

PUBLIC BUILDING COMMISSION OF CHICAGO



**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1488**

**With
BLDD / BROOK ARCHITECTS JOINT VENTURE, LLC
TO PROVIDE
ARCHITECT OF RECORD SERVICES
FOR**

**GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
PROJECT NO. 05240
CHICAGO, ILLINOIS**

**Mayor Richard M. Daley
Chairman**

**Erin Lavin Cabonargi
Executive Director**

**Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, Illinois 60602
www.pbcchicago.com**

EXECUTION PAGE

ARCHITECT OF RECORD SERVICES

GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488

THIS AGREEMENT effective as of February 10, 2009, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **BLDD / Brook Architects Joint Venture, LLC**, with offices at 833 W. Jackson, Suite 100, Chicago, Illinois 60607, (the "**Architect**"), at Chicago, Illinois.

Background Information – Recitals:

Whereas, The **Commission** on behalf of the **Chicago Public Schools** (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of the following facility or facilities in Chicago, Illinois described in Schedule A attached to the Agreement (the "**Project**"):

GWENDOLYN BROOKS COLLEGE PREARATORY ACADEMY

Whereas, the **Commission** requires certain professional services described in the Agreement, in connection with the **Project** and desires to retain the **Architect** on the terms and conditions set forth in the Agreement to perform such **Services**. The **Architect** desires to be so retained by the **Commission** and has represented to the **Commission** that the **Architect** has the knowledge, skill, experience and other resources necessary to perform the **Services** in the manner provided by the Agreement.

Whereas, the **Architect** has consulted with the **Commission** and the **User Agency**, made site inspections, and taken such other actions as the **Architect** deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the **Project** and the **Services**. The **Architect** represents that it is qualified and competent by education, training and experience to prepare drawings, specifications and construction documents necessary to complete the **Project** in accordance with standards of reasonable professional skill and diligence.

Whereas, the **Construction Budget** for the **Project** will be established by the **Commission** after completion of **Schematic Design** based upon the requirements of the **Project** and allowances for cost escalation and **Project contingencies**.

Whereas, the **Commission** has relied upon the **Architect's** representations in selecting the **Architect**.

PUBLIC BUILDING COMMISSION OF CHICAGO

NOW THEREFORE, the parties agree on the terms and conditions that follow:

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

Richard M. Daley
Richard M. Daley
Chairman

Date: _____

Attest:
Edgwick Johnson
Edgwick Johnson
Secretary

Date: 4/28/09

ARCHITECT, BLDD / BROOK ARCHITECTS JOINT VENTURE, LLC:

Tim McGrath
Tim McGrath
Principal

Date: Feb. 20, 2009

RaMonna Westbrook
RaMonna Westbrook
Principal

Date: 2-20-09

County of: McLean

State of: Illinois

Subscribed and sworn to before me by Tim McGrath on behalf of Architect
this 20 day of February 2009

Elizabeth A. Kessinger
Notary Public

My Commission expires: (SEAL OF NOTARY)



Article I. INCORPORATION OF RECITALS

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

Article II. DEFINITIONS AND USAGE

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

- (a) **Agreement.** This Agreement for Architect-of-Record Services, between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- (b) **Architect.** The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (c) **AOR's Estimate of Probable Construction Cost.** The Architect's professional opinion of the cost to necessary construct the Project and furnish all items required to complete the Project as described in the corresponding design phase Deliverables prepared by the Architect in accordance with the Agreement.
- (d) **Authorized Commission Representatives.** One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission
- (e) **Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (f) **Construction Budget.** The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project which must be shown or described in the Contract Documents to be prepared by the Architect in accordance with this Agreement. The Construction Budget does not include any payments made to the Architect or Commission Consultants or reimbursable expenses pursuant to Schedule D.
- (g) **Additional Services.** Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.
- (h) **Contract Documents.** All of the Contract documents for the construction and improvement of the Project including the Bidding Instructions, Standard Terms and Conditions for Construction Contracts, Technical Specifications, Drawings, Addenda, Bulletins and Modifications to those parts.
- (i) **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (j) **Deliverables.** The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required, under this Agreement, to provide to the Commission.

- (k) Design Architect. The Design Architect is the person retained by the Commission for the purpose of preparing the prototype and concept design documents for the Project.
- (k) Key Personnel. Those job titles and individuals identified in Schedule F.
- (l) Project. **Gwendolyn Brooks College Preparatory Academy**
- (m) Project Schedule. The Project Schedule will be provided to the Architect in CPM and/or summary bar chart form. The Project Schedule will represent the information in Book 1 of the Contract Documents approved by the Commission for the Project. The Project Schedule will clearly identify major activities within the Project, including each phase of planning, design and construction. The Architect must provide details of their pre-construction activities and will promptly notify the Authorized Commission Representative whenever there is an actual or projected variance to the Project Schedule.
- (n) Record Documents. Drawings prepared by the Architect in an electronic editable format approved by the Commission showing significant changes in the work made during construction, based on marked-up prints, drawings, shop drawings and other data furnished by the Project's building contractor.
- (o) Services. Collectively, the duties, responsibilities and tasks that are necessary to allow the Architect to provide the Scope of Services required by the Commission under this Agreement.
- (p) Subconsultant or Subcontractor. Any person or entity hired or engaged by the Architect to provide any part of the Services required under the terms of this Agreement.
- (q) User Agency. The governmental agency or agencies identified in the Background Information that requested the Commission to undertake the construction and/or improvement of the Project.

Section 2.02 Usage and Conventions

- (a) Captions and Headings. The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.
- (b) The term "include," in all its forms, means "include, without limitation" unless stated otherwise.
- (c) Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

Article III. INCORPORATION OF DOCUMENTS

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

Section 3.01 Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

Section 4.03 Adequate Staffing. The Architect must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The Architect must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule F. The level of staffing may be revised from time to time by notice in writing from Architect to the Commission and with prior written consent of the Commission.

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

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

Section 4.06 Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

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

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

Section 4.09 Weekly Meetings. Weekly meetings for the Project and project Team will be scheduled upon the Commission's request for the duration of the Services. The Architect will cause such meetings to be attended by appropriate personnel of the Design Team engaged in performing or knowledgeable of the Services.

Section 4.10 Defects in Project. The Architect must notify the Commission immediately if the Architect obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including construction defects, cost overruns or scheduling delays.

Section 4.11 Performance Standard.

- (a) The Architect represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. This includes, but is not limited to, a thorough review by the Architect of any design documents and/or prototype for the Project prepared by the Commission's Design Architect. The Commission expects the Architect to undertake a thorough review of the concept design documents and/or prototype, and to identify any errors, omissions, inconsistencies or ambiguity in the concept design, as well as any changes in any pertinent code that may have occurred. Regardless of any errors, omissions, inconsistencies or ambiguity in the concept design and/or prototype, the Commission will hold the Architect solely and completely responsible for any and all errors, omissions, inconsistencies and ambiguity in Architect's Deliverables, including, but not limited to, the construction documents for the Project. The Architect further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Architect to perform the Services in the manner required by the Agreement.
- (b) The Architect must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Architect must maintain current copies of any such licenses and provide these copies

upon request by the Commission. The Architect remains responsible for the professional and technical accuracy of all Services furnished, whether by the Architect or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

- (c) The Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- (d) If the Architect fails to comply with the obligations under the standards of the Agreement, the Architect must perform again at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Architect of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Architect either under the Agreement, at law or equity.
- (e) Evaluations of the Commission's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Commission has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

Section 4.12 Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify negligent errors, omissions or ambiguities. The Commission has a committee that reviews the project for alleged errors and omissions by the Architect. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim regarding the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings without additional compensation. Upon notice or discovery, and as directed by the Commission, the Architect will perform, without additional compensation, the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect, damages incurred by the Commission resulting from errors or omissions in the construction documents prepared by the Architect. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Architect's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to terms of this Agreement.

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

Section 4.13 Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Architect, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment absent such written amendment.

Section 4.14 Representation and Covenant by Consultant. Neither the Architect nor any affiliate of the Architect is listed on any of the following lists maintained by the Office Foreign Assets Control of the U.S. Department of the Treasury,

the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 4.15 Subcontract Terms and Conditions. Architect shall include a provision in any and all subcontracts that Architect may enter into for the performance of the Services that states that the subcontractor shall comply with the terms and conditions of this Agreement in its performance of its portion of the Services. In addition, each subcontract for the performance of the Services shall provide that the Commission is a third-party beneficiary to the subcontract, and may enforce any of the subcontract terms including, but not limited to, those pertaining to standard of performance, indemnity and insurance. Nothing in this Agreement, nor any subcontract to this Agreement, shall state, imply or be construed to state or imply that the Commission or its User Agency are indemnitors or insurers of the Architect or Architect's subcontractors. Each subcontract shall further require that by executing the subcontract, the subcontractor consents to an assignment of the subcontract by the Architect to the Commission upon the request of the Commission for such assignment.

Article V. TERM

Section 5.01 Duration. The term of the Agreement begins on the Commencement Date of Services specified in Schedule A, and subject to the provisions in this section, expires upon completion of the Services and acceptance of the Deliverables by the Commission.

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

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

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

- (b) If the Architect is required to resume its Services under this Agreement, the Commission will notify Architect in writing, giving Architect a reasonable period not to exceed 10 days to remobilize itself. The Architect may bill such time spent on remobilization. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule D. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance with the provisions of Schedule C, establishing a revised Completion Date of Services, and Architect will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

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

Section 5.05 *Force Majeure.* Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect is not in default of any obligation of the Architect under the Agreement, the Commission will pay to the Architect, according to the terms of the Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tomadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law.

Article VI. COMPENSATION OF ARCHITECT; REIMBURSEMENT FOR EXPENSES

The Commission will compensate the Architect for the Services in the amount and manner set forth on Schedule D.

Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

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

- (a) *Information.* The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.
- (b) *Review of Documents.* Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.
- (c) *Site Data.* To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:

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- (i) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.
 - (ii) A certified title.
 - (iii) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements
 - (iv) Title information as to restrictions, easements, zoning and deed restrictions.
 - (v) Information concerning availability of both public and service and utility lines. See Schedule A for more details.
 - (vi) If the Architect does procure these or any other services at the request of the Commission, the Architect shall not be liable for the substantive accuracy or completeness of such services, nor shall the Architect be vicariously liable for the procured services.
- (d) Tests and Reports. To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. See Schedule A for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule D.
- (e) Architect's Rights and Obligations with Respect to Commission-Provided Information ("CPI"). Architect may rely upon the CPI provided by the Commission as described in this Section 7.01, provided, however, that the Commission expects the Architect to review such CPI in detail and verify such CPI to the extent it may be reasonable and prudent for the Architect to do so for the proper performance of the Services under this Agreement. The Commission makes no warranties and representations with respect to the accuracy of the information provided. Architect must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI to the Authorized Commission Representative. In the event that Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the CPI, the Commission will consider a request for additional compensation if, and only if, Architect furnishes reasonable and appropriate evidence that Architect has met its obligation to review and verify the CPI.

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

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

Section 7.04 Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Architect or any party engaged by the Architect, pertaining to the Project and/or the Services will be the property of the Commission. Architect shall provide the Commission with opportunity to review all such documents and shall provide

copies to the Commission upon written request. The Architect may reuse standard details and specifications on other projects.

- (a) The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its subcontractors pursuant to this Agreement (the "Work") will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
- (b) The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.
- (c) The Architect represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.
- (d) In addition, the Architect represents that the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the typical practices and performance standard of this Agreement. The Architect will provide the Commission the final plans and specifications for the project in an editable, electronic form. Further, the Architect will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified by the Commission for any damages resulting from any such future re-use or adaptation of the Work by having the Executive Director and Architect execute an Electronic File Transfer Agreement in the form attached to this Agreement as Exhibit C.

Article VIII. INDEMNIFICATION

Section 8.01 Indemnification. The Architect must indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, (including court costs and expert's fees) that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Architect's negligent performance or non-performance of the agreement or of any error or omission or negligent or willfully wrongful act of the Architect, or and any person employed by the Architect, or and any Subcontractor retained by the Architect in connection with this Project.

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

because of any breach of the Agreement.

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

Article IX. INSURANCE MAINTAINED BY THE ARCHITECT

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

Article X. DEFAULT

Section 10.01 Events of Default. Each of the following occurrences constitutes an Event of Default by the Architect under the Agreement:

- (a) Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Architect by the Commission;
- (b) Any representation or warranty of the Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- (c) The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- (d) Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.

- (e) The Architect's material failure to perform any of its obligations under the Agreement, including any of the following:
 - (i) Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to Schedule C in this Agreement;
 - (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;
 - (iv) Discontinuance of the Services for reasons within the Architect's reasonable control; or
 - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
 - (vi) The Architect shall have a ten day period to cure following written notice for the events of default listed here.
- (f) Any change in ownership or control of the Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- (g) The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, the Chicago Public Schools or the Chicago Park District. Architect acknowledges that in event of a default under the Agreement the Commission may also declare a default under any such other agreements.

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

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

Article XI. CLAIMS AND DISPUTES

Section 11.01 General. All Claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract will first be presented to the Authorized Commission Representative. The Architect

will present all disputes which can not be resolved, by discussion with the Authorized Commission Representative, to the Executive Director for final determination, subject to Section 11.04 below.

Section 11.02 Claim Procedure. The Architect will make all requests for determination of claims in writing, specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Architect; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Authorized Commission Representative will have 30 business days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the claim by agreement, but if a negotiated resolution is not achieved, the Authorized Commission Representative must provide a written ruling within 60 days of receipt of the Claim. However, if the Architect agrees in writing, an extension not to exceed sixty (60) days may be granted by the Executive Director. The Dispute must be filed within thirty (30) days of the receipt of the ruling by the Authorized Commission Representative.

Section 11.03 Dispute Procedure. In the event that the Authorized Commission Representative and Architect can not resolve the Claim, the Architect may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 11.02 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

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

Section 11.05 Architect Self-Help Prohibited. The Architect must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on general contractor claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as subconsultants, the general contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling the Architect's claims against the Commission or User Agency will constitute bad faith on the Architect's part. This provision is not intended to prohibit the Architect from exercising its well-considered professional judgment, however, in carrying out its duties and responsibilities under the Agreement.

Article XII. CONFIDENTIALITY

All of the reports, information, or data prepared or assembled by the Architect under the Agreement are confidential, and except as may be necessary to perform its services the Architect must not make such reports, information or data must available to any party without the prior written approval of the Commission. In addition, the Architect must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Agreement, the Project or the Services. If the Architect is served with a subpoena requiring the production of documents or information which is deemed confidential, the Architect will immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the subpoena.

Architect acknowledges and understands that the Deliverables required by the Commission pursuant to this Agreement include the documents that the Commission will use to solicit bids for the construction of [name of project]. It is of the utmost importance to the Commission that any and all information pertinent to such bids not be divulged to any third parties prior to the opening of bids for the Project. Accordingly, Architect and its subcontractors, of any tier, are expressly prohibited from divulging any information that might materially impact a bid for the Project to any person or individual that is not a party to this Agreement. Architect acknowledges and agrees that its obligations to the Commission with respect to information pertinent to bidding on the Project are those of a fiduciary, and that the Commission will hold Architect to the standard of care of a fiduciary in this respect.

Article XIII. ASSIGNMENT

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

Article XIV. RELATIONSHIP OF PARTIES

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

Article XV. GENERAL

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

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

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

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

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

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

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

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

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

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

SCHEDULE A
SCOPE OF SERVICES

ARCHITECT OF RECORD SERVICES

GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488

A. General Requirements

I. Completion of Design of the Project

The Architect serves as the Architect of Record for the Project, providing all Services required to complete the coordinated design of the Project. The Commission retained a Design Architect to develop and modify the prototypes provided by the User Agency, and to monitor the Services and Deliverables prepared by the Architect(s) of Record in order to assist the Commission in verifying that the requirements of the Commission and User Agency are met. The use of prototypes is integral to a number of the goals of the Commission and the User Agency, including the implementation of sustainable design in order to control future operations and maintenance costs.

The Commission has also designated the Authorized Commission Representative to assist the Commission in managing the Project and to have the authority, as specifically directed by the Executive Director, to act on its behalf. The Architect shall cooperate at all times with the Commission, its Authorized Commission Representative, Program Manager and Design Architect in the performance of the Services. Although it is anticipated that the Architect will interface and cooperate with representatives of the User Agency during the course of the Project, the Architect will take direction with respect to the Services solely from the Authorized Commission Representative.

As the Architect of Record, the Architect will (i) work with the prototype provided by the Commission to complete the design for the Project, (ii) prepare and stamp the construction documents that will be issued for bids by the Commission, and (iii) assist the Commission in the oversight of the construction of the Project. The Architect is solely and completely responsible for the completion of the design of the Project, resulting in a complete and usable facility. The Architect is liable for any and all errors and omissions that may be found in the construction documents that are issued to bid for the construction of the Project.

The Commission will provide the Architect with the following documents: 1) the Schematic Design Package for the Project prepared by the Design Architect and 2) the Quality Program Guidelines.

The Schematic Design Package is the prototype for the Project. **Be advised that any and all material deviations from the Schematic Design Package and Site Plan must be requested by the Architect and approved, in writing, by the Authorized Commission Representative prior to being included in any Deliverable for the Project.** The Commission expects the Architect to undertake a thorough review of the Schematic Design Package for purposes that include, but are not necessarily limited to, the identification and correction of any errors, omissions, inconsistencies, ambiguities or other issues, including, but not limited to, compliance with all codes in effect at the time of performance of the Services, in the Schematic Design Package. As stated above, the Commission will look solely to the Architect for any and all liabilities that may arise from any error or omission present in the construction documents for the Project.

II. Project Site and Program Components

The site is bounded by East 109th Street to the North, East 111th Street to the South, Martin Luther King Drive to the East, and South Indiana Avenue to the West. The Schematic Design is a 2-story, 55,360SF square-foot facility at the west of the existing structure, a 2-story, 53,746SF square-foot facility at the east of the existing structure and a conversion of the existing Library into classrooms, consisting of steel framing with exterior masonry, metal panel and glass cladding. The building is to function as a Selective Enrollment College Preparatory Academy for the Far South Community. Major programmatic components include a 500-seat Theatre, two Performing Arts classrooms, a 600-seat Gymnasium, a Natatorium, and six additional classrooms. The site development will include all code- and ordinance-required amenities, including, but not limited to, two entry plazas, two surface parking lots, a bicycle path with parking, a student garden and improvements to the adjacent public rights of way.

III. Term of this Agreement

Commencement Date of Services: February 18, 2009

The term of this Agreement will terminate when all Services required have been completed to the reasonable satisfaction of the Commission.

IV. Organization of the Services

The Services are separated into two parts: Part I - Design/Engineering for Site Preparation and Part II - Design/Engineering for Vertical (Building) Construction and Site Development. Part I is, in turn, divided into 4 phases: Scope Development Phase, Construction Documents Phase Contract Administration Phase and Closeout Phase. Part II is, in turn, divided into 5 phases: Design Development Phase; Construction Documents Phase; Bidding Phase; Contract Administration Phase and Close-Out Phase. The Deliverables (and any other work product) of each of the phases must be approved by the Authorized Commission Representative in writing before commencement of the subsequent or dependent phase.

V. Responsibilities of the Architect in Performing the Services

A. The Architect shall use the Commission's project management software, as designated by the Authorized Commission Representative for all communications with the Commission, the Authorized Commission Representative, the Design Architect, and the Commission's Program Manager.

B. The Architect is responsible for compiling all Lessons Learned by the Commission on similar projects prior to and during the design of the Project, and implementing such Lessons Learned in the design of the Project. The Architect shall not be relieved of its obligation to obtain the written approval of the Commission and User Agency in the event that the implementation of any Lesson Learned requires a material change to the Concept Package.

C. The Architect will identify long lead items in the construction documents so as to enable the contractors to order such items in a manner that maintains the Commission's Project Schedule, attached as Schedule C hereto.

D. The Architect will certify its compliance with the Commission's Design Checklist for each phase of the Services. Such certification shall be a Deliverable for each phase of the Services.

E. The Architect will perform its Services promptly, with sufficient staffing to achieve the dates in Schedule C, Project Schedule.

F. Read and become completely familiar with and knowledgeable of both the form and substance of the Commission's bid documents, including Book 1, Requirements for Bidders, Book 2, General Conditions, Book 2A, General Conditions User Manual, and Book 3, Technical Specifications.

G. All parts and phases of this Project are required to be designed in accordance with USGBC standards to achieve a minimum Leadership in Energy and Environmental Design (LEED) rating of Silver, or such other level as the Commission may designate.

H. The Architect will retain a roofing expert, and require the roofing expert to perform the following Services, as appropriate, during the phases identified in Section B, "Requirements by Phase," below: 1) review the roofing design, and any portions of the design that must be coordinated with the roof, at each phase of design completion, including, but not limited to, the review of shop drawings; 2) develop a field observation program for the Commission's review, coordinating site visits with critical installation activities 3) review all contractor submittals, including shop drawings, with respect to the roof; 4) attend any and all pre-installation meetings pertaining to the roof; 5) perform field observation Services during the installation of the roof per the approved observation program schedule; 6) promptly alert the Authorized Commission Representative with respect to any issues during the installation, verify that the installation was performed pursuant to the manufacturer's instructions, and affirm to the Commission that the warranty has been provided to the Commission and is in full force and effect.

B. Requirements by Phase

I. Part 1 – Design / Engineering for Site Preparation

A. Scope Development Phase

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

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

B. Construction Documents Phase

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

1. 75% Construction Documents. Continued development of the Site Preparation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commissions environmental consultant.
 - a) Site Preparation Documents (including specifications) and Estimate of Probable Construction Cost in the format provided by the Commission.

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

- a) Site Preparation Documents (including specifications) and Estimate of Probable Construction Cost in the format provided by the Commission.
- b) Provide a list of required submittals and a schedule for submission with the 100% construction documents.

C. Bidding and Contract Administration Phase

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

1. Attend and participate in regularly scheduled: (i) weekly Project meetings, and (ii) monthly pay application meetings for approval of contractor pay requests. Provide field observation of the construction each week to monitor the progress and conformance of the permanent features of the Work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before Final Completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon the written request of the Authorized Commission Representative.
2. Review any Request for Information (RFI) submitted by the contractor and provide responses within four (4) days of receipt.

D. Close-Out Phase

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

1. Conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
2. The Architect is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review punchlist items identified in the Contractor prepared initial punchlist. The Architect will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
3. Oversee the Contractor's efforts to prepare and deliver to the Commission an "as-built" survey of the Project site.
4. Oversee the Contractor's efforts to prepare and deliver to the Commission all required LEED documentation.

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

II. Part II – Design / Engineering for Vertical (Building) Construction and Site Development

A. Design Development Phase

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

1. Consistent with the approved Schematic Design phase Deliverables (including drawings and design studies), Architect will prepare plans, elevations and other drawings and outline specifications necessary to illustrate the size and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required (the "Design Development Documents").
2. Subject to the prior written consent of the Authorized Commission Representative, incorporate the Schematic Design Milestone Review comments into the Design Development Documents.
3. Preparation and presentation of documents necessary for User Agency departmental approvals.
4. Facilitate and document a sustainable design charette and follow up sessions with all subconsultants and such other participants as directed by the Authorized Commission Representative. The purpose of the charette is to confirm that the Project's target LEED™1 rating of Silver is achievable and to develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible.
5. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.
6. Develop a hardware and device location plan for Commission and User Agency review and approval.
7. Develop a signage plan and specifications for Commission and User Agency review and approval.
8. Develop a Project Documentation Log based upon contract document requirements. A template for matrix development will be provided by the Authorized Commission Representative.
9. Preparation of documents necessary for the Planned Development process as well as participation in any required meetings to facilitate the rezoning of the Project site.

10. Update the AOR's Estimate of Probable Construction Costs. Review the Design Development Documents along with the necessary cost and/or scope reduction items, if any, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required to align the AOR's Estimate of Probable Construction Costs with the Construction Budget for the Project.

11. Using a complete set of Design Development Documents, reflecting all improvements described for the Project provide an updated AOR's Estimate of Probable Construction Costs containing:

- a) A narrative overview of the updated AOR's Estimate of Probable Construction Costs compared to the Construction Budgets (or the Revised Construction Budgets established during Schematic Design).
- b) AOR's Estimate of Probable Construction Costs must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
- c) A detailed comparison and reconciliation of the current and previous AOR's Estimate of Probable Construction Costs with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.
- d) A summary of all approved Construction Budget revisions.

12. At completion of the Design Development phase, transmit one complete set of the final Design Development Documents, including the updated AOR's Estimate of Probable Construction Cost and details, to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Design Development phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the Construction Documents.

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

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

- a) Occupancy classification
- b) Construction type
- c) Occupant load by area and floor
- d) Travel distances

- e) Accessibility
- f) Exit types, units and widths
- g) Plumbing fixture counts
- h) Loading berths and parking requirements
- i) Fire resistance requirements

15. Prepare and issue hard copies of the Design Development Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Design Development Milestone Review. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative.

16. If the updated AOR's Estimate of Probable Construction Costs exceeds the Construction Budget then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission until the correspondingly revised AOR's Estimate of Probable Construction Costs is within the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted for review and approval to the Authorized Commission Representative within a reasonable time (not to exceed 30 days) after notice and direction by the Authorized Commission Representative. The Services provided in this Section II.B.15 of Schedule A shall be provided by the Architect without compensation or an extension to the Project Schedule.

17. If the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission. If requested by the Authorized Commission Representative, and subject to the execution of a written Amendment in accordance with Section 4.13 of this Agreement, Architect will be compensated for the Additional Services provided in this Section II.B.16 of Schedule A on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in accordance with the requirements of Schedule D.

18. Design Development Phase Deliverables include:

- a) Certification of Compliance with Commission's Design Checklist.
- b) Building Construction Design Development Documents (including specifications) and Estimate of Probable Construction Costs in the format provided by the Commission.
- c) Issuance of approved Furniture, Fixture and Equipment Plan and Schedule.
- d) Issuance of approved Hardware and Device Location Plan and Schedule.

- e) Issuance of Submittal and Closeout Matrix.
- f) Updated LEED checklist.
- g) Updated Stormwater Analysis and Management Proposal.
- h) Proposed Public Right of Way Amendment Plan.
- i) Provide an updated energy simulation model.
- j) Plan Commission Documentation for rezoning process.
- k) Issuance of initial MEP coordination documents.
- l) Issuance of compilation of issued Meeting Minutes (Meeting Minutes shall be recorded and furnished by the Authorized Commission Representative).
- m) Issuance of code analysis package.
- n) Provide a complete utility coordination and public infrastructure plan.
- o) Documentation for User Agency Departmental Approvals.
- p) Request for Clarification compilation and log
- q) Issuance of milestone packages for review.
- r) Response to milestone review comments.

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

B. Construction Documents Phase

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

1. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews and estimates will be performed at 60%, 90% and 100% completion on the dates listed in Schedule C Project Schedule, including architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail construction industry standard elements required for the architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment and site work. At every milestone of completion, provide the Commission with editable electronic drawing files in the most current version of AutoCAD as well as multiple hard copies at the direction of the Authorized Commission Representative.
2. Prepare and deliver 60%, 90% and 100% Construction Documents including modifications and revisions in the approved by written direction of the Authorized Commission Representative.
3. Using a complete set of Design Development Documents, reflecting all improvements described for the Project provide an updated AOR's Estimate of Probable Construction Cost containing:

- a) A narrative overview of the updated AOR's Estimate of Probable Construction Cost compared to the Construction Budgets (or the Revised Construction Budgets established during Schematic Design).
 - b) AOR's Estimate of Probable Construction Cost must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
 - c) A detailed comparison and reconciliation of the current and previous AOR's Estimate of Probable Construction Cost with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.
 - d) A summary of all approved Construction Budget revisions.
4. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample Inspection and Testing Plan for use of the Architect. The Inspection and Testing Plan must provide for:
- a) Verification of responsibilities for providing inspections, tests and certificates.
 - b) Scope of services for the testing and inspection services RFQ.
 - c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
5. Prepare and present an update of the AOR's Estimate of Probable Construction Costs prior to the completion of 60%, 90 % and 100% Construction Document Deliverables. Review the Construction Documents along with value engineering items with the Authorized Commission Representative to align AOR's Estimate of Probable Construction Costs with the Construction Budget.
6. If the AOR's Estimate of Probable Construction Costs exceeds the Construction Budget, then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications as necessary in a manner satisfactory to the Commission until the correspondingly revised AOR's Estimate of Probable Construction Costs is within the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Authorized Commission Representative within a reasonable time (not to exceed 30 days) after notice and direction by the Authorized Commission Representative. The Services provided in this Section II.C.6 of Schedule A shall be provided by the Architect without compensation or any extension of time for the performance of the Services.

7. If the Authorized Commission Representative requests a change in scope of the Project, after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications as necessary in a manner satisfactory to the Commission. If requested by the Authorized Commission Representative, and subject to the execution of a written Amendment in accordance with Section 4.13 of this Agreement, Architect will be compensated for the Additional Services provided in the Section II.C.7 of Schedule A on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in accordance with the requirements of Schedule D.

8. At the completion of the each Construction Document milestone (60%, 90% and 100%), transmit hard copies of the milestone documents to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Construction Document phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.

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

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

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

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

12. Prepare and issue hard copies of the Construction Document Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Construction Document Milestone Reviews. Upon receipt

of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative.

13. Update the Submittal and Closeout Matrix based upon Construction Document requirements.

14. Construction Document Deliverables for each milestone (60%, 90% & 100%) include:

- a) Certification of Compliance with Commission's Design Checklist.
- b) Issue updated Submittal and Closeout Matrix.
- c) Site Preparation Construction Documents (including specifications) and Estimate of Probable Construction Cost in the format provided by the Commission.
- d) Building Construction Documents (including specifications) and Estimate of Probable Construction Costs in the format provided by the Commission.
- e) Updated LEED checklist.
- f) Updated Stormwater Analysis and Management Proposal.
- g) Compilation of issued meeting minutes.
- h) Issuance of updated zoning analysis package and required rezoning documentation as required.
- i) Provide an updated energy simulation model.
- j) Issuance of updated code analysis package.
- k) Issuance of updated MEP coordination documentation.
- l) Request for Clarification compilation and log
- m) Issuance of milestone packages for review.

15. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase (60%, 90% and 100%, begin the next phase on the updated and approved schedule.

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

- a. Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.

b. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).

c. Inconsistencies between drawings and specifications (between disciplines and within each discipline).

d. As required to manage discipline coordination, the Architect must prepare multi layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the PBC.

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

a) Above ceilings in corridors to confirm that services, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.

b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.

c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.

d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.

e) Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.

18. The Architect will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the

design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.

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

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

21. Attend the Commission's internal Bid Package Review Conference where the Commission and User Department will verify that the construction documents, including the coordination documents, prepared by the Architect are ready to issue for bids.

C. Bidding Phase

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

1. Assemble and review all Bid Documents required, including, but not limited to all drawings, and technical specifications, Commissioning Agent Design Intent and Commissioning Plan.
2. Attend and document two Pre-Bid Conference Meetings. In addition to the general, open Pre-Bid Meeting, a technical working Pre-Bid Meeting will be for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.
3. Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Consider and document all written requests for product substitutions before receipt of bids.
4. Review bids and prepare an evaluation and recommendation for award relative to the Project and Construction Budget. Assist in finalizing the agreement(s) with the contractor(s) to construct the Project.
5. If the lowest responsive and responsible bid obtained exceeds the Construction Budget, the Commission may either award the construction contract to the lowest responsive and responsible bidder, or request that the Architect, without additional compensation, make revisions to the Project, including design, scope, quality, drawings, specifications, deletions and substitutions for the purpose of decreasing Project costs to the point that the bids received are within the Construction Budget. All such revisions require the prior written approval of the Authorized Commission Representative. The right of the Commission to require such revision and re-bidding will not be exhausted by a single revision and re-bidding, but will be a continuing right until the lowest responsive and responsible bid received is within the Construction Budget.
6. Assist the Commission, without additional compensation, in the solicitation of new bids.
7. Attend the Commission's Pre-Bid Conference, Technical Review and review bids as required by the Authorized Commission Representative.

D. Contract Administration Phase

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

1. Attend and participate in regularly scheduled: (i) weekly Project meetings, and (ii) monthly pay applications meetings for approval of contractor pay requests. Provide no less than twelve (12) hours of field observation of the construction per week in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
2. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
3. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect must comment upon and submit to the Authorized Commission Representative Architect's responses to requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.
4. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
5. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
6. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding

practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.

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

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

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

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

11. Review the Work to establish preliminary acceptance of the Project.

E. Close-Out Phase

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

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

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

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

4. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. The Architect shall, accordingly, oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record, "as-built" drawings and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.
5. Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
6. Post Construction Review. The Commission will review Architect's performance in providing services during construction after the project punch list is complete. The Architect will be required to attend a meeting to discuss the performance review.
7. Project Close-Out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project. A sample form is attached to the Scope as Exhibit 1.

III. ADDITIONAL RESPONSIBILITIES AND REPRESENTATIONS WITHIN THE ARCHITECT'S BASE SCOPE OF SERVICES

Architect shall:

A. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria. On projects where template specifications are furnished by the Commission, the Architect is responsible to amend any template specifications sections which do not adhere to the following criteria.

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

B. Facilitate and document the value engineering process. Evaluate proposed building systems as to quality, first cost and life cycle cost, impact on LEED certification, constructability, material and

product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.

C. Develop a furniture, fixture and equipment plan to locate electronic devices, including power, data, communications, security and life safety equipment.

D. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, permits, licenses, fees, or other approvals, as applicable, that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project.

E. Oversee the Contractor's procurement and assembly of all required permits, licenses, and certificates from the contractor and arrange delivery of same to the Commission.

F. Energy Simulation Modeling Using Department of Energy DOE 2 Software. Using the DOE2 Energy Modeling Software, model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Public Building Commission. An updated model must be provided with each milestone submittal during the design of the Project.

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

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

I. Administer the Project's LEED compliance and submittal program, including providing all submittals to the USGBC.

J. The Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not necessarily limited to, the following:

1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Deputy Director of Utility Coordination. The Architect will assist the Deputy Director of Utility Coordination as necessary.
2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
3. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
4. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).

5. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 6. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 7. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 8. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
 9. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
 10. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
 11. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
 12. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
- K. The Architect shall participate and document all "lessons learned" throughout the design and construction phases of the Project. The intent of this exercise is to conduct a comprehensive design review, thereby documenting ways in which the prototype design may be improved during this and future implementations of the prototype design.
- L. Assist the Commission with warranty inspection at 11 months following Substantial Completion of the Project.
- M. If the Architect takes any photographs of the Project for any purpose, Architect shall provide a complete set of such photographs, in negative or digital format, to the Commission.

IV ADDITIONAL SERVICES

The following Additional Services may be authorized in writing by the Commission. If requested by the Authorized Commission Representative, and subject to the execution of a written Amendment in accordance with Section 4.13 of this Agreement, Architect will be compensated for the Additional Services on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in accordance with the requirements of Schedule D:

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- A. Architect may be required to provide detailed specifications and coordinate the bidding and installation of Fixtures, Furnishings and Equipment (FF&E) not covered in the Project, sculpture, murals and other related features and special equipment not included in the construction contract.
- B. Architect may be required to provide consultation concerning replacement of any work damaged or destroyed by fire or other cause during construction and furnish additional services as may be required in connection with the replacement of the work.
- C. Architect may be required to provide additional services made necessary by the default of the contractor in the performance of the construction contract.

SCHEDULE B
PROJECT DOCUMENTS

ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488

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SCHEDULE C
PROJECT SCHEDULE

ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488

A. Site Preparation: Scope Development Phase:

Scope Development: Scope Development documents shall be completed not later than April 14, 2009.

B. Site Preparation: Construction Documents Phase:

1. 75% Construction Documents: 75% Construction Documents shall be completed not later than May 12, 2009.

2. 100% Construction Documents. 100% Construction Documents shall be completed not later than June 8, 2009.

Site Preparation: Construction Phase Services:

Site Preparation work is anticipated to complete not later than November 6, 2009.

C. Building: ~~Schematic Design~~ Phase:

Schematic Design: Schematic Design documents shall be completed not later than April 24, 2009.

D. Building: Construction Documents Phase:

1. 60% Construction Documents: 60% Construction Documents shall be completed not later than June 16, 2009.

2. 90% Construction Documents. 90% Construction Documents shall be completed not later than July 28, 2009.

3. 100% Construction Documents. 100% Construction Documents shall be completed not later than August 20, 2009.

Building: Bid and Award Phase:

The Bid and Award phase of the project, from bid advertisement to bid opening through final contract award, is anticipated to be completed not later than November 10, 2009.

E. Building: Construction Phase Services:

Construction of the Project building is anticipated to be completed not later than May 26, 2011.

F. Building: Time of Completion

Time of completion for the Schematic Design, Design Development 60%, 90%, and 100% Construction Documents, Bid and Award, and Construction Phase Services to be provided shall be as stated above. Any time adjustments to the above phases shall be authorized in writing by the Commission.

G. The Architect

The Architect shall perform the requested services based on the terms and conditions stated in this Agreement.

**SCHEDULE D
COMPENSATION OF THE ARCHITECT**

ARCHITECT OF RECORD SERVICES

**GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488**

I. ARCHITECT'S FEE

A. The Commission shall pay the Architect for the satisfactory performance of the Services a Fixed Fee ("Fee") of **\$3,030,000.00**. The Fee will be allocated and payments made on a monthly on percent complete basis as follows:

Allocation of Fee:

Site Preparation \$181,000.00

Scope Development	35%	\$63,350.00
Construction Documents	40%	\$72,400.00
Bidding Phase Services	5%	\$ 9,050.00
Construction Phase Services	15%	\$27,150.00
Project Close-out	5%	\$ 9,050.00

Design/ Engineering of Building: \$2,849,000.00

Design Development	35%	\$997,150.00
Construction Documents	35%	\$997,150.00
Bidding Phase Services	5%	\$142,450.00
Construction Phase Services	20%	\$569,800.00
Project Close-out	5%	\$142,450.00

B. Architect's Fee will include consultant's profit, overhead, general conditions, and all items not specifically identified as Reimbursable Expenses.

II. BILLING RATES AND COMPENSATION FOR ADDITIONAL SERVICES

A. The Commission shall compensate the Architect for Additional Services on either a negotiated Lump Sum Fee basis or a Time Card Not-to-Exceed Fee basis as agreed to by the Architect and approved by the Commission in the form of an Amendment issued in accordance with Section 4.13 of this Agreement. In the case of Time Card billings, rates of reimbursement for the Architect's employees (and employees of any Subconsultant performing Additional Services) will be the actual base salaries paid to the specific employee performing the services times a 2.5 multiplier.

The 2.5 multiplier will fully compensate the Architect for all direct and indirect costs associated with the Additional Services. Indirect costs included in the multiplier shall constitute full and complete compensation to the Architect for labor burden costs (including Workers' Compensation insurance, FICA, SUTA, health benefits, long term disability benefits, pensions and similar contribution and other statutory and non-statutory employee benefits), indirect administrative expenses, general and

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administrative expenses, overhead, additional premium costs for insurance (including but not limited to general liability, professional liability, valuable papers and automobile, but excluding additional insurance premium costs for specialty subconsultants and Subcontractors), computer and related charges, postage and handling charges, parking and mileage charges, telephone service (including local calling charges), profit, and all items not specifically identified below as "Reimbursable Expenses."

IV. REIMBURSABLE EXPENSES

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

The following will be considered Reimbursable Expenses:

1. Plotting, printing, reproduction and distribution of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission.
2. Printing and distribution costs associated with shop drawing and submittal reviews during construction.

The following are NOT Reimbursable Expenses:

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

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

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

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6. Other direct costs of the Project may be approved as a Reimbursable Expense by Commission's Authorized Representative provided that written approval is obtained in advance of incurring the expense and provided that the expense is to be reimbursed on a Lump Sum basis.
- C. Reimbursable Expenses shall not exceed \$387,000.00 except as approved by the Commission in the form of an Amendment issued in accordance with Section 4.13 of this Agreement

V. METHOD OF PAYMENT

1. Invoices. Once each month, the Architect will submit an invoice to the Commission for Services performed during the preceding month with the exception of Project Close-out phase services that will be paid in one lump sum after the completion Date of Services.

Each invoice must reference the contract number and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Architect must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.

2. Payment will be processed within 30 days after Commission receives an acceptable invoice from the Architect.
3. Invoice Disputes. If the Commission disputes certain items in the Architect's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

VI. INVOICING

The Architect will submit one original of its monthly invoice to the Commission's Accounts Payable Department clearly noting the contract numbers for approval.

Hourly Rate Schedule (Direct Salary Rate - DSR)

BLDD Architects, Inc.

Gwendolyn Brooks College Preparatory Academy

Additions and Renovations

1/23/2009

Project Role	DSR	x 2.5
PRINCIPAL	\$46.00	\$115.00
SR. ASSOCIATE	\$37.00	\$92.50
ASSOCIATE	\$31.50	\$78.75
ARCH III	\$35.50	\$88.75
ARCH II	\$33.75	\$84.38
ARCH I	\$29.00	\$72.50
ARCH INTERN III	\$26.75	\$66.88
ARCH INTERN II	\$22.50	\$56.25
ARCH INTERN I	\$19.50	\$48.75
INTERIOR DES II	\$18.75	\$46.88
INTERIOR DES I	\$16.00	\$40.00
FIELD OBSERVER	\$38.00	\$95.00
ADMIN. ASST.	\$17.00	\$42.50

Brook Architecture, Inc
Hourly Rates

Position		hourly rate
Principal/ Project director	\$	48.07
Arch III PM	\$	43.26
Arch II PM	\$	36.05
Arch Intern III	\$	29.84
Arch Intern II	\$	19.23
Arch Intern I	\$	18.00
Administrator	\$	19.00

CCJM Engineers, Ltd.

Gwendolyn Brooks College Preparatory Additions, Renovations and Remodeling
CCJM Proposal #0917-005

Date: 22-Jan-09

Direct Salary Hourly Rate Schedule

Senior Principal Engineer	\$	80.00
Project Manager	\$	58.00
Project Mechanical	\$	42.00
Project Plumbing / Fire Prot	\$	42.00
Project Electrical (Low Volt)	\$	52.00
Quality Control	\$	52.00
LEED Specialist	\$	58.00
CAD	\$	26.00
Word Processing	\$	22.00

MAXIMUM HOURLY LABOR RATES

Contract Term: 2008 thru 2010

SUBCONSULTANT: Terra Engineering, Ltd.

Job Classification	Year 1: 2008	Year 2: 2009	Year 3: 2010
	Hourly Rate Range	Hourly Rate Range	Hourly Rate Range
	Std. Per Hour	Std. Per Hour	Std. Per Hour
Principal	\$68.00	\$70.00	\$70.00
Sr. Project Manager	\$65.00	\$68.00	\$70.00
Project Manager	\$60.00	\$63.00	\$66.00
Sr. Project Engineer	\$60.00	\$63.00	\$66.00
Project Engineer	\$42.00	\$44.00	\$46.00
Chief Structural Engineer	\$56.00	\$59.00	\$62.00
Structural Engineer	\$50.00	\$52.50	\$55.00
Landscape Architect	\$46.00	\$48.00	\$50.00
Survey Manager	\$50.00	\$52.50	\$55.00
Survey Crew	\$60.00	\$63.00	\$66.00
Surveyor	\$35.00	\$37.00	\$39.00
Instrument Man	\$25.00	\$26.50	\$28.00
GIS Manager	\$30.00	\$31.50	\$33.00
GIS Analyst	\$28.00	\$29.50	\$31.00
Planner	\$25.00	\$26.50	\$28.00
Cad Manager	\$32.00	\$34.00	\$36.00
Cad Technician	\$30.00	\$32.00	\$34.00
Senior Technician	\$30.00	\$32.00	\$34.00
On-Site Representative	\$30.00	\$32.00	\$34.00
Clerical	\$26.00	\$28.00	\$30.00

Direct Hourly Rate Schedule

Discipline/Labor Category	Direct Hourly Rates
Structural Engineering	
Officer	\$ 61.90
Project Manager	\$ 48.07
Structural Engineer - Sr.	\$ 46.35
Project Engineer - Structural	\$ 36.05
Engineer Intern - Structural	\$ 29.18
CADD / Structural Detailer	\$ 26.93
Clerical	\$ 22.75

TERRY GUEN DESIGN ASSOCIATES, INC.
2009 Professional Categories and Rates
Public Building Commission of Chicago
BLDD Architects: Gwendolyn Brooks College Preparatory Academy
19-Jan-09

2009 Hourly Rates

(not marked up, do not include overhead or profit)

rate reviews - January and June of each calendar year

5% annual max. increase senior staff, 10% annual max. junior staff (levels 3 and below)

<i>Classification</i>	<i>Name(s)</i>	2009 Rate <i>hourly</i>
Principal Landscape Architect/ Urban Designer (LA6)	Terry Guen, RLA	\$61.50
Landscape Project Manager (LM1):	Kees Lokman	\$28.50
Landscape Project Manager (LM1):	Edward Haffner	\$26.55
Landscape Designer 2:	Doug Pettay	\$24.50
Landscape Designer 2:	Laura DeMink	\$23.60
Landscape Designer Intern 3:	Ken Horinko	\$18.00
Landscape Designer Intern 1:	John Murray	\$12.50
Master Plantsman 4:	Roy Diblik	\$52.00
Certified Forester 4:	Robert Benjamin	\$52.00
Restoration Specialist 4:	Tom Vanderpoel	\$52.00
Clerical 4:	Allison Sorenson	\$37.25

Anticipated Staffing for Brooks Academy Project:

Terry Guen, Principal

Kees Lokman, Landscape Design & PM

3702 N. Pine Grove, Unit 3A
Chicago, IL 60613
Phone (773) 975-6467
Fax (773) 409-5499
hjessler@hjesslerassociates.com

19 January 2009

Mr. Timothy J. McGrath, AIA
Principal - Director of Architecture
BLDD Architects
833 W. Jackson, Suite 100
Chicago, IL 60607

Re: LEED Consulting for Gwendolyn Brooks College Preparatory Academy additions

Dear Tim:

Thank you for asking us to submit a proposal for LEED/sustainable design consulting for the Gwendolyn Brooks College Preparatory Academy additions in Chicago. The project will be designed to achieve LEED Certification (Silver) under the LEED for Schools (April 2007) rating system.

I. Scope of Services

Sustainable Design/LEED consulting and documentation assistance -

- Facilitate a sustainable design charrette to discuss green design and LEED opportunities with the design team and owner and to determine which LEED points are achievable and what needs to be done to achieve them.
- Create a LEED work plan indicating which LEED credits are targeted and who will be responsible for each one.
- Facilitate additional team meetings to verify with the team that the LEED credits continue to be obtainable as the project documents are reviewed and reconfigured as necessary.
- Continue to verify with the team that LEED credits will be obtainable as the project proceeds.
- Make inquiries (credit ruling requests) to the US Green Building Council (USGBC) as required. Facilitate the LEED Online process.
- Assist with and provide sustainable design recommendations.
- Assist with specification recommendations. Make specific recommendations for changes that will be required to achieve the goals.
- Work with the design team to create/review LEED specifications for Division 1, including LEED Requirements, LEED Submittals and Construction Waste Management. Verify that all specifications relative to LEED are included.

- Review drawings and specifications for compliance with agreed upon LEED credits.
- Assist with identification and creation of innovation credits.
- Provide LEED consulting during the construction phase of the project and work with the construction team to verify that LEED credits achievable during the construction phase are on track.
- Attend monthly (1x/monthly) construction team meetings to verify compliance with the LEED goals.
- Manage the LEED documentation process - assist the design and construction team and owner with LEED documentation. Review all documentation and manage all communications with the U.S. Green Building Council. The majority of LEED documentation will be provided by various team members as appropriate.

Assumptions

- LEED Online will be used and all documentation will be submitted electronically. It is anticipated that the LEED review will take place in two phases: a design review and a construction review.
- Occupancy will occur by September 2011.
- Design team members will be responsible for documenting LEED credits for systems they have designed.
- The contractors will be responsible for construction phase LEED documentation (for both site preparation and vertical building), such as documentation for the Materials and Resources credits and construction phase related Indoor Environmental Quality credits, such as EQc3 and EQc4.
- Excluded services: Energy Modeling and Building Commissioning.

II. FEES

Phase I - LEED/sustainable design consulting for site preparation, utilities design, construction documents and construction administration - \$10,000

Phase II - LEED consulting for vertical building - Design, working drawings, construction administration - \$55,860

This is based on an assumption of the following time for each phase:

60 hours during DD

60 hours during CD

10 hours during bidding/negotiation

200 hours during CA

330 - total hours

We have assumed that this work will be completed by the end of 2011. Additional services may be required should the schedule be extended.

Should additional services be required, fees will be based on a rate of \$67.71/hour x the PBC allowable multiplier which shall, at minimum, be 2.5.

Base Hourly Rate Schedule

	A	B	C
1	Discipline/Labor Category	Raw Rate	x 2.5
2	Cost Consulting		
3	Senior Estimator	\$ 60.00	\$ 150.00
4	Estimator I	\$ 48.00	\$ 120.00
5	Estimator II	\$ 35.00	\$ 87.50

Phase	base rate	2.50	hours	
Design Development	64	160	129	20,640
Construction Documents	64	160	201	32,160
Bidding/Negotiation	64	160	8.5	1,360
Construction Administration	64	160	113	18,080
				72,240

Bill Conner & Associates
 Staffing Plan and Hourly Rates
 Gwendolyn Brooks CPA
 1/27/09

Project Staffing Plan

threshold

	Principal Hours	Principal Fee	Consultant Hours	Consultant Fee	Phased Fee
Design Development (2 months)	73	\$12,700.00	130	\$14,300.00	\$27,000.00
Performing Arts Wing (acoustics)	33.54	\$5,869.51	76	\$8,382.43	\$14,251.94
Performing Arts Wing (AV)	20.37	\$3,565.37	20.37	\$2,241.09	\$5,806.45
Physical Education Wing (acoustics)	16.55	\$1,469.35	21.49	\$2,363.84	\$3,833.19
Physical Education Wing (AV)	8.15	\$1,426.15	8.15	\$896.43	\$2,322.58
Selected Renovation of the Existing Building (acoustics)	2.11	\$369.64	3.78	\$416.21	\$785.84
	80.72	\$12,700.00	130	\$14,300.00	\$27,000.00
Contract Documents (5 months)	159	\$27,900.00	360	\$39,600.00	\$67,500.00
Performing Arts Wing (acoustics)	67.51	\$11,813.59	217	\$23,816.25	\$35,629.84
Performing Arts Wing (AV)	50.93	\$8,913.41	50.93	\$5,602.72	\$14,516.13
Physical Education Wing (acoustics)	15.97	\$2,795.60	61.70	\$6,787.38	\$9,582.97
Physical Education Wing (AV)	20.37	\$3,565.37	20.37	\$2,241.09	\$5,806.45
Selected Renovation of the Existing Building (acoustics)	4.64	\$812.04	10.48	\$1,152.57	\$1,964.61
Selected Renovation of the Existing Building (AV)				\$0.00	\$67,500.00
	159.43	\$27,900.00	360	\$39,600.00	\$67,500.00
Bidding, Construction, Commissioning (24 months)	84.29	\$14,750.00	275.00	\$30,250.00	\$45,000.00
Performing Arts Wing (acoustics)	28.66	\$5,015.55	170	\$18,737.68	\$23,753.23
Performing Arts Wing (AV)	33.96	\$5,942.28	33.96	\$3,735.14	\$9,677.42
Physical Education Wing (acoustics)	19.22	\$985.96	49.12	\$5,402.68	\$6,388.65
Physical Education Wing (AV)	13.58	\$2,376.91	13.58	\$1,494.06	\$3,870.97
Selected Renovation of the Existing Building (acoustics)	2.45	\$429.30	8	\$880.44	\$1,309.74
Selected Renovation of the Existing Building (AV)				\$0.00	\$45,000.00
	97.87	\$14,750.00	275	\$30,250.00	\$45,000.00
Hourly Rates (Direct Salary)		\$70.00		\$40.00	
				(Salary/Available billable hours)	

Hourly Rate Schedule
Water Technology, Inc

1/27/2009

	DSR	Factor	Rate
Project Leader	60	2.5	150
Project Manager	42	2.5	105
Project Engineer	42	2.5	105
Project Designer	38	2.5	95
Cadd	26	2.5	65
Administrative	22	2.5	55

Base Hourly Rate Schedule

	A	B	C
1	Discipline/Labor Category	Raw Rate	x 2.5
2	Hardware Consulting		
3	George Krug	\$ 34.00	\$ 85.00

**SCHEDULE E
INSURANCE REQUIREMENTS**

**ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488**

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

E.1. INSURANCE TO BE PROVIDED:

E.1.1. Workers' Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission, Board of Education of the City of Chicago and City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

E.1.3. Automobile Liability (Primary and Umbrella)

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

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

E.1.4. Professional Liability

When Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

E.1.5. Property

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

E.1.6. Valuable Papers

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

E.1.7 Contractors Pollution Liability

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

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

E.1.8 Railroad Protective Liability

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

ADDITIONAL REQUIREMENTS

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

PUBLIC BUILDING COMMISSION OF CHICAGO

insurance. Non-conforming insurance does not relieve Architect of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

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

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

**SCHEDULE F
KEY PERSONNEL**

**ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488**

Staffing Plan (budgeted hours per staff role per phase)

BLDD Architects, Inc.

Gwendolyn Brooks College Preparatory Academy

Additions and Renovations

1/23/2009

	Design Development	Construction Documents	Bidding	Construction Administration	Close-Out
Duration (weeks)	8	20	6	90	8
Project Role					
PRINCIPAL - Proj. Dir.	160	240	32	32	64
PRINCIPAL - PM	160	320	32	360	64
ARCH III / PM	256	720	120	360	64
ARCH III / PA	320	800	120	360	64
ARCH INTERN III	256	640	40	180	64
ARCH INTERN III	256	720	40	180	64
ARCH INTERN II	256	720	40	0	64
ARCH INTERN I	256	800	40	0	64
ARCH INTERN I	256	800	40	0	0
INTERIOR DES II	320	800	40	180	64
ADMIN. ASST.	128	320	80	180	16
Total Hours	2624	6880	624	1832	592
FTE	8.2	8.6	2.6	0.5	1.9

Staffing Plan (budgeted hours per staff role per phase)

Brook Architecture, Inc.

Gwendolyn Brooks College Preparatory Academy

Additions and Renovations

1/23/2009

	Design Development	Construction Documents	Bidding	Construction Administration	Close-Out
Duration (weeks)	8	20	6	90	8
Project Role					
PRINCIPAL - Proj. Dir.	128	320	12	60	16
ARCH III / PM	320	800	96	180	64
ARCH II / PA	320	800	96	360	64
ARCH INTERN III	320	800	48	360	64
ARCH INTERN II	320	800	48	180	32
ARCH INTERN I	288	720	48	180	32
ADMIN. ASST.	40	80	40	360	64
Total Hours	1736	4320	388	1680	336
FTE	5.4	5.4	1.6	0.5	1.1

CCJM Engineers, Ltd.

Gwendolyn Brooks College Preparatory Additions, Renovations and Remodeling
 CCJM Proposal #0917-005

Date: 22-Jan-09

Fee by Phase Breakdown and Manhour Estimate

Manhour Estimate

	Fee Percentage Allocation	Total Lump Sum Fee	Project Principal	Project Manager	Mechanical	Plumbing / Fire Protection	Electrical and Low Voltage	Quality Control	LEED Specialist	CAD	Word Processing
Site Improvements			2%	5%	12%	10%	50%	5%		10%	5%
Design Development	25%	\$ 6,250.00	1	2	7	6	24	2		10	6
Construction Documents	40%	\$ 10,000.00	1	3	11	10	38	4		15	9
Bidding	5%	\$ 1,250.00	0	0	1	1	5	0		2	1
Construction Phase	25%	\$ 6,250.00	1	2	7	6	24	2		10	6
Project Close-Out	5%	\$ 1,250.00	0	0	1	1	5	0		2	1
Total Proposed Fee		\$ 25,000.00	3	9	29	24	96	10	0	38	23
Building Design and Engineering			4%	15%	28%	12%	25%	4%		10%	2%
Design Development	25%	\$ 85,000.00	17	88	227	97	163	26		131	31
Construction Documents	40%	\$ 136,000.00	27	141	363	155	262	42		209	49
Bidding	5%	\$ 17,000.00	3	18	45	19	33	5		26	6
Construction Phase	25%	\$ 85,000.00	17	88	227	97	163	26		131	31
Project Close-Out	5%	\$ 17,000.00	3	18	45	19	33	5		26	6
Total Proposed Fee		\$ 340,000.00	68	352	907	389	654	105	0	523	124
LEED MEP Consultant Services			5%	10%					80%		5%
Includes Associated Site Work Coordination		\$ 25,000.00	6	17					138		23
Reimbursable Expense Estimate											
Printing		\$ 850.00									
Plotting		\$ 850.00									
Reproduction & distribution of Drawings		\$ 600.00									
Shop Drawing Printing & Distribution		\$ 600.00									
Other - Messenger, Taxicabs		\$ 600.00									
Total		\$ 3,500.00									

Please Note Voice/Data Scope Includes (per RFP Requirement):

1. Indicate all signal system devices. Show cable tray layouts, conduit sleeve locations, intrusion detection system devices, CATV devices, V/D devices, video distribution, timekeeping and intercommunication systems. Show terminal cabinets, racks and data frames. Show conduit interconnections.
2. Show headend equipment and terminal cabinets/racks in satellite buildings. Show interconnections. Show all components. Show all interconnections indicating conduit and cabling information.

Terra Engineering, Ltd.
Gwendolyn Brooks Academy
Staffing Plan - Projected Hours
1/26/2009

Phase/Staff Hours

Site Preparation

60% Construction Documents

Principal	14
Project Manager	28
Project Engineer	41
Cad Technician	83

90% Construction Documents

Principal	12
Project Manager	26
Project Engineer	36
Cad Technician	60

100% Construction Documents

Principal	6
Project Manager	10
Project Engineer	22
Cad Technician	16

Building

60% Construction Documents

Principal	10
Project Manager	18
Project Engineer	28
Cad Technician	41

90% Construction Documents

Principal	6
Project Manager	11
Project Engineer	16
Cad Technician	25

100% Construction Documents

Principal	9
Project Manager	15
Project Engineer	23
Cad Technician	21

Bidding

Principal	2
Project Manager	2
Project Engineer	3

Construction Services

Principal	3
Project Manager	7
Project Engineer	10
On-site Representative	12

Close-out

Principal	2
Project Manager	3
Project Engineer	2
On-site Representative	4

Staffing Plan

	A	D	F	H	J
1	Discipline/Labor Category	Design Development	Construction Documents	Bidding	Construction Administration and Closeout
2	Structural Engineering	Hours	Hours	Hours	Hours
3	Estimated Fee				
4	Officer	64	80	20	80
5	Project Manager	80	160	24	80
6	Structural Engineer - Sr.	80	160	16	100
7	Project Engineer - Structural	75	150	20	200
8	Engineer Intern - Structural	180	240	20	100
9	CADD / Structural Detailer	240	520	24	60
10	Clerical	8	20	4	40
11		<u>727</u>	<u>1330</u>	<u>128</u>	<u>660</u>

Proposal for Licensed Landscape Designer of Record
 Gwendolyn Brooks College Preparatory Academy
 for BLDD Architects, Chicago, Illinois
 Terry Guen Design Associates, Chicago IL
 16-Jan-09

item	description	TGDA	
		Hours	Fee
1	Project Kick-off & Programming (\$120.75hr/2009 rate)		
1.01	Kick-off meeting with BLDD / Client	4	\$483
1.02	Schematic Design Review	4	\$483
1.03	Base Information	2	\$242
			\$1,208
2	Design Development (\$120.75hr/2009 rate)		
2.01	Tree Protection & Demolition Plan	16	\$1,932
2.02	Tree Protection & Demolition Details	8	\$966
2.03	Landscape Plan	24	\$2,898
2.04	Landscape Schedule & Details	8	\$966
2.05	Landscape Details	8	\$966
2.06	Landscape Soil Plan	16	\$1,932
2.07	Landscape Soil Details	8	\$966
2.08	Green Roof Plan & Details	16	\$1,932
2.09	Planting Sections & Perspectives	16	\$1,932
2.1	Specifiacion (Landscape, Soil and Green Roof)	8	\$966
2.11	Preliminary Cost Analysis	4	\$483
2.12	LEED Description & Project Narrative	4	\$483
2.13	Design Development Review Meeting BLDD / Client	2	\$242
2.14	Final Design Development Revisions	4	\$483
			\$17,147
3	Construction Documents / Permit Plans (\$120.75hr/2009 rate)		
3.01	JOC Landscape Plans (Tree Protection & Removals & Soil Plan)	8	\$966
3.02	Landscape Permit Plan (Plant Lists,Details & Photos)	8	\$966
3.03	Tree Protection & Demolition Plan	8	\$966
3.04	Tree Protection & Demolition Details	8	\$966
3.05	Landscape Plan	24	\$2,898
3.06	Landscape Schedule & Details	8	\$966
3.07	Landscape Details	16	\$1,932
3.08	Landscape Soil Plan	16	\$1,932
3.09	Landscape Soil Details	16	\$1,932
3.1	Green Roof Plan & Details	16	\$1,932
3.11	Specifiacion (Landscape, Soil and Green Roof)	8	\$966
3.12	LEED Description & Project Narrative	4	\$483
3.13	Preliminary Cost Analysis	8	\$966
3.14	Design Development Review Meeting BLDD / Client	2	\$242
3.15	Final Design Development Revisions	2	\$242
			\$18,354

4 Construction Documents for Bid (\$120.75hr/2009 rate)			
4.01	100% JOC Landsdape Plans	4	\$483
4.02	100% Tree Protection & Demolition Plan	8	\$966
4.03	100% Tree Protection & Demolition Details	4	\$483
4.04	100% Landscape Plan	16	\$1,932
4.05	100% Landscape Schedule & Details	8	\$966
4.06	100% Landscape Details	8	\$966
4.07	100% Landscape Soil Plan	8	\$966
4.08	100% Landscape Soil Details	8	\$966
4.09	100% Green Roof Plan & Details	8	\$966
4.1	100% Specifications; Soil, Landscape, LEED Requirements (not including hardscape, furnishings, irrigation and lighting)	8	\$966
4.11	100% Design Review Meeting BLDD. / C.C.	2	\$242
4.12	Final Cost Analysis	4	\$483
4.13	100% Plan Revisions	8	\$966
4.14	100% Issue	4	\$483
4.15	100% LEED Landscape Qualification Description	4	\$483
			\$12,317

5 Contract Administration (\$126.75hr/2010 rate)			
5.01	Site Review (4 hrs x 6 months)	24	\$3,042
5.02	Assess Warranty Replacement	24	\$3,042
5.03	Final Review	16	\$2,028
			\$8,112

6 Closeout (\$126.75hr/2010 rate)			
6.01	Inspection, Punchlist	40	\$5,070
			406 \$5,070

Subtotal	\$62,207
3.5% Expenses	\$2,177
Total Fees	\$64,384

Notes:

- * Engineer/Architect to provide Demolition Plan, Lighting Design, Furnishing Foundations, Irrigation Plan, Hardscape Plans and Details
- * Expenses include: graphic reproduction for inhouse use, courier and travel, mileage at prevailing Fed.rate
- * Expenses do not include: graphic reproduction for project distribution, exhibit graphics
- * Exhibits can be provided at cost per Owner/Architect direction. Estimated costs per sheet:
 - \$200 for 30"x40" color, mounted
 - \$2 for 11"x17" color
 - \$1.25 for 8.5"x11" color

*Average hourly rate, calculate increase of 5% per year.
 2009 Principal Rate \$61.50, Landscape Project Manager Rate \$28.50

3702 N. Pine Grove, Unit 3A
Chicago, IL 60613
Phone (773) 975-6467
Fax (773) 409-5499
hjessler@hjesslerassociates.com

19 January 2009

Mr. Timothy J. McGrath, AIA
Principal - Director of Architecture
BLDD Architects
833 W. Jackson, Suite 100
Chicago, IL 60607

Re: LEED Consulting for Gwendolyn Brooks College Preparatory Academy additions

Dear Tim:

Thank you for asking us to submit a proposal for LEED/sustainable design consulting for the Gwendolyn Brooks College Preparatory Academy additions in Chicago. The project will be designed to achieve LEED Certification (Silver) under the LEED for Schools (April 2007) rating system.

I. Scope of Services

Sustainable Design/LEED consulting and documentation assistance -

- Facilitate a sustainable design charrette to discuss green design and LEED opportunities with the design team and owner and to determine which LEED points are achievable and what needs to be done to achieve them.
- Create a LEED work plan indicating which LEED credits are targeted and who will be responsible for each one.
- Facilitate additional team meetings to verify with the team that the LEED credits continue to be obtainable as the project documents are reviewed and reconfigured as necessary.
- Continue to verify with the team that LEED credits will be obtainable as the project proceeds.
- Make inquiries (credit ruling requests) to the US Green Building Council (USGBC) as required. Facilitate the LEED Online process.
- Assist with and provide sustainable design recommendations.
- Assist with specification recommendations. Make specific recommendations for changes that will be required to achieve the goals.
- Work with the design team to create/review LEED specifications for Division 1, including LEED Requirements, LEED Submittals and Construction Waste Management. Verify that all specifications relative to LEED are included.

- Review drawings and specifications for compliance with agreed upon LEED credits.
- Assist with identification and creation of innovation credits.
- Provide LEED consulting during the construction phase of the project and work with the construction team to verify that LEED credits achievable during the construction phase are on track.
- Attend monthly (1x/monthly) construction team meetings to verify compliance with the LEED goals.
- Manage the LEED documentation process - assist the design and construction team and owner with LEED documentation. Review all documentation and manage all communications with the U.S. Green Building Council. The majority of LEED documentation will be provided by various team members as appropriate.

Assumptions

- LEED Online will be used and all documentation will be submitted electronically. It is anticipated that the LEED review will take place in two phases: a design review and a construction review.
- Occupancy will occur by September 2011.
- Design team members will be responsible for documenting LEED credits for systems they have designed.
- The contractors will be responsible for construction phase LEED documentation (for both site preparation and vertical building), such as documentation for the Materials and Resources credits and construction phase related Indoor Environmental Quality credits, such as EQc3 and EQc4.
- Excluded services: Energy Modeling and Building Commissioning.

II. FEES

Phase I - LEED/sustainable design consulting for site preparation, utilities design, construction documents and construction administration - \$10,000

Phase II - LEED consulting for vertical building - Design, working drawings, construction administration - \$55,860

This is based on an assumption of the following time for each phase:

60 hours during DD
 60 hours during CD
 10 hours during bidding/negotiation
 200 hours during CA
 330 - total hours

We have assumed that this work will be completed by the end of 2011. Additional services may be required should the schedule be extended.

Should additional services be required, fees will be based on a rate of \$67.71/hour x the PBC allowable multiplier which shall, at minimum, be 2.5.



January 27, 2009

Timothy McGrath, AIA, ALA
 BLDD Architects, Inc.
 833 W. Jackson Blvd., Suite 100
 Chicago, IL 60607

Re: Construction Cost Estimating Services
 Additions, Renovations & Remodeling for
 Gwendolyn Brooks College Preparatory Academy (250 East 111th Street, Chicago, IL)

Dear Tim:

Thank you for offering us the opportunity to present this proposal to provide cost estimating services for the Gwendolyn Brooks College Preparatory Academy for which your firm will be providing A/E Services. The project located at 250 East 111th Street (Chicago, IL), will consist of (2) new wings - Performing Arts Wing and a Physical Education Wing each approx. 50,000 GSF, and the renovation of 6,500 GSF of interior existing space. Construction duration is 2 years (while school is in session), with a goal of earning a minimum Silver level LEED certification.

Utilizing the new scope received from your office on 1/19/09, Vistara Construction Services, Inc. will prepare cost estimates for the requested components as per the following table:

Site Preparation Package (Site)

Cost Breakdown	Position	Rate	Hours	Sub-Total
Schematic Design	Sr. Estimator	\$150	6	\$900
	Estimator	\$100	21	\$2,100
TOTAL				\$3,000

Cost Breakdown	Position	Rate	Hours	Sub-Total
75% Construction Documents	Sr. Estimator	\$150	6	\$900
	Estimator	\$100	16	\$1,600
TOTAL				\$2,500

Cost Breakdown	Position	Rate	Hours	Sub-Total
100% Construction Documents	Sr. Estimator	\$150	4	\$600
	Estimator	\$100	14	\$1,400
TOTAL				\$2,000

728 West Jackson Boulevard • Suite 526 • Chicago • Illinois 60661
 (312) 986-8660 (Phone) • (312) 986-9530 (Fax)

www.vistara.com

Building & Site Development Package (Building)

Cost Breakdown	Position	Rate	Hours	Sub-Total
Schematic Design	Sr. Estimator	\$150	16	\$2,400
	Estimator	\$100	36	\$3,600
TOTAL				\$6,000

Cost Breakdown	Position	Rate	Hours	Sub-Total
Design Development	Sr. Estimator	\$150	16	\$2,400
	Estimator	\$100	46	\$4,600
TOTAL				\$7,000

Cost Breakdown	Position	Rate	Hours	Sub-Total
60% Construction Documents	Sr. Estimator	\$150	16	\$2,400
	Estimator	\$100	31	\$3,100
TOTAL				\$5,500

Cost Breakdown	Position	Rate	Hours	Sub-Total
90% Construction Documents	Sr. Estimator	\$150	12	\$1,800
	Estimator	\$100	27	\$2,700
TOTAL				\$4,500

Cost Breakdown	Position	Rate	Hours	Sub-Total
100% Construction Documents	Sr. Estimator	\$150	4	\$600
	Estimator	\$100	24	\$2,400
TOTAL				\$3,000

*Note: 1) This proposal assumes separate site and building packages. 2) If the packages are combined and prepared as a single estimate at each submittal, we will revise this proposal accordingly. 3) If the numbers of estimates are changed, we reserve the right to modify this proposal. For this project Ramesh Nair is designated as the Sr. Estimator and Anna Klima as the Estimator.

It is our intent to deliver a completed estimate within 15 business days of receiving drawings (preferably half-size scalable drawings) and specifications. Additional Services, such as alternates, value engineering and project meetings, if required, will be billed at \$150 per hour. Note we will prepare cost estimates for environmental remediation provided they are quantified and described in a report. Please return one original executed copy of this proposal to our office for our records and to indicate your acceptance of the above terms. If you have any questions regarding this proposal or need further information please do not hesitate to call.

For:
 Vistara Construction Services, Inc.

For:
 BLDD Architects, Inc.



Bina Nair
 President

Title: _____

728 West Jackson Boulevard • Suite 526 • Chicago • Illinois 60661
 (312) 986-8660 (Phone) • (312) 986-9530 (Fax)

Phase	base rate	2.50	hours	
Design Development	64	160	129	20,640
Construction Documents	64	160	201	32,160
Bidding/Negotiation	64	160	8.5	1,360
Construction Administration	64	160	113	18,080
				72,240

Bill Conner & Associates
 Staffing Plan and Hourly Rates
 Gwendolyn Brooks CPA
 1/27/09

Project Staffing Plan



	Principal Hours	Principal Fee	Consultant Hours	Consultant Fee	Phased Fee
Design Development (2 months)	73	\$12,700.00	130	\$14,300.00	\$27,000.00
Performing Arts Wing (acoustics)	33.54	\$5,869.51	76	\$8,382.43	\$14,251.94
Performing Arts Wing (AV)	20.37	\$3,565.37	20.37	\$2,241.09	\$5,806.45
Physical Education Wing (acoustics)	16.55	\$1,469.35	21.49	\$2,363.84	\$3,833.19
Physical Education Wing (AV)	8.15	\$1,426.15	8.15	\$896.43	\$2,322.58
Selected Renovation of the Existing Building (acoustics)	2.11	\$369.64	3.78	\$416.21	\$785.84
	80.72	\$12,700.00	130	\$14,300.00	\$27,000.00
Contract Documents (5 months)	159	\$27,900.00	360	\$39,600.00	\$67,500.00
Performing Arts Wing (acoustics)	67.51	\$11,813.59	217	\$23,816.25	\$35,629.84
Performing Arts Wing (AV)	50.93	\$8,913.41	50.93	\$5,602.72	\$14,516.13
Physical Education Wing (acoustics)	15.97	\$2,795.60	61.70	\$6,787.38	\$9,582.97
Physical Education Wing (AV)	20.37	\$3,565.37	20.37	\$2,241.09	\$5,806.45
Selected Renovation of the Existing Building (acoustics)	4.64	\$812.04	10.48	\$1,152.57	\$1,964.61
Selected Renovation of the Existing Building (AV)				\$0.00	\$67,500.00
	159.43	\$27,900.00	360	\$39,600.00	\$67,500.00
Bidding, Construction, Commissioning (24 months)	84.29	\$14,750.00	275.00	\$30,250.00	\$45,000.00
Performing Arts Wing (acoustics)	28.66	\$5,015.55	170	\$18,737.68	\$23,753.23
Performing Arts Wing (AV)	33.96	\$5,942.28	33.96	\$3,735.14	\$9,677.42
Physical Education Wing (acoustics)	19.22	\$985.96	49.12	\$5,402.68	\$6,388.65
Physical Education Wing (AV)	13.58	\$2,376.91	13.58	\$1,494.06	\$3,870.97
Selected Renovation of the Existing Building (acoustics)	2.45	\$429.30	8	\$880.44	\$1,309.74
Selected Renovation of the Existing Building (AV)				\$0.00	\$45,000.00
	97.87	\$14,750.00	275	\$30,250.00	\$45,000.00
Hourly Rates (Direct Salary)		\$70.00		\$40.00	
				(Salary/Available billable hours)	

Staffing Plan (budgeted hours per staff role per phase)
 Water Technology, Inc
 1/27/2009

	Design Development	Construction Documents	Bidding	Construction Administration	Close-Out
Duration (weeks)	8	20	6	90	8
Project Leader	18	8	2	4	12
Project Manager	18	42	4	64	24
Project Engineer	8	20	4	8	8
Project Designer	14	6	2	8	8
Cadd	8	38	8	8	16
Administrative	10	18	4	8	12
Totals	76	132	24	100	80

Staffing Plan

	A	B	C	D	E	F	G	H	I
1	Discipline/Labor Category	Design Development		Construction Documents		Bidding		Construction Administration + Closeout	
2	Hardware Consultant	Hours		Hours		Hours		Hours	
3									
4	George Krug	24		80		8		40	

SPEAKING / PANEL PRESENTATIONS:

"Educational Facility Design, Renovation & Construction"
April 19, 2007
IASBO Seminar

"Getting a Handle on Energy Costs: A Survey of 2005 - 2006 Energy Costs for 20 Illinois School Districts"
2006 IASA/IASB/IASBO
Joint Annual Conference

"Planning for "Smart Growth"
2005 IASA/IASB/IASBO
Joint Annual Conference

"Fundamentals of Good Roof Design and Maintenance"
2005 IASBO Annual Conference

**TIMOTHY J. MCGRATH, AIA, ALA, PRINCIPAL, Director of Architecture
Project Director and Designer**

Education: University of Illinois
Master of Architecture
University of Illinois
Bachelor of Science, Architectural Studies Professional

Registration: Architect, 1983 (Illinois)
Architect, 1984 (Connecticut)

Professional Affiliations: IASBO, CEFPI, AIA, ALA

Key Projects:

**New K-5, 600 Student Elementary School and Additions and Renovations to Central Middle School and New Capital Improvements Plan
Lake Bluff School District #65
Lake Bluff, Illinois**

Mr. McGrath is currently serving as Project Designer for a new K-5, 600 student elementary school that will be LEED Certified. He is also designing additions and major renovations for Lake Bluff Middle School. The total cost of both projects is estimated to be \$24 million.

Mr. McGrath served as a Senior Team Member that provided pre-referendum services to the district while exploring a variety of approaches to determine whether this School District should renovate, build additions or construct new facilities. The referendum for the project passed, including a new elementary school as well as renovation and additions to the existing Middle School.

**Mary G. Peterson Elementary School, Chicago Public Schools
Chicago, Illinois**

Mr. McGrath is serving as Project Director on this \$13 million, 26,000 s.f. addition and renovation project for Chicago Public Schools. The project incorporates a geothermal loop and green roof and is scheduled to be certified at the LEED Silver level.

Orland School District #135

Orland Park, Illinois

Mr. McGrath served as the Project Manager for the IT consultant in a district wide outside fiber optic plant installation. The district connected its 10 elementary schools with a WAN across a 30 square mile area.

**Andrew High School - Tinley Park, Illinois; Carl Sandburg High School - Orland Park, Illinois; Amos Alonzo Stagg High School - Palos Hills, Illinois*
Consolidated School District #230 - Orland Park, Illinois.**

Mr. McGrath served as Project Manager for the concurrent renovations of the district's three high school facilities as well as the construction of a new 150,000 s.f. addition at each school. Each project included new gymnasiums with two basketball practice courts, indoor tracks, wellness-fitness areas for community use, general classrooms, science laboratories, performing arts auditoriums, food courts with kitchens and administrative offices.

** Projects completed while employed with another firm.*



SCOTT M. LIKINS, AIA, LEED AP, PRINCIPAL
Project Manager

Education: University of Illinois
 Master of Architecture
 University of Illinois
 Bachelor of Science, Architectural Studies Professional

Registration: Architect, 1994 (Illinois)

Key Projects:

Mary G. Peterson Elementary School, Chicago Public Schools
Chicago, Illinois

Mr. Likins is serving as Project Architect on this \$13 million, 26,000 s.f. addition and renovation project for Chicago Public Schools. The project incorporates a geothermal loop and green roof and is scheduled to be certified at the LEED Silver level.

New Elementary School, Lake Bluff School District #65
Lake Bluff, Illinois

Mr. Likins served as a Design Team Member that provided pre-referendum services to the district while exploring a variety of approaches to determine whether this School District should renovate, build additions, or construct new facilities. The referendum for the project passed, including a new elementary school as well as renovation and additions to the existing Middle School. This project is scheduled to be certified at the LEED Silver level.

Kimes Elementary, Centennial Elementary, and Northlawn Junior High Schools
Streator Elementary School District #44
Streator, Illinois

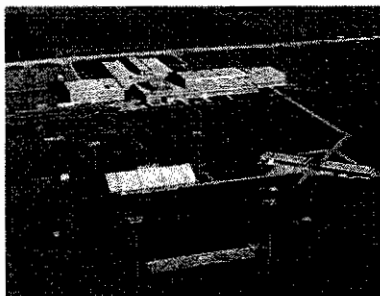
Mr. Likins served as Project Architect for this \$8.8 million project. The district was entitled by the State of Illinois Construction Grant Program which allowed three schools within the district designs for additions, mechanical upgrades, and interior remodeling. The additions included classrooms, multi-purpose space, and multi-media learning centers as well as music and art instruction spaces. Site development was completed for each site to accommodate additional parking and separation of bus and car traffic for added student safety.

Normal Community West High School, McLean County Unit Dist. #5
Normal, Illinois

Mr. Likins was a Design Team Member who worked on the design of the locker rooms and athletic fields for the football, soccer, baseball, softball, track and field teams.

H/LS Upgrades and 4 Classroom Addition, Dwight High School District #230 and
Dwight Common School District #232
Dwight, Illinois

Mr. Likins was in charge of designing a 6700 s.f., four classroom addition to the high school. The project also included the replacement of the original windows for the High School, as well as, Health/Life Safety upgrades, including, door replacements, plumbing upgrades, fire alarm upgrades and other miscellaneous items.



John S. Whitlock, AIA, LEED AP, Senior Associate
Director of the Fitness and Recreation Design Group

Education: Southern Illinois University, 1994, Bachelor of Science,
 Advanced Technical Studies - Architecture
 Southern Illinois University, 1992,
 Associates Degree, Architectural Technology

Professional
 Registration: Architect, 2001 (Illinois)
 LEED Accredited Professional, 2006 (Illinois)

Key Projects:

Rochester Intermediate School
Rochester CUSD #3A

John is serving as a Project Manager for this project. The project consists of a new 90,000 square feet Intermediate School designed to accommodate 750 students grades 4th through 6th. The project includes 30 new classrooms, special education areas, media center, cafeteria/commons area, science labs, computer labs, art rooms, and large gymnasium for middle school basketball games and physical education classes. Another portion of the project was a separate new Athletic Complex/Fieldhouse for high school basketball games. This facility is approximately 47,000 square feet and includes a large gymnasium designed to seat approximately 2,400 spectators, consists of space for 3 full size basketball courts, concessions area, wrestling room, weight room, team collaboration room, and support spaces.

Student Recreation Center, Heartland Community College
Normal, Illinois

John is serving as Project Architect for this 45,000 s.f. Fitness and Recreation facility designed to accommodate the Athletics Department and student population of Heartland Community College. The project includes an aerobics room, cardiovascular fitness area, free weight area, circuit training area, gymnasium, running track, and support spaces for the staff.

Williamsville CUSD No. 15 Additions and Remodeling
Williamsville, Illinois

John is currently serving as Project Architect for the school district. The high school addition project includes a new practice gym, locker rooms, weight room, and storage. The junior high school project consists of the addition of class rooms, offices, multi-purpose cafeteria/stage, and a 700-seat gym with locker rooms.

Glenwood High-School, Ball-Chatham CUSD No. 5
Chatham, Illinois

John served as Project Architect for this new 267,000 s.f. facility housing 1,500 students. The gymnasium wing features a large competition gym, auxiliary gym, and four locker rooms.

Student Recreation Center and Western Hall Remodel, Western Illinois University
Macomb, Illinois

John served as a Team Member during the initial schematic design phase of this project. The Student Recreation Center includes locker facilities, exercise and weight rooms, a gymnasium, a jogging track, juice bar, offices, and student collaborative spaces.

Greater Decatur Y
Decatur, Illinois

John served as a key team member for the new 67,740 s.f. Greater Decatur Y. The new facility includes a six lane swimming pool, a leisure pool, gymnasium with 4 half-court basketball areas, handball courts, a fitness center including a weight room, locker rooms for boys, girls, men, women, and those needing special assistance. Multi-purpose rooms for dance and aerobics, offices, lounge, conference area, and a complete day care center for children are also included in the facility. His responsibilities included architectural detailing, product research, and structural coordination.



EMIEL GUEDE, JR.
Job Captain

Education: Bachelor of Science, Architectural Studies
 University of Illinois at Urbana-Champaign

Key Projects:

New K-5, 600 Student Elementary School and Additions and Renovations to Central Middle School

Lake Bluff ESD #65
Lake Bluff, Illinois

Mr. Guede is currently serving as Project Captain for a new K-5, 600 student elementary school that will be LEED Certified. He also assisted in the design of additions and major renovations for Lake Bluff Middle School. The total cost of both projects is estimated to be \$24 million.

Walther Lutheran High School
Melrose Park, Illinois

Mr. Guede is serving as Project Captain for this effort. BLDD was commissioned to assist WLHS in redeveloping a portion of the existing facilities including expanding the cafeteria and providing a new weight training and wellness fitness room. A new suspended running track is also envisioned as part of the project.

Dwight High School Districts #230
Dwight Common School District #232
Dwight, Illinois

Mr. Guede served as Project Captain for this project that included a four classroom addition, the replacement of the original windows for the High School, as well as Health/Life Safety upgrades, including, door replacements, plumbing upgrades, fire alarm upgrades and other miscellaneous items.

Streator Elementary School District #44
Streator, Illinois

Mr. Guede served as Project Captain for this \$8.8 million project. Three schools within the district had additions including classrooms, multi-purpose space, multimedia learning centers, music and art instruction spaces as well as mechanical upgrades, and interior remodeling. Mr. Guede assisted in the preparation of design and construction documents as well as construction administration services.

Greenville Education Center, Greenville College and Kaskaskia College
Greenville, Illinois

Mr. Guede is currently serving as Project Captain for the renovation of this 10,200 sf former retail space into a satellite campus for Kaskaskia College and Greenville College. The renovated building will house flexible classrooms, a full wet lab and facility offices.

Salem Education Center, Kaskaskia College
Salem, Illinois

Mr. Guede is currently serving as Project Captain for the renovation for this \$1.5 million, 12,342 sf former retail space into a satellite campus for Kaskaskia College. The renovated building will house flexible classrooms, a full wet lab and an industrial trades lab.



GARY BADIK, LEED AP
Project Architect

Education: University of Cincinnati
Bachelor of Architecture
US Airforce Academy
Major in Arts and Sciences

Professional Registration: Architect, 1996 (Colorado)
Architect, 1983 (Ohio)
LEED AP, 2005

Key Projects:

Lake Bluff ESD #65
Lake Bluff, Illinois

Mr. Badik is currently serving as Project Architect for a new K-5, 600 student elementary school that will be LEED Certified and additions and major renovations for Lake Bluff Middle School. The total cost of both projects is estimated to be \$24 million.

Experience Prior to BLDD Architects:

Gary Badik, Consulting Architect

Consultant for Greene & Proppe Design on the conversion of a historic theater into a restaurant and music venue. Mr. Badik was responsible for construction documents, DCAP Green Permit and OUC deep foundation review. Construction started August 2007.

Bailey Edward Design, Inc.,

Mr. Badik was Project Manager/Project Architect on several projects including three Urban Outfitters retail stores, Chicago Public Schools restorations, USDA facilities and residential.

Amstadter Architects

Mr. Badik was Project Manager/Project Architect on a diverse range of projects from a 60,000 s.f. corporate office for L'Oreal to a 180 unit graduate student housing complex for Finch University to manufacturing facilities for Sherwin Williams and Chicago Paper Tube & Can Co.

VGA Associates, Inc.

Mr. Badik was Project Manager/Project Architect including construction administration for district offices of the Chicago Metropolitan Water Reclamation District, design of an orthotics lab at CMH and construction documents for a family stay unit at CMH.

Badik Design Group

Clients ranged from Bellcore Labs to consulting for Root Rosenman Architects on a project at the University of Denver. Project types included residential, retail, corporate interior and educational facilities.

Intergroup, Inc.

Mr. Badik was Project Manager/Project Architect, including documentation and management for both ground up and interior projects, for several projects including clients such as US West and Colorado National Bank.

Hague Richards Associates, Ltd.

Mr. Badik was Project Manager for a 14 floor, 262, 0900 s.f. corporate interior project for the FMC Corporation offices in Philadelphia, PA.



Stefania Harangus
Design Team Member

Education: University of Illinois
 Master of Architecture
 Boston College
 Bachelor of Arts, Mathematics

Key Projects:

Middle School Addition and Renovation, Lake Bluff ESD #65
Lake Bluff, Illinois

Ms. Harangus is serving as Project Captain for this

New K-5 School, Lake Bluff ESD #65
Lake Bluff, Illinois

Ms. Harangus is serving as a Project Team Member for this new K-5, 600 student elementary school that will be LEED Certified. The total cost of both projects is estimated to be \$24 million.

Mary G. Peterson Elementary School, Chicago Public Schools
Chicago, Illinois

Ms. Harangus is serving as a Project Team Member on this \$13 million, 26,000 s.f. addition and renovation project for Chicago Public Schools. The project incorporates a geothermal loop and green roof and is scheduled to be certified at the LEED Silver level.

Avondale Elementary School Peer Review, Chicago Public Schools
Chicago, Illinois

Ms. Harangus was a Project Team Member

Powell Elementary School Peer Review, Chicago Public Schools
Chicago, Illinois

Ms. Harangus was a Project Team Member

Mollison Elementary School Peer Review, Chicago Public Schools
Chicago, Illinois

Ms. Harangus was a Project Team Member

Gilbert Hall Feasibility Study, Northern Illinois University
DeKalb, Illinois

Ms. Harangus is serving as a Project Team Member for this study of the renovation of a 75,000 sq. ft., 184 bed student dormitory built in 1952.

Northern View Community, Northern Illinois University
DeKalb, Illinois

Ms. Harangus served as a Project Team Member for this project that includes a 120-unit apartment complex and commons building on the University's west campus. The apartment complex provides housing for students with dependents.

Holmes Student Center, Northern Illinois University
DeKalb, Illinois

Ms. Harangus served as a Project Team Member for the development of a new 10 year Master Plan for NIU's Student Campus Center.

PROJECT TEAM

John P. McGlennon
Design Team Member

Education: Southern Illinois University
Bachelor of Science in Architectural Studies

Key Projects:

Middle School Addition and Renovation, Lake Bluff ESD #65
New K-5 School, Lake Bluff ESD #65
Lake Bluff, Illinois

Mr. McGlennon is serving as a Project Team Member for this new K-5, 600 student elementary school that will be LEED certified, and additions and major renovations for Lake Bluff Middle School. The total cost of both projects is estimated to be \$24 million. He has executed all Construction Documents from schematic design through project completion in Revit 2008 and has provided architectural renderings as required using state of the art 3D modeling programs.

Sprinkler Retrofit, Northern Illinois University
DeKalb, Illinois

Mr. McGlennon served as a Project Captain for the conversion of 40 phone out covers to riser rooms. The project included selective demolition and installation of new walls and doors. He was involved in the development of all Construction Documents from schematic design through Bidding and Permit. He also performed all construction administration responsibilities for the project.

Restoration and Addition, St. Andrews Lutheran Church

Mr. McGlennon served as Project Captain for the restoration of a church damaged by fire in 2006. The work includes selective demolition of damaged portion of building, a new multipurpose hall, office space, toilet facilities, septic field, and new infrastructure as well as continuing the previously planned kitchen addition. The total estimated project cost is at \$2.7 million. He developed all Construction Documents from design development through Bidding and Permit and provided architectural renderings as required using state of the art 3D modeling programs.

Northern View Community, Northern Illinois University
DeKalb, Illinois

Mr. McGlennon served as Project Captain for this 120-unit apartment complex and commons building on the University's main campus. The apartment complex will provide housing for married students and students with dependents. The total estimated project cost is at \$13 million.

- oPerformed as vital team member in the development of all Construction Documents from schematic design through Bidding and Permit in AutoCAD.
- oProvided architectural renderings as required using state of the art 3D modeling programs.

Holmes Student Center, Northern Illinois University
DeKalb, Illinois

Mr. McGlennon served as Project Team Member for this new 10 year Master Plan for NIU's Student Campus Center. The redevelopment of the 225,000 s.f. facility will result in a fully accessible facility that will include an all new kitchen with food court, a new contemporary student lounge and study spaces all with easy access to technology, new retail spaces and a new regional conference center. He performed the development of all Construction Documents from schematic design through Bidding and Permit in AutoCAD, and provided architectural renderings as required using state of the art 3D modeling programs.

Geoffrey Hoffman, LEED AP
Project Captain

Education: University of Cincinnati
Bachelor of Science, Architecture

Key Projects:

Mary Peterson Elementary School, Chicago Public Schools
Chicago, Illinois

Mr. Hoffman worked within the team to complete construction documents for this 26,000 s.f., \$13 million, LEED Silver, addition and renovation for CPS. His responsibilities included consultant coordination, specifications, code research and construction documents.

Sunset Ridge School District #29
Northfield, Illinois

Mr. Hoffman assisted in performing an educational facilities assessment for the district. Responsibilities included detailed surveys of all existing facilities, interviewing faculty and staff, and analyzing data and existing spaces for future use by the School District.

Chicago Lighthouse for People Who Are Blind or Visually Impaired
Chicago, Illinois

Mr. Hoffman served as Designer and Project Captain for this two-story 11,200 square foot addition and interior renovation of the existing facility. The addition and interior renovation will accommodate new retail store space, new low vision clinic, new administration office space and board room, and an expansion of the Lighthouse's programs to support people who are visually impaired or blind.

Overhead Walkway, Private Office Campus
Des Plaines, Illinois

Mr. Hoffman served as Designer and Project Captain of this proposed overhead pedestrian walkway to connect two office campuses separated by a major public roadway. His responsibilities included code research, consultant coordination, construction documents, and specifications.

Northern View Community, Northern Illinois University
DeKalb, Illinois

Mr. Hoffman assisted in production of design and construction documents for this 120-unit apartment complex and commons building on the University's main campus. The apartment complex will provide housing for married students and students with dependents.

Provena Heritage Lodge Assisted Living Facility
Kankakee, Illinois

Mr. Hoffman served as Project Captain to complete construction documents for this one-story, 26-unit, 24,000 sq. ft. assisted living facility. His work included team and consultant coordination, code research, and construction documents.

American Cancer Society's Hope Lodge
Cincinnati, Ohio

Mr. Hoffman assisted in the adaptation of this historic turn of the century building into offices for the ACS and lodging for cancer patients. His responsibilities included field measuring and documentation of the existing building, schematic design, design development and construction documents.

University of Toledo Student Housing

Mr. Hoffman was responsible for the production and documentation of exterior building envelop of this \$32 million project throughout design development and construction documents.

Zion Lutheran Church
Cincinnati, Ohio

Mr. Hoffman assisted with the design and construction documents of this 14,000 s.f. addition of classrooms and multipurpose space.



RaMona Westbrook, AIA

SUMMARY

Founding principal of Brook Architecture with experience in providing architectural service to commercial developers, real estate executives and end-users both locally and nationally. Ms. Westbrook's extensive project management expertise and CADD knowledge makes her input especially valuable early in the design process.

PROFESSIONAL EXPERIENCE

1994 to present

Brook Architecture Inc., Chicago, IL

Principal

Responsible for day-to-day business operations including business development, employee hiring and training, quality control of contract documents and procedures and establishing project design concepts and development.

1990 to 1994

Interior Space International, Chicago, IL

Architect/Project Manager

Involved in all phases of developing corporate office interiors including conceptual design, construction documentation and administration. Created plans and perspectives for marketing presentations using AutoCAD.

1988 to 1990

Greenwell Goetz Architects, P.C., Washington D.C.

Intern Architect

Worked with developers to identify client needs and produced construction documents

EDUCATION

University of Illinois

Urbana, Illinois 1991

Master of Architecture

University of Illinois

Urbana, Illinois 1985

Bachelor of Architectural Studies

PROFESSIONAL STATUS

Licensed Architect, State of Illinois

American Institute of Architects

Women in Planning and Development

National Organization of Minority Architects, Illinois Chapter

RaMona Westbrook (cont'd)

RELEVANT EXPERIENCE

Brooks Academy Gymnasium Renovation, Chicago, IL

Brook Architecture designed comprehensive renovation plans for this vintage 1950 gymnasium on a limited construction budget. The plans had to address ADA compliance and asbestos remediation and required a precise detailing of salvageable materials blended with new finishes. In the lobby terrazzo floors and glazed brick were to remain. New glass block windows and entry doors were introduced to revitalize the space.

Chicago Public Schools Science Lab Renovation, Chicago, IL

Ms. Westbrook was the project manager for the renovation of the science labs at Lindblom, Gage Park and Bogan High Schools. The lab renovation, part of the first phase of the City of Chicago's Capital Improvement Program (CIP), required simultaneous coordination of the all sites. Her responsibilities included verifying the existing mechanical systems as well as space planning. Ms. Davis supervised the completion of construction and bid documents. She also performed the contract administration duties for this project. The completed labs included new casework, fume hoods and mobile computer stations.

Contact:

Mr. Wilbert Tan, Chicago Public Schools, 773-553-3100

Chicago Public Schools Modular Classroom Prototype, Chicago, IL

For many years modular classrooms have provided a practical solution to unexpected population growth, but the program needed reengineering. Recognizing that the best solutions evolve from a careful look at the past, Ms. Davis interviewed teachers, CPS management, manufacturers and previous architects to develop a program for a new modular building prototype that meets stringent building and fire codes but can be constructed quickly. Using the "kit of parts" concepts the components of each unit are pre-assembled, delivered to the site and attached to other units to create 2 to 8 classrooms. The 8 units in this project provided 28 new classrooms at seven different sites. A new design for the stairs, ramp and foundation gave the esthetic of a permanent structure to mobile units that could be relocated and reassembled easily.

Contact:

George Fuji, 630-241-1092



RaMona Westbrook (cont'd)

**Chicago Public Schools Capitol Improvement Program,
Non-Proprietary Furniture and Equipment
Generic Elementary and High School Specification,
Chicago, IL**

Brook Architecture prepared a comprehensive furniture and equipment specification manual as a furnishing "catalog" for the schools. The furniture and equipment specifications had to include all the items CPS would need for two academic years for elementary and high schools. The firm met with CPS representatives, the Managing Architect, the Architect of Record, the Construction Managers and curriculum specialists to identify the required and anticipated furniture needs. Brook Architecture identified emerging trends in school curricula and space utilization for future "cutting edge" schools. The final document included over two thousand items.

Ms. Sonya Griffin, Chicago Public Schools, Department of Operations, 773-553-3124

**Walter Payton College Preparatory High School
Furniture and Finishes, Chicago, IL**

Brook developed the furniture and finish specifications for one of Chicago Public Schools' newest magnet high schools. The school offers a unique curriculum with an emphasis on math, science and language. The school is equipped with state-of-the-art power and data systems. The furniture list covered everything from chemical-resistant tables to a grand piano for the recital hall.



Kelly Williams

SUMMARY

Kelly Williams brings intelligence, tenacity and dedication to the art and science of architectural design. She successfully manages multiple projects with a superior work ethic and a goal-driven approach.

PROFESSIONAL EXPERIENCE

2004 to present

Brook Architecture Inc., Chicago, Illinois

Project Architect/Project Manager

Responsible for design, construction documents and construction administration for planned development projects. Attends clients meetings, prepares reports and presentations. Coordinates outside engineering consultants.

2002 to 2005

The Drees Company, Cincinnati, Ohio

Architect

Developed design and construction details for developer/builder of mid- to high-income homes. Researched state and international building codes. Coordinated and documented field change orders and design revisions. Made presentations to government agencies.

EDUCATION

Tulane University

New Orleans, Louisiana 2001

Master of Architecture

RELEVANT EXPERIENCE

O'Hare Terminal II Renovation, Chicago

Worked in collaboration with an outside firm on a team to develop existing condition documents and schematic design presentation booklets for the Department of Transportation. Worked on facility analysis documents and schematic design drawings for multiple options for the renovation to the terminal's mechanical distribution, day-lighting schemes, and programmatic layout.

Fellowship Baptist Church Campus Design, Chicago

Managed Brook's team to develop schematic design for the Church and it's supporting facilities and the master planning of the site. Worked to develop presentation drawings to be presented to funding agencies as well as the Fellowship Congregation.



Kelly Williams, (cont.)

Park Boulevard, Chicago

Designed a 4-story masonry building a 3 story, 3 bedroom single family home for this 37-acre planned development as part of a team of eight architecture firms. Coordinated engineering consultants and production of contract documents. During construction will provide site observation and contract administration.

Columbia Pointe, Chicago

Designed prototypes for 203 residential units for the Chicago Woodlawn community. Building types included 3 single-family home prototypes, 3-flat apartment buildings as well as town homes. Design responsibilities included conceptual site plans, building elevations, recommendations for systems and materials and a presentation to the Mayor's office.



Lior Mantzur

SUMMARY

Lior's creative intelligence and strong desire for perfection has been a great addition to Brook Architecture. He provides a new perspective on design and uses his note-worthy presentation skills using Revit to push our projects further.

PROFESSIONAL EXPERIENCE

June 2007 - Present
Brook Architecture, Inc.

Architect

Responsibilities:

Provide architectural design. Prepare construction documents and provide construction administration.

2005-2007

Mantzur-Atterman Architecture, Tel Aviv, Israel.

Architect

Focused on school architecture projects and set design. Created and assembled construction sets

2002-2005

Talpiot Children's Village and Yemin Ord, Israel

Interior Designer and youth instructor

Created design documents for public spaces and coordinated art instruction for adolescent residents.

EDUCATION

Ariel College

Ariel, Israel

Bachelor of Science in Architectural Studies 2002

PROFESSIONAL STATUS

Licensed Architect, State of Israel

RELEVANT EXPERIENCE

University of Chicago Hospitals, Komer Children's Hospital, Chicago, Illinois

Provided architectural services by creating computer generated three-dimensional models of hospital equipment for use in developing electronic model of clinical spaces.



Lior Mantzur, (cont.)

Hayarden Elementary School, Tel Aviv, Israel

As project architect, designed and documented a school library in an existing school building. Provided contract administration services and managed the project through occupancy.

Legends South A2, Chicago, Illinois

Coordinating with a partnering architecture firm, developed schematic design and presentation drawings for several multi-unit buildings to be located in a planned development on the South Side of Chicago and carried them through to Construction Design Phase. Worked on developing decorative brick design details and research of several government agency regulations required for permitting purposes.

Anil Ahuja, PE, RCDD, LEED AP

President

Education and Registrations

University of Lincoln Nebraska, Post Graduate Studies, 1987

Marine Engineering College, India, Graduate M.E., 1980

University of Punjab, India, B.S.E.E., 1978

LEED™ Accredited

Registered Communications Distribution Designer (RCDD)

Registered Professional Engineer IL, MI, OH, TX, WA, WI, DC

Professional Affiliations

U.S. Green Building Council

Design Build Institute of America (DBIA)

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

International Mercantile Marine, Inc. (IMM)

Association of Facilities Engineers (AFE)

The Institute of Electrical and Electronic Engineers, Inc. (IEEE)

Association of Energy Engineers

Co-generation and Competitive Power Institute of America

Anil has nearly 30 years of experience in Building Systems Design, Design Management, Construction Management, Commissioning and Operations and Maintenance. He is a registered professional electrical and mechanical engineer with project experience including offices, hotels, schools, institutions, central plants, industrial facilities, green buildings, hospitals and airports.

Prior to joining CCJM Engineers, Ltd., he served as the General Manager of the Integrated Building Services Group at Exelon Enterprises (parent company of ComEd). Other past experience includes Senior Vice President at ESD Construction where he worked on several high-rise buildings in the Chicago Loop area; and Chief Engineer Building Systems at The Austin Company (an international design/build company). He has also earned practical field experience as a Chief Engineer aboard merchant ships.

Anil is Chair of the MASTERSPEC Engineering Review Committee of the American Institute of Architects for 2004 and 2005, Past President of DBIA Great Lakes Chapter and an adjunct Professor at the Illinois Institute of Technology in the College of Civil Engineering and Architecture and has written multiple technical articles and the book Building Systems Engineering – Integrated M/E Design, adapted as a sustainable design technology coursebook at the Illinois Institute of Technology and University of Illinois at Chicago. Because of his passion for energy conservation, he is recently nominated to President's "Renewable Energy Think Tank".

With extensive experience in renovation and rehabilitation projects, his expertise includes a wide range of building types. Modernization projects include ADA compliance upgrades and handicap access. Anil has performed life and fire safety code upgrades and comprehensive condition assessments. Several interior/exterior renovation projects have included historic restoration, elevator and control systems requiring a broad knowledge base from which to draw.

Design and Delivery of New Construction Education Projects

- Haugan Middle School, Public Building Commission, Chicago Public Schools
- Prairie Crossing Charter School, Grayslake
- Akiba Schechter Jewish Day School, Chicago
- Kensington Child Care Center, Naperville
- Avoca School District 37, Wilmette
- University of Illinois at Chicago, South Campus Redevelopment

Design and Delivery of Renovation Education Projects

- CPS: Kershaw, Dodge, Bennett Elementary Schools, Chicago
- CPS: Whitney Young Magnet School, Chicago
- Cove School, Northbrook
- St. Alexander School and Parish, Palos Heights
- Avoca West Elementary School, Glenview
- Marie Murphy Middle School, Wilmette

Anil Ahuja, PE, RCDD, LEED AP
 Continued

Articles Published

I4design, Spring 2007 Anniversary Issue

Energy Audits 101, Consulting-Specifying Engineer, July 2004

Pipe Down – Sears and Roebuck's historic former headquarters retrofit project, Consulting-Specifying Engineer, Feb 2003

Automation and Building Systems Management, Electric 2001

Integrated Building Services, A cover article in CSE Magazine, Feb 2001

Integrating Technology, Building Design and Construction, July 2000

Illumination and Harmonics, Pure Power Magazine, June 2000

Understanding and Treating Harmonics in Power System, 1999

Pulling It All Together With Integrated Specifications, 1999

Uninterruptible Power Supplies, 1998

Driving Down Costs, Variable Speed Drives, 1998

Battery Plant Ventilation, 1997

Author of book titled: "Building Systems Engineering-Integrated M/E Design", 1997, A Chapman and Hull Publication

Design and Delivery of Sustainable Projects

- Humana Healthcare Office Renovation, Chicago
- Herman Miller National Design Centers, Washington DC, Dallas TX
- Prairie Crossing Charter School, Grayslake, IL
- Chicago Christian Industrial League, New Headquarters
- Greenworks Rancho Verde New Commercial Building, Chicago
- Gary Comer Youth Center, *home of the South Shore Drill Team*, Chicago
- Morton Arboretum, Lisle, IL

Design and Delivery of Municipal and Governmental Projects

- City of Chicago, Department of Construction and Permits, Municipal Code Reviews
- Capital Development Board, State of Illinois Building, Emergency Compressor Replacement
- Capital Development Board, IDOT Surveillance Building, HVAC Upgrade
- Naperville Police Station HVAC Upgrade
- Naperville Naper Settlement, Pre-Emption House HVAC Upgrade
- Rock Island Arsenal Army Corps of Engineers Building, Rock Island, IL
- Great Lakes Naval Training Center, Great Lakes, IL
- City of Evanston, Back-Up Data Center and Emergency Generator
- Elmhurst Police Station Emergency Generator Installation
- O'Hare International Airport, South Airfield Lighting Control Vault and North Airfield Lighting Control Vault
- Public Building Commission Senior Satellite Centers, Chicago

City of Chicago, Department of Construction and Permits, Municipal Code Reviews

Professional municipal code compliance review services for City of Chicago for various medium to large/complex public and private projects located throughout Chicago, including new construction projects and renovation/additions.

Principal-In-Charge, Herman Miller National Design Centers

Herman Miller is committed to building or renovating its facilities to achieve at least a Silver LEED rating. CCJM was commissioned to provide MEP design for two National Design Centers — one in Washington, DC and another in Dallas, Texas. CCJM's engineered solutions provided creative interior build-out HVAC designs to meet LEED criteria using existing base building systems. Also provided structured cabling to manage the main Herman Miller global communication needs while maintaining the signature aesthetics of these showrooms.

Principal-In-Charge, Chicago Christian Industrial League

MEP/FP design of new 106,000 sq. ft. mixed-use development in Chicago's North Lawndale area consisting of five separate, but connected buildings with shared areas, building support area and common floor areas. Five buildings include residential, office, technical training center, adult and child development center and food service. Sustainable design goal is achievement of Silver LEED Certification.

Matthew Wickstrom

Mechanical Engineering

Education and Registrations

Northern Michigan University, Bachelor of
Science, Industrial Technology

Northern Michigan University, Associates Degree,
Architectural Design

Matthew Wickstrom is responsible for designing and engineering the mechanical systems for HVAC, piping and plumbing for various building construction and retrofit projects serving government, schools, office buildings, senior housing, parks and recreation facilities. He assists our project managers in the design of HVAC systems and plumbing systems by sizing and selecting equipment such as fans, air conditioners, heaters and pumps, design of low and medium pressure ductwork for HVAC processes and design and layout of heating and chilled water piping systems. He performs computations, assists in writing specs, and prepares construction drawings.

Matthew has participated in coordination meetings, client and site meetings, field surveys for building mechanical systems and report writing and other associated tasks.

Selected Projects

- Chicago Public Schools: Bennett, Peterson, Dodge, Avondale, Mollison, Hurley Elementary Schools and Whitney Young High School
- O'Hare International Airport, H&K, H&R Plant and Rotunda
- Opus Group, Tri-State International
- RSA Office and Warehouse Build-out, St. Charles, IL
- ABN AMRO Disaster Recovery Center, Bolingbrook
- Shure Technical Center Critical Listening Center, Niles, Illinois
- Dover Air Force Base Youth Center, Dover, Delaware
- St. Peter's Church Rehabilitation, Chicago
- Allianz Global Risks, Chicago, Illinois
- Avoca West Elementary School, Glenview, Illinois
- Marie Murphy Elementary School, Wilmette, Illinois
- University of Illinois Redevelopment Project, Chicago, Illinois
- Harris Bank, Chicago, Illinois
- University of Illinois at Chicago Redevelopment Project
- Dionex Corporation Tenant Build-Out, Bannockburn, IL
- Prairie Crossing Charter School, Grayslake
- X-Sport Fitness Centers, Chicago Ridge, Naperville, Chicago Loop, St. Charles, Downers Grove

Paul Ghassan, PE

Project Manager

Education and Certifications

University of Illinois, Master of Science,
Mechanical Engineering

School of Mines and Technology,
Bachelor of Science, Mechanical
Engineering

Registered Professional Engineer:
Illinois

Professional Affiliations

American Society of Heating,
Refrigeration And Air Conditioning
Engineers (ASHRAE)

Paul Ghassan is responsible for client contact, proposals and contracts, development of mechanical and plumbing design concepts, project design management and interdisciplinary coordination. Many of his projects involve renovation and adaptive reuse requiring analysis of existing conditions and evaluations and recommendations of systems suitable to physical and operational constraints.

Paul has 20 years experience in the area of mechanical design, site inspections, energy analysis and project management for commercial, institutional, governmental and communications buildings.

Mechanical expertise includes energy conservation technology, system analysis, indoor air quality assessment, building automation systems, HVAC ventilation controls and delivery systems and high-efficiency filtration systems.

He has extensive experience at the University of Illinois, University of Chicago, Northwestern University, Chicago Housing Authority and the U.S. Department of Energy. He manages projects both large and small and provides schematic design, design development, bid assistance, construction documents and construction administration services.

Selected Project Experience

Project Manager, Lead Mechanical, North Palos School District
Renovation and new addition for five schools in the district.

Project Manager, Lead Mechanical, Peace Lutheran Church, Glen Ellyn, IL
New 40,000 sq. ft. church.

Project Manager, Lead Mechanical, College of DuPage, Glen Ellyn, IL
Feasibility study of 450,000 sq. ft. higher education instructional building.

Project Manager, Lead Mechanical, Provena Heritage Lodge – Kankakee, IL
New 25,000 sq. ft. assisted living complex.

Project Manager, Lead Mechanical, Bradley Bourbonnais High School, Kankakee, IL
Design for renovation of 300,000 sq. ft. existing high school.

City of Chicago, Department of Construction and Permits, Municipal Code Reviews
Professional municipal code compliance review services for City of Chicago for Mechanical and Plumbing for various medium to large/complex public and private projects located throughout Chicago, including new construction projects and renovation/additions.

Paul Ghassan, PE
Continued**Employment History**KJWW Engineers, Ltd.
Senior EngineerEnvironmental Systems Design, Inc.
AssociateA. Epstein & Sons International, Inc.
Senior Project EngineerHolabird & Root, Ltd.
Senior Design EngineerPrimera Engineers, Ltd.
Project EngineerAir Distribution Associates
Project EngineerChamberlain GARD
Energy System Engineer**Project Manager, O'Hare Modernization Program, H&K, H&R Plant and Rotunda Air Handling Unit Replacement**

Design for the replacement of a multi-zone AHU and associated return/exhaust fan and electrical work located in the penthouse.

Project Manager, Haugan Middle School, Chicago

Paul provided project manager and lead mechanical design services for this new 115,000 sq. ft. middle school. Our scope included contract documentation, bid assistance and requested construction administration services for MEP/FP work. The school is composed of twenty-nine 900 sq. ft. classrooms, six 600 sq. ft. classrooms, library, kitchen and dining facility, and administrative and support areas. Additionally, there is a Chicago Park District field house and a gymnasium to be shared between the school and the Park District.

Project Manager, Park Lawn Redevelopment for the developmentally disabled, Alsip, IL

Paul provided Lead Mechanical and Project Management for this 41-bed intermediate 24-hour care facility for the developmentally disabled. The project called for a phased 10,000 sq. ft. addition of two new living wings and complete renovation of the existing 15,000 sq. ft. building.

Project Manager, Public Building Commission, Senior Centers, Chicago, Illinois

For five senior centers around Chicago, ranging in square footage from 4,400 to 11,000, Paul provided project management, coordination with the Architect, PBC and Chicago Park District.

Senior Project Engineer, Albertson's, Inc., Tulsa, OK

Responsible for HVAC system design of 750,000 sq. ft. new distribution center consisting of dry grocery building, perishable building and office building. Scope included fuel station for trucks including underground fuel tanks and fueling pumps.

Senior Project Engineer, Albertson's, Inc., Brea, CA

Responsible for HVAC system design for 100,000 sq. ft. warehouse renovation and office addition to existing division office building.

Project Engineer, University of Illinois at Chicago Family Medicine Clinic

Mechanical design for clean room to meet ISO Class 7 atmosphere for pharmacy use in a medical office building. Scope included using HEPA fan filter with 99.99% efficiency.

Design and Delivery of Interior Renovation Projects

- Several Chicago Public Schools
- Northwestern University, Evanston
- University of Illinois at Champaign/Urbana
- University of Chicago
- Chicago Housing Authority, Chicago
- Ameritech Chicago Headquarters and Ameritech Central Office, Oak Park
- Northwestern Memorial Hospital, Department of Psychiatry, Chicago
- Harris Bank, Chicago
- X-Sport Fitness Clubs, St. Charles and Chicago Ridge
- Federal Reserve Bank, Chicago

Jin Hyung Lee

Project Engineer

Education and Registrations

Illinois Institute of Technology, Master of Science, Geology

Yonsei University, Korea, Bachelor of Science, Geotechnical Engineering (Civil Engineering)

Jin Lee has gained valuable experience designing mechanical and electrical systems at CCJM Engineers. He is well versed in both mechanical and electrical, provides quality check of design documents, and coordinates and spearheads the production of ME integration drawings for every project. His background in geotechnical engineering lends for extensive knowledge of site conditions as well. He is highly experienced with:

- Control Loop Diagrams
- Cable/Wire and Lighting Panel Schedules
- Key Diagrams/One Lines
- P&IDs and Piping Schedules and Physical Layouts
- Schematics and Table Drawings, Wiring, Maps

Jin Lee was responsible for Mechanical-Electrical Coordination for over 20 Commonwealth Edison backup generator installations in the City of Chicago.

His expertise also includes measurement and verification, familiarity with fluid flow, thermodynamics, heat transfer, energy systems, power systems, process design & control, materials, electrical, and engineering economic analysis. Jin possesses a wide technical knowledge base encompassing HVAC, refrigeration, lighting and compressed air systems. Demonstrated broad knowledge of regulations, guides, standards, codes, practices, and advanced engineering principles necessary to perform unique evaluations of diverse customer projects. Jin understands equipment operation, gathers appropriate information quickly, researches new processes and technologies, analyzes alternatives and applies them to standard and new applications, and supports the recommendations with clear, accurate calculations.

Project Engineer, Veteran's Administration – Westside, Chicago, Illinois
HVAC Study and preparation of scaled single line drawings of ductwork and test of HVAC systems for medical center. The study included two hospital buildings (east and west), recreation hall and chapel building, ambulatory care and outpatient clinic buildings. Also prepared consolidated as-built drawings for these buildings and verified airflow at the terminal devices. Our findings assisted the VA in planning future upgrades and improvements to the systems at these buildings. The report incorporated our observations, findings and recommendations on the air handling and distribution systems and resulted in a test and balance to help improve the comfort and air quality in many areas.

Design and Delivery of Interior Renovations

- Blue Plains Wastewater Treatment Plant, Large Valve Replacement
- Opus Group, Tri-State International
- Legal and General MEP Services
- Shure Technical Center, Niles, Illinois
- Rock Island Arsenal, Army Corps of Engineers Building, Rock Island, Illinois
- Herman Miller National Design Centers, Washington DC and Dallas, Texas
- e-Suites, Museum of Science and Industry, Chicago
- Northwestern University Book Storage Facility, Evanston, Illinois
- Northwestern University Café, Evanston, Illinois
- University of Illinois Redevelopment Project, Chicago, Illinois
- Chicago Housing Authority, Sullivan, Racine Buildings
- St. Alexander Parish & School, Palos Heights, Illinois
- Harris Bank
- X-Sport Fitness, St. Charles and Chicago Ridge, Illinois
- Public Building Commission, Senior Centers, Chicago, Illinois

Mark Spigarelli

Senior Designer

Education and Registrations

Northern Michigan University, Bachelor of Science, Industrial Technology

Satellite Broadcasting & Communications Association (SBCA) Certified

Mark has gained valuable experience in the design and implementation of plumbing systems. He has performed detailed site surveys, feasibility studies and conducted evaluations of existing systems, engineering for permit documents, shop drawing review, load calculations, among other tasks. He is abreast of Illinois Codes.

Plumbing systems include domestic hot and cold water, domestic hot water recirculation, domestic water heaters, sanitary and vent, sewage ejectors, storm water, pumps, laboratory and acid waste and vent, compressed air, acid neutralization, irrigation systems and reverse osmosis.

Selected Projects

- Gary Comer Youth Center, Chicago, Illinois
- North and South Fire Stations, Army Corps of Engineers, Ft. Campbell, Kentucky
- Segregated Mail Handling Facility, Army Corps of Engineers, Detroit, Michigan
- O'Hare Airport, South Airfield Lighting Control Vault
- O'Hare Airport, North Airfield Lighting Control Vault
- O'Hare Airport, H&K and H&R Plant and Rotunda
- Department of the Navy, Naval Administration Facility, Norfolk, VA
- Haugan Middle School, Chicago Public School, Chicago, Illinois
- Shure Technical Center, Niles, Illinois
- Dover Air Force Base Youth Center, Dover, Delaware
- Great Lakes Naval Band Facility, Building 150, Great Lakes, Illinois
- Allianz Global Risks, Chicago, Illinois
- Avoca West Elementary School, Glenview, Illinois
- Marie Murphy Elementary School, Wilmette, Illinois
- University of Illinois Redevelopment Project, Chicago, Illinois
- St. Isaac Jogues Church, Hinsdale, Illinois
- Church of St. Mary, Lake Forest, Illinois
- Harris Bank, Chicago, Illinois
- University of Illinois at Chicago Redevelopment Project
- ABN AMRO Disaster Recovery Center, Bolingbrook, IL
- Dionex Corporation Tenant Build-Out, Bannockburn, IL
- City of Naperville, HVAC Upgrade Project
- Cook County High Rise Life Safety Evaluations

Patrick J. Dolan, LEED AP

Sustainable Design Specialist

Education and Registrations

Master of Architecture, University of Illinois at Urbana-Champaign, 1994

Bachelor of Science, Business Administration, University of Illinois at Urbana-Champaign, 1984

Professional Affiliations

LEED Accredited, US Green Building Council

Patrick Dolan has performed all aspects of project delivery including client management, programming, design, preparation of specifications and construction documents, project coordination with consultants, and analyzing the effectiveness of project designs with regard to aesthetics, constructability, energy conservation, resource-efficient materials and methods, and healthy indoor environments. He has performed energy modeling analyses using DOE 2.1E, EnergyPlus, and eQuest energy analysis platforms.

Since 1998, Patrick has taught the graduate level classes, "Advanced Topics in Integrated Building Energy Design" and "Design of Energy Efficient Buildings I and II", at the Illinois Institute of Technology. The issues addressed within these classes include the design of advanced energy-efficient building systems such as, daylighting and light control, high-performance building envelopes and mechanical systems, building-integrated photovoltaics, distributed energy generation, and energy recovery. Also, was a Doctoral Advisor for four PhD. candidates in the Energy Conscious Technologies track.

Selected Project Experience

Developed various energy and life-cycle cost analysis reports for projects including the following:

- Ryerson Visitors Center Illinois Clean Energy Community Foundation Energy Efficiency Grant Report
- Ryerson Visitors Center Illinois Clean Energy Community Foundation Geothermal Grant Report
- Geothermal HVAC Project - Prairie Crossing Charter School ICECF Grant
- Energy Efficient Features Of The Prairie Crossing Charter School - ICECF Grant
- Energy Efficient Features Of The New Villa Park Police Station - ICECF Grant

Energy Modeling Submission for LEED™ Certification: Chicago Center for Green Technology. a Platinum-Certified LEED v1.0 Project for Farr and Associates.

Ford Motor Company Chicago Manufacturing Campus Sustainable Design Analysis. Unpublished report.

Villa Park Police Station Renewable Energy Study. Unpublished report.

20th District Police Station, Chicago Illinois Sustainable Design Strategies. Unpublished report.

Benedictine University's Co-generation Plant Study, Unpublished report.

C**C****J****M****CCJM Engineers, Ltd.**
Engineering Infrastructure Solutions

Patrick J. Dolan, LEED AP
Continued

Awards

ASPE - "Director's Award" for Inclusion
of CIPE Certification in Illinois State
Plumbing Code

National ASPE - Society Nominating
Committee

"Chicago Architectural Team Award"
for Buckingham Fountain Restoration

Matteson Village Hall, Matteson, IL
25,000 sq. ft. sustainable design

Chicago Police Department, Area One HQ Renovation
10,000 sq. ft., designed for LEED Silver

Chicago Fire Department Engine Company #46
Designed for LEED-EB certification

Villa Park Police Station, Villa Park, IL
New 12,000 sq. ft., designed for LEED Silver

Prairie Crossing Charter School, Phases I and II, Grayslake, IL
New 12,500 sq. ft., designed for LEED Gold

Ryerson Visitors Center, Deerfield, IL
Designed for LEED Silver

Shorebank Branch Bank, Chicago, IL
3,800 sq. ft., design for LEED Silver

Sunondo Roy, PE, LEED AP

Vice President

Education and Registrations

Bachelor of Science, Mechanical Engineering, University of Illinois at Chicago, 1988

Professional Engineer, State of Illinois
 Illinois Registration #062-049128

LEED Accredited, US Green Building Council

Professional Affiliations

American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), Member

U.S. Green Building Council, Member

Building Commissioning Association, Professional Member

National Fire Protection Association, Member

Institute of Electrical and Electronics Engineers, Member

Illuminating Engineering Society of North America, Member

Sunondo Roy's primary professional experience is in the design, selection and layout of mechanical and electrical systems for a variety of building types including commercial, industrial, aviation and institutional. Specifically, he is involved in the design and layout of HVAC, plumbing and fire protection systems, power distribution, lighting and fire alarm systems; design and implementation of energy conservation measures; Division 13, 15 and 16 specifications; and construction phase project administration of mechanical and electrical systems installation.

Mr. Roy is a LEED Accredited Professional with direct experience with LEED New Construction V2.2 and LEED Commercial Interiors, V2.0, certification. He is also responsible for coordinating and/or performing commissioning activities as part of design services.

Selected Project Experience

City of Chicago, Department of Construction and Permits, Municipal Code Reviews

Professional municipal code compliance review services for City of Chicago for various public and private projects, including new construction and renovation/additions. Scope includes issuance of written permit corrections, clarification meetings with MEP Engineer-of-Record and recommendation of issuance of permit by City of Chicago.

UNO Charter School Network, Officer Donald Marquez Campus, Chicago, Illinois

Project manager and principal designer for mechanical, electrical, plumbing and fire protection systems for gut and renovation of an existing 58,000 sq. ft. Misericordia Home and Hospital to a 24 classroom, LEED Gold (target) school with cutting edge lighting controls, demand control ventilation, energy recovery wheel and green roof.

UNO Charter School Network, Bartolome de las Casas School, Chicago, Illinois

Project manager and principal designer for mechanical, electrical, plumbing and fire protection systems for an extensive renovation of an existing 22,000 sq. ft. Catholic school to a 12 classroom school with new cafeteria and kitchen.

Public Building Commission/City Colleges of Chicago, New Kennedy King College WYCC-TV & WKKC-FM

Project manager and principal designer for mechanical, electrical, plumbing and fire protection systems for new 27,300 sq. ft. tenant build out for television (WYCC-TV) and radio (WKKC-FM) studios and production suites. The production data center is supported by a new 325 kVA UPS and 350 kW generator.

Sunondo Roy, PE, LEED AP
 Continued

Other Selected Projects Include

- SHURE, Inc. HVAC Evaluation
- Malcolm X College, First Floor Renovation
- University of Illinois at Champaign/Urbana – New Residence Hall
- Illinois Capital Development Board, Ludeman Center Remediation
- Whitney Young Magnet High School, Mechanical Upgrades

Public Building Commission/City Colleges of Chicago, New Kennedy King College IT Mechanical/Electrical Infrastructure
 Project manager and principal designer for mechanical, electrical and incidental plumbing systems for all IT closets for the entire 500,000 sq. ft. campus of 6 buildings.

Public Building Commission/City of Chicago, OEMC City Incident Center

Project manager and principal designer for mechanical, electrical, plumbing and fire protection systems for tenant build out for a 24x7 Operation, Command and Control Center at the OEMC 911 building. The facility utilizes a 18'x4' video wall, 24 dispatch consoles and computer aided dispatch operations.

O'Hare International Airport, United Airlines, Cargo Warehouse
 Project manager and principal designer for mechanical, electrical, plumbing and fire protection systems for renovation and expansion of 732,000 s.f. cargo warehouse including cargo container automated storage and retrieval system and postal mail handling system. The project also included new 2,000 kW diesel generator and paralleling switchgear.

O'Hare & Midway International Airports, United Airlines, Terminal 1 & 2 Tenant Renovations

Project manager and principal designer for mechanical, electrical, plumbing and fire protection systems for multiple renovations totaling approximately 100,000 sq. ft.

O'Hare International Airport, United Airlines, New Remote Commuter Jet Terminal

Project manager and principal designer for mechanical, electrical, plumbing and fire protection systems for new 35,000 sq. ft. remote terminal with 18 gates serving four CRJ-700 and fourteen CRJ-700 jets. Renovation of 11,000 sq. ft. of existing cargo warehouse for employee lockers and showers.

DuPage Airport, Aspen Executive Air, Executive Hanger and Offices

Project manager and principal designer for mechanical, electrical, plumbing and fire protection systems for new 27,000 sq. ft. hangar and 10,000 sq. ft. 2-story office building including a 1,000 sq. ft. data center and 1,100 kW natural gas generator.

O'Hare International Airport, City of Chicago Department of Aviation, Program Management Office (PMO) O'Hare Partners
 Provided technical oversight of MEPFP systems design for all capital improvement projects and proposed new Terminal 6 as part of the PMO team. The PMO was responsible for program, project, design and construction management oversight, cost control and comprehensive program controls, as well as coordinating with the engineering and design teams already in place.

Museum of Contemporary Art, Chicago, Illinois

Project engineer for design and specification of HVAC and atrium smoke control systems for 200,000 sq. ft. museum.



KAREN S. STEINGRABER, P.E.
President/Principal

EDUCATION

M.S.C.E., University of Texas, 1981
B.S.C.E., University of Texas, 1976
B.A., Florida Atlantic University, 1971

PROFESSIONAL REGISTRATION

Active: Texas, 1982; Wisconsin, 1992; Illinois, 1992; Iowa, 2001; Ohio, 2001; Michigan, 1989
Inactive: Colorado, 1983; Mississippi, 1984; Minnesota, 1990

BACKGROUND HISTORY

President, Terra Engineering, Chicago, IL, 1992-Present

Directs office staff for civil engineering projects including site development and infrastructure projects. Projects include site work for schools, hospitals, commercial facilities, retail and housing. Infrastructure projects include new roads, utilities and parking and transportation facilities. She provides the office management, directs marketing activities and has overall office quality control responsibilities.

Senior Associate/Department Head, Perkins & Will, Chicago, IL, 1988-1992

Directed the design of infrastructure associated with development of facilities such as schools, public buildings, medical facilities, airports and commercial centers. Primary responsibility was the management of infrastructure for a 3000-acre university in Saudi Arabia with 25 miles of roads, over 100 miles of utilities, major channelization with dam, housing for over 30,000, sewer treatment plant and water pumping facilities.

President, K-Site Engineering, Austin, Texas, 1986-88

Site and subdivision platting, permitting and construction plans, feasibility studies, hydrologic studies, utility design and processing.

Associate, Espey, Huston & Associates, Austin, Texas 1982-86

Managed the Site Development Division; managed projects and prepared civil engineering documents for site development projects and subdivisions. Projects included commercial developments, apartment complexes, large residential subdivisions and office complexes. Responsibility for 35 professionals, management and marketing projects. Design responsibilities for roadways, utilities, stormwater management and environmental controls for municipal solid and hazardous waste management facilities.

Senior Design Engineer, David Fleming Co. Denver, Co., 1980-82

Design of facilities associated with supply of water to oil shale projects and ski resorts. Facilities included dams, reservoirs, roadways, pumping and gravity pipelines. Prepared baseline environmental studies for oil shale projects.

Civil Engineer, City of Austin, Austin, Texas, 1976-78

Design of public works facilities, streets, bridges, storm sewers and sidewalks; preparation of cost estimates, specifications, construction documents and inspection of works.



KAREN S. STEINGRABER, P.E.
President/Principal

RELEVANT EXPERIENCE

Rush Hospital Addition/MOB/Parking Garage

Provided planning and engineering services for an addition to the existing hospital, new medical office building, new parking garage, design of two streets and park. Stormwater management included providing detention storage under permeable paving system in the drive between streets, utility relocations, utility services, grading for stormwater management, paving design, dimensional control for location of buildings and site features, site demolition package, and site details. Permitting through City of Chicago Department of Water Management, Department of Transportation, Office of Underground Coordination, and DCAP.

Central for Green Technology, Chicago, IL

Addition to existing buildings housing City of Chicago departments and greenhouses. This project employed "green" site techniques and sustainable designs. The paving utilized is a resin product, thus eliminating any oil products, and providing the opportunity to color the pavement in many hues. The runoff from the roof is collected in cisterns which are utilized for irrigation for the plants. The detention facilities are a series of shallow ponds which fall across the site of the new parking. The drainage sheet flows across the parking lot to swales which directs the water to the detention/filtration pond. LEED platinum certification.

Park Boulevard Redevelopment, Chicago, IL

Terra is coordinating the work of seven architects, landscape architect, utility companies, design-build engineers, and City of Chicago, for redevelopment of 31 acre former CHA site for mixed use/housing. Terra is also designing the site development, streetscape, parks, and utilities. Project is developing in phases, and is currently in Phase I with permitting, pricing and construction of model center.

City of Chicago Fire Stations, Chicago, IL

Providing civil engineering design for six new fire stations. Project included providing design and construction documents for the various sites, including detention for stormwater management as well as grading, utility, site details and construction services.

Town of Cicero – Public Buildings and Parking Garage

The town of Cicero developed a new community center, police station, parking garage and open spaces for the benefit of the residents. Terra provided the civil engineering design and documents for the new buildings, open spaces, parking areas, and detention facilities. Stormwater detention was provided in a surface/below grade performing area, and in underground piping. Documents included utilities, grading, dimensional control, site details, and specifications.

Chicago Public School Campus Parks

Provided construction documents for new campus parks, including grading, drainage and pavement rehabilitation. Parks include: Gunsaulus, Faraday, Graham, Armour, Wentworth, Calhoun, King/Price, Westcott, Pulaski, Bryne, Addams, Sumner, Gale, Greene, and Stone Academy.



KAREN S. STEINGRABER, P.E.
President/Principal

AWARDS/AFFILIATIONS

Tau Beta Pi, Engineering Honor Society
Phi Kappa Phi, Honor Society
T.U. Taylor Engineering Scholarship
University of Texas Scholar
EPA Fellowship

Nat. Society of Professional Engineers
Illinois Society of Professional Engineers
American Society of Civil Engineers
University of Texas – Advisory Board for College of Engineering
Bradley University – Advisory Board for College of Engineering

PROFESSIONAL PAPERS

"GIS Lays Foundation for Saudi Arabian University", Geo Info Systems, 1992.
"Environmental Assessment", Northwestern University, 1988.
"Water Supply for Snowmaking Demand", 1982.
"Analysis of Streamflow and Water Quality in Elk Creek Basin", 1982.
"Appraisal Report on Main Elk Dam Wheeler Gulch Pipeline", 1981.
"Removal of Methane from Landfills".
"Guidelines for Assessment, Design and Operation of Municipal Landfills."



DANIELLE KOWALEWSKI

Assistant Project Manager

EDUCATION

Bachelor of Architecture with a Minor in Computer Aided Design
Illinois Institute of Technology, Chicago IL, May 2004

WORK EXPERIENCE

Asst. Project Manager, Terra Engineering, Ltd.

As an Asst. Project Manager, Danielle has been involved in the planning, designing, and permitting of varied site development projects in the Chicagoland area including the following:

- University of Illinois ACT building – Site design for a new science building on the Chicago campus. Documents included site demolition, grading/drainage/detention design, utility connections, and site details.
- 2200 S. Busse, Elk Grove Village, IL - Site design for the renovated high tech facility and permitting with the Village of Elk Grove, MWRD, and Cook County Highway Department
- CHA Scattered Sites – Site design and project management for CHA residences throughout Chicago. Work included modifying the site to comply with current ADA requirements.
- Harlem & Ontario – Site design for this commercial and residential mixed-use development in Oak Park, IL, and permitting with MWRD and the Illinois Department of Transportation (IDOT). Calculated pre and post run-off rates and quantities to gain LEED credit for the site.
- Fire Stations 102 and 121 – Site design for two fire stations in Chicago, permitting with the City of Chicago's Department of Water Management, permitting with Chicago Department of Transportation, preparation of specifications, and project management.
- 14th and State – Site design for the residential tower and parking garage in Chicago's South Loop. Site work also included a park at grade. Coordinated with the Water Department the various water taps and cut and caps necessary for development.
- Clark and Polk - Collected data for Due Diligence reports, tasks included various site visits, mapped site utility locations, cost estimating, and preliminary grading studies.
- Rush University Medical Center – Site design, project management and permitting for this multi-phased construction development for the prestigious Rush Medical Center. Work included coordination and meeting with Chicago's Water and Sewer Department, preparation of design documents, and permitting with the Department of Water Management.
- Juarez High School – Site design and project management for this four part construction project for this south side City school. Work included awareness of various utility easements trisecting the sites as well as appropriate utility design in response.



DANIELLE KOWALEWSKI
Assistant Project Manager

WORK EXPERIENCE CONT'D

Architectural Intern, Blue Work Design Group

- Contributed to research and layout for a published work on wall systems
- Rendered drawings for an international design competition
- Responsible for compiling and printing a request for proposal

Architectural Intern, Engineering Ministries International

- Designed a hospital for Ibadan, Nigeria
- Organized group travel and correspondence
- Drafted architectural construction documents for a church in Tanzania



J. DANNY PARK

Project Engineer

EDUCATION

Master of Professional in Construction Management
Illinois Institute of Technology, Illinois, December 2008
Bachelor of Science in Civil Engineering
Illinois Institute of Technology, Illinois, December 2005
Bachelor of Science in Civil Engineering
Ajou University, South Korea, December 2004

EXPERIENCE

Project Engineer, Terra Engineering, Ltd. Chicago, IL, January 2006 – Present

Responsibilities include calculations related to stormwater management, design of storm sewers site and roadway grading, utility design, cost estimates, production of construction documents, permitting and construction observation. Site development projects include planning, design, and production of construction documents for sites such as commercial developments, schools, office, hospitals, parks and residential. Projects include:

- Sisters of Mercy – Senior Housing Town
- South West Area Middle School
- Juarez Addition
- Poetry Foundation

Assistant Civil/Structural Engineer, Dome Design Build Clarendon Hills, IL, May 2005 – August 2005

- Performed site development, storm water management calculations
- Structural analysis and design for residence and commercial buildings
- Utilized AutoCAD software to create & arrange a majority of project documents

ACTIVITIES/AWARDS

- Engineer Intern Training (EIT)
- IIT High Honors Graduate
- IIT Dean's List for Academic Excellence
- Tau Beta Phi Engineering Honors Students
- ASCE Member
- 1st Place team at IPRO competition; Spring 2004
(Designed the University's Main Library in Dubai, UAE)
- Participant in '05 Regional Steel Bridge Competition hosted by ASCE
- International Student Scholarship at IIT
- Outstanding Student Scholarship at Ajou University
- President of IIT Korean Christian Association
- ARCOM (U.S. Army Commendation Medal)
- Honor Senior KATUSA (Korea Augmentation To the US Army)

Lindsay & Associates, Inc.

Consulting Structural Engineers

Terrence M. Lindsay, PE, SE, SECB

Principal
Lindsay & Associates, Inc.
Consulting Structural Engineers

Education Illinois Institute of Technology, Bachelor of Science in Civil Engineering, 1983
Keller Graduate School of Management, Master of Business Administration, 1989

Registrations Structural Engineer: Illinois
Professional Engineer: Illinois, Indiana, Wisconsin, Michigan, Missouri, Arizona, Georgia

Project Role Principal-In-Charge

Elgin Community College – Visual and Performing Arts Center

Elgin, Illinois

The project consisted of multi-storied art, music and drama complex of approximately 147,500 square feet (sf). The Center features a two-story pedestrian walkway which serves as the building's major thoroughfare connecting it to the Advanced Technology Center on the southeast and the Events Center on the northwest. The 3-story visual arts wing includes classrooms, studios, and built-in exhibition space. The music wing facilities include practice rooms, classrooms for music theory, rehearsal facilities, and a music library. The drama wing features a completely equipped proscenium theatre with 450 main floor seats, 208 balcony seats, and box seating. Back-of-the-house space is functionally integrated for set construction, storage, dressing rooms, and office. SecondSpace Theatre, a small experimental theatre with flexible seating, and the Recital Hall provide for various performing types, rehearsals, and classes. These facilities seat 132 and 50, respectively. The Project's Total Construction Cost less site work and FFE (TCC), is approximately \$18,000,000.00.

Barsema Hall, Northern Illinois University

DeKalb, Illinois

This project consisted of a three-story office/classroom building of approximately 145,000 square feet (sf) with a single story auditorium on the second floor, tiered classrooms on the third floor and an atrium volume area near the center of the structure. The structural framing system for this project utilized structural steel framing with composite slab on deck construction for the second and third floors and steel bar joist framing for the roof structure. The lateral loads are resisted by a combination of steel moment frames and braced frames. The Project's Total Construction Cost less site work and FFE (TCC), is approximately \$20,500,000.00.

Hampshire High School – District 300

Auxiliary Gym & Music Wing Additions and Curriculum Enhancement

Hampshire, Illinois

The Curriculum Enhancement portion of this project consisted of a second floor Auxiliary Gym Addition of approximately 5,850 square feet (sf) over the existing locker rooms, a first floor Mechanical Room and Storage Room Addition of approximately 1,620sf to the south of the existing locker room, and a second floor Classroom Addition of approximately 4,600sf over the existing Music Wing plus the remainder of Curriculum Enhancement line items (e.g. Science Lab and Office Remodel, etc.). The Total Cost of Construction of the "Curriculum Enhancement" is approximately \$1,950,000.00.

Harry D. Jacobs High School – District 300

Algonquin, Illinois

The structural aspects of the project included a new Gymnasium Addition, the expansion of the existing Auto Shop & Wood/Plastics, new classroom infill buildings in the existing Courtyard and on both sides of the existing Glazed Corridor and the remodeling of the Learning Center in addition to other interior remodeling of a non-structural nature. The cost of construction of the structural aspects noted above, is approximately \$3,964,000.00 (\$1,412,000 PE Addition + \$306,000 Auto Shop & Wood/Plastics Expansion + \$706,000 Courtyard Infill + \$385,000 Glazed Corridor Infill + \$1,155,000 Learning Center Remodeling).

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Lindsay & Associates, Inc.
Consulting Structural Engineers

Robert R. Raabe, PE, SE

Senior Project Manager / Senior Structural Engineer
Lindsay & Associates, Inc.
Consulting Structural Engineers

Education Illinois Institute of Technology, Bachelor of Science in Civil Engineering, 2000
Benedictine University, Bachelor of Arts in Engineering Science, 2000

Registrations Structural Engineer: Illinois
Professional Engineer: Illinois

Project Role Senior Project Manager / Senior Structural Engineer

New K-5 Elementary School – Lake Bluff School District 65

Lake Bluff, Illinois

The Project consists of a new two-story K-5 elementary school of approximately 81,000 square feet (sf). The Project's Total Construction Cost less site work (TCC), is approximately \$21,000,000.00.

Academic and Athletic Performance Center, Northern Illinois University

DeKalb, Illinois

The Project consists of a single-story strength and conditioning building of approximately 15,225 square feet (sf), a single-story training building of approximately 9,975sf, a one-story connection link to the west bleachers of 827sf, a below-grade utility tunnel extension, a two-story academic/coaching building of approximately 38,550 total sf (2 x 19,275sf), and an exterior elevated terrace of approximately 3,004sf. The Project's Total Construction Cost less site work (TCC), is approximately \$8,500,000.00.

Inwood Athletic Club - Addition and Remodeling, Joliet Park District

Joliet, Illinois

The project consisted of a two story addition to the existing Joliet Park District's Inwood facility. The building is approximately 51,750sf and houses the park district's new health club and contains a swimming pool and supporting spaces on the first floor. The second floor includes a running track, aerobics room, a free weight area and several other fitness activity areas. Structural steel frames with a composite slab on deck second floor support the gravity loads, while the lateral loads on the building are resisted by masonry shear walls. The Project's Total Construction Cost less site work (TCC), is approximately \$10,679,810.00.

Dundee-Crown High School – District 300

Carpentersville, Illinois

The structural aspects of the Project included a new Gymnasium Addition, the remodeling of the existing Gymnasium, the remodeling of the existing Auditorium and the expansion of the Media Center in addition to other interior remodeling of a non-structural nature. The cost of construction of the structural aspects is approximately \$3,946,000.00



TERRY GUEN DESIGN ASSOCIATES
I N C O R P O R A T E D
Landscape Architecture-Urban Design-Planning-Analysis

Terry Guen, ASLA 's two-decade career as landscape architect and urban designer is dedicated to the planning, design, and construction of sustainable urban public spaces, to improve the quality of the environs and people's daily lives. A student of Ian McHarg at the University of Pennsylvania, Terry applies a basis of regional ecology to create aesthetic landscape design, within a framework of engineered urban infrastructure. Ms. Guen's experience includes waterfront, streetscape and retail area planning, mixed-use development, schools, housing for city neighborhoods, and design of parks and open spaces. Ms. Guen has worked on a national level as landscape architect for the Manhattan's 5½ mile West Side Waterfront Park, the Charles River Basin in Boston and Cambridge, Massachusetts, and the F & G Streets Retail District, Washington, D.C.

As Principal and President of Terry Guen Design Associates, Inc., Ms. Guen's is landscape architect of record for Chicago's Millennium Park. Other recent large scale public designs include Chicago's South Lakeshore Drive Reconstruction Project -Jackson Park, North Avenue Beach Park, and River Edge Park in Aurora, Illinois. Master Plans include Milwaukee's Northeast Side, Hegewisch Marsh Environment Center Chicago, Pilcher Park, Joliet, Illinois, and Stewardship Plans- Fontana, Wisconsin.

Education

Certificate Urban Design, University of Pennsylvania, Philadelphia, PA, 1987
M.L.A., University of Pennsylvania, Philadelphia, PA, 1986
B.A. Chemistry, Bowdoin College, Brunswick, ME, 1981

Professional Experience

Current Terry Guen Design Associates, Inc., Landscape Architecture & Urban Design
1992-98 Terry Guen, Landscape Architect
1989-92 Carr Lynch Hack and Sandell, Cambridge, MA.
1988 Hanna/Olin Ltd., Philadelphia, PA.
1986-1987 University of Pennsylvania Studio Critic: Growth Management Planning
1986- 87 Wallace Roberts and Todd, Philadelphia, PA. (now WRT Design)
1985 Coe & Lee Associates, Philadelphia, PA.
1984 Philadelphia Citywide Development Corporation, Philadelphia, PA.
1983 Fairmount Park Commission, Philadelphia, PA

Professional Achievements & Awards

2008 Greentown Conference, Aurora, Illinois
2008 AIA Continuing Education Panel, Integrating Sustainable Landscapes In Projects
2008 Chicago Botanic Garden, Continuing Education, Native and Sustainable Planting
2008 EPA Women and Arts Lecture, Terry Guen Design Associates, Landscape Architects
2007 ILASLA Award: Aurora River Edge Park Master Plan, Aurora, Illinois
2007 ILASLA Award: Best Graphics
2007 AIA Award for Schiff Residence, Chicago, IL
2006 Illinois Institute of Technology, Chicago, Landscape and Urbanism Lecture
2005 Iowa State University, Shade Tree Short Course, Keynote Speaker
2005 Shenyang International Horticulture Expo - Designer of Chicago Garden for Sister Cities International
2004-07 Numerous Awards, Chicago's Millennium Park
2004 Midwest Engineering - South Lake Shore Drive Reconstruction Project
2004 Art Institute of Chicago - Millennium Park Landscape Design Panel
2004 Chicago Architectural Foundation - Lurie Garden
2004 Illinois Arborist Association, Continuing Education
2003 ILASLA Beachside Transition, 63rd Street Beach, Chicago, IL
2003 EPA Native Landscaping Award, 63rd St. Beach, Chicago, IL

Licensure

Current State of Illinois, State of Wisconsin (original Licensure Commonwealth of Pennsylvania, 1988)



TERRY GUEN DESIGN ASSOCIATES
I N C O R P O R A T E D
Landscape Architecture-Urban Design-Planning-Analysis

Kees Lokman is landscape architectural designer with Terry Guen Design Associates. From Wageningen, the Netherlands, Kees has experience as a designer of landscapes and streetscapes for mixed use development in urban and rural settings. His academic background is built upon a strong Dutch planning and design tradition, providing innovative and environmentally sensitive solutions for multiple uses for densely populated land in a complex hydrological delta landscape. His work includes redesign of urban post-war neighborhoods for contemporary use and ecological sustainability.

Kees' project experience at TGDA includes Ecological Master Plans for the City of Chicago's 130 acre Ford Calumet Environmental Center and the Village of Fontana (WI) Duck Pond Recreation Center. He is project designer for Aurora's River Edge Park, for which he received the 2007 Illinois ASLA Award for excellence in graphics. The Master Plan rehabilitates the post-industrial Fox River shoreline into a setting of natural beauty, where the flow of the river is felt, connections to history and community can be realized; a place for exploration, celebration, interaction, and nourishment of the human spirit. Additionally he is designer and project manager for several LEED rated CPS schools that focus on creating campus spaces which move students and staff through sustainable green environs as part of their daily site experience.

Recently Kees joined the faculty of Archeworks, alternative design school located in Chicago, where students work in multidisciplinary teams with nonprofit partners to create design solutions for social needs. He is leading the Little Village Pocket Parks Project; students are partnered with a group of community-based organizations in Chicago's Little Village community to design of a series of new community-managed open spaces, or Pocket Parks.

EDUCATION

M.L.A, Wageningen University, Wageningen, the Netherlands, 2006
Study Abroad, University of Sheffield, Sheffield, England, 2004
B.L.A, Wageningen University, Wageningen, the Netherlands, 2003

PROFESSIONAL EXPERIENCE

2008- Archeworks, Chicago, Facilitator
2006- Terry Guen Design Associates, Inc., Landscape Designer
2004-05 The Office of Piet Oudolf, the Netherlands; Landscape Architect
2004 Haver Droeze, Amersfoort, the Netherlands; Jr. Landscape Architect
2003 BRO, Vught, the Netherlands; Landscape Architecture Intern

Professional Affiliations

American Society of Landscape Architects
Midwest Ecological Landscaping Association (MELA)
Midwest Permaculture

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Fax (773) 409-5499
hjessler@hjesslerassociates.com

Helen J. Kessler, FAIA, LEED A.P.

AREAS OF SPECIALTY

- Nationally recognized authority on sustainable design and energy efficiency
- Leadership in Energy and Environmental Design (LEED[®]) consulting
- Lighting and energy efficiency design and analysis
- Strategic energy management planning
- Renewable energy technologies
- Commissioning and Retro-Commissioning consulting

EDUCATION

- M.B.A., The Wharton School, University of Pennsylvania, Philadelphia, PA (1986)
- Bachelor of Architecture, The University of Arizona, Tucson, AZ (1975)

EXPERIENCE

- President, HJKessler Associates, Chicago (2003 - present)
Manage consulting practice specializing in sustainable design, LEED, energy efficiency and building commissioning. Assist project teams with development of sustainable design goals and LEED certification. Kessler works with a broad range of clients including architects and building owners representing non-profit, educational and commercial projects. Select projects include Exelon's LEED Platinum headquarters, Orland Park's LEED Gold police headquarters and the LEED Platinum Jewish Reconstructionist Congregation.
- Executive Vice-President, Sieben Energy Associates, Chicago (1991 - 2003)
Designed and implemented sustainable design and LEED, energy efficiency, lighting design, building commissioning, renewable energy and strategic energy management services. Responsibilities included business development, project management, employee supervision and strategic planning. Managed projects for diverse commercial, institutional, industrial and public clients, some of which included the City of Chicago, California Energy Commission, AT&T, Lucent Technologies, University of Chicago, Allstate, McDonald's and many real estate and architecture firms.
- Project Director - Technical Services, Hyatt Hotels Corp. (1989 - 1991)
Supervised design of three new hotels. Responsible for managing renovation projects totaling \$40,000,000 for 14 hotels. Developed capital budgets; determined project design intent; supervised consultants; negotiated contracts; coordinated purchase of furniture, fixtures, and equipment (FF&E); directed contractors; and coordinated projects with hotel management. Ensured on-time, on-budget delivery of projects.
- Project Manager, Richard I. Rubin & Co., Inc. (1987 - 1989)
Managed all aspects of design, construction, purchasing, budgeting, and contract negotiation relating to the development of 183-room luxury hotel. Managed \$8+ million FF&E budget.
- Project Manager, The Enterprise Development Company (1986)
Coordinated tenant fit-out for specialty retail center in Hartford, CT.
- Project Architect, The University of Arizona, Environmental Research Laboratory (1977-1984)
Designed solar homes and U.S. Department of Energy Passive Cooling and Heating Experimental Facility. Performed research on solar and low-energy heating and cooling

technologies. Solar energy columnist for *The Arizona Daily Star* (1982 - 1984). Taught solar energy course at The University of Arizona College of Architecture. Trained builders and homeowners in design of passive solar systems.

PROFESSIONAL AFFILIATIONS

- Licensed Architect, States of Illinois and Arizona
- Fellow, American Institute of Architects (AIA)
- LEED Accredited Professional and Corporate Member, U.S. Green Building Council
- US Green Building Council Chicago Chapter Board of Directors (2007 - 2008)
- Chair, Education/Research Committee, US Green Building Council, Chicago Chapter (2002 - present), Member, Program Committee
- US Green Building Council, Voting Member LEED for Commercial Interiors Core Committee (2006 - 2007); member Heartland Regional Council (2007)
- US Green Building Council, LEED™ New Construction, Existing Buildings and Energy and Atmosphere TAG Corresponding Member
- Chicago Real Estate Executive Women (CREW), Board of Directors (2005), Secretary (2006 - 2007), member Communications Committee
- Voting Member, ASHRAE Commissioning Guideline Committee (GPC-0) (1999 - 2005)
- Chair, Energy Code Committee, Chicago Buildings Department (1999 - 2003)
- Chicago Chapter AIA, Board of Directors (1995)
- Chicago Chapter AIA, Co-Chair - Committee on the Environment (1993 - 1995)
- Commissioner, Arizona Solar Energy Commission (1979 - 1984)
- Co-chair and board member, Arizona Solar Energy Association (1979 - 1984)
- Commissioner, Tucson-Pima County Metropolitan Energy Commission (1980 - 1984)
- Illuminating Engineering Society of North America (IESNA)

PUBLICATIONS AND AWARDS (partial list)

- "White Roofs - Are They Sustainable?," AIA Chicago *Focus*, April 2007
- "Sustainable Design - A Call to All Architects," AIA Chicago *Focus*, February 2007
- "Commercial Interiors - New Opportunities for Sustainable Design," AIA Chicago *Focus*, June 2005
- "An Integrated Approach to Designing High Performance Buildings," AIA Chicago *Focus*, May 2005
- "Living An Impossible Promise - Enjoying The Journey," *Conference for Global Transformation*, San Francisco, CA, May 2004
- "Prototype LEED™ Libraries for Chicago," *Greenbuild*, a Conference of the U.S. Green Building Council, November 2003
- "Creating A Strategic Energy Management Plan To Reduce Costs At The University Of Chicago," *Greening of the Campus*, September 2003
- "Discourses for a World of Abundance," *Conference for Global Transformation*, August 2003.
- "Resources for Sustaining Healthy, Productive and Abundant Lives," *Conference for Global Transformation*, September 2002.
- "Retro-Commissioning the Headquarters Building of Information Resources, Incorporated," *Tenth National Conference on Building Commissioning*, May 2002.
- "Selected Best Practices for Successful City Energy Initiatives," *Prepared for the U.S. Conference of Mayors*, May 2001.
- Chicago Section IESNA 2000 EPRI Award for Lighting Design Excellence, South Shore Bank, 35th Street Branch
- "Increasing Property Value Through Efficient Energy," *Environmental Design & Construction*, May/June 1999.
- "Maintenance, Operation and Repairs (MORES) - A Utility Re-Commissioning Program," *Seventh National Conference on Building Commissioning*, May 1999.

- "Efficient Use and Smart Purchasing of Energy," *NEOCON 98*.
- "In the Right Light," *Journal of Property Management*, September/October 1998.
- "Using an Integrated Approach to Achieve Superior Energy-Efficient Buildings," *Energy User News*, October 1997.
- "Commissioning the Air Handling System in an Existing Office Facility," *Fourth National Conference on Building Commissioning*, May 1996.
- "Saving Energy through Design Assistance Review of New Educational Building," *Greening of the Campus*, April 1996.
- "Improve Productivity and Reduce Operating Costs by Using an Integrated Approach to Achieve Superior Energy-Efficient Building," *NEOCON 95, Conference Proceedings Vol. II*, June 1995.
- "Re-Commissioning an Existing Large Facility for Energy-Efficiency," *Third National Conference on Building Commissioning*, May 1995.
- "ROI Considerations Go Beyond Simple Payback," *Energy User News*, August 1994.
- "Light Perceptions," *The Construction Specifier*, March 1994.
- "Valmeyer, Illinois: The Potential For a Sustainable Community," *Inland Architect*, Spring 1994.
- "Recommendations on a Tool Kit For Community Sustainable Development," Results of the Wingspread Conference, published by U.S. Department of Energy, January 1994.
- "Lighting the Way to Lower Operating Cost and Increased Productivity," *NEOCON 93, The World Exposition on Facilities Planning, Design and Management*, June 1993.
- Over 20 publications on solar energy for journals, national and international conference proceedings (1978 - 1984), column on energy efficiency and solar design for *The Arizona Daily Star* (1982 - 1984) and invited presenter to over 75 local, national and international seminars, workshops and conferences.

Ramesh Nair
Project Executive



Mr. Nair functions as a Project Executive in all aspects of Construction Management Services for Vistara Construction Services. He is responsible for the Coordination, Quality & Cost Control aspects for large institutional and commercial developments.

Prior experience was with McClier and Skidmore, Owings and Merrill on Bank of America roll-out projects in California and International projects at Ludgate-Phase II, London.

Education

Master of Science (1990)
(Building Performance/ Diagnostics)
Carnegie Mellon University
Pittsburgh, PA

Bachelor of Architecture (1988)
(Architectural Design)
Mangalore University
India

References

Jones Lang LaSalle
Laura Beebe, Vice President
135 South LaSalle, Suite 2025
Chicago, IL 60603
(773) 706-1023

U.S. General Services Administration
Scott Hirashima, COR
230 South Dearborn Street, 36th Floor
Chicago, IL 60604
(312) 886-5604

S.B. Friedman & Co.
Stephen Friedman, Principal
221 N. LaSalle Street, Suite 820
Chicago, IL 60601
(312) 424-4260

Awards:

Construction Excellence
General Services Administration 2005

GSA Design Awards 2006
Conservation Citation
U.S. Custom House Renovation

J.C. Kluczynski and E.M. Dirksen Federal Buildings (GSA), Chicago, IL (2005-2007) Construction Manager for a Design-Build project for curtain wall renovation at this National Historic Landmark eligible building. This included the repair and replacement of the original curtain wall system, replacement of deteriorated building joint seals, and applying Blast Resistant film to all windows. Budget \$24 million.

Kennedy King College, Chicago City Colleges and PBC, Chicago, IL (2005-2007) Project Executive responsible for the development of the construction schedule, construction cost estimates and value engineering services. Managed a team responsible for various aspects of the 6-building campus, where on-site supervision of project quality controls and deadlines were reviewed daily. Budget \$150 million.

U.S. Custom House, Exterior Façade Repairs, 610 S. Canal, Chicago, IL (2003-2005) Construction Manager for the Rehabilitation of U.S. Custom House including the repair and replacement of face limestone and granite panels, interior blast proofing and parapet reconstruction. Budget \$8 million.

U.S. General Services Administration (GSA) RFP preparation/ source selection/ project execution for the U.S. Custom House in Chicago (2003-2005). Cost estimating/ value engineering services for the Milwaukee courthouse (2001). Construction Management services for Hammond, Indiana Federal Courthouse (1998-2002). Total budget \$75 million.

City of Chicago, TIF Program (1997) Cost estimating services for various buildings and sites that required 'Tax Incremental Financing' from the city. Projects included a 270-unit condominium ('The Columbian'), the Old U.S. Post Office at Harrison/ Canal, Block 37 Studios at Washington and State, adaptive reuse of buildings on Maxwell Street (University of Illinois at Chicago). Program cost budgets in excess of \$100 million.

Chicago Public Schools (CPS), Capital Improvement Program (1996-Ongoing) Program Analysis and Implementation for over 30 new schools and additions (1996-2001) with a budget in excess of \$650 million. Renovation cost reports at various projects including window/ roof replacement, masonry tuck-pointing, site enhancements and fire alarm/ life safety upgrades.

Anna E. Klima

Assistant Project Manager / Estimator



Education

Master of Architecture
University of Michigan, Ann Arbor

Bachelor of Arts in
Architectural Studies
University of Illinois at Chicago
Chicago, Illinois

References

DMJMHN
Tom Grant, Project Manager
(714) 567-2639

City of Park Ridge
Juliana Maller, Assistant City Manager
(847) 318-5206

Ms. Klima functions as a Construction Cost Estimator/ Project Scheduler in all aspects of Architectural and Construction services. She is responsible for quantity and cost estimating, carrying out field surveys, site evaluation and space planning. Her Architectural background allows her to understand the needs of the design professional while considering budgetary constraints.

North Air Traffic Control Tower/ Administrative Base Building, O'Hare International Airport, Chicago, Illinois. Construction cost estimates for a new airport control tower including a 9,000 SF administrative building. Assisted in incorporating value engineering proposals to meet FAA/ City of Chicago budget requirements and reviewed bulletins. Budget \$23 million.

United Airlines Cargo Facility Relocation, O'Hare Modernization Program (OMP), Chicago, Illinois. Replacement In-Kind construction cost estimate for a new single-story 700,000 SF cargo facility, including a basement, on-site parking, a sustainable design allowance and a breakdown of required upgrades that comply with current codes, ordinances and local standards. Budget \$75 million.

J.C. Kluczynski and E.M. Dirksen Federal Buildings (GSA), Chicago, Illinois. Assisted the Construction Manager in a Design-Build project for curtain wall renovation of a National Historic Landmark eligible building. This includes the repair and replacement of the original curtain wall system, replacement of deteriorated building joint seals, and applying Blast Resistant film to all windows. Budget \$24 million.

U.S. Custom House, Exterior Façade Repairs (GSA), Chicago, Illinois. Monitor the exterior rehabilitation of limestone, granite and new parapet work on a day-to-day basis. Assists construction manager in construction progress - putting together monthly reports, meeting minutes, punch-list reviews, etc. Estimated budget \$9 million.

Kennedy King College, Chicago City Colleges and PBC, Chicago, Illinois. Multiple construction cost estimates for a new 6-building college campus (total 500,000 SF) including off-site parking and site work. Assisted in value engineering exercises that allowed owner to meet target deadlines and budgets. Completion date July 2007. Budget \$150 million.

FedEx Hangar Facility, Memphis, TN. Multiple cost estimates for the renovation and addition at FedEx's Memphis facility to facilitate the New Airbus A380 and supporting services. Budget \$90 million.

New Faith Baptist Church (Matteson, IL) & St. Thomas United Methodist Church (Glen Ellyn, IL). Various cost estimates for new churches including site-improvements, renovation of existing spaces, and phased construction. Costs between \$10 million and \$30 million.

Sheridan & Devon Apartments (CHA), Chicago, Illinois. Cost estimating services for interior renovation of existing units including interior, mechanical, electrical, and plumbing systems (250,000 SF). Construction Budget in excess of \$18 million.



BILL CONNER

Principal, Bill Conner Associates LLC

Bill approaches each project with passion and commitment. Every project is a unique problem requiring discovery of the needs and desires of all of the users and stake holders of a facility. Bill's early investigation utilizes both formal, structured approaches as well as non-traditional techniques including extended on site stays permitting easy, informal interchange with the users and conducting design workshops where, with quick drawing and modeling techniques, users can react immediately to and participate in the conceptual and schematic design of the actual spaces.

Bill Conner's professional training allowed him to combine college teaching with work as a professional lighting designer for five years early in his career. He taught at SUNY Potsdam, Bates College, and Colby College. While teaching in Maine, he designed lights for the Felice Lesser Dance Theatre Foundation, New York, and for Maria Jimena Lasansky. During this time, Bill was appointed to the Maine State commission on the Arts and Humanities Dance Panel. In 1982 he became a full time consultant, specializing in comprehensive systems planning and facility design services for performing arts programs and worship facilities.

Bill graduated from SUNY Potsdam with Honors in 1974 and earned an MFA from the Yale School of Drama in 1979. Bill is a member and codes officer of the American Society of Theatre Consultants since 1989; a member of the Entertainment Services and Technology Association and member of it's Technical Standards Committee and Rigging Working group, a member of the United States Institute of Theatre Technology, and the National Fire Protection Association. He participates actively in the development of the national model building and fire codes as the Senior member of Technical Committee for Assembly Occupancies and Membrane Structures of NFPA 101, the Life Safety Code, serving since 1988. Bill also is on the committee for NFPA 5000, The Building Code and frequently testifies at the code change hearings for the International Building Code. He has been a member of the Special Occupancies sub-committee for the ADAAG Federal Review Advisory Committee representing ASTC; and author of proposed changes submitted to the Access Board regarding sightlines and distribution of wheelchair locations and is a member of the ANSI A117.1 committee, the Standard for Accessibility, currently chairing it's task group for coordination of the Standard with the International Building Code.

Bill Conner is a Certified Rigger - Theatre, being one of the first class to take and pass the examination prepared by the Entertainment Technician Certification Program.

Employment

Consultant and Owner, Bill Conner Associates LLC, Oak Park, Illinois	March 2005 to present
Principal Consultant, Schuler & Shook, Inc. Chicago, Illinois	February 1999 to February 2005
Consultant, Jent/Boys Inc. Oak Park, Illinois	June 1989 to February 1999
Consultant, Systems Design Associates Inc. New Haven, Connecticut	June 1982 to June 1989
Associate Professor, Bates College, Lewiston, Maine	September 1979 to June 1982
Professor Adjunct, Colby College, Waterville, Maine	September 1978 to June 1979
Professor Adjunct, SUNY Potsdam, New York	September 1974 to June 1975

BILL CONNER ASSOCIATES LLC

Selected Projects as Consultant

Detroit Public School High School for the Fine and Performing Arts, Michigan	Brigade Activity Center, USNA, Annapolis, Maryland
Hardin County Performing Arts Center, Elizabethtown, Kentucky	Fine Arts Center, Fairfield University, Fairfield, Connecticut
The Kinkaid School Performing Arts Center, Houston, Texas	Des Plains Park District, Des Plaines, Illinois
Detroit Symphony Orchestra Hall Expansion, Michigan	Willow Creek Community Church, South Barrington, Illinois
State Theatre, Traverse City, Michigan	The Disney Institute, Orlando, Florida
Word of Life Church, Jackson, Mississippi	University of Evansville, Evansville, Indiana
Henry Ford High School, Detroit, Michigan	Henderson Community College, Henderson, Kentucky
Tufts University Arts Center, Medford, Massachusetts	West High School, Iowa City, Iowa
Goldstein Auditorium, Syracuse University, New York	Vanderburgh Auditorium, Evansville, Indiana
Palace Theatre, Manchester, New Hampshire	Crossroads Christian Church, Cincinnati, Ohio
Mary Burch Auditorium, Newark, New Jersey	School for the Creative & Performing Arts, Cincinnati, OH
Experimental Media Facility, MIT, Cambridge, Massachusetts	Alley Theatre Renovation, Houston, Texas
	eta Creative Arts Foundation, Chicago, Illinois

Awards

2008 National Fire Protection Association Special Achievement Award

Publications

"Changes Proposed for the NFPA Life Safety Code"	USITT Sightlines, 1989
"Review of Fire and Building Codes for Stages"	USITT Sightlines, 1990
"The ADA is a Building Code"	Theatre Crafts, 1992
"Burning Issues in Fire Curtain Regulation"	Protocol, Spring, 2001
"Fire Protection for Stages without Reliance on the Fire Safety Curtain"	Theatre Engineering and Architecture, Volume 3, 2002
"Fusing Art and Science in Worship"	Church Executive, February, 2004
"Spotlight on Theater Accessibility"	Building Safety Journal, June, 2007

Personal

Besides attending plays as often as possible with his wife of 34 years, Kim Michel Conner, Bill is an avid outdoors adventurer, especially enjoying canoeing with his two teenage sons, Will and James, in the Boundary Waters Canoe Area and camping wherever the Boy Scouts go. Bill and his family are all members of and active in the Fair Oaks Presbyterian Church. When not consulting on theatres, participating in the development of codes and standards, or adventuring out-of-doors, Bill continues to restore and renovate the family's 1904 builder's prairie style four-square house, just a few blocks from the Frank Lloyd Wright home and studio.

BILL CONNER ASSOCIATES LLC



PAUL SANOW

Consultant, Bill Conner Associates LLC

Employment

Theatre Consultant – Bill Conner Associates LLC	2007 – present
Technical Sales Specialist – Vincent Lighting Systems, Erlanger, KY	2002 – 2007
Adjunct Instructor (temporary appt) – University of Cincinnati, CCM, Cincinnati, OH	2001 – 2002
Project Manager – Vincent Lighting Systems, Erlanger, KY	1998 – 2002
Field Service Technician – Vincent Lighting Systems, Cleveland, OH	1992 – 1998
Master Electrician - New Mexico Repertory Theatre, Santa Fe, NM	1991 – 1992

Education

Graduated from the University of Cincinnati, College-Conservatory of Music 1991 BFA in Theatre Design & Production, emphasizing in lighting design and technical production. Degree work included approximately thirty main stage and workshop theatrical productions in a variety of positions including lighting designer, master electrician and technical director. Employed as Shop Assistant for Theatre Scene Shop supervising student crews for all four years of degree program. Selected for spring internships at the Kings Island theme park as Assistant Lighting Designer.

Certification & Memberships

Entertainment Technician Certification Program - Certified Entertainment Electrician - 2007
United States Institute of Technology (USITT)

Personal

Paul has been involved in theatre in one form or another since well before high school. During the summer months away from college time was spent at various summer stock theatres including the Hampton Playhouse and Dartmouth Summer Rep in New Hampshire. When the New Mexico Repertory Theatre fell on hard times he had the privilege of being the lighting designer for the last two productions of this professional theatre. The time at Vincent Lighting Systems was an opportunity to gain experience and develop a fondness for console demonstrations. Between training and system commissioning work there was even time to do some freelance lighting design. This evolved to a successful run as a project manager, executing, planning and designing theatrical lighting systems.

When not working on theatres, Paul can often be found in his workshop building custom and reproduction period furniture. Otherwise he tries to spend time with his wife Maryanne and young daughter Tamara. If he's especially lucky he gets to a few baseball games during the season. If that's not enough there is always a project in the home to keep him busy.

BILL CONNER ASSOCIATES LLC



Scott D. Pfeiffer
Principal

Scott's path in Architectural Acoustics began from the stage – from as early as 3rd Grade roles in high school musicals, and on to recitals as part of his music education at Moravian College. To provide foundation for understanding of acoustics, he pursued a Bachelor of Science in Physics. The combination of these interests culminated in graduate participation as a guest student at the Acoustics laboratory at the Technical University of Denmark. For 12 years, Scott participated in virtually every aspect of the acoustical consulting profession at the renowned firm Kirkegaard Associates. His primary early focus was in modeling, measurements, and calculations to support room acoustics consulting, but his comfort in the world of audio quickly led to leadership on projects incorporating electronic acoustic enhancement and provided a strong connection to the audio/video discipline that he continues to emphasize in his room acoustics work.

Scott has presented his work as an invited speaker on several occasions to both the Acoustical Society of America and the Audio Engineering Society, including participation on a panel discussion on electronic enhancement systems at the AES conference in Amsterdam. He has also been on the part-time faculty at Columbia College, teaching Architectural Acoustics in the Audio Arts and Acoustics department. In his twelve years at Kirkegaard Associates he carried design responsibility for a large number of performance and educational spaces for music and theater. During his time there, he also provided leadership in the areas of science, technology, and research in the pursuit of unanswered questions on many of the firm's largest projects.

Scott's projects since starting Threshold include:

- Columbia College Chicago Media Production Center, a venue for teaching and producing film, video, and interactive gaming
- S. N. Shure Theater, a 150-seat venue for endorser concerts and corporate presentations, and a video conference demo room at the Shure Inc. headquarters
- Heartland Community College - Community Education Center, a 450-seat music, theatre, film, and presentation space
- Byron Middle School and Byron Civic Theatre, a 500-seat venue for musical theatre performance and the middle school music program
- The Oceanarium Theater at the John G. Shedd Aquarium in Chicago, a project to greatly enhance audio and video capabilities for new performances designed around the marine mammals exhibit
- Elgin Academy of Arts and Sciences, development of a black box theater and music classrooms for the Academy
- Nazareth Academy Auditorium, La Grange Park, Illinois

The following projects are among those he led while at Kirkegaard Associates:

- Masterplan for the University of Maryland Baltimore County Performing and Visual Arts Facilities
- Harm A. Weber Academic Center at Judson College, a LEED Gold project implementing natural ventilation in the Chicago area
- Peck School of the Arts, University of Wisconsin, Milwaukee adaptive reuse of a factory building into floors of studios for film, visual and performing arts.
- Spertus Institute of Jewish Studies, a 10-story home for the college, library, gallery, and public functions including a 400 seat venue for presentation of comedy, music, dance, and film
- Auditorium renovation for the Isadore Newman School, New Orleans, Louisiana
- Juilliard Theatre and orchestra rehearsal room renovations for the Juilliard School
- Auditoria and music suites for Lincoln-way Central High School, Mendota High School and Rich Township High School in Illinois
- Substantial renovations to the music suite for Lyons Township High School North High School including cantilevering the band room over the wrestling gym
- Renovation of a multi-purpose room into a theatre space for Lyons Township South High School



Molly K. Norris

Molly has a remarkable range of educational and professional exploits, with music and physics as the common threads. Her Physics BA with a music minor from Boston University included two summers studying opera through the University of Cincinnati in Lucca, Italy. Next stop was Stanford University's Center for Computer Research in Music and Acoustics where she merged her artistic and scientific interests to earn a Master of Arts in Music, Science, and Technology. Still not satisfied, she went on to Rensselaer Polytechnic Institute to earn a Master of Science in Building Sciences with an emphasis in architectural acoustics. Needless to say, she is pretty sharp.

Between the two masters degrees, she spent two years in the audio department at Berkeley Repertory Theatre which included programming the LCS Matrix3 digital console for shows including *Haroun and the Sea of Stories*, *Suddenly Last Summer*, *36 Views*, *Nocturne*, *Much Ado About Nothing*, *Culture Clash in America*, and *Homebody/Kabul*. She also spent a good deal of this time creating her own sound designs for productions in support of her mother's regional theater company, Solano Repertory Company. She most recently spent two and a half years with Kirkegaard Associates in Chicago as a Consultant with particular emphasis on modeling, testing, and diffusion research. She continues to study vocal jazz and performs as much as she possibly can, sometimes even while working.

Molly is an associate member of the Acoustical Society of America and the Audio Engineering Society. She is a 2005 Newman Medalist for Merit in Architectural Acoustics and a 1996 Frank H. Buck Scholar.

Her work at Threshold includes:

- Christ the King Jesuit College Preparatory School, Chicago, Illinois – a new LEED-certified high school
- Heartland Community College - Community Education Center, a 450-seat music, theatre, film, and presentation space
- The Inspiring Body of Christ Church in Dallas, Texas, a 4000-seat worship space for a growing, dynamic worship community
- Cathedral of the Immaculate Conception, Springfield, Illinois – new HVAC and AV systems and architectural renovation of the 1920s sanctuary oriented toward celebrating choral and organ music
- Darnton & Hersh Studio, Chicago – a new 100-seat recital and recording space for a violin dealer and restoration studio
- Lied Center for Performing Arts in Lincoln, Nebraska, evaluation of room performance for amplified events and recommendations of architectural and technological improvements
- WKNO Studios in Memphis, Tennessee – a new public radio and television broadcasting facility
- Trinity Christian College Theatre Arts Building, Palos Heights, Illinois – a flexible theater, broadcast studio, and fine arts academic facility

Her venue testing and analysis, physical and computer modeling, and consulting experience has contributed to the following projects:

- Overture Center for the Arts, Madison, Wisconsin
- The Music Center at Strathmore, Bethesda, Maryland
- Holland Performing Arts Center, Omaha, Nebraska
- Mann Auditorium, Tel Aviv, Israel
- Rockport Chamber Music Festival New Performance Center, Rockport, Massachusetts
- The Experimental Media and Performing Arts Center at Rensselaer Polytechnic Institute, Troy, New York

Matthew W. Freeby, AIA, LEED AP, NCARB

Leisure Services, Project Manager



Experience

Matthew Freeby has twenty years of experience in the design and construction of numerous building types and structures: municipal, as well as commercial projects throughout the United States. His project experience ranges from conceptual planning to construction management. Prior to joining Water Technology, Inc., Mr. Freeby invested nine years with Sverdrup Corporation and four years with Thalden Corporation, an architectural firm. His responsibilities included the management of design-build, construction management and hard bid type projects. With overall responsibility for large project development, Mr. Freeby has handled projects ranging from \$8 million to \$80 million.

Project Experience

Partial Project List:

- Lakeshore Foundation Multipurpose Facility
Birmingham, AL
- Splash Beach Waterpark at Visionland Theme Park
Birmingham, AL
- The Spa at Enchantment
Sedona, AZ
- Sacramento Kings Training Facility
Sacramento, CA
- Water World Waterpark
Ayia Napa, Cyprus
- Walt Disney World's Caribbean Beach Resort
Orlando, FL
- Walt Disney World's Typhoon Lagoon Wave Pool
Orlando, FL
- Busch Gardens' Adventure Island
Tampa, FL
- Fawcett Family Aquatic Center
Nevada, IA
- Osceola Family Aquatic Center
Osceola, IA
- Sumner Family Aquatic Center
Sumner, IA
- Decatur YMCA
Decatur, IL
- Glenbrook High School / Aquatic Addition
Northbrook, IL
- Peoria RecPlex
Peoria, IL
- Deep River / Speed Slide Addition
Crown Point, IN
- Munster Community Pool
Munster, IN
- Avalanche Bay
Boyne Falls, MI
- Best Western Sterling Inn Banquet & Conference Center
Sterling Heights, MI
- Chandler Park Family Aquatic Center
Wayne County, MI
- Splash Country Indoor Waterpark
Branson, MO
- Camp Mihaska Aquatic Facility
Bourbon, MO
- Bridgeton Family Aquatic Center
Bridgeton, MO
- Camdenton Aquatics Center
Camdenton, MO
- Healthpoint Plaza
Cape Girardeau, MO
- "CoCo Key" Water Resort at the Clarion Hotel Sports Complex
Kansas City, MO
- Hayes Wellness / Medical Center
Hayes, KS
- Grand View Lodge
Nisswa, MN
- Cascade Bay Family Aquatic Center
Eagan, MN
- Tan-Tar-A Resort
Osage Beach, MO

Education

Master's Degree, Architecture
Washington University
St. Louis, Missouri

Master's Degree, Civil Engineering, Construction Management
Washington University
St. Louis, Missouri

B.A., Architecture
Washington University
St. Louis, Missouri

Registrations

Architect: CA, DE, HI, IN, LA, MI, MN, MO, NJ, NM, RI, TN, WA, WI

CPO

NCARB

AIA

LEED AP

*Matthew W. Freeby, AIA, LEED AP, NCARB
Leisure Services, Project Manager*

Worlds of Fun
Kansas City, MO

2008 Olympic Trial Pools
Omaha, NE

Trotwood High School
Trotwood, OH

Warren High School
Warren, OH

Community Activity Center
Flower Mound, TX



Experience

Jessica joined the AutoCAD department in 2000 and the Design Department in 2006. Since then, she has been designing and coordinating various projects for the Water Technology, Inc. Team. Jessica works with our architects and engineers, transforming their ideas into final construction documents, and ultimately designing the clients' vision.

Project Experience

Partial Project List:

City of Tucson Adaptive Recreation Center
Tucson, AZ

McDowell Mountain Ranch Park/
Aquatic Center
Scottsdale, AZ

The St. Regis, Aspen Starwood Hotel &
Resort
Aspen, CO

North Boulder Recreation Center
Boulder, CO

Cortez Family Recreation Center
Cortez, CO

Ashland Recreation Center Indoor Pool
Center
Denver, CO

Montclair Recreation Center
Denver, CO

Carbon Valley Recreation Center
Remodel & Addition
Frederick, CO

Golden Community Recreation Center
Golden, CO

Gypsum Community Recreation
Center
Gypsum, CO

Recreation Center at Southridge
Highland Ranch, CO

Littleton Recreation Center South
Suburban Parks and Recreation
Littleton, CO

City of Walsenburg Family Aquatic
Center
Walsenburg, CO

City Vista Apartment Building
Washington, DC

Alpharetta Pool Masterplan
Alpharetta, GA

Forsyth County Family YMCA
Atlanta, GA

Beulah Missionary Baptist Church
Community Family Life Center
Decatur, GA

Kamehameha Schools
Hawaii, HI

Kamehameha Schools
Maui, HI

Sawtooth Lodge at Sun Valley
Ketchum, ID

Valley Athletic Center Fox Valley Park
District
Aurora, IL

Shores Acres Park Chillicothe Park
District
Chillicothe, IL

Oswego Community High School
Oswego, IL

Washington Park District Pool
Improvements
Washington, IL

Wheeling Park District
Wheeling, IL

Deep River Water Park
Crown Point, IN

Fisher High School
Fisher, IN

Plainfield High School
Plainfield, IN

Covington Water Park
Covington, KY

Education

Associate Degree,
Civil Engineering
Moraine Park Technical College
Fond du Lac, WI

Jessica L. Van Herwaarden

Project Designer

Tie Breaker Family Aquatic Center
Hopkinsville, KY

Somerset Water Park and Family
Entertainment
Somerset, KY

Delta College
Detroit, MI

Livonia Community Recreation Center
Livonia, MI

Macomb Community Recreation
Center
Macomb, MI

Vineland School
Vineland, NJ

James Roe Pool Facility
Wayne, NJ

SFCC Pool Remodel and Addition
Santa Fe, NM

Perinton Community/Aquatic Center
Fairport, NY

Cuyahoga Fall Community Recreation
Wellness Center
Cuyahoga Falls, OH

Mason Community Center & High
School
Mason, OH

North Orange Park
Uninc Delaware County, OH

North Hampton Township Community
Center
Holland, PA

Frisco I.S.D. Natatorium
Frisco, TX

Lakeway Inn and Conference Center
Lakeway, TX

Alvin Independent School District
Manvel High School
Manvel, TX

Dixon Park Outdoor Aquatic Center
Fredericksburg, VA

Federal Way Community Center
Federal Way, WA

Firstenburg Community Center
Vancouver, WA

Eastside YMCA Branch
Bellevue, WI

Irwin A. & Robert D Goodman
Community Pool
Madison, WI

North Family YMCA
Onalaska, WI



Experience

Dean Mueller has been a Project Manager at Water Technology, Inc. for over fifteen years. His project involvement has ranged from programming and conceptual planning through construction completion endowing him with experience that has led to a wealth of knowledge and understanding of municipalities' design issues and unique programming needs. Dean has been an integral part of aquatic facilities successfully designed for communities and private enterprises across the United States. Mr. Mueller continues to lead projects as Project Leader and has taken on the role of Water Technology's Senior Design Manager. In this position he has been able to share his insight into the design of both indoor and outdoor municipal pools, and larger commercial waterparks with our Design Team.

Project Experience

Partial Project List:

Tucson Adaptive Recreation Center
Tucson, AZ

Nelsonville Family Aquatic Center
Nelsonville, OH

Sulphur Springs Waterpark
Tampa, FL

Vandalia Recreation Center
Vandalia, OH

Blackberry Farm's Splash Country
Aquatic Center
Aurora, IL

Chilton Middle School
Chilton, WI

Pelican Harbor Indoor/Outdoor Family
Aquatic Center
Bolingbrook, IL

Columbus Area Aquatic Center
Columbus, WI

Kokomo Beach Family Aquatic Center
Kokomo, IN

Fond du Lac Fairgrounds Family
Aquatic Center
Fond du Lac, WI

Tropicanoe Cove Family Aquatic
Center
Lafayette, IN

Kinderberg Park
Germantown, WI

Registrations

Architect: IL, WI

East Side YMCA
Green Bay, WI

Certified Pool Operator
since 1993

Vinton Pool Renovation
Lafayette, IN

Green Bay YMCA
Green Bay, WI

Woerner Temple Family Aquatic
Center
Dublin, OH

Signicast Family Aquatic Center
Hartford, WI

Affiliations

American Institute of
Architects

Westerville Community Center
Westerville, OH

Kohler Carriage House/Therapy Pools
for Kohler Corporation
Kohler, WI

Construction Specification
Institute

Full Blast Entertainment Center
Battle Creek, MI

Kohler Water Spa at The American
Club
Kohler, WI

Wisconsin Society of
Architects

Cascade Bay Family Aquatic Center
Eagan, MN

Copeland Splash Park
La Crosse, WI

Waterworks Family Aquatic Center
Cuyahoga Falls, OH

The Big Splash
Grove City, OH

Erickson Pool
La Crosse, WI

Sycamore Trails Family Aquatic Center
Miamisburg, OH

La Crosse YMCA
La Crosse, WI

Dean G. Mueller
AIA, CSI, Project Leader/Senior Design Manager

Goodman Community Swimming Pool
Madison, WI

TAG Center
Mayville, WI

Cool Waters at Greenfield Park
Milwaukee, WI

Carver Park Aquatic Center
Milwaukee, WI

Monona Grove High School Indoor
Pool
Monona Grove, WI

YMCA at Pabst Farms
Oconomowoc, WI

Whitewater Community Aquatic
Center
Whitewater, WI



Experience

Alice Buderer recently joined Water Technology, Inc. with eight years of experience in Surveying and Civil Engineering AutoCAD Drafting. Her ability to present creative approaches to drafting will become a great resource to the AutoCAD Team.

Project Experience

Partial Project List:

Lalandia Waterpark
Billund, Denmark

CoCo Key Water Resort
Kansas City, MO

Great Wolf Lodge®
Concord, NC

Sheraton Inn Water Resort Addition
Sharonville, OH

Hotel Hershey
Hershey, PA

“East Coast Waterworks” at The
Boardwalk at Hershey Park
Hershey, PA

Hard Rock Theme Park (Malibu Stunt
Pool)
Myrtle Beach, SC

Great Wolf Lodge®
Grapevine, TX

Great Wolf Lodge®
Grand Mound, WA

Education

Associate's Degree,
Civil/Structural Engineering
Moraine Park Technical
Institute
Fond du Lac, WI

Continuing Education

2006 Auto CAD Training



American Society of Architectural Hardware Consultants

FOUNDED WASHINGTON, D.C. 1940

Be it known that **George E. Krug** has given satisfactory evidence that he has the qualifications as set forth in the By-Laws of the Society and therefore the Board of Directors grants to him this Certificate of Membership on the 15th day of February 1965



Attest

John P. Merrill, A.A.H.C.
Secretary

James H. ...
President



*Advancement of
Construction Technology*

Construction Documents Technologist

This certificate of achievement attests that

George E. Krug, CDT

has successfully completed the Construction Documents Technologist examination, demonstrating a knowledge of general conditions of the construction contract in common use and CSI recommended procedures for project manual organization as prescribed by the Certification Committee of

The Construction Specifications Institute

William F. Riesberg

William F. Riesberg, FCSI, CCS
Secretary
The Construction Specifications Institute

Mike Spence

Michael L. Spence, CCS, CSI
Chairman
Certification Committee

June 30, 1991

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

ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488

1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:

(1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and

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Women's Business Development Center.

(2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.

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

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

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

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

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

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

(9) "Minority" means:

- a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
 - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
 - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and
- b. Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise

which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

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

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

4. Determining MBE/WBE Utilization

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

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

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- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

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

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.

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

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

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

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

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-proposal conference;
 - (2) The Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;
 - (4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;
 - (5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;

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- ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
- iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

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

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

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

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

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

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

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

8. Failure To Achieve Goals

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

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

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

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

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MBEs and WBEs is not a sufficient reason for a Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.

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

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

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

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

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

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

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

- b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director as provided in Section 18.02. Disputes Book 2.

9. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will

be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

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

10. Disqualification of MBE or WBE

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

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

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

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

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

The Professional Service Provider's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

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

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

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

13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a

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material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

14. Severability

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

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of joint venture **BLDD/Brook Architects Joint Venture, LLC**
2. Address of joint venture **833 W Jackson Blvd, #100 Chicago, IL 60607**
3. Phone number of joint venture **312-829-1987**
4. Identify the firms that comprise the joint venture
BLDD Architects, Inc and Brook Architecture, Inc
 - A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
Brook Architecture will be responsible for the renovation remodeling work in the existing building, the athletic building and a portion of the design development and contract documentation of the Performing arts building
 - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
BLDD is local architectural firm with 80 years of experience with school districts and education design. Recent projects include the CPS Peterson Elementary School, Marshall High School, Normal Community High Schools, Hope Academy and Cantrall Intermediate School. Their design team is dedicated and focused on helping school district develop collaborative solutions for their educational needs.
5. Nature of joint venture's business
Architecture
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE?
37%
8. Specify as to:
 - A. Profit and loss sharing **37%**
 - B. Capital contributions, including equipment **37%**
 - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
none
 - D. Describe any loan agreements between joint venturers, and identify the terms thereof.
none

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

Will be made by the individual corporation members

B. Management decisions such as:

1) Estimating

A cost estimator will be hired by the joint venture

2) Marketing and Sales

None

3) Hiring and firing of management personnel

None

4) Other

None

C. Purchasing of major items or supplies

Will be done by the individual corporation members

D. Supervision of field operations

Will be done by the individual corporation members

E. Supervision of office personnel

Will be done by the individual corporation members

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

The joint venture will establish a separate cost center and the accounting consultant hired by the joint venture will "keep the books".

G. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the joint venture. The joint venture will not hire any employees. The individual corporation members will employ employees. There will be approximately eleven team members from BLDD and seven team members from Brook Architecture. The team roles are as follows:

BLDD

Principal, Project Director

Principal, Project Manager

Architect III, Project Mgr

(5) Intern Architects

Interior Designer

Administrator

Brook Architecture, Inc

Principal, Project Director

Architect III, Project Manager

Architect II, Project Architect

(3) Intern Architects

Administrator

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

The joint venture has three managing members, all decisions regarding the joint venture will be made jointly.

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Brook Architecture, Inc.

Name of Joint Venturer
Scott M. Likins
Signature
Scott M. Likins, AIA

Name of Joint Venturer
RaMona Westbrook
Signature
RaMona Westbrook, AIA

Name
Principal
Title
28 January 2009
Date
State of IL County of Cook

Name
President
Title
Date
State of IL County of Cook

On this 28 day of January, 2009
before me appeared (Name)
SCOTT M. LIKINS
to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)
BLDD/BROOK ARCHITECTS, IV, LLC
to execute the affidavit and did so as his or her
free act and deed.

On this 27 day of January, 2009
before me appeared (Name)
RAMONA WESTBROOK
to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)
BLDD/BROOK ARCHITECTS IV, LLC
to execute the affidavit and did so as his or her
free act and deed.

Kelly J. Best
Notary Public
Commission expires:
(SEAL)

Kelly J. Best
Notary Public
Commission expires:
(SEAL)





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

August 1, 2008

Ramona Westbrook, President
Brook Architecture, Inc.
2325 South Michigan Avenue, Suite 300
Chicago, IL 60616

Annual Certificate Expires: June 1, 2009
Vendor Number: 105268

Dear Ms. Westbrook:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **June 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2009**.

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

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

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

Architectural Services

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/mck



PUBLIC BUILDING COMMISSION OF CHICAGO

material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

14. Severability

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

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Gwendolyn Brooks College Preparatory Academy
Addition and Renovation

Project Number: 05240

FROM:

CCJM Engineers, LTD MBE X WBE
(Name of MBE or WBE)

TO:

BLDD/Brook Architects JV, LLC and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

a Sole Proprietor a Corporation
a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 1/21/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Mechanical, Electrical, Plumbing & Fire Protection Engineering

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

\$390,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

By:

CJM Engineers, Ltd
Name of MBE/WBE Firm (Print)
1/26/09
Date
312.669.0609X120
Phone

Anil Ahuja
Signature
Anil Ahuja
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602

(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

January 21, 2009

Mr. Sundarshaun Malhortra Engineers Ltd.
CC Johnson & Malhortra Engineers Ltd.
550 W. Washington Blvd., Suite 950
Chicago, IL 60661

Dear Mr. Malhortra:

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

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

As you know, your firms' participation on contracts will be credited only toward MBE goals in the following specialty areas(s):

Engineering; Architecture

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

Sincerely,

Lori Lypson
Deputy Procurement Officer

rg

RECEIVED
JAN 21 2009



PUBLIC BUILDING COMMISSION OF CHICAGO

material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

14. Severability

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

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Gwendolyn Brooks College Preparatory Academy Addition and Renovation

Project Number: 05240

FROM:

Terry Guen Design Associates MBE WBE X (Name of MBE or WBE)

TO:

BLDD/Brook Architects JV, LLC and Public Building Commission of Chicago (Name of Professional Service Provider)

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

- Sole Proprietor, Partnership, Corporation (checked), Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated September 19, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Landscape Design Services

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

\$64,500.00

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

PARTIAL PAY ITEMS

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

None

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

By:

TERRY GUEN DESIGN ASSOC. INC

Name of MBE/WBE Firm (Print)

27 January 2009

Date

312-337-9145

Phone

[Signature]

Signature

Theresa Gale Murray

Name (Print)

IF APPLICABLE: N/A

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

September 19, 2008

Theresa Guan-Murray, President
Terry Guen Design Associates, Inc.
521 West Superior, Suite #327
Chicago, Illinois 60610



Annual Certificate Expires:
Vendor Number:

August 1, 2009
1061907

Dear Mrs. Guen-Murray:

Congratulations on your continued eligibility for certification as a MBE/WBE by the City of Chicago. This MBE/WBE certification is valid until August 1, 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by August 1, 2009.

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

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

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

**Landscape Architect; Urban Design; Site Planning;
Master Planning; Ecological Analysis Consultant**

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

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

Sincerely,


Lori Ann Tyson
Deputy Procurement Officer

LAL/ds

IL UCP Host: CITY OF CHICAGO



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

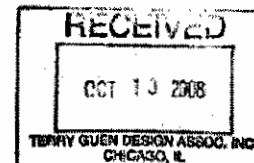
Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

October 3, 2008

Theresa Guan-Murray, President
Terry Guen Design Associates, Inc.
521 West Superior, Suite #327
Chicago, Illinois 60610



Vendor Number: 1061907

Dear Mrs. Guen-Murray:

The City of Chicago has reviewed your Continued DBE Eligibility Affidavit and supporting documentation and are pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your certification is in effect for a five (5) year period. Your next No Change Affidavit is due October 1, 2009.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (ILUCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the Illinois Unified Certification Program (ILUCP) DBE Directory. The Directory can be accessed via Internet at <http://www.dot.state.il.us/ucp/ucp.html>. Area(s) of specialty will be listed as:

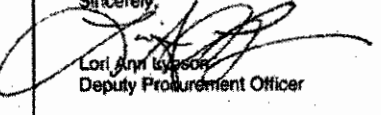
**Landscape Architect, Urban Design; Site Planning;
Master Planning; Ecological Analysis Consultant**

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please direct all inquiries and any questions to this agency at (312) 742-0766.

Sincerely,


Lori Ann Tyson
Deputy Procurement Officer

LAL/ds



PUBLIC BUILDING COMMISSION OF CHICAGO

material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

14. Severability

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

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Gwendolyn Brooks College Preparatory Academy
Addition and Renovation

Project Number: 05240

FROM:

Vistara Construction Services MBE X WBE
(Name of MBE or WBE)

TO:

BLDD/Brook Architects JV, LLC and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated September 5, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Cost Estimating Services

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

\$33,500.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

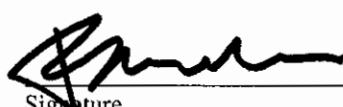
0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

By: Vistara Construction
Services, Inc.


Signature
Bina V Nair (President)
Name (Print)

Name of MBE/WBE Firm (Print)
January 26, 2009
Date
(312) 986 - 8660
Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

September 5, 2008

Bina V. Nair, President
Vistara Construction Services, Inc.
728 West Jackson Blvd., Suite 526
Chicago, Illinois 60661

Annual Certificate Expires: October 1, 2009
Vendor Number: 1049908

Dear Ms. Nair:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **October 2010**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009**.

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

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

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

Construction Management Services

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

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj



PUBLIC BUILDING COMMISSION OF CHICAGO

material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

14. Severability

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

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Gwendolyn Brooks College Preparatory Academy Addition and Renovation

Project Number: 05240

FROM:

HJKessler Associates, Inc MBE WBE X (Name of MBE or WBE)

TO:

BLDD/Brook Architects JV, LLC and Public Building Commission of Chicago (Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/22/08. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

LEED Consulting Services

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

\$66,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

By:

H. Kessler Associates, Inc.
Name of MBE/WBE Firm (Print)
1/24/09
Date
773.975.6467
Phone

Helen J. Kessler
Signature
Helen J. Kessler
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

December 22, 2008

Helen J. Kessler, President
HJKessler Associates, Inc.
3660 North Lake Shore Drive, Suite 501
Chicago, Illinois 60613

Annual Certificate Expires:
Vendor Number:

October 1, 2009
50076440

Dear Ms. Kessler:

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

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

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

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

**LEED (Leadership in Energy and Environmental Design);
Environmental Consulting; Professional Design Firm;
Architectural Services and Consulting**

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

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

Sincerely,


Lori Ann Lygson
Deputy Procurement Officer

LAL/emc



PUBLIC BUILDING COMMISSION OF CHICAGO

material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

14. Severability

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

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Gwendolyn Brooks College Preparatory Academy
Addition and Renovation

Project Number: 05240

FROM:

Terra Engineering LTD. MBE WBE X
(Name of MBE or WBE)

TO:

BLDD/Brook Architects JV, LLC and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

a Sole Proprietor X a Corporation
a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8/27/07. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Civil Engineering Services

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

\$76,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

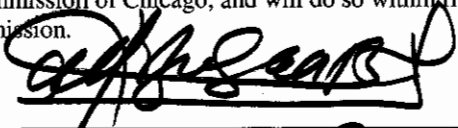
By:

Terra Engineering, Ltd.

Name of MBE/WBE Firm (Print)
1/23/09

Date
312-467-0123

Phone


Signature
Name (Print) Jamil Bou-Saab

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

August 27, 2007

Karen Steingraber
Terra Engineering, Ltd.
505 North LaSalle Street – Suite 250
Chicago, Illinois 60610

RECEIVED
AUG 29 2007

BY: _____

Annual Certificate Expires:
Vendor Number:

February 1, 2009
1038413

Dear Ms. Steingraber:

We are pleased to inform you that **Terra Engineering, Ltd.** has been certified as a **WBE** by the City of Chicago. This **WBE** certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2009**.

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

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

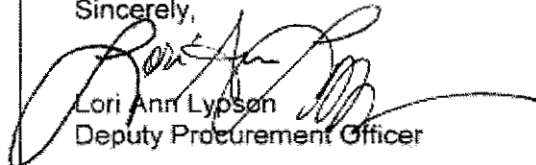
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Professional Design Services; Engineering Consulting and Services

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

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

Sincerely,


Lori Ann Lyson
Deputy Procurement Officer

LAL/lac

IL UCP HOST: IDOT



PUBLIC BUILDING COMMISSION OF CHICAGO

**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(1 of 2)**

Name of Project: Gwendolyn Brooks College Preparatory Academy
Addition and Renovation

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Title
and duly authorized representative of
BLDD / Brook Architects Joint Venture, LLC

Name of Professional Service Provider
whose address is
833 West Jackson Blvd., Suite 100

in the City of Chicago, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Brook Architecture, Inc	Architecture	\$ 780,000	\$
CCJM Engineers, LTD	MEPFP Engineering	\$ 390,000	\$
Terra Engineering, LTD	Civil Engineering	\$	\$ 76,000
Terry Guen Design Ass.	Landscape Design	\$	\$ 64,500
HJKessler & Assoc.	LEED Consulting	\$	\$ 66,000
Vistara Const. Servs.	Cost Estimating	\$ 33,500	\$
		\$	\$
Total Net MBE/WBE Credit		\$1,203,500	\$206,500
Percent of Total Base Bid		39.7 %	6.8 %

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

BLDD/Brook Architects JV, LLC

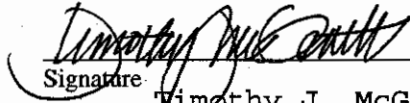
Name of Professional Service Provider (Print)

26 January 2009

Date

312-829-1987

Phone


Signature
Timothy J. McGrath
Name (Print)

IF APPLICABLE:

By:

Brook Architecture, Inc


Joint Venture Partner (Print)

26 January 2009

Date

312-528-0890/312-356-1041

Phone/FAX


Signature
RaMona Westbrook
Name (Print)
MBE WBE Non-MBE/WBE

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project _____ Contract Number _____

Date _____

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

(Name of Affiant)
am the _____ and duly authorized representative of

(Title)

(Name of Company)
whose address is _____

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

(Affiant)

(Date)

On this _____ day of _____ 20 _____,

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

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

Notary Public
Commission Expires

(Seal)

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

ARCHITECT OF RECORD SERVICES

GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488

A. Definitions and Disclosure Requirements

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

B. Certification

Consultant hereby certifies as follows: Gwendolyn Brooks College Prep Academy

1. This Disclosure relates to the following transaction: Addition and Renovation
Description of goods or services to be provided under Contract: Architect of Record services from Design Development thru Construction Close-Out.
2. Name of Consultant: BLDD / Brook Architects Joint Venture, LLC
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

Timothy J. McGrath
Signature

26 January 2009
Date

Timothy J. McGrath
Name (Type or Print)

Managing Agent
Title

Subscribed and sworn to before me

this 26th day of January 2009

Kelly J Best
Notary Public



AOR - Gwendolyn Brooks College Preparatory Academy
PS 1488
Project 05240

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630276

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B
DISCLOSURE AFFIDAVIT

ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488

Name: BLDD / Brook Architects Joint Venture, LLC

Address: 833 W. Jackson, Suite 100, Chicago, IL 60607

Telephone No.: 312-829-1987

Federal Employer I.D. #: TBD Social Security #: _____

Nature of Transaction:

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

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

The undersigned Tim McGrath, as Managing Agent
(Name) (Title)
and on behalf of BLDD/Brook Architects Joint Venture, LLC
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

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

AOR - Gwendolyn Brooks College Preparatory Academy
PS 1488
Project 05240

PUBLIC BUILDING COMMISSION OF CHICAGO

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

a. State of Incorporation or organization Illinois

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Tim McGrath</u>	<u>Principal</u>	<u>N/A</u>	
<u>Scott Likins</u>	<u>Principal</u>		
<u>RaMona Westbrook</u>	<u>Principal</u>		

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

Name (Print or Type)	Address	Ownership Interest
		%
		%
		%

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

Member Managed

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

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

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PUBLIC BUILDING COMMISSION OF CHICAGO

and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERSHIPS

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

Name of Partners (Print or Type) Percentage Interest

Three horizontal lines for partner names and percentages, each ending with a % symbol.

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No [] If NO, complete items b. and c. of this Section 3.

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

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

Three horizontal lines for principal names.

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

Name(s)

Address(es)

Two horizontal lines for name and address.

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PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

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

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

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

II. CONTRACTOR CERTIFICATION

~~SECRET~~

AOR - Gwendolyn Brooks College Preparatory Academy
PS 1488
Project 05240

PUBLIC BUILDING COMMISSION OF CHICAGO

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)

~~SECRET~~

PUBLIC BUILDING COMMISSION OF CHICAGO

transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

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PUBLIC BUILDING COMMISSION OF CHICAGO

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

III. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

VERIFICATION

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

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



Signature of Authorized Officer

Timothy J McGrath

Name of Authorized Officer (Print or Type)

Principal and Managing Agent

Title
312-829-1987

Telephone Number

PUBLIC BUILDING COMMISSION OF CHICAGO

State of Illinois
County of Cook

Signed and sworn to before me on this 26th day of January, 2009 by

TIM McGRATH (Name) as MANAGING AGENT (Title) of

BIRD/BROOK ARCHITECTS JV, LLC (Bidder/Proposer or Contractor)

Kelly J Best
Notary Public Signature and Seal



PUBLIC BUILDING COMMISSION OF CHICAGO

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et*

PUBLIC BUILDING COMMISSION OF CHICAGO

seq.); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

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AOR - Gwendolyn Brooks College Preparatory Academy
PS 1488
Project 05240

V:\Gwendolyn Brooks College Prep HS FY2007\AOR Request for Proposals - Brooks CP\RFP AOR PS1488 Gwendolyn Brooks T&C Scope 1-16-09.doc
DLB 1-16-09

AIA[®] Document C101[™] – 1993

Joint Venture Agreement for Professional Services

This **JOINT VENTURE OPERATING AGREEMENT** made as of the 28th day of January
in the year 2009
(In words, indicate day, month and year)

BETWEEN the First Party:
(Name and address)

BLDD ARCHITECTS, INC.
833 W. Jackson Street
Suite 100
Chicago, Illinois 60607

and the Second Party:
(Name and address)

BROOK ARCHITECTURE INCORPORATED
2325 S. Michigan Ave.
Suite 300
(Table deleted)
Chicago, Illinois 60616

To form a Joint Venture to be known as:
(Name and address)

BLDD/BROOK ARCHITECTS JOINT VENTURE, LLC
The Joint Venture has been organized as an Illinois limited liability company by executing and delivering Articles of Organization to the Illinois Secretary of State in accordance with and pursuant to the Act. The purpose of the Joint Venture is for the practice of architecture.

It is the intention of the Parties to form this Joint Venture in order to enter into an agreement or agreements with the Owner for professional services in connection with the following Project:

Project:

GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
Additions & Renovations
250 E. 111th Street
Chicago, Illinois

Owner:

PUBLIC BUILDING COMMISSION OF CHICAGO
Richard J. Daley Center
50 W. Washington
Room 200

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(21263610)

Chicago, Illinois 60602

Scope of Services:

Provision of Architect of Record services from the Design Development Phase through Project Close-Out and LEED Silver Certification for a 50,000 G.S.F.+/- Athletic Center Addition, a 57,000+/- G.S.F. Performing Arts and Library Addition; approximately 7,000 S.F. of interior remodeling and renovation, and associated site development work. A separate Site Preparation package including incoming utilities and preparation of building pad only will also be part of the project scope. AOR services shall be in accordance with the associated Professional Services Agreement executed with the Public Building Commission of Chicago. A more detailed description of the scope, as well as a description of the deliverables required by the Owner, is described within **Exhibit A**.

RECITALS:

WHEREAS First Party has been solicited by the Owner to serve as the lead architectural firm for providing certain scopes of services to complete certain requested scopes of work associated with pre-defined additions, improvements and renovations to the Project;

WHEREAS the Owner desires First Party to provide these professional services in conformity of the Owner's current "aspirational goals" regarding prime minority business enterprise (MBE) participation, and has required BLDD to form a joint venture legal entity with an MBE firm of First Party's choosing;

WHEREAS First Party, in conformance with the directives of the Owner, has solicited the Second Party, a Chicago based minority business enterprise; to assist First Party with the provision of certain required professional services, has agreed to form a joint venture legal entity, limited liability company to be known as BLDD/Brook Architects Joint Venture, LLC for the sole purposes of providing the professional services as defined in the Project Agreement (as defined in Article 1 herein) and Exhibit A to the Project Agreement; and

WHEREAS both First Party and Second Party as individual parties have read and understand all of the associated information and documents provided by the Owner to date, and freely agree to enter into this contractual agreement as set forth herein to provide the requested services for the Project.

NOW THEREFORE, in consideration of the mutual promises provided herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth below.

TABLE OF ARTICLES

- 1 RIGHTS OF THE PARTIES
- 2 RESPONSIBILITIES OF THE PARTIES
- 3 REPRESENTATIVES AND POLICY BOARD
- 4 MANAGEMENT OF THE JOINT VENTURE
- 5 ACCOUNTING
- 6 PROPERTY
- 7 PRELIMINARY EXPENSES
- 8 OWNERSHIP AND USE OF DOCUMENTS
- 9 INSURANCE
- 10 COMMENCEMENT AND TERMINATION
- 11 CONTINUANCE
- 12 DISPUTE RESOLUTION
- 13 LEGAL COUNSEL
- 14 MISCELLANEOUS PROVISIONS
- 15 CONTRIBUTIONS
- 16 SCHEDULE OF SERVICES
- 17 SCHEDULE OF PROPERTY
- 18 JOINT VENTURE OPERATIONS
- 19 INSURANCE COVERAGES
- 20 OTHER CONDITIONS OR SERVICES

ARTICLE 1 RIGHTS OF THE PARTIES

The Terms and Conditions of this Agreement shall govern the relationship of the Parties and the rendering of services required under this Agreement and under any subsequent agreement with the Owner relating to the Project. The agreement or agreements with the Owner shall be referred to as the "Project Agreement." A copy of the form Project Agreement is attached hereto as **Exhibit A**.

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

§ 2.1 The Parties shall share, in the manner provided in this Agreement, the general obligations and responsibilities for professional services to be performed under the Project Agreement in the manner provided in this Agreement.

§ 2.2 Each Party shall perform the specific services required of it as set forth in Article 16.

§ 2.3 Neither Party to this Agreement shall enter into a separate agreement with the Owner for professional services in connection with this Project without the approval of the other Party.

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§ 2.4 The relationship between the Parties shall constitute a joint venture for the performance of the services required of the Joint Venture under the Project Agreement. The services required of each Party to the Joint Venture shall be limited to the performance of services required in this Agreement, subject to any modifications agreed upon by the Parties in writing.

§ 2.5 The Parties intend that the responsibilities and obligations, financial and otherwise, assumed under this Agreement shall be borne by each in proportion to their participation or membership interest as provided in Section 18.1, or as may be otherwise described in this Agreement. If for any reason any Party shall limit its participation in responsibilities and obligations to less than that described in this Agreement, its respective share of compensation under this Agreement shall be adjusted by the Policy Board to account for such reduced participation.

§ 2.6 All public statements and releases, including the issuance of photographs and renderings, for all media for the duration of this Agreement, are subject to the prior approval of the Policy Board. In subsequent presentations not made by the Joint Venture, and in any brochures or other releases of the Parties hereto, materials depicting or relating to the Project shall be identified as work of the Joint Venture and not that of a particular Party.

ARTICLE 3 REPRESENTATIVES AND POLICY BOARD

§ 3.1 Each Party shall designate a Primary Representative to serve on the Policy Board. Each Party's Primary Representative shall have complete authority to bind that Party.

Primary Representatives:

First Party's Primary Representative is: **Timothy J. McGrath**
Second Party's Primary Representative is: **RaMona Westbrook**

§ 3.2 Each Party shall also designate an Alternate Representative to the Policy Board. Each Party's Alternate Representative shall serve only when the Primary Representative is absent. The Primary and Alternate Representatives shall serve as such without compensation, except as otherwise described in this Agreement.

Alternate Representatives:

First Party's Alternate Representative is: **Scott M. Likins**
Second Party's Alternate Representative is: **Jason Wilen, AIA**

§ 3.3 Should any of the foregoing representatives become unable to perform the duties of such representative or for any reason cease to be employed by the Party who nominated them, such Party shall promptly, by written notice served upon the other Party, name a successor.

§ 3.4 Each of the Parties to this Agreement may at any time replace the Primary or Alternate Representatives designated by it by a written notice served upon the other Parties as provided in Article 14.2.

§ 3.5 Meetings of the Policy Board for the transaction of business of the Joint Venture may be called, subject to reasonable notice, by the representative of either Party.

ARTICLE 4 MANAGEMENT OF THE JOINT VENTURE

§ 4.1 The Policy Board shall have full responsibility and authority for performance of the Project Agreement, including, but not limited to, reassignment of services between the Parties, preparation of the schedule of services, settlement of disputes with the Owner, and any other matters affecting the performance of services under this Agreement.

§ 4.2 The Policy Board shall appoint a Project Manager and an Assistant Project Manager who shall (1) be responsible for the direction and management of the Work in accordance with policies and procedures established by the Policy Board, (2) be responsible for coordination of the Work, and (3) be responsible for contacts with the Owner and the Owner's authorized representatives. The Policy Board hereby designates the following Project Managers:

Project Managers:

Project Manager is: **Timothy J. McGrath**
Assistant Project Manager is: **Scott M. Likins**

§ 4.3 Actions and decisions of the Policy Board shall be by unanimous vote, or as otherwise set forth in Article 20, and shall be final, conclusive and binding upon the Parties. In the event that the Policy Board shall be unable to reach a unanimous decision, the Parties agree that the matter in controversy shall be referred to the person designated in Article 20, who shall make an interim decision which shall be subject to mediation as a condition precedent to the institution of litigation.

ARTICLE 5 ACCOUNTING

§ 5.1 The Parties shall jointly retain an accountant to perform such duties as may be determined by the Policy Board. For the purposes of this Agreement, certified figures of the accountant shall be final, conclusive and binding upon the Parties.

§ 5.2 One person designated by the Policy Board shall be appointed Treasurer of the Joint Venture. The Treasurer shall keep for the Joint Venture a separate set of full and current books of account based on generally accepted accounting principles or upon such basis as the Policy Board may determine. The Policy Board hereby designates the following Treasurer: Bruce L. Maxey, Principal, BLDD Architects, Inc.

§ 5.3 The Parties shall each keep separate full and current books of account, based on generally accepted accounting principles or upon such basis as the Policy Board may determine, detailing their individual participation in the Joint Venture.

§ 5.4 One or more joint bank accounts (hereinafter called the "Joint Account") shall be opened in such financial institutions as may be determined by the Policy Board.

§ 5.5 Each Party shall designate an individual or individuals authorized on its behalf to endorse checks deposited in and to sign checks drawn against the Joint Account. Checks drawn against said Joint Account shall require the signature(s) of the person or persons designated by the Policy Board.

§ 5.6 All payments received by the Joint Venture in connection with this Agreement shall be promptly deposited in the Joint Account and invoices received by the Joint Venture shall be paid by check drawn against the Joint Account.

§ 5.7 Records of the Joint Venture which are required pursuant to law to be retained beyond the duration of this Agreement shall be retained at such place or places as determined by the Policy Board, and the cost thereof shall be shared by the Parties in proportion to their respective interests as described in Section 18.1.

§ 5.8 Upon termination of the Joint Venture, all facilities and Joint Venture property shall be disposed of at fair market value or at a price determined by the Policy Board and the proceeds shall be shared by the Parties in proportion to their respective interests as described in Section 18.1.

ARTICLE 6 PROPERTY

§ 6.1 Joint Venture property shall consist of the capital contributions described in Article 15 and other property obtained with the funds of the Joint Venture.

§ 6.2 Joint Venture property shall be identified and recorded in the Joint Venture accounts.

§ 6.3 Property made available for Joint Venture use shall remain the property of the contributing Party. A schedule of property made available for Joint Venture use by each Party is included in Article 17. Upon termination of this Agreement, or at such other time as determined by the Policy Board, this property shall be returned to the contributing Party.

ARTICLE 7 PRELIMINARY EXPENSES

§ 7.1 All expenses related to this Agreement incurred by a Party, up to and including the date of this Agreement, shall be borne by the Party incurring such expenses unless otherwise provided in Article 20.

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§ 7.2 All expenses related to this Agreement incurred by a Party, from the date of this Agreement up to and including the date as of which the Project Agreement is entered into, shall be submitted for approval of the Policy Board, and if approved, shall be borne by Parties according to their respective interests as described in Section 18.1, or as otherwise determined by the Policy Board.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

§ 8.1 If determined by the Policy Board or required by the Project Agreement, intellectual property, designs, drawings, specifications and other instruments of service prepared pursuant to this Agreement shall be copyrighted in the name of the Joint Venture. Each Party shall have the rights and privileges of copyright ownership insofar as is consistent with this Agreement, and each Party shall be entitled to prepare documents for other projects based on such Project documents. No Party shall assign or transfer its copyright interest, permit reproduction of Project documents, or condone infringement of the copyright by others except upon written consent of the other Party.

§ 8.2 Documents prepared specifically for this Project by only one of the Parties to this Agreement may not be copyrighted solely by that Party, unless otherwise determined by the Policy Board. Each Party hereby grants the other and the Joint Venture a license to use and reproduce such documents in furtherance of this Agreement. Where the Party owning such copyright is in default under this Agreement, the other Party may use and reproduce such documents, and prepare other documents derived from them for the Project, under the Project Agreement or any other agreement between the Parties and the Owner, regardless of whether such agreement was entered into on a separate or joint basis.

§ 8.3 If determined by the Policy Board, intellectual property, including designs, drawings, specifications and other instruments of service prepared specifically for this Project by consultants to the Joint Venture shall be copyrighted jointly in the name of the Joint Venture as a "work made for hire" under the conditions established in Section 8.2. All agreements with consultants to the Joint Venture shall include such a provision.

ARTICLE 9 INSURANCE

§ 9.1 Each Party to this Agreement shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Party from claims set forth below which may arise out of or result from the Party's services under this Agreement and for which the Party may be legally liable, whether such operations be by the Party or by a consultant to that Party or by anyone directly or indirectly employed by such Party, or by anyone for whose acts such Party may be liable:

- .1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the services to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Party's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Party's employees;
- .4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Party, or (2) by another person;
- .5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for damages to the construction documents and other valuable papers needed to fulfill obligations under this Agreement; and
- .8 Claims for damages arising out of the Party's negligent acts, errors or omissions in the performance of professional services.

§ 9.2 The insurance required by Section 9.1 shall be written for not less than the limits of liability specified in Article 19 or as required by law, whichever coverage is greater. Coverages, with the exception of Section 9.1.8, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of this Agreement or any services performed under this Agreement (whichever is earlier) until all services to be performed by the Parties to this Agreement have been completed or until such time as this Agreement has been terminated. Each Party will maintain the coverage required in Section 9.1.8, if available, for three years following the date of Substantial Completion.

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§ 9.3 Certificates of Insurance acceptable to the other Party shall be filed with that Party prior to commencement of services. These Certificates and the insurance policies required by Sections 9.1.1 through 9.1.8 shall contain a provision stating that coverages afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the other Party. If any Party to this Agreement reduces the limit of liability carried on the coverage required by Section 9.1.8, that Party will give 30 days' written notice to the other Party to this Agreement.

§ 9.4 The Parties to this Agreement may elect to provide any of the coverages required in Section 9.1 under policies covering all of the Parties to this Agreement. The premium and deductibles for those policies shall be paid as described in Article 19.

§ 9.5 Each Party to this Agreement and, where applicable, the Joint Venture shall procure fidelity coverage protecting against loss due to fraudulent or dishonest acts. Each Party shall indemnify the Joint Venture and the other Party for losses caused by fraudulent or dishonest acts of its principals and employees to the extent not covered by fidelity insurance available to the Joint Venture.

ARTICLE 10 COMMENCEMENT AND TERMINATION

§ 10.1 This Joint Venture will commence as of the date of this Agreement.

§ 10.2 This Agreement shall remain in full force and effect until terminated by written agreement of the Parties hereto or until the Project Agreement has been performed and all Joint Venture property and money have been fully disposed of or distributed in accordance with this Agreement. The obligations of each Party to contribute in accordance with this Agreement to the satisfaction of debts and liabilities of the Joint Venture and all obligations pursuant to Section 9.2 shall survive the termination of this Agreement.

§ 10.3 This Agreement may be terminated by either Party upon not less than seven days' written notice should the other Party substantially fail to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

§ 10.4 If, in the event of termination, the unpaid balance of compensation due the defaulting Party exceeds the cost of completing the work of the defaulting Party and expenses made necessary thereby, such excess shall be paid to the defaulting Party. If such costs exceed the unpaid balance, the defaulting Party shall pay the balance to the nondefaulting Party. This obligation for payment shall survive termination of this Agreement.

§ 10.5 If the Joint Venture does not enter into a Project Agreement with the Owner, then neither Party may enter into a contract to perform any services contemplated for this Project without the written consent of the other Party.

ARTICLE 11 CONTINUANCE

§ 11.1 In the event of death, dissolution, liquidation or any other incapacity of any Party, the other Party shall complete the Project Agreement. The estate, trustee or other entity representing the departing Party shall share in any compensation in the proportion that the work performed by the departing Party bears to the total share of work required from that Party under this Agreement.

§ 11.2 In the event of default or nonperformance by any Party not resulting in termination, the other Party shall complete the Project Agreement. Compensation due the defaulting or nonperforming Party shall be adjusted as provided in Section 18.1.2.

§ 11.3 Nothing contained herein shall give such estate, trustee or other entity representing the departing, defaulting or nonperforming Party, or the Party itself, any right to participate in the administration of the affairs of the Joint Venture.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation.

§ 12.2 The Parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in

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accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other Party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.

§ 12.3 The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 12.4 If the parties do not resolve a dispute through mediation pursuant to this Article 12, the matter may be litigated.

(Paragraph deleted)

ARTICLE 13 LEGAL COUNSEL

§ 13.1 The Joint Venture shall retain, for the duration of this Agreement, legal counsel mutually agreeable to all Parties for use in connection with matters requiring the assistance of legal counsel. The expense of legal counsel shall be borne by the Parties in proportion to their participation as described in Section 18.1, or as otherwise determined by the Policy Board.

§ 13.2 Such legal counsel shall represent the Joint Venture and shall not represent the individual interests of any Party without the consent of the others. If separate counsel is retained to represent the interests of any Party, such Party shall be solely responsible for selecting and compensating its legal counsel.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

§ 14.2 Written notice between the Parties to this Agreement shall be deemed to have been duly served if delivered in person or by registered or certified mail to the Primary or Alternate Representative of such Party.

§ 14.3 The principal place of business of the Joint Venture shall be as designated in Article 20, or such other location as may be subsequently agreed upon by the Parties.

§ 14.4 This Agreement shall be governed by the laws of the jurisdiction as designated in Article 20.

§ 14.5 The fiscal year of the Joint Venture shall be as designated in Article 20.

§ 14.6 Neither Party shall assign this Agreement without the written consent of the other.

§ 14.7 The right of any person, firm or corporation, claiming by, through or under any Party (including, but not limited to, judgment or other creditors, receivers, trustees, assignees, executors and administrators), to assert any claim against the rights or interests of any Party shall be limited in any event to the right to claim or receive after completion of the Project Agreement, and after the closing of the account of the Joint Venture, the proportional interest of such Party as described in Section 18.1, and then only subject to the equities of the other Party as set forth in this Agreement.

§ 14.8 The parties to this Agreement, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party with respect to all covenants of this Agreement, subject to any limitations stated in Section 14.6 or elsewhere in this Agreement.

§ 14.9 Property made available for the use of the Joint Venture shall remain the property of the contributing Party. Upon dissolution of the Joint Venture or at such other time as designated by the Parties, this property shall be returned to the contributing Party.

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§ 14.10 The waiver of breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power hereby granted to any Party or allowed it by law shall be cumulative and not exclusive of any other.

§ 14.11 If any of the provisions of this Agreement or the application thereof to any party under any circumstances is adjudicated to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement or the application thereof.

§ 14.12 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

§ 14.13 Each Party represents and warrants that, it is in good standing in the jurisdiction where it is organized, that it has all licenses, permits, registrations and approvals necessary or required in connection with the conduct of its business and in connection with its participation in the Joint Venture and that it is authorized to execute this Agreement and bind itself.

§ 14.14 The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

§ 14.15 The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the Parties may have.

§ 14.16 Each Party hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rule or regulations.

§ 14.17 None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Joint Venture.

§ 14.18 At any time after the Joint Venture is dissolved or terminated in accordance with Article 10 or the Illinois Limited Liability Act (the "Act"), no individual Party shall use the name of the Joint Venture in connection with the business of the Party, or the business of any entity the Party may have an interest in.

ARTICLE 15 CONTRIBUTIONS

§ 15.1 The initial capital contribution of each Party to this Agreement shall be pursuant to its Interest in the Joint Venture as follows:

Party (First, Second, etc.)	Initial Capital Contribution (\$ 0.00)
First Party	\$3,150
Second Party	\$1,850

§ 15.2 Should the Policy Board determine that additional funds are required or desirable to perform the Project Agreement, to pay any losses arising therefrom or to eliminate deficits resulting from prior overpayments to the Parties, the Parties shall, within ten days after determination by the Policy Board, contribute such additional funds in the respective proportions set forth in Section 18.1. Should any Party be unable, fail or neglect to contribute and deposit additional funds in the Joint Account, then the other Party shall have the right to advance the deficiency, and, in such event, the Party advancing such deficiency shall receive interest on such funds at the rate established by the Policy Board from the time of their advancement to the time of their repayment. Such excess funds shall be repaid in full, including said interest, from the first monies thereafter received from the Owner or from others in connection with the Project Agreement which are distributable to the Parties. Such funds shall be repaid before other payments are made to the Parties. Interest paid for funds thus advanced shall be charged against the Party whose failure necessitated the funds being advanced.

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The Prime Rate as set forth in the Wall Street Journal

§ 15.3 Should the Policy Board determine that funds are available in excess of Joint Venture needs, such excess funds shall first be applied to return of funds advanced until such advances have been entirely repaid, and balance of such excess shall be distributed to the Parties in the respective proportions set forth in Section 18.1. Upon completion of this Agreement, funds remaining after payment of outstanding indebtedness of the Joint Venture shall be distributed to the Parties in accordance with their respective interests as set forth in Section 18.1.

§ 15.4 In no event will advance distribution of anticipated profit reduce the obligation of the Parties for future expenses of the Joint Venture if these future expenses should exceed the gross compensation to the Joint Venture.

ARTICLE 16 SCHEDULE OF SERVICES

The Parties agree to provide the following specific services, respectively:

(Paragraph deleted)

As required in the PBC Professional Services Agreement for Gwendolyn Brooks College Preparatory High School Project 05420 and PBC Schedule A- Architect of Record Scope of Services attached thereto (documents shall be known as the "Prime Agreement"), and as further defined in Exhibit B schedule of services attached here to.

(Table deleted)

See Exhibit A

ARTICLE 17 SCHEDULE OF PROPERTY

The Parties agree to make available the following property for the use of the Joint Venture, respectively:

(If this Schedule is not used for this purpose, type in the appropriate reference document or, when appropriate, the phrase "Not Applicable" should be typed in the middle of the sheet.)

Not Applicable

(Table deleted)

ARTICLE 18 JOINT VENTURE OPERATIONS

Joint Venture Operations under this Agreement shall be based on:

(Paragraph deleted)

Division of Compensation

DIVISION OF COMPENSATION

§ 18.1 INTERESTS OF THE PARTIES

§ 18.1.1 Based on the services allocated to each Party and described in Article 16, compensation paid to the Joint Venture shall be divided as follows:

Party (First, Second, etc.)

First Party Second Party

Dollars or percentage

\$1,330,000.00, of which \$130,000.00 shall be dedicated to the assumed cost of the Joint Venture's Professional Liability Insurance premium of \$210,000.00.

\$780,000.00, of which \$80,000.00 shall be dedicated to the assumed cost of the Joint Venture's Professional Liability Insurance premium of \$210,000.00

To the extent the cost of the insurance premium is more or less than \$210,000, the parties shall allocate the reduction or increase in costs, as applicable, in accordance with the following percentages:

First Party	63	%
Second Party	37	%

Init.

§ 18.1.2 If a Party should significantly fail to provide timely or adequate performance on an assigned activity, the Policy Board, at its initiation, may place funds in dispute to be disbursed to that Party in escrow until the performance failure is remedied. If, as a result of such failure, cost or liability results to a nondefaulting Party, funds placed in escrow or due the defaulting Party may be used to reimburse said nondefaulting Party to the extent of such cost or liability. In the event that such funds are insufficient to reimburse the nondefaulting Party, the defaulting Party agrees that they will make payment to the nondefaulting Party to the extent of such insufficiency.

§ 18.1.3 Unless otherwise agreed upon, the Joint Venture shall have no employees. All necessary personnel shall be provided from the staffs of the Parties.

§ 18.1.4 Except as provided below or determined by the Policy Board, all nonreimbursable expenses under the Project Agreement shall be borne by the Party incurring such expenses.

§ 18.1.5 **Legal and Accounting.** The Parties agree to share equally in the legal and accounting fees necessary to set up the Company, including any related filing fees with the Illinois Secretary of State or Licensing Board offices, or other regulatory agencies (as well as to maintain the Joint Venture's good standing and applicable registration). The foregoing fees and costs shall be divided according to the following percentages:

(Paragraphs deleted)

First Party	63__%
Second Party	37__%

(Table deleted)

(Paragraph deleted)

§ 18.2 REIMBURSEMENTS

§ 18.2.1 Parties shall be reimbursed for time of personnel used on behalf of the Joint Venture as set forth below:

See **Exhibit B**

(Table deleted)

§ 18.2.2 For the purposes of this Agreement, the following are designated as Principals:

Party (First, Second, etc.)	Name of principal
First Party	Timothy J. McGrath
First Party	Scott M. Likins
Second Party	RaMona Westbrook

§ 18.2.3 Unless otherwise agreed upon, the Joint Venture shall have no employees. Necessary personnel shall be provided from the staffs of the Parties. New personnel employed specifically for work on the Project will be assigned to the payroll of one of the Parties by mutual agreement at time of employment.

§ 18.2.4 The following expenses, incurred in furtherance of this Agreement, shall be reimbursable by the Joint Venture at cost to the Party incurring them: long distance telephone, telegrams and cables; travel (local, excess commutation and long distance) and subsistence; facsimile services; courier services; overnight deliveries; messenger services (by outside organizations); specification typing (by outside organizations); entertainment; mailing charges (special); reproductions, photographs, renderings and models; office supplies; recruitment expenses (ads, agency fees); overtime meal allowance; and other reimbursable items listed herein.

§ 18.2.5 For REIMBURSABLE EXPENSES, as described in Section 18.2.4, and any other items included as Reimbursable Expenses, a multiple of One (1.0) times the expenses incurred by the Parties to this Agreement in the interest of the Project.

§ 18.2.6 Full and complete books of account described in Section 5.3 relating to the Joint Venture shall be available to the other Party for inspection at mutually convenient times.

Init.

ARTICLE 19 INSURANCE COVERAGES

(After consultation with each Party's insurance counsel, insert the minimum limits of insurance required for each Party or the Joint Venture for each type of insurance required in Section 9.1, and any other coverages which may be necessary to protect the Parties to this Agreement. Deductible and payment apportionment listed in Section 9.4 and time requirements listed in Section 9.2 should also be inserted here.)

Type of insurance

As required by the associated Public Building Commission of Chicago Professional Services Agreement "Schedule E – Insurance Requirements"

Minimum limit (\$ 0.00)

As required by the associated Public Building Commission of Chicago Professional Services Agreement "Schedule E – Insurance Requirements"

ARTICLE 20 OTHER CONDITIONS OR SERVICES

§ 20.1 Principal Place of Business/Registered Office: 833 W. Jackson, Suite 100, Chicago, Illinois 60607

§ 20.2 Jurisdiction: Illinois

§ 20.3 Fiscal Year: January 1 through December 31

§ 20.4 Interim Decision Maker: Steven T. Oliver, President, BLDD Architects, Inc.
(Insert other conditions and descriptions of other services.)

§ 20.5 **Mutual Indemnity.** Each Party shall defend, indemnify and hold harmless the other against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) to the extent arising out such party's breach of this Agreement or negligent performance of services in connection with the Project Agreement.

§ 20.6 **Insurance Policy.** In addition to the requirements set forth in Article 9, the Policy Board will take all actions necessary to cause the Joint Venture to procure a professional liability policy in compliance with the Owner's requirements for coverage and limits.

§ 20.7 **Registration of the Joint Venture.** The Policy Board will take all actions and make all filings necessary to cause the Joint Venture to be properly registered and licensed to practice architecture under the laws of the State of Illinois.

§ 20.8 **Proprietary and Confidential Information and Data.** The Parties agree that information disclosed to another Party of a financial or proprietary nature, or where marked "Confidential," shall be kept in strict confidence during the term of this Agreement and thereafter, and shall not be disclosed unless required by legal process or court order or if such disclosure is materially related to and necessary to the furtherance of the Joint Venture's Purpose. All confidential data as defined herein and any other documents or materials originally provided to the Joint Venture by a Party shall be returned to the Party on request or upon termination or dissolution of the Joint Venture.

This Agreement entered into as of the day and year first written above.

FIRST PARTY

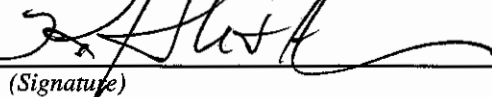
BLDD ARCHITECTS, INC. an Illinois corporation


(Signature)

Timothy J. McGrath, Principal
(Row deleted)

SECOND PARTY

BROOK ARCHITECTURE INCORPORATED, an Illinois corporation


(Signature)

RaMona Westbrook, President

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B
DISCLOSURE AFFIDAVIT

ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488

1

Name: Brook Architecture, Inc

Address: 2325 South Michigan Avenue, Suite 300

Telephone No.: 312-528-0890

Federal Employer I.D. #: 36-4234909 Social Security #: _____

Nature of Transaction:

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

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

The undersigned RaMona Westbrook, as President
(Name) (Title)

and on behalf of Brook Architecture, Inc.
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

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

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PUBLIC BUILDING COMMISSION OF CHICAGO

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

a. State of Incorporation or organization Illinois

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>RaMona Westbrook</u>	<u>President</u>	_____	_____
<u>RaMona Westbrook</u>	<u>Treasurer</u>	_____	_____
_____	_____	_____	_____

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

Name (Print or Type)	Address	Ownership Interest
<u>RaMona Westbrook</u>	<u>9745 s Prospect Chgo IL 60643</u>	<u>100</u> %
_____	_____	_____ %
_____	_____	_____ %

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

N/A

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERSHIPS

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

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

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No [] N/A
If NO, complete items b. and c. of this Section 3.

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

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

N/A

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

Name(s)

Address(es)

N/A

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

Name(s)	Address(es)
N/A	

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. State of incorporation N/A
- b. Name of all officers and directors of corporation (or attach list):

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

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

II. CONTRACTOR CERTIFICATION

AOR - Gwendolyn Brooks College Preparatory Academy
PS 1488
Project 05240

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A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)

transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

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- 4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
- 5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

- 1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
- 2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
- 3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

N/A

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

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

D. OTHER TAXES/FEES

- 1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
- 2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

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N/A

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

N/A

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

None

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

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PUBLIC BUILDING COMMISSION OF CHICAGO

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

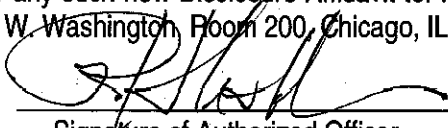
III. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

VERIFICATION

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

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



Signature of Authorized Officer

RaMona Westbrook, AIA

Name of Authorized Officer (Print or Type)

President

Title
312-528-0890

Telephone Number

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PUBLIC BUILDING COMMISSION OF CHICAGO

State of Illinois
County of Cook

Signed and sworn to before me on this 27 day of January, 2009 by

RaMona Westbrook (Name) as President (Title) of

Brook Architecture, Inc (Bidder/Proposer or Contractor)

Kelly J Best
Notary Public Signature and Seal



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Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et*

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seq.); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B
DISCLOSURE AFFIDAVIT

ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488

]

Name: BLDD Architects, Inc.

Address: 833 W. Jackson, Suite 100, Chicago, IL 60607

Telephone No.: 312-829-1987

Federal Employer I.D. #: 37-1319322 Social Security #: _____

Nature of Transaction:

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

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

The undersigned *Araceli Olvera*, as PRESIDENT
(Name) (Title)

and on behalf of BLDD Architects, Inc.
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

- Bidder/Proposer/Contractor is a:
- | | |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

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

a. State of Incorporation or organization Illinois

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Steven T. Oliver</u>	<u>President</u>	<u>N/A</u>	<u></u>
<u>Randall L. West</u>	<u>Vice-President</u>	<u></u>	<u></u>
<u>John R. Drayton</u>	<u>Treasurer</u>	<u></u>	<u></u>
<u>Samuel J. Johnson</u>	<u>Secretary</u>	<u></u>	<u></u>

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

Name (Print or Type)	Address	Ownership Interest
<u>Steven T. Oliver</u>	<u>100 Merchant St, Decatur, IL</u>	<u>19.23 %</u>
<u>Randall L. West</u>	<u>100 Merchant St, Decatur, IL</u>	<u>19.23 %</u>
<u>John R. Drayton</u>	<u>100 Merchant St, Decatur, IL</u>	<u>19.23 %</u>
<u>Samuel J. Johnson</u>	<u>100 Merchant St, Decatur, IL</u>	<u>19.23 %</u>

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

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

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

and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERSHIPS

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

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

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.

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

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

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

Name(s)

Address(es)

_____	_____
_____	_____

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

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

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

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

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

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

II. CONTRACTOR CERTIFICATION

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AOR – Gwendolyn Brooks College Preparatory Academy
PS 1488
Project 05240

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)

transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

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PUBLIC BUILDING COMMISSION OF CHICAGO

- 4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
- 5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

- 1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
- 2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
- 3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEEES

- 1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
- 2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

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PUBLIC BUILDING COMMISSION OF CHICAGO

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

III. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

VERIFICATION

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

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

Steven Oliver

Signature of Authorized Officer

STEVEN T. OLIVER

Name of Authorized Officer (Print or Type)

PRESIDENT

Title

217-429-5105

Telephone Number

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PUBLIC BUILDING COMMISSION OF CHICAGO

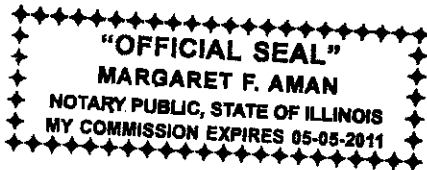
State of Illinois
County of Macon

Signed and sworn to before me on this 26th day of January, 2009 by

Steven T. Oliver (Name) as President (Title) of

BLDD Architects, Inc. (Bidder/Proposer or Contractor)

Margaret F. Aman
Notary Public Signature and Seal



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AOR - Gwendolyn Brooks College Preparatory Academy
PS 1488
Project 05240

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et*

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PUBLIC BUILDING COMMISSION OF CHICAGO

seq.); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

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AOR – Gwendolyn Brooks College Preparatory Academy
PS 1488
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V:\Gwendolyn Brooks College Prep HS FY2007\AOR Request for Proposals - Brooks CP\RFPAOR PS1488 Gwendolyn Brooks T&C Scope 1-16-09.doc
DLB 1-16-09

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT C
ELECTRONIC FILE TRANSFER AGREEMENT

ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY
NO. PS1488

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)
RE: ELECTRONIC MEDIA
PROJECT NAME AND NO.: [PROJECT NAME] Gwendolyn Brooks College Prep Academy
[PROJECT #] Addition and Renovation
05240
DESCRIPTION OF DATA: This Agreement shall apply to all Electronic Drawings which are listed and otherwise identified in an attached cover letter(s) to the PBC

TERMS OF AGREEMENT:

1. The PBC acknowledges that it has requested Architect to provide certain designs as electronic drawing file data in disk format and that the information contained on these disks is provided for its sole use and convenience. The PBC, at its own discretion, may choose to reassign this data to a third party, to whom all terms of this agreement shall also apply, by obtaining the third party's signature on the line below and sending a signed copy to Architect.
2. The undersigned further acknowledges that the true record of the design is the most recent printed copy of the design by Architect, and that errors and other changes may subsequently be introduced to the electronic format without the fault or knowledge of, and beyond the control of Architect.
3. Accordingly the PBC agrees to indemnify Architect from all costs and expenses including reasonable attorney's fees, pertaining to any claims which may arise out of any modification to the design contained on the electronic drawing file data as compared to the last sealed hard copy printed by Architect.
4. This Data is an instrument of professional service prepared by Architect. Unless otherwise provided for in the Agreement, the reuse of this data, including designs and information included therein shall be at the sole risk of the user.

Architect:


Architect/Authorized Signature [date]

Acknowledged and Accepted for:

Signature of PBC Executive Director [date]

Acknowledged and Accepted by Third Party:

Signature of Third Party [date]

PRODUCER
ansig Group
P.O. Box 678
11 E. Decatur
Decatur IL 62525
Phone: 217-423-3311 Fax: 217-423-3328

INSURED
BLDD/Brook Architects
Joint Venture LLC
833 W Jackson Blvd Suite 100
Chicago IL 60607

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	The Hartford	
INSURER B:	Cincinnati Insurance Co.	10677
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR ADD'L R INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
3	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EBP0024512	06/01/08	06/01/09	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					Emp Ben. 1,000,000
3	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP5164134	06/01/08	06/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
3	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	EBP0024512	06/01/08	06/01/09	EACH OCCURRENCE \$ 4,000,000
					AGGREGATE \$ 4,000,000
					\$
					\$
3	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83WECB08364	01/19/09	01/19/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 500000
					E.L. DISEASE - EA EMPLOYEE \$ 500000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500000

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

The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are named as additional insureds on a primary and non-contributory basis including waiver of subrogation.

Sheryl
4/8/09

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Daniel D. Reynolds