

**ASSIGNMENT AGREEMENT
HAROLD WASHINGTON LIBRARY CENTER'S THOMAS HUGHES CHILDREN'S LIBRARY
ARCHITECT OF RECORD SERVICES – GENSLER**

This **Assignment Agreement ("Agreement")**, effective August 9, 2016, by and between **CBRE, INC.**, with its offices at 321 N. Clark Street, Chicago, IL 60654, herein after referred to as "Assignor" and the **Public Building Commission of Chicago**, with its principal offices at 50 W. Washington, Room 200, Chicago, IL 60602, hereinafter referred to as "Assignee," in consideration of the mutual covenants herein contained and adequate consideration, the sufficiency of which is hereby acknowledged.

RECITALS

WHEREAS, Assignor entered into a Contract, included as Attachment 1 to this agreement, for Ongoing Contract Design Services at Harold Washington Library Center, hereinafter referred as "Original Contract" and attached hereto as Attachment 1, with **Gensler Architecture, Design and Planning, P.C.**, hereinafter referred to as "Gensler;"

WHEREAS, the Original Contract was entered into on January 20, 2016 with an expiration date of December 31, 2016;

WHEREAS, Assignor and Gensler agree that the maximum compensation designated in the Original Contract was \$174,050.00;

WHEREAS, the Assignor approved reimbursable expenses in excess of the original anticipated budget of \$5,550.00 in the amount of \$6,979.64 and agrees to pay Gensler, in full for all authorized reimbursable expenses;

WHEREAS, the Assignor approved five additional work authorizations, included as Attachment 2 to this agreement, increasing the Original Contract's total maximum compensation to \$49,390.00 for a revised, total maximum compensation of \$224,869.64;

WHEREAS, Assignor has paid Gensler \$191,542.14 for a total remaining balance of \$33,327.50;

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Original Contract to Assignee;

WHEREAS, Gensler consents to such an Assignment;

NOW THEREFORE, Assignor, Assignee, and Gensler agree as follows:

1. The foregoing Recitals are hereby incorporated herein by reference.
2. Assignor and Assignee hereby agree that Assignor shall assign all its remaining rights, title, interests and delegate all its obligations, responsibilities, and duties under the Original Contract to Assignee.
3. Assignee hereby accepts all remaining obligations, responsibilities, and duties of Assignor along with all rights, title, and interests of the Assignor under the Original Contract.
4. Notwithstanding the foregoing, Gensler agrees to indemnify the Assignor from any and all claims, actions, judgments, liabilities, proceedings, and costs including reasonable attorneys' fees and other costs of defense and damages, resulting from Gensler's negligent performance prior to the Assignment of Contract.
5. Gensler agrees to indemnify the Assignee from any and all claims, actions, judgments, liabilities, proceedings, and costs including reasonable attorneys' fees and other costs of defense and damages, resulting from Gensler's negligent performance throughout the Contract.

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6. The Assignee and Gensler agree to amend the Original Contract to include amended terms and conditions in continuance with the delivery of services, to which the Assignor shall not be a party.
7. This Agreement is governed by the laws of the State of Illinois and all parties consent to the jurisdiction of such courts.
8. It is the intention of the parties that in the event a court of competent jurisdiction finds that any provision or portion of this Assignment is unenforceable for any reason, the balance and remainder of this Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing
9. This Assignment supersedes all prior agreements and discussions of the parties hereto regarding the Original Contract assigned as described herein.

CBRE, INC

Signature

Name

Title

Date

PUBLIC BUILDING COMMISSION OF CHICAGO


Signature

LORI ANN LIPSON
Name

Secretary
Title

4/5/17
Date

GENSLER


Signature

Dave Broz, AIA

Name

Principal
Title

3/21/17
Date

Approval as to form and Legality:


Neal & Leroy, LLC

3/28/17
Date

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9. This Assignment supersedes all prior agreements and discussions of the parties hereto regarding the Original Contract assigned as described herein.

CBRE, INC

John D. Simon

Signature

John D. Simon

Name

Sr. Director

Title

March 23, 2017

Date

PUBLIC BUILDING COMMISSION OF CHICAGO

Signature

Name

Title

Date

Approval as to form and Legality:

GENSLER

Signature

Name

Title

Date

Neal & Leroy, LLC

Date

ARCHITECT AGREEMENT
FOR ONGOING CONTRACT DESIGN SERVICES
HAROLD WASHINGTON LIBRARY CENTER
GENSLER

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EXHIBITS

EXHIBIT A-1	ARCHITECTURAL/ENGINEERING & OTHER CONSULTANT GUIDELINES
EXHIBIT A-2	STANDARD SCOPE OF BASE SERVICES
EXHIBIT A-3	STANDARD SCOPE OF ADDITIONAL SERVICES
EXHIBIT B	STANDARD FORM OF PROJECT ORDER
EXHIBIT C	INSURANCE REQUIREMENTS
EXHIBIT D	ONGOING AGREEMENT PRICING

ARCHITECT AGREEMENT

FOR ONGOING CONTRACT DESIGN SERVICES

THIS ARCHITECT AGREEMENT (this "Agreement"), dated as of January 20, 2016, is entered into by and between CBRE INC., an Illinois limited liability company, ("Manager"), by its agent, CBRE, INC., a Delaware Corporation ("CBRE"), having an address at 20 N. Michigan Avenue, Suite 400, Chicago, IL, acting as Property Manager for The City of Chicago, or any successor thereto ("Owner" or "City"), the owner of that certain real property with an address at 400 S. State Street, Chicago, IL, 60605 and more commonly referred to as "Harold Washington Library Center" (the "Property") and GENSLER ARCHITECTURE, DESIGN AND PLANNING, P.C., a New York Corporation ("Architect"), having an address at 11 E. Madison St., Suite 300, Chicago, IL. Architect and Manager are also referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Owner desires that Architect provide certain services and/or materials as specified further herein at certain properties of Owner as may be specified by Owner from time to time (individually, the "Property" and collectively, "Properties"); and

WHEREAS, Owner has retained CBRE as Owner's representative and agent to manage the Project (as hereinafter defined) on behalf of Owner and represent Owner's interests related to the Project.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1
TERM OF AGREEMENT

The initial term of this Agreement (the "Initial Term") shall be for a period of **12 months** and commence as of January 1, 2016 and shall continue through December 31, 2016, unless sooner terminated pursuant to the terms of this Agreement. Owner shall have the option to extend the Initial Term for successive periods of one (1) year each (each, an "Extension Period") by delivering notice thereof to Architect on or prior to thirty (30) days before the expiration of the Initial Term or the current Extension Period, as the case may be (the Initial Term, as it may be so extended, the "Term"). Unless otherwise directed by Owner in writing, any Project Order (as hereinafter defined) not completed during the Term shall be completed by the Architect within the time frame and for the fee specified in the Project Order, and the terms and conditions of this Agreement shall continue to govern the Parties' rights and obligations with respect to that Project Order to the same extent as if this Agreement had remained in effect for the duration of such Project Order.

ARTICLE 2
GENERAL TERMS AND CONDITIONS

2.1 SERVICES GENERALLY

2.1.1 Owner hereby appoints Architect, subject to the terms and conditions hereof, to provide the services (collectively, "Services") described in this Agreement, as supplemented by

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those guidelines, standards and requirements set forth in Exhibits A-1, A-2 and A-3 attached hereto and made a part hereof. The Services will be specified further in individual project orders issued by Owner from time to time in the form attached as Exhibit B attached hereto and made a part hereof ("Project Orders" and, as to any individual Project, the "Project Order") with respect to one or more separate projects ("Projects" and, as to any individual Project, the "Project") pertaining to Properties identified by Owner. The Services to be provided as to each Project shall commence on the relevant dates described in each applicable Project Order. The Services shall include the Base Services and Additional Services (as such terms are hereinafter defined) to be provided under each Project Order. Architect hereby accepts said appointment and agrees that it shall provide the Services in accordance with the requirements of this Agreement and each Project Order.

2.1.2 Owner shall determine whether to issue Project Orders in its sole and absolute discretion. Owner shall not be obligated to enter, offer to enter or negotiate in good faith (or for any specified period of time) to enter into any Project Order or additional agreement with Architect by virtue of this Agreement. This Agreement does not create any exclusive arrangement, and Owner retains the right to enter into similar agreements with any other service provider. All terms and conditions of this Agreement shall apply to every Project Order executed by Owner and Architect. In the event of a conflict or inconsistency between the terms of stated in a Project Order and those of this Agreement, the terms of this Agreement shall supersede and control, unless the terms of the Project Order are specifically and expressly designated to control. Owner may request Services at separate or additional Properties from time to time pursuant to separate Project Orders.

2.2 CHANGES IN THE SERVICES

2.2.1 Owner may, without invalidating this Agreement or the Project Order, direct Architect in writing to make changes in the Services within the general scope of this Agreement or the Project Order consisting of additions, deletions or other revisions to the Services. Architect, before commencing such changed, modified or revised Services, shall submit a change order (using form acceptable to owner) promptly to Owner with a detailed description of the services and any schedule or cost impact associated with the change for Owner's approval.

2.2.2 Architect's schedule will be equitably adjusted and the compensation for Services under the Project Order may be adjusted, subject to the mutual written agreement of the Parties, if any of the following circumstances arise and materially impact the Services to be performed under the Project Order:

(a) Significant revisions in the Project (including size, quality, complexity, Owner's schedule or budget or procurement method) after completion of the design development phase requiring significant revisions in drawings or specifications;

(b) Enactment or revision of any federal, state and local laws, statutes, ordinances, rules, regulations, building codes, court orders, governmental or regulatory agency orders, insurance requirements and building rules and regulations (including, without limitation, the Americans with Disabilities Act) (collectively, "Laws") which necessitate changes to previously prepared documents, where such enactments or revisions occur subsequent to the performance of Services or any portion thereof; and

(c) Preparation for and attendance at a public hearing regarding the Project to the extent not included in the original Project schedule.

2.2.3 Architect expressly acknowledges and agrees that if Architect undertakes any work prior to receiving the Project Order from Owner for such work or if Architect undertakes any

change prior to receiving a written change order from Owner authorizing the change, then such work or change will be at Architect's sole risk, cost and expense and, notwithstanding the foregoing, any such work or change performed by Architect shall be deemed to have been performed subject to Architect's obligations under this Agreement.

2.2.4 When the Services under this Agreement include the performance of construction administration services, any material expansion of such Services beyond those described in Section G of Exhibit A-2 as a result of Owner's changes to the Construction Documents (as hereinafter defined) shall be treated in accordance with Section 2.2.1 above.

2.3 CBRE'S AUTHORITY

2.3.1 CBRE has been duly appointed as Owner's agent to perform any and all acts (except as set forth in Section 2.3.2), receive all requests and notices, exercise all rights and make all decisions for and on behalf of Owner with respect to this Agreement and the Project. Notwithstanding any provision hereof to the contrary, unless and until Owner notifies Architect to the contrary, Architect, in providing and performing the Services under this Agreement, shall report only to and shall take direction from, CBRE, as Owner's agent, provided that Owner shall have the right to provide notices independently to Architect. In furtherance of the foregoing, Architect acknowledges and agrees that (i) all notices to be given by Owner hereunder may be given by CBRE, and the same shall be deemed to have been given by Owner for all purposes under this Agreement, (ii) all submissions and deliveries required to be given to Owner under this Agreement shall be submitted and delivered to CBRE on behalf of Owner, (iii) all of Architect's obligations hereunder shall be performed for the benefit of Owner and for CBRE, as Owner's agent, and (iv) all consents and approvals required (or otherwise requested) to be obtained from Owner, and all other actions taken or performed by Owner under or pursuant to this Agreement, except as set forth in Section 2.3.2, shall be obtained from or taken or performed by CBRE as Owner's agent.

2.3.2 Notwithstanding any provision hereof to the contrary, Architect hereby agrees that, Architect shall not seek or be entitled to payment of any sums due hereunder from CBRE, unless Owner does not provide funds due to Architect as a result of CBRE's breach of the agreement(s) between Owner and CBRE notwithstanding CBRE's execution of this Agreement, any agreement, contract or Project Order on Owner's behalf or any other action of CBRE performed on behalf of Owner. With respect to all contractual obligations, whether express or implied, entered into by and between CBRE and Architect, whether pursuant to this Agreement or otherwise, Architect and CBRE hereby acknowledge and agree that CBRE is entering into such obligations only in its capacity as Owner's agent, and with respect to any and all obligations to be discharged on behalf of Owner or CBRE, Owner shall be, and hereby is acknowledged to be, the exclusive obligor hereunder. If Owner has failed to provide funding to CBRE for services that have been properly performed and timely invoiced by Architect, CBRE shall exercise commercially reasonable efforts to enforce Owner's obligations to pay such remittances in accordance with the terms of the agreement between Owner and CBRE. Architect shall have the right to suspend performance and/or terminate this Agreement and shall have all other legal remedies available to Architect in the event of non-payment.

2.3.3 In the event CBRE's services have been terminated by Owner or CBRE's agreement with Owner expires, Owner or its designee may deliver notice to Architect designating a replacement for CBRE hereunder. CBRE will not be subject to any fee, liability or penalty as a result thereof, and CBRE shall have no responsibility to Architect whatsoever after the date upon which CBRE shall no longer provide services to Owner.

2.4 OWNER'S RESPONSIBILITIES

2.4.1 Owner shall provide information regarding requirements for the Project, including Owner's objectives, schedule, constraints and criteria including space requirements, required relationships, flexibility, expandability, special equipment, systems and site requirements.

2.4.2 Owner shall establish and update an overall budget for the Project, along with input from Architect, including the Construction Cost (as hereinafter defined), Owner's other costs and reasonable contingencies related to all of such costs.

2.4.3 To the extent required by the scope of the Project, Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable and as required by the scope of the Project, grade and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility service and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

2.4.4 To the extent required by the scope of the Project, Owner shall furnish the services of geo-technical engineers when such services are needed. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. Architect shall review the tests and information prepared pursuant to this paragraph, in accordance with the standards of professional architects, and notify Owner in writing if Architect has any reason to question such tests or information.

2.4.5 Owner shall furnish the services of other consultants when Owner agrees that such services are reasonably required by the scope of the Project and are requested by Architect.

2.4.6 Other than those which are part of Architect's Services, Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by law or the contract documents.

2.4.7 Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by Owner unless Architect knows or reasonably should know (consistent with the standard of care set forth in Section 6.2.1 below) of any inaccuracy or incompleteness in the services or information furnished. Architect shall provide prompt written notice to Owner if Architect knows or becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 3
PROJECT-SPECIFIC SERVICES

3.1 SCOPE OF SERVICES

3.1.1 Prior to commencement of Services on the Project, Architect shall submit a detailed schedule for the performance of Architect's Services for Owner's approval and shall include allowances for periods of time required for Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by such schedule, as approved by Owner, shall not, except for reasonable cause, be exceeded by Architect. In any event, Architect shall comply with and fulfill all of its obligations and responsibilities as set forth in the Construction Documents, as applicable.

3.2 SCOPE OF BASE SERVICES AND ADDITIONAL SERVICES

3.2.1 The basic services to be provided by Architect in connection with a Project ("Base Services") consist of those identified in Exhibit A-2 except to the extent modified pursuant to the Project Order for the Project, together with such services that are reasonably incidental or ancillary thereto and customarily furnished in accordance with generally accepted architectural practice and including, without limitation, all administrative, accounting and related services necessary to perform the Services. Architect shall prepare and submit to Owner for its approval a completed Project Order once the Parties have agreed upon the scope of Services and schedule for the Project.

3.2.2 The services identified in Exhibit A-3 ("Additional Services") are not included in Base Services. The Additional Services shall be provided only if authorized or confirmed in writing by Owner in the Project Order and the price therefor is expressly agreed upon by Owner and Architect in writing. Notwithstanding anything to the contrary in this Agreement, Owner shall not be required to pay for, but Architect shall provide, such Additional Services if they are required due to the fault of Architect or Architect's failure to perform Services specified in the Project Order in accordance with the terms of this Agreement.

ARTICLE 4
COMPENSATION

4.1 FEES FOR SERVICES

4.1.1 Architect's fees for the provision of Services with respect to each Project shall be computed on a predetermined basis using one of two methods, which shall be set forth in each applicable Project Order: either a fixed fee based on pre-established costs per square foot or hourly rates with a not-to-exceed limit. Architect's compensation for each individual Project shall be pre-negotiated, mutually agreed by Architect and Owner prior to the start of Services for that Project, and set forth in the related Project Order. The fees for each Project as set forth in the related Project Order shall be determined consistently with the pricing provisions set forth on Exhibit D attached hereto and made a part hereof.

4.1.2 Architect shall have no authority to incur costs in connection with the Project until Owner has consulted with its technical staff and has issued and executed a Project Order that is uniquely numbered and descriptive. All invoices and other correspondence shall reference this Agreement and the Project and Project Order number. Architect shall invoice Owner only upon the full completion of each task. Verbal or written direction to commence Services by anyone in any

form other than Owner or CBRE shall not be accepted by Architect. Architect's hourly billing rates shall not exceed those set forth in this Agreement, nor will any increase in such hourly rates be permitted during the Term. No compensation shall be paid to Architect for the preparation of any proposal for work and/or fee proposal.

4.1.3 Architect will submit an invoice in a form either provided by or otherwise acceptable to Owner by the tenth (10th) day of each month for Services rendered in the prior month (each, an "Architect Application for Payment"). The amounts billed each month shall be in proportion to the Services performed within each phase of the Project. Owner shall make payment within thirty (30) days after receipt of an acceptable Architect Application for Payment containing all required information and documentation as required by Owner.

4.1.4 When any portion of the scope of the Project is deleted or otherwise not constructed, compensation for those portions of the Project design shall be payable to the extent Services are performed on those portions of the design.

4.2 FEES FOR ADDITIONAL SERVICES

4.2.1 Architect's fees for the provision of Additional Services shall be agreed upon prior to the commencement thereof by Owner and Architect and computed on the basis of either stipulated fixed fees, unit costs or per square foot costs, as set forth in the applicable Project Order for such Project. Architect shall receive Owner's written approval of Additional Services before incurring expenses or performing work, or compensation will not be paid.

4.3 REIMBURSABLE EXPENSES

4.3.1 Architect shall be entitled to reimbursement of costs and expenses to the extent actually incurred in connection with the Services, set forth in the Project Order and approved in advance by Owner ("Reimbursable Expenses"). Reimbursable Expenses shall be determined on a Project-by-Project basis consistently with Exhibit D hereto.

4.3.2 Reimbursable Expenses shall include only actual expenses paid and without mark-up. Architect shall submit an estimate of its Reimbursable Expenses in advance for the Project, which shall become a part of the Project Order for the Project as and when approved by Owner. Architect shall obtain a mutually agreed number of bids for each proposed expenditure. Such bids shall be submitted to Owner prior to Architect commencing the relevant Services. Architect must obtain Owner's prior written approval before incurring Reimbursable Expenses which exceed the amount approved in the Project Order. Except as expressly set forth in the Project Order or otherwise approved by Owner in writing, Architect shall not be compensated or reimbursed for any expenses incurred by Architect in its rendering of the Services, and Owner shall have no obligation therefor. Billings for Reimbursable Expenses shall be included in the Architect Applications for Payment and presented in a clear line item format acceptable to Owner with complete copies of invoices and receipts to substantiate each charge. In cases where submitted invoices contain charges for multiple Projects, each pertinent entry shall be highlighted or otherwise clearly distinguished from the non-applicable entries. Architect shall submit reimbursable expenses within 60 days of the cost event or receipt of third party invoice or Owner shall have the right to refuse payment of the subject Reimbursable Expense.

4.3.3 Architect shall promptly pay all bills for services furnished by others in connection with the Services. In the event such services are not paid promptly as and when due, Owner shall have the right to issue joint checks to Architect and any subcontractor and subconsultants of any tier (each, a "Subcontractor") engaged by Architect to perform the Services. The issuance of any joint

check pursuant to this provision shall not create any contractual, third party beneficiary or other relationship between Owner and any such Subcontractor.

4.3.4 Owner or its designees shall be provided access to, and shall be entitled to audit, Architect's books and records relating to the Services and all amounts billed to Owner upon request, and Architect shall cooperate therewith.

ARTICLE 5
TERMINATION, SUSPENSION OR ABANDONMENT

5.1 Owner may terminate this Agreement without liability, fee or penalty, at any time and without cause upon thirty (30) days prior written notice. Owner may terminate any Project Order, either in whole or in part with respect to one or more of the Projects or Services, without liability, fee or penalty, at any time and without cause upon fifteen (15) days prior written notice.

5.2 Failure by Owner or CBRE to make payments to Architect in accordance with this Agreement or the Project Order shall constitute substantial nonperformance and cause for termination or suspension by Architect.

5.3 In addition, if Architect defaults in the performance of or breaches any of its covenants, agreements or obligations under this Agreement or the Project Order, and such default or breach continues for a period of five (5) business days after written notice from Owner (unless such default cannot be cured with the payment of a sum of money and otherwise cannot reasonably be cured within such five (5) day period, in which event Architect shall have an additional ten (10) business days to cure such default, provided such cure is promptly, continuously and diligently pursued), Owner may in its discretion immediately terminate this Agreement and/or such Project Order, either in whole or in part with respect to any portion of the Services, by written notice to Architect.

5.4 In the event a petition is filed by or against Architect under the United States Bankruptcy Code or any similar Law, Owner may terminate this Agreement immediately thereupon.

5.5 Upon any termination, Architect shall be paid only for Services properly rendered prior to the effective date of the termination as determined by Owner.

5.6 Upon the expiration or termination of this Agreement and/or the Project Order, Architect shall, at Owner's option, either terminate or assign to Owner or its nominee any or all sub-consulting agreements and subcontracts then in effect. Further, Architect shall cooperate for a reasonable period of time to be jointly determined by Owner and Architect to provide the orderly transition of all Services back to Owner or to an alternative provider designated by Owner and to provide that the Services are maintained without interruption.

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Architect represents, warrants and covenants to and with Owner:

6.1.1 Architect possesses and shall maintain at its own expense all professional permits, licenses, approvals, registrations, consents and certificates and pay all fees required by Law with respect to any Services and/or performance of this Agreement.

6.1.2 Architect shall, in connection with performance of Services, comply Laws relating to employment and non-discrimination, U.S. and applicable foreign export Laws..

6.1.3 Architect shall promptly take necessary actions required to remedy a violation of any such Law, which violation arises out of or is a result of the action or inaction of Architect or its agents or Subcontractors, and which remedy shall be at Architect's sole cost and expense.

6.1.4 Architect shall follow Owner's internal procedures, rules and regulations and those applicable to the applicable Property including, without limitation, those relating to health, safety, security and the environment. Architect shall at all times exercise reasonable care to prevent damage or injury to persons and property. Architect shall not engage in any conduct which might interfere with the operation of Owner's or CBRE's business and, in particular, the continuity of the services provided by CBRE to Owner or the Services provided by Architect hereunder.

6.2 STANDARD OF CARE

6.2.1 Architect represents that the Services provided under this Agreement will be performed promptly and diligently using the standard of care consistent with the degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances. In the event Architect's Services do not conform to the foregoing standard of care during the course of the Project (and in addition to all other of Owner's rights, including a right to bring suit for damages), Architect shall re-perform its Services which fail to conform to the foregoing standard of care, provided Owner gives Architect written notice of such non-conformance.

6.2.2 The design work of Owner's general contractors and its subcontractors, including shop drawings and vendor drawings, will be submitted to Architect to review for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the general contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by design professionals hired by the general contractor.

ARTICLE 7 ARCHITECT'S EMPLOYEES

7.1 Neither Architect nor any Subcontractor of Architect shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap.

7.2 Architect shall have in its employ at all times and shall provide a sufficient number of capable and competent employees ("Architect Employees") having expertise suitable to their assignments and qualified to perform the Services safely, legally and efficiently in accordance with Architect's obligations hereunder.

7.3 Architect Employees must be acceptable to Owner, and Owner reserves the right to require Architect to remove immediately any of Architect Employees and any of Architect's agents or Subcontractors from performing the Services if Owner reasonably believes such employee is engaged in

improper conduct, is in the reasonable opinion of Owner unqualified to perform assigned duties or has violated any material, established, generally applicable procedure regarding Owner security or confidentiality. Architect Employees, to the extent permitted by applicable Law, shall be subject to drug testing and background checks as required by Owner. Architect will be solely responsible for all matters relating to payment of its employees, including, without limitation, compliance with workers' compensation, unemployment, disability insurance, social security withholding, federal and state taxes, local occupational taxes, unemployment benefits, any other payment an employer is legally obligated to pay on behalf of its employees and all Laws governing such matters, and Architect shall indemnify CBRE and Owner and hold them harmless for the payment and any breach thereof.

7.4 Architect Employees shall not be entitled to any benefits accruing to CBRE's or Owner's employees. Furthermore, Architect shall be solely responsible for its safety, Architect Employees, its Subcontractors and agents, their general work areas and the safety of Services hereunder so that all Services comply with safety and health Laws when used or performed. Architect shall immediately remedy any non-compliance. Notwithstanding the foregoing, Architect shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the construction site.

7.5 Architect shall provide additional Architect Employees at any time upon Owner's request. Any such additional Architect Employees shall automatically become subject to the terms of this Agreement. The Project Order may identify key Architect Employees who shall be dedicated to the provision of Services for the Project. Architect shall not remove any such key personnel from the provision of Services except in instances of voluntary resignation, involuntary termination due to poor performance, illness, disability or death, and Architect shall promptly notify Owner of any such event. Any replacement of such key personnel shall be subject to Owner's prior written approval, which approval shall not be unreasonably withheld.

ARTICLE 8

INDEPENDENT CONTRACTOR; SUBCONTRACTING

8.1 Nothing contained in this Agreement or in the relationship between Architect, on the one hand, and Owner and CBRE, on the other hand, shall be deemed to constitute a partnership, joint venture or any other relationship among Architect, CBRE and Owner except for the independent contractor relationship between Architect and Owner described in this Agreement. Architect's authority is limited solely to performing the Services set forth herein in accordance with the terms of this Agreement. Further, Architect does not have any authority to execute any contracts or agreements for or on behalf of Owner or CBRE and is not granted any right or authority to assume or create any obligation or liability or to make any representation, covenant, agreement or warranty, express or implied, on Owner's or CBRE's behalf or to bind Owner or CBRE in any manner.

8.2 Each engagement and any termination or replacement of a Subcontractor by Architect shall be subject to Owner's prior written consent, which shall not be unreasonably withheld, provided that no assignment or subcontracting shall relieve Architect of any of its obligations under this Agreement. Architect shall engage Subcontractors only upon completion of appropriate due diligence with respect to the Subcontractor's ability to perform its services. Architect shall disclose to Owner any actual or potential conflict of interest Architect may have with any existing or proposed Subcontractor.

8.3 Architect shall be fully responsible for the work of all of its Subcontractors and in any event is responsible to present completed designs that, consistent with the Standard of Care, are in conformance with all applicable Laws. Architect will include in any contracts with Subcontractors a statement that Owner is an intended beneficiary of the contract for the Subcontractors' services, and the Subcontractors owe a duty to Owner to perform their work in a reasonable and prudent manner and in compliance with

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Architect's obligations under this Agreement. Architect's contracts with its Subcontractors shall include provisions that all warranties of Architect provided by the Subcontractor will be assigned to and enforced by Owner.

8.4 Architect's contracts or agreements with its Subcontractors will not create any privities of contract between Owner and Subcontractor but shall be assignable to Owner without restriction. However, any such contracts or agreements shall provide that the Subcontractor shall be bound by and subject to terms and conditions that are no less restrictive on the Subcontractor as those provided under this Agreement. No subcontracting shall relieve Architect from its obligations to Owner hereunder or shall purport to bind Owner to any terms or conditions other than those contained in this Agreement.

ARTICLE 9 TAXES

9.1 Architect shall pay any and all taxes and fees imposed by Law in connection with the performance of the Services. Any applicable sales or use taxes due in connection with the performance of the Services shall be the responsibility of Architect to collect and pay. Notwithstanding the foregoing, Owner shall be allowed to withhold from amounts payable to Architect hereunder all taxes and other charges required to be withheld by Law.

9.2 Architect shall prepare, execute, file as necessary and retain resale, exemption and similar certificates, and reflect dealer, vendor and Owner exemption or similar numbers on its Architect Applications for Payment or billings as necessary to exempt or minimize taxes on goods and Services provided under this Agreement.

9.3 Architect shall be solely responsible for any penalties or interest resulting from Architect's failure to pay its Subcontractors, to file proper tax returns or promptly to remit to the appropriate taxing authorities' tax reimbursement or other payments made to Architect under this Agreement and Architect agrees to indemnify, defend (promptly and diligently, at Architect's sole expense with attorneys satisfactory to Owner and CBRE) and hold harmless Owner and CBRE against any Claims (as hereinafter defined) that any Indemnified Party (as hereinafter defined) may suffer, sustain or incur as a result of Architect failing to do so. This Section shall survive the expiration or termination of this Agreement.

ARTICLE 10 NO ASSIGNMENT BY ARCHITECT

Neither Architect's interest in this Agreement, including without limitation any monies due or to become due to it hereunder, nor any portion thereof may be assigned or encumbered, without the prior express written consent of Owner in each instance. Any such assignment or encumbrance made without the express written consent of Owner shall be null and void. Owner may, without the consent of Architect, and at Owner's sole discretion, freely assign its interest in this Agreement. Each of Owner's affiliates that owns, leases or occupies the Property from time to time or otherwise derives Services under this Agreement shall be deemed to be a third party beneficiary entitled to the benefits and protections afforded to Owner under this Agreement with rights of direct enforcement against Architect.

ARTICLE 11
NON-SOLICITATION

During the Term of this Agreement, and for a period of six (6) months after the expiration or early termination hereof, Architect shall not directly or indirectly hire, permit the employment of, or solicit to hire any of Owner's or CBRE's personnel unless expressly agreed otherwise by Owner or CBRE, as the case may be, in writing.

ARTICLE 12
INSURANCE

Architect shall maintain in full force and effect the insurance coverages as described in Exhibit C attached hereto and made a part hereof throughout the Term at its expense.

ARTICLE 13
INDEMNIFICATION

13.1 Indemnification by Architect. To the fullest extent permitted by Law, Architect shall indemnify, pay, save and hold harmless Owner, CBRE, their respective affiliates, and each of their and their affiliates' respective agents, representatives, officers, directors, shareholders, invitees, nominees, employees, co-lessees, co-venturers, insurers, successors and assigns (collectively, the "Indemnified Parties") from and against any liabilities, damages (including, without limitation, direct, special and consequential damages), costs, expenses, suits, losses, claims, actions, fines and penalties (including, without limitation, court costs, reasonable attorneys' fees and any other reasonable costs of litigation) (hereinafter collectively, the "Claims") that any of the Indemnified Parties may suffer, sustain or incur to the extent caused by the following: (i) Architect's negligent performance of its work or presence on the Property or other work site, including but not limited to any negligent or grossly negligent acts, errors or omissions, intentional misconduct or fraud of Architect, its employees, Subcontractors or agents, whether active or passive, whether in the provision of the Services, negligent failure to provide any or all of the Services or otherwise, (ii) any negligent or intentional breach by Architect of this Agreement, (iii) assertions under workers' compensation or similar employee benefit acts by Architect or its employees or agents, and/or any failure by Architect to pay any employment benefits and any taxes required of it of any nature whatsoever, (iv) Architect's failure to comply with any Law, (v) claims by any Architect Employee including, without limitation, for bodily injury or wrongful discharge, and/or (vi) any intentional infringement or alleged infringement of any patent, copyright, trade secret or other proprietary right of any third party relating to the Services performed under this Agreement. The foregoing indemnification shall apply to Claims asserted by third parties. Nothing contained herein shall relieve Architect of any responsibility for Claims regardless of whether Architect is required to provide insurance covering such Claims or whether the matter giving rise to the Claims is the responsibility of Architect's agents, employees or Subcontractors.

ARTICLE 14
CONFIDENTIALITY

14.1 **CONFIDENTIAL INFORMATION**

It is understood that information, data, software, communications and materials, in whatever form presented, of Owner, CBRE, their affiliates and/or their customers including, without limitation, customer or supplier names or information (collectively, "Confidential Information") may be disclosed to Architect. Architect agrees to utilize the Confidential Information received by it only for the purpose of providing the

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Services and for no other purpose whatsoever. Architect shall not disclose to any person (other than as necessary to Architect Employees directly involved in Architect's provision of the Services) Confidential Information at any time, either during the Term or at any time thereafter, without the express written agreement of Owner. Architect shall execute any supplemental agreement required by CBRE or Owner with respect to Confidential Information. Architect shall advise all recipients of Confidential Information as to the provisions of this Section and obtain their written agreement to be bound by its conditions. Upon the expiration or termination of this Agreement, Architect shall return to Owner all Confidential Information that has been reduced to writing or, in the alternative, certify to Owner that the Confidential Information has been destroyed. Architect acknowledges and agrees that, because it may be difficult to assess the damages incurred by CBRE and/or Owner from a breach of this Section, CBRE and Owner shall have the right, in addition to any other legal and equitable remedies available to either of them, to injunctive relief to prevent any potential breach or further breach of this Section.

14.2 DISCLOSURE

Architect shall not be liable for disclosure or use of any Confidential Information if: (i) it was in the public domain at the time it was disclosed or used through no fault of Architect; (ii) it becomes known to Architect from a source other than CBRE or Owner without a breach of this Agreement by Architect; (iii) it was independently developed by Architect without the benefit of the information received from CBRE or Owner; or (iv) it was disclosed under legal process or other legal requirement provided Architect agrees to cooperate in seeking reasonable protective arrangements requested by CBRE or Owner, and to promptly notify CBRE and Owner if Architect receives any subpoena or other legal process seeking disclosure of Confidential Information.

14.3 PUBLICITY AND PROMOTIONAL MATERIALS

Architect shall not use or display Owner's or CBRE's name or logo, and shall not utilize other trademarks or service marks of Owner or CBRE, without such party's prior written consent. Neither Architect nor its agents or Subcontractors may issue any press, media or publicity releases or give statements to the media identifying Owner, CBRE or relating to this Agreement or the Property without Owner's prior written consent. Architect shall not include photographic or artistic representations of the design of the Project or Property among Architect's promotional or professional materials without the express written permission of Owner.

ARTICLE 15 **WORK PRODUCT; RE-USE OF DOCUMENT**

15.1 WORK PRODUCT

As used herein, "Work Product" means collectively all information, materials, products, drawings, specifications, reports, proposals, and any other items, in any medium, and any ideas, designs, concepts, techniques, inventions, discoveries, improvements, software, documentation, original works of authorship and any other work products, prepared or developed by or for Architect or its employees for CBRE or Owner in connection with Services under this Agreement, but shall not include any standard specifications or details, pre-existing intellectual property that are incorporated into any Work Product ("Pre-Existing Intellectual Property"). Provided that payment is made to Architect under the terms of the Agreement, Work Product shall be promptly disclosed and furnished to Owner. Upon completion of the Project and payment in full under the terms of this Agreement, all right, title and interest in and to the Work Product shall vest in Owner.. To the extent the Work Product may not be considered a work made for hire, Architect assigns to Owner all right, title and interest in and to the Work Product, including rights to copyrights in all copyrightable materials and in and to all patents that may be issued thereon. If the Work Product includes items previously developed or copyrighted by Architect or a third party, Architect hereby grants to Owner and CBRE an unrestricted, royalty-free, perpetual, irrevocable license to make,

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have made, copy, use, modify, or distribute the Pre-Existing Intellectual Property for use, in connection with Owner's use and occupancy of the completed Project.

15.2 RE-USE OF DOCUMENTS

Subject to the terms set forth in section 15.1, including payment in full for the Services, all Work Product, including any specifications, designs, supplemental conditions, reports, studies, programs, manuals, computer-aided design ("CAD") files and other documents and materials created or prepared by the Architect for the Project shall be turned over to Owner upon completion of the Services with respect to such Project in a format acceptable to Owner. CAD files shall be provided to Owner at no additional cost with all copyrights associated with the use of such files in connection with the Project. The obligations of Architect in this Article shall survive the expiration or termination of this Agreement, are irrevocable and shall not be limited by any dispute between the Parties. Owner may use the Work Product as it deems appropriate including, but not limited to, disseminating such items to other parties. In the event Owner elects to disseminate or modify the Work Product or use the Work Product on another project for which Architect is not engaged to provide Services, Owner shall indemnify, defend and hold Architect harmless from and against any Claims incurred by Architect as a result thereof.

ARTICLE 16 DISPUTE RESOLUTION; JURY WAIVER

16.1 Any controversy, claim, counterclaim or dispute arising out of or relating to the interpretation or application of any term or provision of this Agreement including the Project Order or otherwise relating to the provision of Services that the Parties are unable to settle through consultation and negotiation shall be subjected by either Party to binding arbitration by JAMS in accordance with JAMS procedures, and all expedited procedures prescribed by such association's rules shall apply. An arbitrator mutually agreeable to both Parties shall conduct the arbitration, unless the Parties agree to a different method of appointment. If the Parties cannot agree to a method of appointment, appointment of the arbitrator shall be determined by JAMS in accordance with JAMS procedures. The Parties designate the state in which the Project is located as the hearing locale. The Party prevailing in the arbitration shall have all of its reasonable costs, fees and expenses (including, without limitation, attorneys' fees) incurred in connection with the arbitration, as well as all costs, fees, and expenses of the arbitrators, reimbursed by the non-prevailing Party. Whether a Party is the "prevailing Party" shall be determined by the panel of arbitrators. The award rendered by the arbitrator shall be final, conclusive and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. A Party shall be entitled to a court order staying any legal proceeding brought by the other Party to enforce any rights or remedies such Party may have under federal or state law pending the final completion of arbitration. Architect agrees that in the event of any dispute between the Parties, it will continue to provide Services without interruption unless Owner directs otherwise in writing. Notwithstanding the foregoing, (i) nothing contained herein shall be deemed to prevent a Party from obtaining judicial relief to prevent irreparable harm, and (ii) the Parties may cancel or terminate this Agreement as otherwise provided herein without being required to follow the procedures set forth in this Section. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Project is located, without regard to choice of law principles. OWNER, CBRE AND ARCHITECT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

ARTICLE 17
MUTUAL LIMITATION OF LIABILITY

In no event shall any party be liable for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect loss or damage, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, under or with respect to this Agreement or the Project Order or from any failure of performance related hereto regardless of the cause.

Mutual Limitation of Liability. The parties hereby agree that either party's total liability to the other for any and all injuries, claims, losses, costs, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement, from any cause or causes including, but not limited to, negligence and/or breach of contract, shall not exceed two (2) million dollars..

ARTICLE 18
NOTICES

All notices, waivers, approvals, consents, demands, requests or other communications required or permitted under this Agreement shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the second business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (iii) if delivered by reputable overnight express courier, freight prepaid, when delivered; in every case addressed to the party to be notified as follows:

If to Owner: _____

If to CBRE: CBRE, Inc.
321 North Clark Street, 34th Floor
Chicago, Illinois 60654
Attention: Assistant General Counsel, Asset Services

If to Architect: _____

or to such other address(es) or addressee(s) as any party entitled to receive notice under this Agreement shall designate to the others in the manner provided in this Agreement for the service of notices.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.1 Architect shall comply with Owner's building rules, procedures, processes and work and safety rules which may be communicated in writing to Architect from time to time. Architect shall at all times exercise reasonable care to prevent damage or injury to persons and property and shall not engage in any conduct which would endanger, or might interfere with, the operation of Owner's business and, in particular, with the continuity of its services.

19.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Owner, CBRE or Architect.

19.3 The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport, and shall not be deemed, to define, limit or extend the scope or intent of the respective Sections.

19.4 This Agreement, when fully executed, together with each Project Order issued by Owner, shall supersede any and all prior and existing agreements between the Parties, either oral or in writing, and contains all the covenants and agreements between the Parties with respect to the subject matter of this Agreement. Any amendment or modification to this Agreement must be made in writing and signed by the Parties hereto.

19.5 No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other different or subsequent breach.

19.6 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

19.7 Each Party warrants and represents that it is authorized to enter into this Agreement, and that the person signing on its behalf is duly authorized to execute this Agreement, and that no other signatures are necessary.

19.8 If any part, term or provision of this Agreement or the Project Order is held by final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement or such Project Order did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.

19.9 No provision of this Agreement or Project Order shall be construed against or interpreted to the disadvantage of either Architect or Owner by any court or other governmental, judicial or arbitral authority by reason of either Architect or Owner having, or being deemed to have, structured or dictated such provision; the Parties hereto acknowledging that the Parties have jointly participated in the negotiation and preparation of this Agreement and shall do so with respect to the Work Order.

19.10 Architect shall not give or offer any material gifts or gratuities to employees of Owner or CBRE, their affiliates or members of their families or tenants of any space in the Property, their employees or members of their families. For purposes of this Agreement, a "material" gift or gratuity means one having a value in excess of the amount specified in Owner's written ethics guidelines, as they may be revised from time to time. Architect will not, and will not permit Architect Employees to, accept or receive any material gift or gratuity from any Subcontractor, vendor or other third party with which Architect may have a relationship for the performance of Services under this Agreement. Architect shall obtain the agreement that each of its Subcontractors and vendors will comply with the provisions of this Section.

19.11 Architect hereby represents and warrants that to the best of its knowledge that neither Architect nor any affiliate, employee, officer or director of Architect or any affiliate has been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list, and Architect and its affiliates are currently in compliance with and will at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any related statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with

Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action relating thereto.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the first date set forth above.

Architect:

[]

By: DAVID BREE
Name: _____
Title: PRINCIPAL
Date: 24-11-16

Manager:

CBRE, INC

[]

By: CBRE, Inc.
Name: William Vail
Title: Senior Director, Asset Services
Date: 4-13-16

With a Copy to:

CBRE Inc
400 South State Street, Suite 3S-14
Chicago, Illinois 60605
Attn: Sonia Miranda – General Manager
Ph: 312-542-1200
Fax: 312-542-1962

EXHIBIT A-1

ARCHITECTURAL/ENGINEERING & OTHER CONSULTANT GUIDELINES

This Exhibit sets forth the minimum standards for the Project so that consistent expectations of services and deliverables are provided in developing the Design Documents and Construction Documents.

A. GENERAL REQUIREMENTS:

1. Documents shall contain the following:
 - (a) Cover sheet indicating:
 - (i) Project title and project location (Project title to be as directed by Owner and consistent on all documents)
 - (ii) CBRE job number
 - (iii) Listing of Project team including CBRE as Owner's representative
 - (iv) Index of drawings
 - (v) Area plan indicating Project location
 - (vi) North arrow
 - (vii) Applicable codes and standards used in developing the Project
 - (viii) Project square footage
2. Each sheet shall contain:
 - (a) Title block containing date of drawing consistent throughout entire set upon issuing, space for revision dates, CBRE job number, sealed and signed upon issuing
 - (b) Scale of any drawings
 - (c) North arrow for any plans (plans to be drawn with north up on sheets)
3. General Notes:
 - (a) Plan titles to contain suite number (when available), tenant name and usable square footage
 - (b) Room numbers to be included whenever applicable/possible on plans
 - (c) Door, room finish and equipment schedules are to appear in the drawings and not the Project manual. (When possible, door and room finish schedules are to be on the same sheet as the floor plan.)

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(d) Specific selections of vendors and materials on drawings and in the Project manual should always include "or approved equal" to enhance competitive pricing without prior written approval of same from Owner

4. For a new building/Property:

(a) A site plan showing site restrictions, traffic patterns, relationship to existing Properties (including civil and landscape where appropriate)

(b) Topographic studies indicating both existing and new grades

(c) Demolition plan

(d) Construction phasing plan (where applicable)

(e) Architectural floor plans for each level illustrating equipment (refrigerators, microwaves, computers, printers, faxes, etc.) locations, furnishings, millwork, generic finishes, smoke/fire and other rated separations

(f) Roof plan

(g) Exterior elevations

(h) Key building and wall sections

(i) Structural materials and systems (taking into consideration results of geotechnical report, if applicable)

(j) Mechanical system layout

(k) Plumbing system layout

(l) Gas system layout

(m) Electrical system layout

(n) Graphics/signage

5. For interior renovation Project:

(a) All the above except site plan, topographic studies and roof plan are omitted.

6. Project Manual:

(a) Project description (include available working hours for construction and all other building rules and regulations related to existing Properties)

(b) An outline specification describing generally the materials and systems of the Project with special emphasis on any deviations from the Owner Project manual

(c) A MEP and fire protection narrative shall be included

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B. RECORD DOCUMENTS:

(a) Architect shall provide electronic construction

2. Architect shall supply two (2) copies of electronic, construction documents to Owner on separate compact discs. All drawings shall be AutoCAD 14 dwg. or a more recent format, along with .plt files of all sheet files. All specifications shall be in Word 2003 .doc format or more recent.

C. CLOSEOUT DOCUMENTS:

1. Within sixty (60) calendar days following the completion of all construction related work contemplated under the Construction Documents ("Work") as completed from time to time, Architect shall review the General Contractor provided close-out documents and deliver to Owner all close-out documents associated with such Work including, but not limited to, plans, or other drawings, updated plans, specifications, addenda, manuals, warranty documents, electronic media that contain drawings, and related documents. General Contractor shall coordinate the form and content of applicable close-out documents with Owner for Owner's use in booking the assets for depreciation purposes. Such close-out documents are the property of Owner. However, Architect may keep one (1) copy of such documents for its records, provided the documents are kept in accordance with the confidentiality provisions of this Agreement.

EXHIBIT A-2

STANDARD SCOPE OF BASE SERVICES

The following are the standard Base Services to be provided by Architect for each Project except to the extent modified pursuant to the applicable Project Order (ATTACHED) The following items are intended to clarify, but not limit, the Services that will be provided for every Project.

A. SPACE PROGRAMMING

General: Architect shall assist Owner (and CBRE) with the development of the space plan requirements, adjacencies and a needs assessment for use in creating the concepts for the schematic/design development documents.

1. Architect shall inspect Owner's current Properties to evaluate the existing layout efficiency and the standards of quality.
2. Architect shall collect information with Owner's key personnel and a structured interview process to determine:
 - (a) Staff headcount projections for current and projected or verification of staffing projections provided by others.
 - (b) Departmental functions.
 - (c) Work process and traffic flows.
 - (d) Organizational lines of communication.
 - (e) Inter and intra-departmental relationships and adjacencies.
 - (f) Storage, parking and special area requirements.
 - (g) Special lighting, security, acoustical and environmental requirements.
 - (h) Data or Server Room requirements.
 - (i) Workstation/furniture requirements.
 - (j) Office and special area equipment requirements.
 - (k) Other important programming information as may be necessary to accurately reflect Owner's design program.
3. Architect shall develop a space occupancy program report including, but not limited to, the following:
 - (a) Conversion of all personnel, furniture and equipment space needs into usable square foot requirements in accordance with Owner's standard space metrics.
 - (b) Organizational bubble diagrams or block diagrams establishing adjacency and business process requirements.

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- (c) Stacking diagrams defining departments, groups and special function areas.
- (d) Specialty area design considerations (lighting, acoustics, security, etc.).
- (e) Other information as may be necessary.

4. Architect shall assist Owner (and CBRE) by providing information and discussion relevant to the design, construction, furniture, and equipment budgeting process.

5. Architect shall develop and document specific work area standards and functional requirements (i.e., electrical, cabling, lighting and structural, etc.) for all applicable areas including, but not limited to, the following:

- (a) Private offices
- (b) Workstations and systems furniture
- (c) Conference areas and meeting rooms
- (d) Reception and seating areas
- (e) Production areas (mail room, reproduction, etc.)
- (f) Ancillary support functions (pantry, coffee, copy, closets, etc.)
- (g) File areas
- (h) Storage areas
- (i) Special purpose facilities (kitchen, lunch room, lab, dark room, engineering/repair area)
- (j) Computer room and satellite telephone/data closets
- (k) Special audio/video areas (teleconferencing, studios and projection facilities)

6. Architect shall provide alternate pricing to prepare a detailed inventory of existing furniture, equipment, storage and files (as an Additional Service). With Owner's assistance, Architect shall identify re-usable items. This list will aid in the preparation of a preliminary budget estimate of furniture, equipment and off-site storage if required.

7. Architect shall provide rough-order-of-magnitude project cost estimate and project completion schedule.

B. PRELIMINARY SPACE PLANS

1. Architect shall develop preliminary space plans for each of the building alternatives to Owner's satisfaction using the information gathered during programming. Each space plan shall be prepared on a 1/8" = 1'0" scale floor plan and shall include:

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- (a) A layout of Owner's proposed premises showing interior walls, open areas, door swings, demising walls, corridor partitions and exterior window walls in relationship to the building core and entire floor plan.
 - (b) The location and accurate size of columns, stairways, elevators and other building features shall also be shown on the space plan.
 - (c) Names and sizes of all rooms contained on the space plan.
 - (d) Applicable desk and/or workstation layouts in open areas.
2. Architect shall develop summary information for each preliminary space plan indicating:
 - (a) Total rentable square footage requirements.
 - (b) Total usable square footage requirements.
 - (c) Total gross square footage requirements.
 - (d) Allocation of total rentable square feet by use and percentage of circulation.
 - (e) Usable-to-rentable ratio.
 3. Architect shall provide updates to project cost estimate and project completion schedule.

C. SCHEMATIC DESIGN SERVICES

General: Architect shall provide conceptual designs for purposes of budgeting, review and approval by Owner based upon Owner's desired image, program, budget and schedule and consistent with the standards established during the space programming phase. Architect shall provide the necessary follow-up to complete the schematic design phase.

1. Architect shall provide a program to Owner and work with Owner to ascertain the requirements and scope of the Project.
2. Architect shall provide a preliminary evaluation of the program, schedule and construction budget requirements, each in terms of the other.
3. Architect shall review with Owner alternative approaches to design and construction of the Project.
4. Based on the mutually agreed upon program, schedule and construction budget requirements, and tenant input, if appropriate, Architect shall prepare, for approval by Owner, schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components including, but not limited to, base level block diagram floor plans. Design Documents are conceptual in nature and include general depictions of elevations, site plans, building sections, and potential finishes and features. The Design Documents shall comply with all applicable Laws. Architect shall perform a thorough code search to identify all Laws applicable to the Services for the Project.

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5. If requested by Owner, Architect shall submit to Owner a preliminary estimate or update of the cost of the total Project construction ("Construction Cost") based on current area, volume or other unit costs.

6. Architect shall specify finish types or cost allowances for general finishes.

D. DESIGN DEVELOPMENT SERVICES

General: Architect shall develop, document and present a complete design and color scheme for the Project premises to Owner's satisfaction including, but not limited to, selection of all finishes. Architect will refine the three dimensional design using CAD drawings, colored presentation drawings, material samples and cut sheets to explain design concepts during this phase. Architect will also work closely with the Project team to evaluate building systems and materials that are within budget and are available within the approved schedule.

1. Based on the accepted Design Documents and any adjustments authorized by Owner in the program, schedule or construction budget, Architect shall prepare, for approval by Owner, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate to describe the improvements for accurate preliminary pricing and Owner approval ("Design Development Documents").

2. The Design Development Documents shall provide greater details in the plans, sections and elevations. These drawings will incorporate construction details, room locations, and equipment locations. These drawings will also incorporate initial design drawings from any Subcontractors of Architect. The Design Development Documents shall include the preparation of a manual of specifications for the selection and installation of building elements, components, materials to be used, and equipment to be installed, as well as the controlling characteristics, installation techniques, or performance levels of these items. The Design Development Documents shall comply with all applicable Laws.

3. Architect shall provide interior design and other similar services including the development of preliminary budgets required for or in connection with the selection and availability of color schemes, specific finishes and finish schedules, furniture, furnishings, equipment and related items. Even if finishes or standards are existing, Architect shall indicate the specific manufacture style and color to be matched.

4. If the Project Order involves work in or around an existing structure, Architect shall review available building drawings, examine building systems, and visually examine the existing structure (including limited destructive inspections, if needed and approved by Owner) in order to be able to prepare Construction Documents. Should Architect discover a materially adverse condition with the existing structure, Architect shall notify Owner immediately thereof, and Owner may elect to terminate the Project Order immediately.

5. Architect shall develop proposed office and/or workstation design for each activity or staff level in accordance with the Owner's standards.

6. Architect shall document, as necessary, the locations for project electrical and telecommunications components.

7. Architect shall document reflected ceiling plans

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8. Architect shall document architectural floor plans inclusive of all local conditions including site, zoning and other considerations as needed.

9. Architect shall provide updates to Project cost estimates and the Project completion schedule.

10. Architect shall generate cost benefit analyses as required to analyze and implement energy conservation strategies.

E. CONSTRUCTION DOCUMENTS SERVICES

General: Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project, or in the budget for the Work authorized by Owner, Architect shall prepare for the approval by Owner working drawings, inclusive of civil (if required), structural, architectural, mechanical, plumbing and electrical, and specifications setting forth in detail the requirements for the construction of the Project. Construction Documents will be based on continuing consultation with Owner to assure compliance with Owner's budgetary requirements. Architect shall provide the required documents for the approval of governmental authorities having jurisdiction over the Project.

1. Based on the accepted Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by Owner, Architect shall prepare, for approval by Owner, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project ("Construction Documents"). The Construction Documents shall be complete and adequate to construct the Project fully for its intended use. The drawings and specifications shall set forth all types of components, materials, systems, equipment, and other items to be used or installed in the construction required for the Project. The specifications manual shall reference applicable governing requirements for performance of installation work and incorporate the results of reports from consultants retained to perform work on the Project. Architect will incorporate into any Construction Documents at no extra cost any design, product, system or planning materials provided by Owner.

2. Architect shall advise Owner of any appropriate adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements, general market conditions or other causes as soon as Architect discovers any adjustment is required. At Owner's request, Architect will obtain cost estimates from general contractors to validate the Project budget.

3. Architect shall complete for Owner filing documents required for the approval of governmental authorities having jurisdiction over the Project.

4. If requested by Owner, Architect shall provide a set of Construction Documents to Owner for an internal building or engineering review, in which Architect and a representative from all engineering trades shall attend.

5. Architect shall coordinate placement of equipment, the installation of which shall be performed by contractors or vendors.

6. The Construction Documents and all Work shall comply with all applicable Laws.

7. Architect shall prepare of a complete set of construction documents developed from an Owner approved set of scope documents, prepared on reproducible drawing or medium. One electronic copy of drawings to Owner for review at 50% and 90% completion stages. One electronic copy of each sheet shall be provided to general contractors, as directed by Owner, and to Owner after all required

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corrections are made on the original reproducible documents. The Construction Documents will be sufficient to allow for complete and accurate pricing and construction of the intended space. All Construction Documents shall be complete, thorough and well-coordinated between consultants.

8. Architect shall be responsible for coordinating the Construction Documents with plans prepared by others including its MEP subconsultants or vendors holding material or services contracts with Owner. Architect will provide timely interpretations of the Construction Documents to the selected mechanical, electrical, plumbing and structural engineers and such other consultants or design-build contractors which Owner may employ.

9. Architect shall be responsible for any modifications to the structural system of the building.

10. The architectural Construction Documents package shall consist of all or a portion of the following:

(a) Reference Sheets:

(i) As required by local jurisdiction (or specific to a particular building, as required)

(ii) Typical wall and door details

(iii) Finish schedule

(iv) Millwork elevation(s)

(b) Specification Sheets

(i) Architectural specification requirements

(c) Demolition Plans

(i) Clear depiction of existing walls and doors to remain or to be removed

(ii) Any special conditions

(iii) General notes applicable to the specific project with cross referencing to other demolition notes within Construction Documents

(d) Floor Plan

(i) Existing and new partition locations

(ii) Existing and new door locations

(iii) Millwork locations

(iv) Locations of office equipment & furniture

(v) Wall types

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- (vi) Specification(s) of any specialty items utilized by Owner (to be provided by Owner or Owner's specialty vendors)
- (e) Reflected Ceiling Plan
 - (i) Existing and/or new ceiling grid location
 - (ii) Existing elements to remain, to be relocated or to be removed
 - (iii) New ceiling elements to be installed
 - (iv) Above finished floor ("AFF") dimension
 - (v) Coordination of approved furniture layout (power poles) with proposed lighting, sprinkler and diffuser layouts to eliminate conflict
 - (vi) Recessed projection screen locations
 - (vii) Any applicable ceiling soffit details
- (f) Signage
 - (i) Incorporating Owner's branding standards and wall finishes requirements

11. Architect shall be responsible for the layout and equipment specifications for HVAC distribution, except that the space-planning firm shall show the locations of air diffusers and exhaust grilles on the reflected ceiling plan, based upon the fixture layout provided by the HVAC engineer or Owner.

12. Architect shall ensure that the electrical power circuitry plans shall include, at a minimum, low voltage circuitry plans for life-safety, music and communication system.

13. Architect shall be responsible for plumbing, piping and riser diagrams showing all valves and necessary controls, vents and applicable size and specifications.

14. Architect shall be responsible for fire protection plans, except that Architect shall show the location of each sprinkler head on its reflected ceiling plan, based upon a layout provided by the mechanical engineer.

15. Architect shall prepare drawings showing phone and telecommunications data jack locations, printers and faxes.

16. When requested, Architect shall prepare a permit set of documents showing all required information necessary to obtain a building permit in the designated locality. Architect shall provide the appropriate architect's seal as required.

17. Architect shall employ or contract with qualified and approved landscape architects to complete all required landscape architectural drawings for inclusion in the Construction Documents.

18. Architect shall employ or contract with qualified and approved structural engineers to complete all required structural drawings for inclusion in the Construction Documents.

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19. Architect shall coordinate the services of geotechnical engineers when such services are requested. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. Architect shall review the tests and information prepared pursuant to this Section and notify Owner if Architect has any reason to question such tests or information.

20. Architect shall employ or contract with qualified and approved mechanical, electrical and plumbing engineers to complete all required mechanical, electrical and plumbing ("MEP") engineered drawings for inclusion in the Construction Documents. If necessary, Architect will provide the following:

(a) Engineering surveys (mechanical, plumbing/fire protection, electrical and structural) to evaluate and document the existing capacities and conditions within a defined space.

(b) Engineering Construction Documents sealed by an engineer licensed in the state in which the project is to be completed. These documents shall adhere to all requirements for permit application and approval in accordance with the respective applicable jurisdiction and in compliance with all codes and ADA requirements. The drawings shall be prepared to a level of detail adequate competitively bid the Project, as required by Owner. The package shall consist of all or a portion thereof as follows:

(i) Plumbing systems

(ii) Mechanical systems, including demolition (coordinated with architectural plans), details and equipment specifications

(iii) Electrical systems, including demolition (coordinated with architectural plans), panel board schedule, lighting specifications and power details

(iv) Fire protection systems

(v) Structural systems including demolition of any framing or load-supporting members inclusive of structural analysis, investigation, design and detailing

F. BIDDING AND NEGOTIATION SERVICES (PROCUREMENT PHASE)

1. Architect shall assist Owner in the preparation of the necessary bidding information, bidding forms and the form of agreement between Owner and contractors.

2. Following Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, Architect shall assist Owner in identification of qualified bidders, obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

3. Architect shall, with Owner's approval, issue addenda or clarifications to bidders as necessary for clarifications, responses to contractor's request for information, coordination issues, changes, additions and deletions to the completed Construction Documents previously issued for bidding or negotiation.

4. Architect shall prepare documents for alternate, separate or sequential bids or providing services in connection with bidding or negotiation.

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5. Architect shall review bids and make recommendations for award.
6. Architect shall arrange for and conduct a pre-construction conference with Owner, other consultants and the general contractor to mutually agree upon the administration process and to further review critical areas of interface and the impact of long-lead products.
7. Architect shall provide updates to the Project cost estimate and Project completion schedule.
8. If desired by Owner, Architect shall arrange for and conduct a pre-bid conference to present to the bidders information regarding the intent and content of the documents and respond to any questions presented by the bidders.

G. CONSTRUCTION CONTRACT ADMINISTRATION

1. Architect's responsibility to provide Services for the construction phase under this Agreement shall commence with the award of a construction contract and terminate sixty (60) days after the date of substantial completion.
2. Architect shall assist Owner in the preparation, for execution and filing by Owner, of all forms, filings, reports and returns required by any governmental authority having jurisdiction over the Property.
3. The duties, responsibilities and limitations of authority of Architect shall not be restricted, modified or extended without the prior written agreement of Owner.
4. Architect shall conduct or attend pre-construction meetings as requested.
5. Architect shall advise and consult with Owner during construction until final payment to Architect.
6. Architect shall visit the Project site regularly and as frequently as necessary to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed so that when the Work is fully complete, it will be in accordance with the Construction Documents. On the basis of on-site observations, Architect shall keep Owner informed of the progress and quality of the Work and shall inform Owner of any observed defects and deficiencies in the Work. Architect will attend regular coordination meetings, prepare minutes for all meetings attended, prepare field reports, orders, and prepare requests for pricing.
7. Architect shall not have control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, schedule or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the general contractor's failure to perform the Work in accordance with the requirements of the Construction Documents... Architect shall monitor the general contractor's schedules and compliance of the Work with the Construction Documents, and Architect shall immediately notify Owner of any observed failure by the general contractor to meet schedules or comply with Construction Documents.
8. Architect shall at all times have access to the Work wherever it is in preparation or progress.
9. Except as may otherwise be provided in the Construction Documents, Owner and a contractor may communicate through Architect and with Architect's consultants. Notwithstanding

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anything to the contrary in this Agreement, Owner has not relinquished any right to communicate with the contractor directly.

10. Based upon Architect's observations and evaluations of the Work, Architect shall review and make recommendations with respect to the contractors' applications for payment ("Contractor Applications of Payment").

11. If applicable as a part of its review of Contractor Applications for Payment, Architect shall represent to Owner, based on Architect's observations at the site, and to the best of Architect's knowledge and belief, that the Work has progressed to the point indicated in the Contractor Applications for Payment and that the Work is being performed in accordance with the Construction Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Construction Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Construction Documents prior to completion, and (4) to specific qualifications expressed by the Architect..

12. Architect shall notify Owner of Work which does not conform to the Construction Documents. Whenever Architect considers it necessary or advisable for implementation of the intent of the Construction Documents, Architect, after notice to and approval from Owner, may require additional inspection or testing of the Work in accordance with the provisions of the Construction Documents, whether or not such Work is fabricated, installed or completed. If Owner disputes the rejection of any Work and the correction thereof shall involve additional cost or time, Owner shall have the option to accept the existing Work.

13. Architect shall review and take appropriate action upon a contractor's submittals such as shop drawings, product data and samples, for the limited purpose of: checking for conformance with information given and the design concept expressed in the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.. Architect will notify Owner of its confirmation and/or determination. Each submittal will be reviewed and returned as mutually agreed by Architect and general contractor. Architect will provide such information to Owner and advise Owner of the situation. All decisions on finishes, appearances and aesthetics shall be made by Owner.

14. Architect shall prepare change orders and construction change directives, with supporting documentation and data, for Owner's approval and execution in accordance with the Construction Documents. Architect shall confirm with Owner when substantial and final completion of all Work has occurred and shall properly issue certifications of substantial and final completion, as applicable.

15. Architect shall obtain, review and forward to Owner for Owner's review and approval all records, written warranties and related documents required by the Construction Documents. Architect shall compile a list of deficient work requiring remediation including "punch list" items. Architect shall issue a certificate to Owner as and when final payment should be made after all such deficiencies have been remedied.

16. Architect shall provide input on matters concerning performance of the general contractor under the requirements of the Construction Documents. Architect's response to such requests shall be made with reasonable promptness and within any required time limits.

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17. Interpretations of Architect shall be consistent with the intent and reasonably inferable from the Construction Documents and shall be in writing or in the form of drawings. Owner shall be consulted on the intended meaning of the Construction Documents.

18. Architect will provide value engineering for the Projectas to achieve maximum construction cost as identified in the Project Order , update the Construction Document set, address areas of zoning, building code compliance and other governmental relations, respond to requests for information by contractors and others, and provide all detail on drawings reasonably needed by contractors or others to complete the Work consistent with Gensler's specifications.

19. Architect shall record and distribute meeting minutes for design update meetings as required by Owner and as needed for meetings not held with Owner, but held to continue progress of the Project. Contractor shall record and distribute meetings minutes for OAC and other construction meetings.

20. Architect shall provide record documentation in accordance with Section B of Exhibit A-1.

21. Architect shall make revisions to drawings, specifications and other documents after a construction contract has been awarded and when such revisions are necessitated to maintain consistency with approvals or instructions previously given by Owner.

22. Architect shall prepare drawings, specifications and supporting data, assist in evaluating contractor's proposals, and provide other services reasonably required in connection with change orders and construction change directives.

23. Architect shall evaluate substitutions proposed by a contractor and make subsequent revisions to drawings, specifications and other documentation resulting therefrom.

H. MOVE PLANNING AND MOVE COORDINATION SERVICES

1. For an additional service, architect shall perform or assist with the performance of the following move planning and move coordination services:

- (a) Prepare schedule of necessary move activities.
- (b) Prepare inventory furniture and equipment that will be moved.
- (c) Assist in the development of a move services proposal or bid request.
- (d) Meet with move team members to review and provide input into the move plans as may be required.
- (e) Assist with the pre-move preparations such as identifying, in detail, necessary tasks prior to, during and upon completion of relocation activity.
- (f) Interface with the moving crew's work and other service or user groups as may be necessary.
- (g) Upon completion of the move, meet with move team members to review the move and report on any discrepancies, changes or problems.

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I. **CONSTRUCTION COST**

1. The Construction Cost shall include the cost at current market rates of labor and materials furnished by a contractor and equipment designed, specified, selected or specially provided for by Architect, plus a reasonable allowance for a contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Cost does not include the compensation of Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of Owner, such as furniture, fixtures or data and telecommunications equipment.

2. Architect will provide designs at each phase and submit them to a cost estimator hired by the Owner, and revise the drawings in the next phase of design to meet the budget at its cost as identified in the Project Order. If at the time of the execution of the Project Order, the maximum permissible Construction Costs shall not have been determined, then as soon as such limitation shall have been determined, the Parties hereto shall sign a letter agreement or supplement to the Project Order identifying and referring to it, and specifying the sum constituting said limitation. Such letter agreement or supplement, upon execution thereof, shall constitute an integral part of this Agreement.

3. During the development of the design the Owner or Owner's Cost Estimator shall, in accordance with this Exhibit A-2, prepare estimates of the Construction Costs. If any estimate exceeds the amount stipulated in the Project Order, the design and/or specifications shall, at the request of Owner, be modified by Architect in the next design phase until the estimated costs are within the stipulated amount. The stipulated amount (including such increases, if any, authorized in writing by Owner) shall constitute the basis for the working Design Development Documents, or revisions thereof.

4. If the lowest bona fide bids for the Work are in excess of the estimate, due to causes beyond the control of Architect as defined below or exceed the estimate by not more than five percent (5%), and Owner requests major changes in the working Design Development Documents for the purpose of reducing the cost to the stipulated amount, appropriate changes shall be made by Architect, and Owner shall pay Architect for such changes at the rate specified in the Project Order or as mutually agreed by the Parties

5. If the bona fide low bids for the Work exceed the estimate by more than five percent (5%) due, in whole or in part, to causes within Architect's control, Architect, at the request of Owner, shall change the working Design Development Documents without any additional fee, or Owner, at its option, may direct that the Work be performed as originally designed by Architect, Causes beyond Architect's control shall include but not be limited to any of the following:

- (a) the receipt of fewer than three (3) bona fide bids;
- (b) delay by Owner in inviting bids beyond three (3) months after approval of the final Construction Documents; or
- (c) restrictions on material suppliers imposed by any governmental agency;
- (d) Inaccurate or incomplete cost estimations by Owner or Cost Estimator during the design phase.

6. If the bidding or negotiation of the Work has not commenced within six (6) months after Architect submits the Construction Documents to Owner, any fixed limit of Construction Costs established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The

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adjustment shall reflect changes between the date of submission of the Construction Documents to Owner and the date on which bids were sought.

7. In addition to all other rights of Owner, Owner may refuse to pay Architect any fee or payment with respect to the cost of such Construction Contract change orders or changes in the Project or correcting deficiencies in the Project as shall have been due to the negligent errors or omissions on the part of Architect.

8. Owner shall have the right to make changes, within the general scope of this Agreement, in the Services to be performed or their sequence, schedule or duration. Changes in the Services may also result from changes in the Project, suspension or other delays not caused by Architect, acts or omissions of contractors, regulatory authorities or other governmental agencies, court decisions, legislation and causes beyond the reasonable control of Architect. If any such change not caused or controlled by Architect results in an increase or decrease in the scope of Services under this Agreement or cost thereof, requires that Services previously accomplished be redone or affects the time required for the performance of any part of the Services, Architect shall so notify Owner and an adjustment shall be made to Architect's fees by mutual written agreement.

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EXHIBIT A-3

STANDARD SCOPE OF ADDITIONAL SERVICES

The following Additional Services are not included in Base Services and shall be provided only if authorized or confirmed in writing by Owner in a Project Order and the price therefor is expressly agreed upon by Owner and Architect in writing. The following items are intended to clarify, but not limit, the Additional Services that will be provided for each assignment.

1. Architect shall provide new or additional drawings or specifications in connection with the replacement of Work destroyed or damaged during construction.
2. Architect shall provide new or additional drawings or specifications made necessary by defects or deficiencies in the Work of a contractor.
3. Architect shall provide services in connection with a public hearing, arbitration proceeding or legal proceeding (except where Architect is party thereto, in which case such services shall not be considered to be Additional Services).
- 4.
5. Architect shall provide services in connection with the work of a construction manager or separate consultants retained by Owner.
- 6.
7. Architect shall provide analyses of owning and operating costs.
8. Architect shall provide services for planning space for subtenants of Owner.
9. Architect shall review inventories of materials or equipment and valuations and detailed appraisals of Properties.
10. Architect shall provide services of certain consultants other than those identified in the Base Services responsibilities.
11. Architect shall provide any other services not otherwise included in this Agreement or not customarily furnished to the extent set forth in the Project Order, which shall be provided in accordance with generally accepted architectural practice and the requirements of this Agreement.

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EXHIBIT B

STANDARD FORM OF PROJECT ORDER

Effective Date: January 20, 2016

This Project Order is entered into pursuant to that certain Architect Agreement (the "Architect Agreement"), dated as of January 20, 2016, by and between City of Chicago, a ("Owner"), by its agent, CBRE, INC., and GENSLER ("Architect"). All capitalized terms used but not otherwise defined herein shall have the meanings provided therefor in the Architect Agreement.

1. **AUTHORIZATION AND PROJECT DESCRIPTION.** Owner hereby authorizes, and Architect agrees to perform Services as itemized below in accordance with the terms and conditions of this Project Order and the Architect Agreement. The terms and conditions of the Architect Agreement are incorporated herein by this reference. The terms of this Project Order shall be combined with the Architect Agreement to form the contract for Services at the following Project: **Harold Washington Library – Children’s Library and Prototype – Gensler Project # 21.9731.000.** (the "Project").

2. **REQUIRED SERVICES, FEES AND SCHEDULE.**

see modified fee table included in RFP response.

Service	Required?	Fee Per Service			Billable Unit Cost (per SF)	Completion Date
		Stipulated Fixed Fee	Billable Cost by Hourly Rate (Per Schedule Below)			
I. BASE SERVICES						
Space Programming	[Yes/No]	\$ _____	\$ _____	\$ _____		
Preliminary Space Plans	[Yes/No]	\$ _____	\$ _____	\$ _____		
Schematic Design Services	[Yes/No]	\$ _____	\$ _____	\$ _____		
Design Development Services	[Yes/No]	\$ _____	\$ _____	\$ _____		
Construction Documents Services	[Yes/No]	\$ _____	\$ _____	\$ _____		
Bidding and Negotiation Services	[Yes/No]	\$ _____	\$ _____	\$ _____		
Government Approvals		\$ _____				
Construction Contract Administration	[Yes/No]	\$ _____	\$ _____	\$ _____		
FF&E		\$ _____				

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Service	Required?	Fee Per Service		Billable Unit Cost (per SF)	Completion Date
		Stipulated Fixed Fee	Billable Cost by Hourly Rate (Per Schedule Below)		
Move Planning and Move Coordination Services	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Close Out Services		\$ _____			
Supporting Services		\$ _____			

II. ADDITIONAL SERVICES AND RATE SCHEDULE

(For the description of each Additional Service, refer to Schedule A-3 of the Architect Agreement; only the paragraph number references are included below. Use the space below or attach a separate sheet to include any required additional description.)

Schedule A-3, ¶1	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶2	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶3	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶4	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶5	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶6	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶7	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶8	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶9	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶10	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶11	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶12	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶13	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶14	[Yes/No]	\$ _____	\$ _____	\$ _____	_____
Schedule A-3, ¶15	[Yes/No]	\$ _____	\$ _____	\$ _____	_____

BILLABLE HOURLY RATES FOR ARCHITECT'S STAFF (if applicable)
(Use additional space if needed)

Labor Classification / Job Title	Billable Hourly Rate

REIMBURSABLE EXPENSES
(Use additional space if needed)

Expense	Cost Without Mark-Up

3. MARK-UP FOR ENGAGING SUBCONTRACTORS/CONSULTANTS.

Expressed as a percentage of the Subcontractor's contract value (select if applicable):

- a. Based on Architect contracting directly with the outside engineer or other Subcontractor, a percentage mark-up of: 10 %.
- b. Based on Owner contracting directly with the outside engineer, consultant or other third party, and Architect coordinating and managing the work of that outside engineer, consultant or other third party, a percentage mark-up of: %.

4. MAXIMUM COMPENSATION.

For all of the Services to be performed by Architect pursuant to this Project Order and any other services included as part of the Base Services and/or Additional Services, the total of Architect's compensation shall not exceed the following:

Architect's Maximum Fees (Base + Additional Services):	\$ <u>133,000</u>
Architect's Maximum Reimbursable Expenses:	\$ <u>5,550</u>
Supporting Services	\$ <u>35,500</u>
Total of Architect's Maximum Compensation:	\$ <u>168,500</u>

5. TIME OF PERFORMANCE.

Architect shall commence Services on _____, 20__ (or ___ days after a notice to proceed is issued by Owner), and Services shall be completed by the dates indicated in the table set forth in Section 2 above. Architect shall advise Owner in the event the Services fall behind the planned schedule to complete the Work within the time periods incorporated herein. Thereafter, Architect will coordinate with Owner and its contractors to comply with Owner's required dates for contract award, construction, and occupancy.

6. MAXIMUM CONSTRUCTION COST.

Architect shall limit the design of the Work and prepare the Design Development Documents so that the maximum Construction Costs (as defined in Exhibit A-2 of the Architect Agreement) shall not exceed the sum of [one million, two hundred thousand dollars Dollars (\$ 1,200,000.00)].

ATTACHMENT 1
Gensler Assignment

Accepted and Agreed:

Architect: ,

]

By: DAVID BROZ, AIA
Name: _____
Title: PRINCIPAL
Date: 04-11-16

Manager:

CBRE, INC.

]

By: CBRE, Inc.
Name: William Vail
Title: Senior Director Asset Services
Date: 04/13/16

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EXHIBIT C

INSURANCE REQUIREMENTS

1. This Exhibit sets forth the minimum amounts and scope of insurance coverage required under this Agreement and should not be construed in any way as a limitation of Architect's liability under this Agreement, including, without limitation, liability for claims denied or rejected by Architect's insurance company or the insurance companies of its agents or Subcontractors. Architect shall not commence any Services until Architect has fulfilled all of the insurance requirements herein. Throughout the Term, and for so long as Architect is rendering Services, Architect shall maintain in full force and effect the insurance coverages set forth below, at its sole cost and expense, covering the activities of Architect, its employees, agents and Subcontractors under this Agreement:

1.1. Commercial General Liability. Commercial General Liability Insurance on ISO Form CG 00 01 10 01 or equivalent form, on an occurrence basis, with the following coverages: Premises/Operations, Elevators and Escalators, Independent Contractors, Products-Completed Operations, Personal Injury, Broad Form Property Damage (including Completed Operations), and afford coverage for the X, C, and U hazards, employees as insureds, Fire Legal Liability and Contractual Liability covering the insurable liabilities assumed by Architect under this Agreement, with a Combined Single Limit for Bodily Injury and Property Damage of not less than \$2,000,000 and \$2,000,000 aggregate limit. Such policy shall also include an additional insured endorsement as specified in Section 2 below.

1.2. Automobile Liability. Business Auto Coverage form or equivalent, including all owned, non-owned and hired vehicles, with minimum limits of liability to meet all requirements of the federal Motor Cargo Safety Administration Financial Responsibility rules and any state rules which may supersede the federal requirements but not less than \$1,000,000 combined single limit per occurrence.

1.3. Worker's Compensation. Workers' compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements and providing coverage for any Architect Employee entering onto the Property, even if not required by statute.

1.4. Employer's Liability. Coverage 'B' Employer's Liability with limits of at least \$1,000,000 per accident per employee; \$1,000,000 per disease per employee; and \$1,000,000 per disease policy limit.

1.5. Employee Fidelity Bond or Commercial Crime Insurance of not less than \$2,000,000. Owner and CBRE each shall be named as "Loss Payee, as its Interests May Appear" regarding such Fidelity Bond or crime coverage.

1.6. Umbrella Liability. Such insurance shall follow form on concurrent terms with and provide coverage with limits of not less than \$3,000,000 per occurrence and \$3,000,000 in the aggregate in excess of the underlying coverages listed in Sections 1.1, 1.2, and 1.4 above.

1.7. Errors and Omissions. Architect shall obtain and maintain Professional Liability (E&O) insurance providing limits of not less than \$2,000,000 per claim and \$5,000,000 in the aggregate. The coverage shall be continued by renewal or extended reporting provision for not less than three (3) years after completion of the Services.

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2. All insurance policies shall be in customary forms and shall be issued by companies licensed to do business in the states where the Property is located, and rated "A," FSC Class X or better by the most current Best's Insurance Reports and shall require at least thirty (30) days' written notice as provided in the policies. Architect shall deliver certificates evidencing such insurance coverage to Owner before commencement of the Term, upon any renewal of such insurance during the Term not less than thirty (30) days prior to the expiration dates of any policy shown on the certificates then in effect, and otherwise from time to time upon request by Owner. The certificate(s) shall include copies of endorsements to Architect's commercial general liability and automobile liability policies that show that Owner and CBRE (including all participating affiliates) are included as additional insured(s) on ISO Form CG 20 10 11 85 or its equivalent, covering the additional insureds for liability arising from all operations and completed operations of Architect for as long as the additional insureds may be exposed to liability arising from Architect's work. Architect shall be responsible for the amount of any deductible contained in any of the above-described insurance policies and certificates of insurance. Architect's insurance shall be deemed primary with respect to coverage extended to the additional insureds, whose insurance shall be excess and non-contributory with that required of Architect hereunder. To the fullest extent permitted by Law, the General Commercial, Auto and Worker's Compensation policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation against the Indemnified Parties. Owner may require additional coverage if the work to be performed is, in Owner's judgment, sufficiently hazardous. Architect shall require or provide the same minimum insurance requirements as listed above from all of its Subcontractors unless otherwise agreed by Owner in writing.

C-2

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D-1

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Work Authorization Number 05 Pricing consult

Project	Chicago Public Library Children's Library Design	Date	May 10, 2016
Project Location	Harold Washington Library	Project Number	21.9731.000
Client	CBRE	File	1WA This is page 1 of 2

Services to be performed pursuant to the Original or Master Agreement (if any), dated
Architectural Agreement for Ongoing Contract Design Services dated 4.11.2016

If there is no Original or Master Agreement referenced above, the attached Work Authorization Terms and Conditions shall apply.

Other References

Services not included (this list is not exhaustive)
Those not listed below

Fee and Basis	<input checked="" type="checkbox"/> Lump Sum of \$ <u>6,600</u>	<input checked="" type="checkbox"/> Plus Reimbursable Expenses (no mark-up)
	<input type="checkbox"/> Hourly	<input type="checkbox"/> Plus Consultants which are not listed as included in fee (10% mark-up)
	<input type="checkbox"/> Hourly, not to exceed \$ _____ without prior authorization	<input type="checkbox"/> Other: _____

Date Services to Begin	<input type="checkbox"/> _____ (specify date)
	<input checked="" type="checkbox"/> Immediately after Work Authorization approval

Services projected to be completed no later than the following, if indicated	<input checked="" type="checkbox"/> <u>7/1/2016</u> (specify date)
	<input type="checkbox"/> _____ Working days after Work Authorization approval

Services requested by	Suzanne Kahle	Date of Request	March 4, 2016
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Gensler Authorization by	_____	Date Signed	
	David Broz		

Client Authorization by	_____	Date Signed	
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Authorization is confirmed for Gensler to perform the following services:

The original fee proposed assumed that contractor selection would have occurred at the beginning of design, which would allow for the GC leading the pricing exercises. Since the team was not able to secure a contractor for the project until formal bidding, we now need to secure a pricing consultant to perform these services.

We respectfully request consideration for the inclusion of Faithful & Gould for the pricing exercise as follows:

Previously approved (WA 01)
SD Pricing, DD Pricing @ \$6k Each.
CD Pricing: \$6,000.

We respectfully request this additional service for \$6,000 plus 10% mark up as in base contract.

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Work Authorization Number 05 Pricing consult Terms and Conditions



Project	Chicago Public Library Children's Library Design	Date	May 10, 2016
Project Location	Harold Washington Library	This is page	2 of 2

1. The provisions on page 1 of this Work Authorization take precedence over these Terms and Conditions. Where a portion of one document is amended by another of a later date, all unmodified portions shall remain in effect. The terms "Gensler" and "Client" include each party's authorized representatives, officers, directors, shareholders, and employees. This Work Authorization shall not create a contractual relationship or duty to any third party.
2. Client shall provide full information regarding the requirements for the Project, and Gensler shall be entitled to rely upon the accuracy and completeness of such information.
3. The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Gensler are instruments of service and shall remain Gensler's property. Upon completion of Gensler's services and payment of all amounts due Gensler, Client may retain copies or reproductions of the Documents and/or Data for information and reference in connection with Client's use and occupancy of the completed Project. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.
4. Gensler shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.
5. Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.
6. Gensler agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Gensler, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.
7. Client acknowledges that Gensler has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.
8. Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Gensler's and Gensler's consultants' standard rate schedules, which are subject to periodic adjustment. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:
 - (a) Data communications, telecommunications, reproduction, shipping, handling, and delivery.
 - (b) Mileage, tolls, cab fares, and parking.
 - (c) Renderings, models, computer modeling, mock-ups, and photography.
 - (d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
 - (e) Authorized out-of-town travel, including travel time, out of town living expenses, and long distance communications.
 - (f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.
9. Progress payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of Gensler's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of Gensler's invoice shall be assessed a service charge of one and one half percent (1 1/2%) per month. This Work Authorization anticipates that Gensler's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established, Gensler's compensation shall be equitably adjusted.
10. This Work Authorization may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Work Authorization. Client's failure to make payments to Gensler in accordance with this Work Authorization shall constitute substantial nonperformance and cause for termination or suspension.
11. This Work Authorization shall be governed by the law of the location of Gensler's office identified on page 1 of this Work Authorization. This Work Authorization represents the entire and integrated agreement between Client and Gensler and supersedes all prior negotiations, representations, or agreements.

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Work Authorization Number 04

Gensler

Project	Chicago Public Library Children's Library Design	Date	May 10, 2016
Project Location	Harold Washington Library	Project Number	21.9731.000
Client	CBRE	File	1WA This is page 1 of 2

Services to be performed pursuant to the Original or Master Agreement (if any), dated
Architectural Agreement for Ongoing Contract Design Services dated 4.11.2016

If there is no Original or Master Agreement referenced above, the attached Work Authorization Terms and Conditions shall apply.

Other References

Services not included (this list is not exhaustive)
Those not listed below

Fee and Basis	<input checked="" type="checkbox"/> Lump Sum of \$ 2970	<input checked="" type="checkbox"/> Plus Reimbursable Expenses (no mark-up)
	<input type="checkbox"/> Hourly	<input type="checkbox"/> Plus Consultants which are not listed as included in fee (10% mark-up)
	<input type="checkbox"/> Hourly, not to exceed \$ _____ without prior authorization	<input type="checkbox"/> Other: _____

Date Services to Begin

_____ (specify date)
 Immediately after Work Authorization approval

Services projected to be completed no later than the following, if indicated

8/1/2016 (specify date)
 _____ Working days after Work Authorization approval

Services requested by Suzanne Kahle **Date of Request** March 4, 2016

Gensler Authorization by _____ **Date Signed**

David Broz

Client Authorization by ROBERT WISLOW **Date Signed** 7/17/16

Authorization is confirmed for Gensler to perform the following services:

Structural work was not anticipated and not included in the original proposal of basic services. During the course of the design process, the team proposed removing the existing interior sky lights and infilling the floor slab in these locations. This suggestion was approved by the Library, and has been incorporated into the documents. As the project is pursuing a self-certification permit, structural peer review services are required by the City of Chicago for structural scope.

We respectfully request consideration for the inclusion of Allan H Gold Structural Engineering, PC for Structural Peer Review services for a lump sum of two-thousand seven-hundred dollars (\$2,700) plus a 10% mark-up as in base contract.

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Suite 300
Chicago IL 60602
Tel: +1 312.456.0123
Fax: +1 312.456.0124

Work Authorization Number 04

Terms and Conditions

Project	Chicago Public Library Children's Library Design	Date	May 10, 2016
Project Location	Harold Washington Library	This is page	2 of 2

1. The provisions on page 1 of this Work Authorization take precedence over these Terms and Conditions. Where a portion of one document is amended by another of a later date, all unmodified portions shall remain in effect. The terms "Gensler" and "Client" include each party's authorized representatives, officers, directors, shareholders, and employees. This Work Authorization shall not create a contractual relationship or duty to any third party.

2. Client shall provide full information regarding the requirements for the Project, and Gensler shall be entitled to rely upon the accuracy and completeness of such information.

3. The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Gensler are instruments of service and shall remain Gensler's property. Upon completion of Gensler's services and payment of all amounts due Gensler, Client may retain copies or reproductions of the Documents and/or Data for information and reference in connection with Client's use and occupancy of the completed Project. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.

4. Gensler shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

5. Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.

6. Gensler agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Gensler, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.

7. Client acknowledges that Gensler has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.

8. Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Gensler's and Gensler's consultants' standard rate schedules, which are subject to periodic adjustment. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:

(a) Data communications, telecommunications, reproduction, shipping, handling, and delivery.

(b) Mileage, tolls, cab fares, and parking.

(c) Renderings, models, computer modeling, mock-ups, and photography.

(d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.

(e) Authorized out-of-town travel, including travel time, out of town living expenses, and long distance communications.

(f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.

9. Progress payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of Gensler's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of Gensler's invoice shall be assessed a service charge of one and one half percent (1 1/2%) per month. This Work Authorization anticipates that Gensler's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established, Gensler's compensation shall be equitably adjusted.

10. This Work Authorization may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Work Authorization. Client's failure to make payments to Gensler in accordance with this Work Authorization shall constitute substantial nonperformance and cause for termination or suspension.

11. This Work Authorization shall be governed by the law of the location of Gensler's office identified on page 1 of this Work Authorization. This Work Authorization represents the entire and integrated agreement between Client and Gensler and supersedes all prior negotiations, representations, or agreements.

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Work Authorization Number 03

Project	Chicago Public Library Children's Library Design	Date	May 10, 2016
Project Location	Harold Washington Library	Project Number	21.9731.000
Client	CBRE	File	1WA This is page 1 of 2

Services to be performed pursuant to the Original or Master Agreement (if any), dated
Architectural Agreement for Ongoing Contract Design Services dated 4.11.2016

If there is no Original or Master Agreement referenced above, the attached Work Authorization Terms and Conditions shall apply.

Other References

Services not included (this list is not exhaustive)
Those not listed below

Fee and Basis	<input checked="" type="checkbox"/> Lump Sum of \$ 5500	<input checked="" type="checkbox"/> Plus Reimbursable Expenses (no mark-up)
	<input type="checkbox"/> Hourly	<input type="checkbox"/> Plus Consultants which are not listed as included in fee (10% mark-up)
	<input type="checkbox"/> Hourly, not to exceed \$ _____ without prior authorization	<input type="checkbox"/> Other: _____

Date Services to Begin	<input type="checkbox"/> _____ (specify date)
	<input checked="" type="checkbox"/> Immediately after Work Authorization approval

Services projected to be completed no later than the following, if indicated	<input checked="" type="checkbox"/> 7/1/2016 (specify date)
	<input type="checkbox"/> _____ Working days after Work Authorization approval

Services requested by	Suzanne Kahle	Date of Request	March 4, 2016
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Gensler Authorization by	_____	Date Signed	
	David Broz		

Client Authorization by	_____	Date Signed	
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Authorization is confirmed for Gensler to perform the following services:

Structural work was anticipated and not included in the original proposal of basic services. During the course of the design process, the team proposed removing the existing interior sky lights and infilling the floor slab in these locations. This suggestion was approved by the Library, and has been incorporated into the documents. Structural engineering services are required to document this change and provide the required calculations for permit.

We respectfully request consideration for the inclusion of Rockey Structures for Structural Engineering services for a lump sum of five-thousand dollars (\$5,000) plus a 10% mark-up as in base contract.

Additionally, as the project is being submit for permit through the self-certification process, structural peer review services will be required for this scope of work. We have solicited fees from an approved structural peer reviewer and will submit a subsequent work authorization for that scope.

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Fax: +1 312.456.0124

Work Authorization Number 03

Terms and Conditions

Project	Chicago Public Library Children's Library Design	Date	May 10, 2016
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Project Location	Harold Washington Library	This is page	2 of 2
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- The provisions on page 1 of this Work Authorization take precedence over these Terms and Conditions. Where a portion of one document is amended by another of a later date, all unmodified portions shall remain in effect. The terms "Gensler" and "Client" include each party's authorized representatives, officers, directors, shareholders, and employees. This Work Authorization shall not create a contractual relationship or duty to any third party.
- Client shall provide full information regarding the requirements for the Project, and Gensler shall be entitled to rely upon the accuracy and completeness of such information.
- The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Gensler are instruments of service and shall remain Gensler's property. Upon completion of Gensler's services and payment of all amounts due Gensler, Client may retain copies or reproductions of the Documents and/or Data for information and reference in connection with Client's use and occupancy of the completed Project. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.
- Gensler shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.
- Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.
- Gensler agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Gensler, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.
- Client acknowledges that Gensler has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.
- Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Gensler's and Gensler's consultants' standard rate schedules, which are subject to periodic adjustment. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:
 - Data communications, telecommunications, reproduction, shipping, handling, and delivery.
 - Mileage, tolls, cab fares, and parking.
 - Renderings, models, computer modeling, mock-ups, and photography.
 - Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
 - Authorized out-of-town travel, including travel time, out of town living expenses, and long distance communications.
 - Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.
- Progress payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of Gensler's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of Gensler's invoice shall be assessed a service charge of one and one half percent (1 1/2%) per month. This Work Authorization anticipates that Gensler's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established, Gensler's compensation shall be equitably adjusted.
- This Work Authorization may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Work Authorization. Client's failure to make payments to Gensler in accordance with this Work Authorization shall constitute substantial nonperformance and cause for termination or suspension.
- This Work Authorization shall be governed by the law of the location of Gensler's office identified on page 1 of this Work Authorization. This Work Authorization represents the entire and integrated agreement between Client and Gensler and supersedes all prior negotiations, representations, or agreements.

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Work Authorization Number 02 ext schedule



Project	Chicago Public Library Childrens Library Design	Date	March 29, 2016
Project Location	Chicago Illinois	Project Number	21.9731.000
Client	CBRE	File	1WA This is page 1 of 3

Services to be performed pursuant to the Original or Master Agreement (if any), dated
Notice to Proceed, contract pending

If there is no Original or Master Agreement referenced above, the attached Work Authorization Terms and Conditions shall apply.

Other References

Services not included (this list is not exhaustive)
those not listed below.

Fee and Basis	<input checked="" type="checkbox"/> Lump Sum of \$ _____ Extended Design and Meeting Schedule \$21,120	<input type="checkbox"/> Plus Reimbursable Expenses (15% mark-up)
	<input type="checkbox"/> Hourly	<input type="checkbox"/> Plus Consultants which are not listed as included in fee (15% mark-up)
	<input type="checkbox"/> Hourly, not to exceed \$ _____ without prior authorization	<input checked="" type="checkbox"/> Other: Reimbursable expenses per base master contract

Date Services to Begin	<input type="checkbox"/> _____ (specify date)
	<input checked="" type="checkbox"/> Immediately after Work Authorization approval

Services projected to be completed no later than the following, if indicated	<input checked="" type="checkbox"/> 7/1/16 (specify date)
	<input type="checkbox"/> _____ Working days after Work Authorization approval

Services requested by	Suzanne Kahle	Date of Request	March, 2016
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Gensler Authorization by	Date Signed
_____ David G. Broz, AIA, Principal	

Client Authorization by	Date Signed
 Suzanne Kahle, CBRE, Senior Director, Asset Services	04-25-2016

Authorization is confirmed for Gensler to perform the following services:

Overview:

We are excited for the progress made on the Harold Washington Library Childrens renovation project. When we started this project and provided our fee, it was anticipated that it would be very accelerated process with design and documentation occurring over just a few short months with limited meetings and limited intermediate start and stops. Construction was planned to start in May, 2016. We had anticipated CBRE being able to secure a contractor for the project as a preselected process, which would result in a collaborative design/ construction discovery and design process.

However, the ultimate contractor procurement process has required that PBC secure the contract and has resulted in the design portion of the project be extended to accommodate a slower pace of design.

We respectfully request consideration for these design fee changes for our Gensler team as described below.

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Work Authorization Number 02 ext schedule continued

Project	Chicago Public Library Childrens Library Design	Date	March 29, 2016
Project Location	Chicago Illinois	This is page	2 of 3

Extended Design and Meeting Schedule:
Original Bid schedule was as follows

Description	Bid Schedule Start	Revised Schedule Start
Vision	12/14 [4 wks]	
SD	1/11 [3 wks]	
DD	2/1 [3 wks]	3/2
CD	2/22 [5 wks]	3/30
Bid		5/4
CA	4/18 start – 7/8 complete	

The result schedule shift of 6 weeks, has increased the number of meetings and design time/ preparation for these meetings. We are not requesting additional time for the senior team (Brian V, Dave B, Sarah J) but rather just Dena who is the day to day worker on the assignment. 6 weeks of her time x 40 hrs a week x \$110/hr = \$26,400. While it might reasonably be assumed that some of these efforts could have been figured in the original compressed, time shortened schedule, there are still the additional weekly meetings, additional starts and stops based on the extended time and the inherent inefficiencies of drawing the team out.

We respectfully request this additional service for \$26,400 x 20% discount for previously required time/ etc. = \$21,120

Work Authorization Number 02 ext schedule Terms and Conditions

Project	Chicago Public Library Childrens Library Design	Date	March 29, 2016
Project Location	Chicago Illinois	This is page	3 of 3

1. The provisions on page 1 of this Work Authorization take precedence over these Terms and Conditions. Where a portion of one document is amended by another of a later date, all unmodified portions shall remain in effect. The terms "Gensler" and "Client" include each party's authorized representatives, officers, directors, shareholders, and employees. This Work Authorization shall not create a contractual relationship or duty to any third party.

2. Client shall provide full information regarding the requirements for the Project, and Gensler shall be entitled to rely upon the accuracy and completeness of such information.

3. The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Gensler are instruments of service and shall remain Gensler's property. Upon completion of Gensler's services and payment of all amounts due Gensler, Client may retain copies or reproductions of the Documents and/or Data for information and reference in connection with Client's use and occupancy of the completed Project. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.

4. Gensler shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

5. Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.

6. Gensler agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Gensler, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.

7. Client acknowledges that Gensler has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.

8. Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Gensler's and Gensler's consultants' standard rate schedules, which are subject to periodic adjustment. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:

(a) Data communications, telecommunications, reproduction, shipping, handling, and delivery.

(b) Mileage, tolls, cab fares, and parking.

(c) Renderings, models, computer modeling, mock-ups, and photography.

(d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.

(e) Authorized out-of-town travel, including travel time, out of town living expenses, and long distance communications.

(f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.

9. Progress payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of Gensler's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of Gensler's invoice shall be assessed a service charge of one and one half percent (1 1/2%) per month. This Work Authorization anticipates that Gensler's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established, Gensler's compensation shall be equitably adjusted.

10. This Work Authorization may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Work Authorization. Client's failure to make payments to Gensler in accordance with this Work Authorization shall constitute substantial nonperformance and cause for termination or suspension.

11. This Work Authorization shall be governed by the law of the location of Gensler's office identified on page 1 of this Work Authorization. This Work Authorization represents the entire and integrated agreement between Client and Gensler and supersedes all prior negotiations, representations, or agreements.

11 East Madison Street
Suite 300
Chicago IL 60602
Tel: +1 312.456.0123
Fax: +1 312.456.0124

Work Authorization Number 01 pricing consult



Project	Chicago Public Library Childrens Library Design	Date	March 29, 2016
Project Location	Chicago Illinois	Project Number	21.9731.000
Client	CBRE	File	1WA This is page 1 of 2

Services to be performed pursuant to the Original or Master Agreement (if any), dated
Notice to Proceed, contract pending

If there is no Original or Master Agreement referenced above, the attached Work Authorization Terms and Conditions shall apply.

Other References

Services not included (this list is not exhaustive)
those not listed below.

Fee and Basis	<input checked="" type="checkbox"/> Lump Sum of \$ _____ Extended Design and Meeting Schedule \$13,200	<input type="checkbox"/> Plus Reimbursable Expenses (15% mark-up)
	<input type="checkbox"/> Hourly	<input type="checkbox"/> Plus Consultants which are not listed as included in fee (15% mark-up)
	<input type="checkbox"/> Hourly, not to exceed \$ _____ without prior authorization	<input checked="" type="checkbox"/> Other: Reimbursable expenses per base master contract

Date Services to Begin	<input type="checkbox"/> _____ (specify date)
	<input checked="" type="checkbox"/> Immediately after Work Authorization approval

Services projected to be completed no later than the following, if indicated	<input checked="" type="checkbox"/> 7/1/16 (specify date)
	<input type="checkbox"/> _____ Working days after Work Authorization approval

Services requested by	Suzanne Kahle	Date of Request	March, 2016
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Gensler Authorization by	Date Signed
David G. Broz, AIA, Principal	

Client Authorization by	Date Signed
 CBRE, Senior Director, Asset Services	04-25-16

Authorization is confirmed for Gensler to perform the following services:

Overview:

The original fee proposed assumed that contractor selection would have occurred at the beginning of design, which would allow for the GC leading the pricing exercises. Since the team was not able to secure a contractor for the project until formal bidding, we now need to secure a pricing consultant to perform these services.

We respectfully request consideration for the inclusion of Faithful & Gould for the pricing exercise as follows:

SD Pricing: \$6,000
CD Pricing: \$6,000

We respectfully request this additional service for \$12,000 plus 10% mark up as in base contract.

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Work Authorization Number 01 pricing consult Terms and Conditions

Project	Chicago Public Library Childrens Library Design	Date	March 29, 2016
Project Location	Chicago Illinois	This is page	2 of 2

1. The provisions on page 1 of this Work Authorization take precedence over these Terms and Conditions. Where a portion of one document is amended by another of a later date, all unmodified portions shall remain in effect. The terms "Gensler" and "Client" include each party's authorized representatives, officers, directors, shareholders, and employees. This Work Authorization shall not create a contractual relationship or duty to any third party.

2. Client shall provide full information regarding the requirements for the Project, and Gensler shall be entitled to rely upon the accuracy and completeness of such information.

3. The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Gensler are instruments of service and shall remain Gensler's property. Upon completion of Gensler's services and payment of all amounts due Gensler, Client may retain copies or reproductions of the Documents and/or Data for information and reference in connection with Client's use and occupancy of the completed Project. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.

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