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 Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence with the same terms herein.

4. Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. When policies are renewed or replaced the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, the Village of Richton Park, and each of their respective Board members, employees, elected officials, officers or representatives, and, if required,

EXHIBIT C.

the Illinois Environmental Protection Agency, are to be named additional insureds on a primary, non-contributory basis.

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

5. Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract.

A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6. Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer, backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, faulty workmanship or materials, mechanical-electrical breakdown, testing and equipment stored off site or in transit. The Public Building Commission, the Village of Richton Park, and each of their respective Board members, employees, elected officials, officers or representatives, and, if required, the Illinois Environmental Protection Agency, are to be named as additional insureds and loss payees.

The Contractor is responsible for all loss or damage to Commission, Village, or Village property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools, and supplies) owned, rented or used by Contractor.

7. Railroad Protective Liability

When any work is to be done, adjacent to or on railroad or transit property, Contractors must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective liability Insurance in the name of the railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish to the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, Illinois 60602, original certificates of insurance, or such similar

EXHIBIT C.

evidence, to be in force on the date of this Contract, and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Public Building Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Public Building Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Public Building Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract and the Public Building Commission retains the right to stop work until proper evidence of insurance is provided or the Contract may be terminated.

The Public Building Commission and/or the Village of Richton Park reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

The insurance must provide for sixty (60) days prior written notice to be given to the Public Building Commission in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, and elected officials, agents or representatives, the Village, its employees, and elected officials, agents or representatives, and the Illinois Environmental Protection Agency.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission, the Village of Richton Park, and the Illinois Environmental Protection Agency do not contribute with insurance provided by the Contractor under the Contract.

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

If Contractor is a joint venture, the insurance policies must name the joint venture as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of contractor unless otherwise specified in this Contract.

EXHIBIT C.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Public Building Commission, in collaboration with the Village of Richton Park maintains the rights to modify, delete, alter or change these requirements.