

PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1643

With

EDAW, INC.

TO PROVIDE

ARCHITECT OF RECORD SERVICES

FOR

THE GATEWAY and 31ST STREET HARBOR PROGRAM
CHICAGO, ILLINOIS

Project Number: Gateway Harbor – 11110
31st Street Harbor - 11120

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

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EXECUTION PAGE

ARCHITECT OF RECORD SERVICES
THE GATEWAY and 31ST STREET HARBOR PROGRAM
PS1643

THIS AGREEMENT effective as of **July 14, 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 **EDAW, Inc.** with offices at 303 East Wacker Drive, Suite 650, Chicago, IL 60601, (the "**Architect**"), at Chicago, Illinois.

Background Information – Recitals:

Whereas, **The Commission** on behalf of the **Chicago Park District** (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 based on the scope in Schedule A attached to the Agreement (the "**Project**").

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

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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

Attest:

Edgwick C. Johnson
Edgwick C. Johnson
Secretary

ARCHITECT, EDAW. INC.:

William P. Vitek, FASIA JASON UYEDA
~~Senior Vice President~~ PRINCIPAL / VP

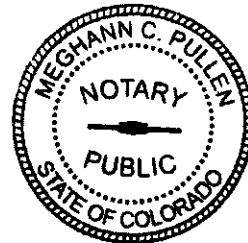
County of: Denver

State of: Colorado

Subscribed and sworn to before me by Jason Uyeda and _____ on behalf
of Architect this 29 day of July, 2009.

Notary Public
My Commission expires: Jan 5, 2013

(SEAL OF NOTARY)



My Commission Expires Jan. 5, 2013

Approved as to form and legality

Jacinta Epling 7/31/09
Neal & Leroy, LLC

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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,

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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. The Gateway and 31st Street Harbor Program
- (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.

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Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

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

Section 4.02 Key Personnel. The Architect must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Architect that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement in Schedule 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

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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 responsible for any and all negligent 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.

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- (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 professional standard of care and skill ordinarily exercised by similar members of the same profession practicing under similar conditions for the services provided, 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

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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 any right of set off regarding Architect's failure to properly perform Services from payments that are due to Architect.

Section 5.03 Suspension by the Commission. The Commission also has the right, at any time and from time to time, with or without cause, to suspend the performance of the Architect hereunder with respect to all or any part of the Services, by written notice 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

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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 tornadoes; 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.

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- (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:
- (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

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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

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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

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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.

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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

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reports, information or data must be available to any party without the prior written approval of the Commission to the extent or except when ordered to be divulged by law or court order under the governing law herein. 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 promptly 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 signature(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.

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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.

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**SCHEDULE A
SCOPE OF SERVICES**

**ARCHITECT OF RECORD SERVICES
THE GATEWAY and 31ST STREET HARBOR PROGRAM
PS1643**

A. General Requirements

I. Completion of Design of the Project

EDAW AECOM, "the Architect" serves as the Architect of Record for the Project, providing all Services required to complete the coordinated design of the Project. The Chicago Park District retained the EDAW AECOM team to develop the attached Concept Packages – Appendix C and D, which shall serve as the basis for this scope of services. 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, and Program Manager 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 Concept Package prepared under contract to the Chicago Park District (attached) (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 plans and specifications and limited construction observation phase services for 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 for bid for the construction of the Project. Unless otherwise specified, references to "days" are to calendar days.

Subconsultant Appendices A and B outline specific deliverables and responsibilities for each subconsultant, and are a part of and incorporated into the overall contract.

II. Project Site and Program Components

Gateway Harbor

Gateway Harbor is located in the waters immediately north of the Chicago River Locks and south of Navy Pier, centered on the existing dilapidated Dime Pier. The attached site plan (Appendix E) graphically describes the project site, which includes a landfill area of approximately one acre. The Concept Package includes a two story restaurant structure, along with an integrated structure that houses Harbor Services and retail. Major programmatic components included marina facilities for approximately 240 slips, coastal infrastructure required to create the harbor basins, and improvement of Dime Pier to a fully accessible pedestrian space. The site development will include all code and ordinance required amenities, including but not limited to those outlined above.

31ST Street Harbor

The site is located within Burnham Park, in the area adjacent to the lakefront south of 31st Street Beach. The attached site (Appendix F) plan graphically describes the project site, which also includes separate parking

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areas located west of Lake Shore Drive and along Fort Dearborn Drive. The Concept Package includes a one-level green roof covered parking garage for approximately 335 cars, along with an integrated structure that houses Harbor Services, Community Rooms, and a restaurant. Major programmatic components include marina facilities for approximately 800 slips, coastal infrastructure required to create the harbor basin, and additional landside amenities that include park space, a new playground, a community plaza, and realignment of the Lakefront Trail. The site development will include all code- and ordinance-required amenities, including, but not limited to those outlined above.

III. Term of this Agreement

Commencement Date of Services: July 20, 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 divided into 5 phases: Design Development Phase which will include designated Schematic Design services necessary to conform the Concept Package to PBC Schematic Design requirements; 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 Citadon Collaboration Workspaces as designated by the Authorized Commission Representative for all communications with the Commission, the Authorized Commission Representative, and the Commission's Program Manager.

B. The Architect is responsible for compiling all Lessons Learned by the Commission and User Agency on similar green roof and restaurant 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. In addition, the Architect is responsible for compiling all Lessons Learned for the Project upon Substantial Completion.

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 the building scope of the Gateway Harbor Restaurant and Harbor Facilities Buildings and 31st Street Harbor Restaurant/Community Center/Harbor Facilities Building

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Architect of Record Services

The Gateway and 31st Street Harbor Program

Project Number: Gateway Harbor - 11110 / 31st Street Harbor - 11120

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and Parking Garage Projects are required to be designed in accordance with USGBC standards to achieve a minimum Leadership in Energy and Environmental Design (LEED) rating of Silver - NC 2.2; the requirements for the LEED rating designated by the Commission are set forth in the US Green Building Council LEED Reference Guide. LEED requirements are to be fully integrated into the bid documents, including drawings and specifications, and are included in the scope of the Architect's responsibilities with respect to contract administration.

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 I - Design / Engineering for the Project Construction and Site Development

A. Schematic Design Conformance

1. Facilitate and document a sustainable design charrette and follow up sessions with all subconsultants and such other participants as directed by the Authorized Commission Representative. The purpose of the charrette is to confirm that the Project's target LEED^{TM1} 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.

2. Schematic Design Conformance Deliverables include:

- a) Sustainable Design Goals and target LEED checklist, including a detailed narrative describing project-specific strategies to achieve each credit, as shown in the Commission's Design Management Manual;
- b) Stormwater analysis and management proposal;
- c) Proposed Public Right of Way Amendment Plan;
- d) Issuance of a zoning analysis package;
- e) Issuance of a code analysis package;
- f) Provide an initial energy simulation model using the DOE2 Modeling Software;

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B. Design Development Phase

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

1. Consistent with the approved Concept Package and Schematic Design Conformance 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. Preparation and presentation of documents necessary for User Agency departmental approvals.
3. 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.
4. Develop a hardware and device location plan for Commission and User Agency review and approval.
5. Develop a signage plan and specifications for Commission and User Agency review and approval.
6. Develop a Project Documentation Log based upon contract document requirements. A template using Citadon Collaboration Workspaces for matrix development will be provided by the Authorized Commission Representative.
7. 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.
8. 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.
9. 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

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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.

10. 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.

11. 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.

12. 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

13. Prepare and issue hard copies of the Design Development Drawings, Outline Specifications using CSI MasterFormat 1995, 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.

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14. 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 I.B.14 of Schedule A shall be provided by the Architect without compensation or an extension to the Project Schedule.

15. 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 I.B.15 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.

16. 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 and detailed narrative; indicating all changes from prior submittal.
- 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.

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- 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.
- s) Keyed furniture, fixture and equipment plan and schedule
- t) Compile Lessons Learned by the Commission and User Agency on similar green roof and restaurant projects.

17. Immediately upon submission of the Design Development package to the Authorized Commission Representative, and concurrent with the review by Authorized Commission's Representative, Commission and User Agency, begin the next phase on the updated and approved schedule. If the AOR does not receive written approval of the deliverables of the Design Development phase within seven days, AOR shall suspend work until written approval is received, and the design schedule shall be extended by the same number of days approval is delayed.

C. 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 format 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

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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 I.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

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Additional Services provided in the Section I.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, 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.

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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 and detailed narrative, indicating all changes from prior submittal.
- 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.
- n) Coordination Documents
- o) Power, communication, and other low voltage services confirmation documents
- p) Water supply, drainage, condensate line, and vent confirmation documents

15. Submittal package for second Commissioning Authority review at 90% CD, including all systems and equipment to be commissioned. Specific requirements are as indicated in the Commission's Design Management Manual.

16. 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.

17. 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

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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.

18. 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

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would include locations where these services enter the building or penetrate the foundations.

19. 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.

20. 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.

21. 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.

22. 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.

D. 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

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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.

E. 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 number of meetings and hours of field observation included by each subconsultant are identified in the Scope of Work Appendices attached. 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

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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. If requested by the contractor, provide CAD backgrounds in electronic format. Provision of CAD backgrounds will be subject to prior acceptance by contractor of AOR electronic information release and payment of production costs.

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 of 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 using the Commission's Citadon Collaboration Workspaces system.
11. Review the Work to establish preliminary acceptance of the Project.

F. Close Out Phase

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

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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
8. Recalibrate the design phase energy model to incorporate actual operational, utility and weather information collected during the first 11 months that the building has been occupied and any changes made to the design during construction.

II. 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.

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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. Administer LEED compliance as part of Architect's construction administration for the project.
1. Coordinate, assemble and submit the design phase package to the LEED Authority during the Bid/Award phase.

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2. Review construction phase LEED submittals for completeness and compliance with LEED credit requirements. Provide comments, in Architect's role as project LEED administrator. Expedite review and submittal of construction phase submittals to the LEED Authority at the completion of construction.
3. Coordinate responses to LEED Authority review: compile reviewer comments, assign responsibilities to required responders, establish schedule for responses to ensure timely re-submittal, review responses for compliance with credit and comment requirements, and re-submit to LEED Authority.
4. Submit Credit Interpretation Requests (CIR) as required.

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.

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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.

III 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:

- 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.

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**SCHEDULE B
PROJECT DOCUMENTS
ARCHITECT OF RECORD SERVICES
THE GATEWAY and 31ST STREET HARBOR PROGRAM
PS1643**

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SCHEDULE C
PROJECT SCHEDULE
ARCHITECT OF RECORD SERVICES
THE GATEWAY and 31ST STREET HARBOR PROGRAM
PS1643

A. Project: Schematic Design Conformance / Design Development Phase:

Gateway Harbor Design Development Documents shall be completed within 40 calendar days of receipt of written Notice to Proceed of July 15, 2009. Target Completion Date: August 24, 2009

31st Street Harbor Design Development Documents shall be completed within 54 calendar days of receipt of written Notice to Proceed of July 15, 2009. Target Completion Date: September 7, 2009

B. Project: Construction Documents Phase:

1. 60% Construction Documents: 60% Construction Documents shall be completed within 35 calendar days after the date of written approval of the Design Development Phase issued by the Authorized Commission Representative.

Gateway Harbor Target Completion Date: September 28, 2009.

31st Street Harbor Target Completion Date: October 12, 2009.

2. 90% Construction Documents: 90% Construction Documents shall be completed within 35 calendar days after the date Architect receives final written comments on its 60% Construction Documents Deliverable issued by the Authorized Commission Representative.

Gateway Harbor Target Completion Date: November 2, 2009.

31st Street Harbor Target Completion Date: November 16, 2009.

3. 100% Construction Documents: 100% Construction Documents shall be completed within 28 calendar days after the date Architect receives final written comments on its 90% Construction Documents Deliverable issued by the Authorized Commission Representative.

Gateway Harbor Target Completion Date: November 30, 2009.

31st Street Harbor Target Completion Date: December 7, 2009.

4. Bid Package Review / Conference: Bid Package Review / Conference shall be completed within 21 calendar days after the date Architect receives final written comments on its 100% Construction Documents Deliverable issued by the Authorized Commission Representative.

Gateway Harbor Target Completion Date: December 21, 2009. Target Bid Date: December 24, 2009.

31st Street Harbor Target Completion Date: December 24, 2009. Target Bid Date: December 24, 2009.

C. Project: 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 require 53 calendar days to complete.

D. Project: Construction Phase Services:

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Construction of the Gateway Harbor Project is anticipated to require 471 calendar days to complete after issuance of Notice to Proceed to the contractor. Construction of the 31st Street Project is anticipated to require 837 calendar days to complete after issuance of Notice to Proceed to the contractor.

E. 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. Deadlines and cost estimates, if any, may require adjustments as a result of delays caused by the Commission, other Commission consultants, the contractor, and any unforeseen circumstances. Any additional time will be negotiated with the Commission to extend the Project schedule accordingly.

The Authorized Commission Representative shall provide written comments on critical path items and 95% of the milestone submittal within 7 calendar days of each milestone submission, as well as a list of those elements still under review. Final comments and written authorization to proceed shall be provided within 15 calendar days of each milestone submission.

F. The Architect

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

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SCHEDULE D
COMPENSATION OF THE ARCHITECT

ARCHITECT OF RECORD SERVICES
THE GATEWAY and 31ST STREET HARBOR PROGRAM
PS1643

I. ARCHITECT'S FEE

A. The Commission shall pay the Architect for the satisfactory performance of the Services a Fixed Fee ("Fee") of \$6,705,435.00. The Fee will be allocated and payments made on a monthly on percent complete basis as follows:

Allocation of Fee:

Design/ Engineering of Building:		\$6,705,435.00
Design Development	35%	\$2,346,902.25
Construction Documents	35%	\$2,346,902.25
Bidding Phase Services	5%	\$ 335,271.75
Construction Phase Services	20%	\$1,341,087.00
Project Close-out	5%	\$ 335,271.75

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 2.89 multiplier.

The 2.89 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 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

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- 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.
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 \$1,002,181 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

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PUBLIC BUILDING COMMISSION OF CHICAGO

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.

The Consultant must attach MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

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.

Request for Proposal - Architect of Record for New Construction - Proposed Fee Schedule

Public Building Commission - Richard J. Daley Center - 50 West Washington, Room 200 - Chicago, Illinois 60602 - Tel: 312-744-3300 - Fax: 312-744-6005

Project Name: Chicago Gateway Harbor
Date: 6/25/2009
Architect of Record: EDRAW AECOM
 Contact Name: Greg Weykamp, Principal Phone: 312.373.6501

Project Delivery Method:	Lump Sum + Reimbursables	MMBE Affiliation	Percentage of Project Team	Proposed Total Fee	Fee Breakdown by Project Phase					Project Close-Out 5%	
					Schematic Design 0%	Design Development 35%	Construction Documents 35%	Bidding 5%	Contract Administration 20%		
Service Category	Service Provider										
Project Management / Coordination	EDAW AECOM		4.5%	\$ 114,399.00	\$ -	\$ 40,038.15	\$ -	\$ 57,18.45	\$ 22,877.80	\$ -	\$ 5,719.45
Cost Consulting	Concord		1.2%	\$ 30,800.00	\$ -	\$ 10,780.00	\$ -	\$ 1,540.00	\$ 6,160.00	\$ -	\$ 1,540.00
LEED Consulting	AECOM		1.3%	\$ 32,520.00	\$ -	\$ 11,362.00	\$ -	\$ 1,626.00	\$ 6,504.00	\$ -	\$ 1,626.00
Architecture / Interiors	Ross Barney Architects	WBE	10.1%	\$ 289,500.00	\$ -	\$ 90,475.00	\$ -	\$ 12,925.00	\$ 51,700.00	\$ -	\$ 12,925.00
Building Structural Engineering	Shearn-Juganok Ltd.	MBE	2.4%	\$ 61,500.00	\$ -	\$ 21,625.00	\$ -	\$ 3,075.00	\$ 12,300.00	\$ -	\$ 3,075.00
Building MEP Engineering	Primera	MBE	5.2%	\$ 134,500.00	\$ -	\$ 47,066.00	\$ -	\$ 6,728.00	\$ 26,912.00	\$ -	\$ 6,728.00
Landscape Architecture	EDAW AECOM	MBE	16.6%	\$ 427,292.00	\$ -	\$ 149,552.20	\$ -	\$ 21,354.60	\$ 85,458.40	\$ -	\$ 21,354.60
Lighting Design	Schula Shook		2.1%	\$ 53,500.00	\$ -	\$ 18,725.00	\$ -	\$ 2,675.00	\$ 10,700.00	\$ -	\$ 2,675.00
Fountain Design	Fountain Technologies		0.6%	\$ 154,745.00	\$ -	\$ 5,792.50	\$ -	\$ 827.50	\$ 3,310.00	\$ -	\$ 827.50
Civil Engineering	AECOM		8.0%	\$ 154,745.00	\$ -	\$ 54,160.75	\$ -	\$ 7,737.25	\$ 30,949.00	\$ -	\$ 7,737.25
Electrical/Telecom Engineering - Site	Primera	MBE	3.3%	\$ 85,000.00	\$ -	\$ 29,750.00	\$ -	\$ 4,250.00	\$ 17,000.00	\$ -	\$ 4,250.00
Sanitary, Water, and Fire Protection Engineering	Primera	MBE	2.5%	\$ 67,000.00	\$ -	\$ 23,450.00	\$ -	\$ 3,350.00	\$ 13,400.00	\$ -	\$ 3,350.00
Coastal Engineering	AECOM		30.3%	\$ 779,000.00	\$ -	\$ 272,650.00	\$ -	\$ 38,950.00	\$ 155,800.00	\$ -	\$ 38,950.00
Geotechnical Eng. Exploration Support - Coastal	GeoServices	MBE	3.0%	\$ 76,827.00	\$ -	\$ 26,889.45	\$ -	\$ 3,841.35	\$ 15,365.40	\$ -	\$ 3,841.35
Civil / Structural Drafting Support - Coastal	Rubino & Mesia	MBE	0.9%	\$ 23,175.00	\$ -	\$ 8,111.25	\$ -	\$ 1,158.75	\$ 4,635.00	\$ -	\$ 1,158.75
Survey/Misc. Engineering Support	EDI	WBE	0.9%	\$ 23,400.00	\$ -	\$ 8,280.00	\$ -	\$ 1,180.00	\$ 4,730.00	\$ -	\$ 1,180.00
Marina Design	Edgewater		8.1%	\$ 208,587.00	\$ -	\$ 73,005.45	\$ -	\$ 10,429.35	\$ 41,717.40	\$ -	\$ 10,429.35
Upland Geotechnical Engineering	AECOM		0.9%	\$ 19,500.00	\$ -	\$ 6,825.00	\$ -	\$ 975.00	\$ 3,900.00	\$ -	\$ 975.00
Proposed Total Fee for Basic Services associated with the Building Construction & Site Development SOW				\$ 2,687,045.00		\$ 898,465.75		\$ 128,352.25	\$ 513,409.00		\$ 128,352.25

Building Construction and Site Development SOW Comments:

- 1. XX
- 2. XX
- 3. XX

AOR Reimbursable Consultant Allowances	Comment
Survey - MBE	Pick-up Survey Allowance
Geotechnical Testing/Reporting	
Food Service Consulting - MVP Services Group	Vendor fee testing costs are anticipated to range from a minimum of \$57,727 depending on the final result exceeded through the performance specification bid process. Incremental unit costs for additional pile testing above the minimum is \$150 per pile.
Anchor Pile Testing - AECOM	
Anchor Pile Testing - MBE	
Acoustical Consulting	If Required
Lighting Consulting	If Required
Traffic Consulting - Data Collection Webster, WBE	If Required
Roofing Consulting - KINCREST	If Required
Hardware Consulting	If Required
Total AOR Reimbursable Consultant Allowances	\$ 197,778.00

Request for Proposal - Architect of Record for New Construction - Proposed Fee Schedule

Public Building Commission - Richard J. Daley Center - 50 West Washington, Room 206 - Chicago, Illinois 60602 - Tel: 312-744-3280 - Fax: 312-744-8025

Project Name: Chicago Gateway Harbor
 Date: 6/25/2009
 Architect of Record: EDAW AECOM
 Contact Name: Greg Weykamp, Principal
 Phone: 312.373.6501

Reimbursable Expenses		WBE	Comments
Ross Barney Architects Expenses	\$ 2,500.00	WBE	Messenger/Delivery, Presentation Printing, Materials Boards
Steam-Joglar, Ltd. Expenses	\$ 200.00	MBE	Messenger/Delivery
Primera Engineers Expenses	\$ 500.00	MBE	Miscellaneous
Schuler Shook	\$ 1,000.00		Messenger/Delivery, Presentation Printing, Materials Boards
LEED Certification (flat fee for buildings under 50,000 sqft)	\$ 2,500.00		As Noted
ATG	\$ 180.00		Messenger/Delivery
WBE Printing - Cushing	\$ 65,000.00	WBE	As Noted
EDAW Expense	\$ 5,000.00		Miscellaneous, Messenger/Delivery, Presentation Printing, Materials Boards
Total Reimbursable Expenses	\$ 66,880.00		

Total Fee Proposal Value \$ 2,831,703.00

Allowances/Special Considerations		Comments
Lighting Consulting Optional Sun/ce-Nighttime Color Renderings	\$ 5,000.00	Per rendering
CA Coordination - Schedule Extension	\$ 30,000.00	\$5,000 per month, as required due to construction schedule extension
Total Allowances/Special Considerations	\$ 35,000.00	

Notes:

1. Unless noted otherwise, the Public Building Commission will procure the following consultants: Commissioning Agent / Authority, Environmental Testing / Consulting.
2. Unless noted otherwise, the Site Preparation Scope of Work includes, but is not limited to, Site Remediation, Geotechnical Site Preparation, and Site Utility Work to 5'-0" from the building footprint.
3. Unless noted otherwise, the Building Construction Scope of Work includes, but is not limited to, Building Construction, FF&E, and Site Utility connection.
4. Refer to Schedule D of the contract language for terms regarding Architect Compensation, including allowed reimbursable expenses.
5. Please note the project delivery method, as different delivery methods require different levels of document preparation.

Signature of the Architect of Record _____

Date _____

Request for Proposal - Architect of Record for New Construction - Proposed Fee Schedule

Peak Building Commission, Richard J. Daley Center - 50 West Washington, Room 200 - Chicago, Illinois 60602 - Tel: 312-744-6209 - Fax: 312-744-8005

Project Name: 31st Street Harbor
Date: 6/25/2009
Architect of Record: EDRAW AECOM
 Contact Name: Greg Weykamp, Principal Phone: 312.373.6501

Service Category	Service Provider	MWBE Affiliation	Percentage of Project Team	Proposed Total Fee	Fee Breakdown by Project Phase					Project Close-Out 5%
					Schematic Design 0%	Design Development 35%	Construction Documents 35%	Bidding 5%	Contract Administration 28%	
Project Management / Coordination	EDAW AECOM		4.4%	\$ 183,998.00	\$ -	\$ 64,084.30	\$ 84,084.30	\$ 9,154.90	\$ 38,819.60	\$ 9,154.90
Cost Consulting	Concord		1.4%	\$ 57,950.00	\$ -	\$ 20,072.50	\$ 20,072.50	\$ 2,867.50	\$ 11,470.00	\$ 2,867.50
LEED Consulting	AECOM		1.3%	\$ 55,240.00	\$ -	\$ 19,334.00	\$ 19,334.00	\$ 2,762.00	\$ 11,048.00	\$ 2,762.00
Architecture / Interiors	Brook Architecture	MBE	7.6%	\$ 321,652.00	\$ -	\$ 112,578.20	\$ 112,578.20	\$ 16,082.00	\$ 64,330.40	\$ 16,082.00
Parking Architect	Diemen		7.8%	\$ 325,000.00	\$ -	\$ 113,750.00	\$ 113,750.00	\$ 16,250.00	\$ 65,000.00	\$ 16,250.00
MEP Engineering - Building	Primera	MBE	5.1%	\$ 70,000.00	\$ -	\$ 79,675.00	\$ 79,675.00	\$ 10,525.00	\$ 42,100.00	\$ 10,525.00
Building Structural Engineering	Primera	MBE	1.7%	\$ 70,000.00	\$ -	\$ 24,500.00	\$ 24,500.00	\$ 3,500.00	\$ 14,000.00	\$ 3,500.00
Landscape Architecture - Green Roof, Play, Plaza	EDAW AECOM		11.7%	\$ 485,130.00	\$ -	\$ 170,145.50	\$ 170,145.50	\$ 24,305.50	\$ 97,228.00	\$ 24,305.50
Landscape Architecture - Park	Site Design Group	MBE	0.7%	\$ 215,870.00	\$ -	\$ 96,564.50	\$ 96,564.50	\$ 13,793.50	\$ 55,174.00	\$ 13,793.50
Site Structural Engineering	Primera	MBE	1.6%	\$ 66,000.00	\$ -	\$ 23,100.00	\$ 23,100.00	\$ 3,300.00	\$ 13,200.00	\$ 3,300.00
Site Lighting Design	Schuler Shook		1.4%	\$ 56,720.00	\$ -	\$ 19,852.00	\$ 19,852.00	\$ 2,836.00	\$ 11,344.00	\$ 2,836.00
Site Electrical Engineering	Primera	MBE	1.2%	\$ 51,000.00	\$ -	\$ 17,850.00	\$ 17,850.00	\$ 2,550.00	\$ 10,200.00	\$ 2,550.00
Site Utilities Engineering	Primera	MBE	1.3%	\$ 53,040.00	\$ -	\$ 18,500.00	\$ 18,500.00	\$ 2,650.00	\$ 10,600.00	\$ 2,650.00
Civil Engineering	AECOM		11.9%	\$ 490,867.00	\$ -	\$ 171,803.45	\$ 171,803.45	\$ 24,545.35	\$ 98,173.40	\$ 24,545.35
Roadway Structural	AECOM		3.5%	\$ 146,541.00	\$ -	\$ 51,289.35	\$ 51,289.35	\$ 7,327.05	\$ 28,308.20	\$ 7,327.05
Stormwater Engineering	AECOM		1.8%	\$ 73,931.00	\$ -	\$ 25,875.85	\$ 25,875.85	\$ 3,686.55	\$ 14,766.20	\$ 3,686.55
Coastal Engineering	AECOM		17.9%	\$ 742,078.00	\$ -	\$ 269,727.30	\$ 269,727.30	\$ 37,103.90	\$ 148,415.60	\$ 37,103.90
Marine Design	Edgewater		6.8%	\$ 282,058.00	\$ -	\$ 98,718.55	\$ 98,718.55	\$ 14,102.65	\$ 56,410.60	\$ 14,102.65
Upland Geotechnical Engineering	AECOM		4.6%	\$ 191,390.00	\$ -	\$ 68,978.00	\$ 68,978.00	\$ 9,568.00	\$ 38,272.00	\$ 9,568.00
Proposed Total Fee for Basic Services associated with the Building Construction & Site Development SOW				\$ 4,138,390.00		\$ 1,446,436.59	\$ 1,446,436.59	\$ 206,919.50	\$ 627,678.00	\$ 206,919.50

Building Construction and Site Development SOW Comments:
 1. XX
 2. XX

MBE/Minority Consultant Allowance	Comments
Survey	10,000.00
Geotechnical Testing/Reporting	160,858.00
Food Service Consulting	27,500.00
Anchor Pile Testing - AECOM	78,250.00
Anchor Pile Testing - MBE	78,250.00
Lighting Consulting	39,400.00
Traffic Consulting - Data Collection	5,950.00
Roofing Consulting	35,190.00
Elevator Consulting	7,000.00
Total ADR Reimbursable Consultant Allowances	\$ 442,788.00

Request for Proposal - Architect of Record for New Construction - Proposed Fee Schedule

Public Building Commission - Richard J. Daley Center - 50 West Washington, Room 500 - Chicago, Illinois 60602 - Tel: 312-749-3090 - Fax: 312-749-6565

EDAW AECOM
 Contact Name: Greg Wojcamp, Principal
 Phone: 312.373.6521

Architect of Record:

Project Name: 31st Street Harbor
Date: 6/26/2009

Reimbursable Expenses		Comments
Architectural	\$ 2,500.00	MBE
Primer	\$ 500.00	MBE
MBE Consulting Printing	\$ 75,000.00	MBE
Scholar Shook	\$ 1,000.00	
LEED Certification Fees to GBCI	\$ 15,000.00	
ATG	\$ 225.00	
EDAW	\$ 3,000.00	
Deliveries/Out of State Travel	\$ 182,225.00	
Total Reimbursable Expenses	\$	

Total Fee Proposal Value \$ 4,683,373.00

Allowances / Special Considerations		Comments
CA Coordination - Schedule Extension	\$ 30,000.00	\$5,000 per month, as required due to construction schedule extension
Project Coordination - Separate Bid Package for Coastal Infrastructure	\$ 21,000.00	Per rendering
Lighting Consulting Optional Service- Nighttime Color Renderings	\$ 8,115.00	
Underpass cut-off wall design	\$ 33,424.00	
Underpass pump station	\$ 9,000.00	MBE
Sanitary Lift Station - Primer	\$ 30,000.00	MBE
Deep Foundation for wells - Primer	\$ 18,000.00	MBE
Deep Excavation Permit for Foundation Excavation - Primer	\$ 5,000.00	MBE
Design of Gas Line Supply	\$ 157,500.00	
Total Allowances/Special Considerations	\$	

Notes:

1. Unless noted otherwise, the Public Building Commission will procure the following consultants: Commissioning Agent / Authority, Environmental Testing / Consulting.
2. Unless noted otherwise, the Site Preparation Scope of Work includes, but is not limited to, Site Remediation, Geotechnical Site Preparation, and Site Utility Work to 5'-0" from the building footprint.
3. Unless noted otherwise, the Building Construction Scope of Work includes, but is not limited to, Building Construction, FF&E, and Site Utility connection.
4. Refer to Schedule D of the contract language for items regarding Architect Compensation, including allowed reimbursable expenses.
5. Please note the project delivery method, as different delivery methods require different levels of document preparation.

Signature of the Architect of Record _____
Date

Gateway Harbor Hourly Rate Schedule

Project Role	Direct Billing Rate
ABCOM USA, Inc.	
Project Manager	\$65.20
Sr. Principal Engineer	\$65.20
Project Engineer	\$34.00
Asst Project Scientist	\$28.00
Geotech Principal Engr	\$58.00
Geotech Asst. Proj Eng	\$25.00
Struc Senior Principal Eng	\$65.50
Struc Senior Project Engr	\$42.00
Struc Project Engineer	\$34.00
Civil Sr. Project Engineer	\$31.00
Civil Project Engineer	\$26.00
Sr. Cadd Draftsperson	\$35.00
Cadd Draftsperson	\$30.00
Admin. Assistant	\$21.00
Env Sr. Project Engr	\$46.00
Senior Technician	\$43.04
Geo Services, Inc.	
Principal Engineer	\$72.00
Sr. Geotech/Mat. Engr.	\$70.00
Project Manager	\$49.00
Project Engineer	\$31.00
Materials Coordinator	\$36.00
Documents Coordinator	\$22.50
Admin. Assistant	\$20.50
Engineering Geologist	\$36.00
Rubinos & Mesia	
Project Manager	\$72.00
Senior Engineer	\$45.00
Senior Technician	\$32.00
DHI, Inc.	
Senior Engineer	\$65.00
Mid Level Engineer	\$50.00
Junior Engineer	\$43.00
EDI, Inc.	
Prof. Land Surveyor	\$40.87
Project Manager	\$36.58
Survey Crew Chief	\$28.00
Instrument Person	\$17.50
Sr. Cadd Draftsperson	\$32.69
Admin. Assistant	\$27.76

31st Street Harbor Hourly Rate Schedule

Project Role	Direct Billing Rate
AECOM USA, Inc.	
Project Manager	\$65.20
Sr. Principal Engineer	\$65.20
Project Engineer	\$34.00
Asst Project Scientist	\$28.00
Geotech Principal Engr	\$58.00
Geotech Asst. Proj Eng	\$25.00
Struc.Senior Principal Eng	\$65.50
Struc Senior Project Engr	\$42.00
Struc Project Engineer	\$34.00
Civil Sr. Project Engineer	\$31.00
Civil Project Engineer	\$26.00
Sr. Cadd Draftsperson	\$35.00
Cadd Draftsperson	\$30.00
Admin. Assistant	\$21.00
Env Sr. Project Engr	\$46.00
Senior Technician	\$43.04
Geo Services, Inc.	
Principal Engineer	\$72.00
Sr. Geotech/Mat. Engr.	\$70.00
Project Manager	\$49.00
Project Engineer	\$31.00
Materials Coordinator	\$36.00
Documents Coordinator	\$22.50
Admin. Assistant	\$20.50
Engineering Geologist	\$36.00
Rubinos & Mesia	
Project Manager	\$72.00
Senior Engineer	\$45.00
Senior Technician	\$32.00
DHI, Inc.	
Senior Engineer	\$65.00
Mid Level Engineer	\$50.00
Junior Engineer	\$43.00
EDI, Inc.	
Prof. Land Surveyor	\$40.87
Project Manager	\$36.58
Survey Crew Chief	\$28.00
Instrument Person	\$17.50
Sr. Cadd Draftsperson	\$32.69
Admin. Assistant	\$27.76

Gateway Harbor Staffing Plan Matrix

Team Member	Project Role	Projected Hours				
		SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration	Project Closeout
EDAW AECOM						
Greg Weykamp	Principal	215	215	31	122	31
Tim Anderson	Sr. Technical Advisor	35	35	5	20	5
Michelle Inouye	Project Manager	420	420	60	240	60
Herb Kindsfater	Job Captain	380	380			
Kyle Hebel	Job Captain	92	92			
Jana Davis	Project Designer	330	330	48	189	48
Lianying Wang	Project Designer	64	64	9	37	9
Ardmore Associates						
Dennis J. Connolly	Principal	5				
Ulick Sweeney	Survey Manager	40				
Donald Demkovich	Prof. Land Surveyor	60				
Name	Party Chief	60				
Name	Instrumentman	60				
AECOM PDD						
Grace Rink	LEED Consultant	81	81	12	46	12
Eric Luchetta-Stendel	Architect	61	62	9	35	9
Pat Bergen	Admin. Asst.	8	0	0	8	0
AECOM (ATG)						
Timothy Whalen	Project Manager	64	120	8	40	8
Dennis Novak	Project Engineer	80	160	16	80	16
Joseph Mann	Engineer	80	160	8	72	8
Jennifer D'ercole	Senior Technician	80	120	4	56	4
THE CONCORD GROUP						
Eamon Ryan	Principal	4	7	27	0	0
Maurizio Magalli	Senior MEP Estimator	6	11	40	0	0
John Tilleman	Senior Estimator	12	20	65	0	0
Richard Bertovic	Cost Estimator	8	21	75	0	0

Gateway Harbor Staffing Plan Matrix

Team Member	Project Role	Projected Hours				
		SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration	Project Closeout
EDGEWATER GROUP						
Ronald E. Schults, P.E.	CEO/Sr. Marina Engineer	60	110	32	192	20
Corey A. Kandow, P.E.	Project Engineer	60	110	10	480	12
Lynn Basselman	Sr. Admin Assistant	26	46	16	120	28
Steven Beaudet	Engineering Technician	40	75	0	0	0
Gary M. Kurek	Sr. Marina Designer	10	20	0	16	0
Sherry Roberts	CADD Technician	20	35	4	32	0
James E. Muschell, P.E.	Sr. Structural Engineer	14	26	2	24	2
John H. Schlak, P.E.	Project Engineer	14	26	2	24	2
KZN Crest						
William B Early	Roof Consultant	8	8	0	0	4
Anthony Parisi	Project Roof Observer	0	0	0	560	4
MVP Services						
Ed Norman	Principal	30	45	2	5	5
Eric Norman	Project Manager	50	40	3	5	5
Ryan Norman	Project Coordinator	5	5	0	5	0
Ryan Norman	Draftsman	16	40	0	0	0
Primera Engineers, Ltd.						
David N. Tuftte	Lead Electrical	427	387	93	221	107
Robert D. Colosimo	Lead Civil	272	262	61	179	61
John P. Fehlberg	Civil Designer	236	198	53	128	47
Robert D. Colosimo	Project Manager	75	64	15	30	15
Kenneth R. Pannuci	Project Manager	40	40	6	23	6
Ross Barney Architects						
Carol Ross Barney	Design Principal	89	35	4	10	0
Eric Martin	Principal in Charge/PM	157	280	40	102	25
Unassigned	Architect 2	422	280	48	295	80
Stearn-Joglekar						
Howard Stearn	Principal in Charge	16	15	2	9	2
Milind Joglekar	Principal /Project Engr.	89	90	13	51	13
Unassigned	Draft/Technician	54	53	8	30.5	8

Gateway Harbor Staffing Plan Matrix

Team Member	Project Role	Projected Hours					Project Closeout
		SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration		
REGINA WEBSTER & ASSOCIATES, INC.							
Charles Teuer	Project Manager	2					
Julian Gnatenco	Sr Transportation Engr	3					
Surekha Lingala	Engineer	6					
Field Technician II	Field Technician II	56					
Field Technician I	Field Technician I	56					
Clerical	Clerical	0.5					

AECOM USA, Inc.							
Bill Weaver	Project Manager	6	80	8	114	19	
Bill Weaver, Jena Gilman	Coastal Sr. \Principal Engr.	149	120	16	300	32	
Various	Coastal Sr. Project Engr.	103	173	17	396	28	
Various	Asst Project Scientist	75	0	0	0	0	
Ted Bushell, Sara Knight	Geotech Princ/Assoc. Engr	0	140	1	20	2	
Various	Geotech Asst. Proj Eng	0	261	0	0	0	
Bill Walton	Struc Senior Principal Eng	0	295	15	218	30	
Adams, Elver, Refai	Struc Senior Project Engr	0	766	19	340	38	
Atkins	Struc Project Engineer	0	606	11	200	22	
Austin, Kruger	Civil Sr. Project Engineer	0	140	1	20	2	
Various	Civil Project Engineer	0	228	0	0	0	
Various	Sr. Cadd Draftsperson	0	309	6	100	12	
Various	Cadd Draftsperson	14	114	0	0	0	
Various	Admin. Assistant	28.5	105	11	133	22	
Steve Newlin	Env Sr. Project Engr	35	0	0	0	0	
Various	Senior Technician	0	0	0	984	0	

31st Street Harbor Staffing Plan Matrix

Team Member	Project Role	Projected Hours					Project Closeout
		SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration		
EDAW AECOM							
Greg Weykamp	Principal	215	215	31	122	31	
Tim Anderson	Sr. Technical Advisor	35	35	5	20	5	
Michelle Inouye	Project Manager	442	442	64	252	64	
Herb Kindsfater	Job Captain	92	92				
Kyle Hebel	Job Captain	380	380				
Jana Davis	Project Designer	94	94	13	54	13	
Lianying Wang	Project Designer	304	304	44	174	44	
Ardmore Associates							
Dennis J. Connolly	Principal	5					
Ulick Sweeney	Survey Manager	40					
Donald Demkovich	Prof. Land Surveyor	60					
Name	Party Chief	60					
Name	Instrumentman	60					
AECOM PDD							
Grace Rink	LEED Consultant	81	81	12	46	12	
Eric Luchetta-Stendel	Architect	61	62	9	35	9	
Pat Bergen	Admin. Asst.	8	0	0	8	0	
AECOM ATG							
Dipal Vimawala	Principal	40	24	2	8	2	
Timothy Whalen	Project Manager	240	440	16	120	16	
Matt Pregmon	Senior Engineer	112	240	8	24	8	
Stan Wang	Project Engineer	160	120	4	16	4	
Dennis Novak	Project Engineer	240	440	24	160	24	
Demir Dabezic	Engineer	84	240	2	16	2	
Jennifer D'ercole	Senior Technician	240	480	8	80	8	
Gerardo Flores	Senior Technician	80	160	2	16	2	
Frank Noonan	Project Engineer	72	120	2	16	2	
Joe Dinkel	Engineer	120	220	4	24	4	
Brook Architecture							
RaMona Westbrook	Principal in Charge	25	28	4	72	8	
Jason Wilen	Arch III/PM	33	33	8	72	16	
TBD	Arch II /PA	367	377	30	288	64	
Kelly Williams	Arch II/PA	389	424	44	728	64	
Ingrid Wood	Arch Intern I	15	410	30	153	64	
Norma Brown	Admin Asst.	40	70	20	144	8	

31st Street Harbor Staffing Plan Matrix

Team Member	Project Role	Projected Hours					Project Closeout
		SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration		
THE CONCORD GROUP							
Eamon Ryan	Principal	9	14	50	0	0	
Maurizio Magalli	Senior MEP Estimator	12	20	75	0	0	
John Tilleman	Senior Estimator	19	36	119	0	0	
Richard Bertovic	Cost Estimator	13	40	141	0	0	

DESMAN							
	Principal	28	4	16	48	16	
	Project Manager	164	160	24	240	64	
	Planner	48	0	0	0	0	
	Senior Architect	72	40	21	48	0	
	Architect	88	80	0	0	0	
	Senior Engineer	128	120	24	88	0	
	Engineer	196	160	6	48	0	
	Technician	0	0	0	0	0	
	Drafts Person	224	480	40	24	44	
	Clerical	68	2	0	0	10	

EDGEWATER GROUP							
Ronald E. Schults, P.E.	CEO/Sr. Marina Engineer	110	200	32	192	40	
Corey A. Kandow, P.E.	Project Engineer	110	200	10	480	20	
Lynn Basselman	Sr. Admin. Assistant	46	82	16	120	52	
Steven Beaudet	Engineering Technician	74	131	0	0	0	
Gary M. Kurek	Sr. Marina Designer	18	32	0	16	0	
Sherry Roberts	CADD Technician	40	70	4	32	0	
James E. Muschell, P.E.	Sr. Structural Engineer	28	52	2	24	2	
John H. Schlak, P.E.	Project Engineer	28	52	2	24	2	

K2N Crest							
William B Early	Roof Consultant	8	8	0	0	4	
Anthony Parisi	Project Roof Observer	0	0	0	560	4	

MVP Services							
Ed Norman	Principal	30	45	2	5	5	
Eric Norman	Project Manager	50	40	3	5	5	
Ryan Norman	Project Coordinator	5	5	0	5	0	
Ryan Norman	Draftsman	16	40	0	0	0	

		Projected Hours					
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31st Street Harbor Staffing Plan Matrix

Team Member	Project Role	SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration	Project Closeout
Primera Engineers, Ltd.						
Michael E. Belczak	Lead Mechanical	547	557	89	301	84
David N. Tufte	Lead Electrical	486	507	66	249	81
James E. Feeney	Lead Plumbing/FP	227	227	33	130	33
Jonathan S. Kulpit	Plumbing/FP Designer	307	307	44	176	44
York M. Moehlenkamp	Lead Structural	552	551	79	316	79
David N. Tufte	Project Manager	63	63	9	36	9

Site Design Group						
Ernest Wong	Principal	24	28	0	2	
Juli Ordower	Project Manager	232	287	88	584	16
Hana Ishikawa	Project Designer	235	198	8	0	
Justin Rossman	Draftsperson	388	390	8	12	
Margaret Lillmars	Technical Aide	16	12	12	14	

REGINA WEBSTER & ASSOCIATES, INC.						
Charles Teuer	Project Manager	2				
Julian Gnatenco	Sr Transportation Engr	3				
Surekha Lingala	Engineer	6				
Field Technician II	Field Technician II	56				
Field Technician I	Field Technician I	56				
Clerical	Clerical	0.5				

AECOM USA, Inc.						
Bill Weaver	Project Manager	7	160	9	101	19
Bill Weaver, Jena Gilman	Coastal Sr.\Principal Engr.	151	222	25	450	47
Various	Coastal Sr.Project Engr.	88	315	24	668	48
Various	Asst Project Scientist	60	100	0	0	0
Ted Bushell, Sara Knight	Geotech Princ/Assoc.Engr	0	233	1	16	2
Various	Geotech Asst. Proj Eng	0	136	0	0	0
Bill Walton	Struc Senior Principal Eng	0	286	15	200	30
Adams, Elver, Refai	Struc Senior Project Engr	0	207	23	468	47
Atkins	Struc Project Engineer	0	230	9	160	17
Austin, Kruger	Civil Sr. Project Engineer	0	70	1	16	2
Various	Civil Project Engineer	0	232	0	0	0
Various	Sr. Cadd Draftsperson	0	401	5	80	9
Various	Cadd Draftsperson	13	84	0	0	0
Various	Admin. Assistant	40	175	13	144	27
Steve Newlin	Env Sr. Project Engr	77	0	0	0	0
Various	Senior Technician	0	970	0	2276	0

Fee Schedule – Additional Services

TECHNICAL CLASSIFICATIONS

Caisson Technician (2010)	Per Hour	\$ 118.00
Caisson Technician (2011)	Per Hour	\$ 125.00
Caisson Technician (2012)	Per Hour	\$ 134.00

Laboratory Services

Modified Proctor	Each	\$ 180.00
Standard Proctor	Each	\$ 170.00
Concrete Compressive Strength (includes molds and curing, per ASTM)	Per Cylinder	\$ 18.00
Concrete Compressive Strength >10,000 psi	Per Cylinder	\$ 28.00
Sample Pick-up	Per Trip	\$ 50.00

Technical Support Services

Subsurface Exploration

Drill Rig Mobilization (Local within 30 miles)	Per Trip	\$ 550.00
All-Terrain Rig Mobilization (Local within 30 miles)	Per Trip	\$ 1,300.00
All-Terrain Daily Charge	Per Day	\$ 150.00
Drill Rig (2010)	Per Hour	\$ 260.00
Drill Rig (2011)	Per Hour	\$ 280.00
Drill Rig (2012)	Per Hour	\$ 300.00
Operations Manager	Per Hour	\$ 90.00
Grout Rotary Borings	Per Foot	\$ 6.00

Expenses and Expendables

Nuclear Gauge Rental/Density Meter	Per Week	\$ 120.00
Ultrasonic Equipment	Per Day	\$ 25.00
Maturity Meter	Per Pour	\$ 400.00
Travel Time	Per Trip	\$ 50.00
Mileage (>50 miles)	Per Mile	\$IRS Rate

PUBLIC BUILDING COMMISSION OF CHICAGO

**SCHEDULE E
INSURANCE REQUIREMENTS
ARCHITECT OF RECORD SERVICES
THE GATEWAY and 31ST STREET HARBOR PROGRAM
PS1643**

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 \$10,000,000 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, Chicago Park District, City of Chicago, Metropolitan Water Reclamation District, Metropolitan Pier and Exposition Authority and Army Corp of Engineers 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, Chicago Park District, City of Chicago, Metropolitan Water Reclamation District, Metropolitan Pier and Exposition Authority and Army Corp of Engineers 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 \$10,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

E.1.5. Property

The Architect is responsible for all loss or damage to Commission, Chicago Park District, Metropolitan Water Reclamation District, Metropolitan Pier and Exposition Authority, Army Corp of Engineers 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

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per loss for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Coverage must include bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Chicago Park District, Metropolitan Water Reclamation District Metropolitan Pier and Exposition Authority, Army Corp of Engineers and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

ADDITIONAL REQUIREMENTS

The Architect must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Architect must submit evidence of insurance to the 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 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

PUBLIC BUILDING COMMISSION OF CHICAGO

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 (except for professional liability) waive their rights of subrogation against the Commission, Chicago Park District, Metropolitan Water Reclamation District, Metropolitan Pier and Exposition Authority, Army Corp of Engineers 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, Chicago Park District, Metropolitan Water Reclamation District, Metropolitan Pier and Exposition Authority, Army Corp of Engineers 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

**SCHEDULE F
KEY PERSONNEL**

**ARCHITECT OF RECORD SERVICES
THE GATEWAY and 31ST STREET HARBOR PROGRAM
PS1643**

Gateway Harbor Staffing Plan Matrix

Team Member	Project Role	Projected Hours					Project Closeout
		SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration		
EDAW AECOM							
Greg Weykamp	Principal						
Tim Anderson	Sr. Technical Advisor	215	215	31	122	31	
Michelle Inouye	Project Manager	35	35	5	20	5	
Herb Kindsfater	Job Captain	420	420	60	240	60	
Kyle Hebel	Job Captain	380	380				
Jana Davis	Project Designer	92	92				
Lianying Wang	Project Designer	330	330	48	189	48	
		64	64	9	37	9	
ALCON							
Dennis J. Connolly	Principal						
Ulick Sweeney	Survey Manager	5					
Donald Demkovich	Prof. Land Surveyor	40					
Name	Party Chief	60					
Name	Instrumentman	60					
ABEY P&D							
Grace Rink	LEED Consultant						
Eric Luchetta-Stendel	Architect	81	81	12	46	12	
Pat Bergen	Admin. Asst.	61	62	9	35	9	
		8	0	0	8	0	
AECOM (AT&T)							
Timothy Whalen	Project Manager	64	120	8	40	8	
Dennis Novak	Project Engineer	80	160	16	80	16	
Joseph Mann	Engineer	80	160	8	72	8	
Jennifer D'ercole	Senior Technician	80	120	4	56	4	
THE CONCORD GROUP							
Eamon Ryan	Principal	4	7	27	0	0	
Maurizio Magalli	Senior MEP Estimator	6	11	40	0	0	
John Tilleman	Senior Estimator	12	20	65	0	0	
Richard Bertovic	Cost Estimator	8	21	75	0	0	

Gateway Harbor Staffing Plan Matrix

Team Member	Project Role	Projected Hours					Project Closeout
		SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration		
Ronald E. Schults, P.E.	CEO/Sr. Marina Engineer	60	110	32	192	20	
Corey A. Kandow, P.E.	Project Engineer	60	110	10	480	12	
Lynn Basselman	Sr. Admin Assistant	26	46	16	120	28	
Steven Beaudet	Engineering Technician	40	75	0	0	0	
Gary M. Kurek	Sr. Marina Designer	10	20	0	16	0	
Sherry Roberts	CADD Technician	20	35	4	32	0	
James E. Muschell, P.E.	Sr. Structural Engineer	14	26	2	24	2	
John H. Schlak, P.E.	Project Engineer	14	26	2	24	2	

William B Early	Roof Consultant	8	8	0	0	4
Anthony Parisi	Project Roof Observer	0	0	0	560	4

Ed Norman	Principal	30	45	2	5	5
Eric Norman	Project Manager	50	40	3	5	5
Ryan Norman	Project Coordinator	5	5	0	5	0
Ryan Norman	Draftsman	16	40	0	0	0

David N. Tufte	Lead Electrical	427	387	93	221	107
Robert D. Colosimo	Lead Civil	272	262	61	179	61
John P. Fehlberg	Civil Designer	236	198	53	128	47
Robert D. Colosimo	Project Manager	75	64	15	30	15
Kenneth R. Pannuci	Project Manager	40	40	6	23	6

Carol Ross Barney	Design Principal	89	35	4	10	0
Eric Martin	Principal in Charge/PM	157	280	40	102	25
Unassigned	Architect 2	422	280	48	295	80

Howard Stearn	Principal in Charge	16	15	2	9	2
Milind Joglekar	Principal /Project Engr.	89	90	13	51	13
Unassigned	Draft/Technician	54	53	8	30.5	8

Gateway Harbor Staffing Plan Matrix

Team Member	Project Role	Projected Hours				
		SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration	Project Closeout
Charles Teuer	Project Manager	2				
Julian Gnatenco	Sr Transportation Engr	3				
Surekha Lingala	Engineer	6				
Field Technician II	Field Technician II	56				
Field Technician I	Field Technician I	56				
Clerical	Clerical	0.5				

Bill Weaver	Project Manager	6	80	8	114	19
Bill Weaver, Jena Gilman	Coastal Sr.\Principal Engr.	149	120	16	300	32
Various	Coastal Sr.Project Engr.	103	173	17	396	28
Various	Asst Project Scientist	75	0	0	0	0
Ted Bushell, Sara Knight	Geotech Princ/Assoc.Engr	0	140	1	20	2
Various	Geotech Asst. Proj Eng	0	261	0	0	0
Bill Walton	Struc Senior Principal Eng	0	295	15	218	30
Adams, Elver, Refai	Struc Senior Project Engr	0	766	19	340	38
Atkins	Struc Project Engineer	0	606	11	200	22
Austin, Kruger	Civil Sr. Project Engineer	0	140	1	20	2
Various	Civil Project Engineer	0	228	0	0	0
Various	Sr. Cadd Draftsperson	0	309	6	100	12
Various	Cadd Draftsperson	14	114	0	0	0
Various	Admin. Assistant	28.5	105	11	133	22
Steve Newlin	Env Sr. Project Engr	35	0	0	0	0
Various	Senior Technician	0	0	0	984	0

31st Street Harbor Staffing Plan Matrix

Team Member	Project Role	Projected Hours					Project Closeout
		SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration		
Engineering							
Greg Weykamp	Principal	215	215	31	122	31	
Tim Anderson	Sr. Technical Advisor	35	35	5	20	5	
Michelle Inouye	Project Manager	442	442	64	252	64	
Herb Kindsfater	Job Captain	92	92				
Kyle Hebel	Job Captain	380	380				
Jana Davis	Project Designer	94	94	13	54	13	
Lianying Wang	Project Designer	304	304	44	174	44	
Architectural							
Dennis J. Connolly	Principal	5					
Ulick Sweeney	Survey Manager	40					
Donald Demkovich	Prof. Land Surveyor	60					
Name	Party Chief	60					
Name	Instrumentman	60					
Architectural							
Grace Rink	LEED Consultant	81	81	12	46	12	
Eric Luchetta-Stendel	Architect	61	62	9	35	9	
Pat Bergen	Admin. Asst.	8	0	0	8	0	
Architectural							
Dipal Vimawala	Principal	40	24	2	8	2	
Timothy Whalen	Project Manager	240	440	16	120	16	
Matt Pregmon	Senior Engineer	112	240	8	24	8	
Stan Wang	Project Engineer	160	120	4	16	4	
Dennis Novak	Project Engineer	240	440	24	160	24	
Demir Dabezic	Engineer	84	240	2	16	2	
Jennifer D'ercole	Senior Technician	240	480	8	80	8	
Gerardo Flores	Senior Technician	80	160	2	16	2	
Frank Noonan	Project Engineer	72	120	2	16	2	
Joe Dinkel	Engineer	120	220	4	24	4	
Architectural							
RaMona Westbrook	Principal in Charge	25	28	4	72	8	
Jason Wilen	Arch III/PM	33	33	8	72	16	
TBD	Arch II /PA	367	377	30	288	64	
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Ingrid Wood	Arch Intern I	15	410	30	153	64	
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31st Street Harbor Staffing Plan Matrix

Team Member	Project Role	Projected Hours					Project Closeout
		SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration		
TJ							
Eamon Ryan	Principal	9	14	50	0	0	
Maurizio Magalli	Senior MEP Estimator	12	20	75	0	0	
John Tilleman	Senior Estimator	19	36	119	0	0	
Richard Bertovic	Cost Estimator	13	40	141	0	0	

D						
	Principal	28	4	16	48	16
	Project Manager	164	160	24	240	64
	Planner	48	0	0	0	0
	Senior Architect	72	40	21	48	0
	Architect	88	80	0	0	0
	Senior Engineer	128	120	24	88	0
	Engineer	196	160	6	48	0
	Technician	0	0	0	0	0
	Drafts Person	224	480	40	24	44
	Clerical	68	2	0	0	10

E						
Ronald E. Schults, P.E.	CEO/Sr. Marina Engineer	110	200	32	192	40
Corey A. Kandow, P.E.	Project Engineer	110	200	10	480	20
Lynn Basselman	Sr. Admin. Assistant	46	82	16	120	52
Steven Beaudet	Engineering Technician	74	131	0	0	0
Gary M. Kurek	Sr. Marina Designer	18	32	0	16	0
Sherry Roberts	CADD Technician	40	70	4	32	0
James E. Muschell, P.E.	Sr. Structural Engineer	28	52	2	24	2
John H. Schlak, P.E.	Project Engineer	28	52	2	24	2

KZN						
William B Early	Roof Consultant	8	8	0	0	4
Anthony Parisi	Project Roof Observer	0	0	0	560	4

MVP Services						
Ed Norman	Principal	30	45	2	5	5
Eric Norman	Project Manager	50	40	3	5	5
Ryan Norman	Project Coordinator	5	5	0	5	0
Ryan Norman	Draftsman	16	40	0	0	0

Projected Hours						
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31st Street Harbor Staffing Plan Matrix

Team Member	Project Role	SD Conformance / Design Development	Construction Documents	Bidding / Negotiation	Construction Administration	Project Closeout
Primus Engineers, Ltd.						
Michael E. Belczak	Lead Mechanical	547	557	89	301	84
David N. Tufte	Lead Electrical	486	507	66	249	81
James E. Feeney	Lead Plumbing/FP	227	227	33	130	33
Jonathan S. Kulpit	Plumbing/FP Designer	307	307	44	176	44
York M. Moehlenkamp	Lead Structural	552	551	79	316	79
David N. Tufte	Project Manager	63	63	9	36	9

Ernest Wong	Principal	24	28	0	2	
Juli Ordower	Project Manager	232	287	88	584	16
Hana Ishikawa	Project Designer	235	198	8	0	
Justin Rossman	Draftsperson	388	390	8	12	
Margaret Lillmars	Technical Aide	16	12	12	14	

Charles Teuer	Project Manager	2				
Julian Gnatenco	Sr Transportation Engr	3				
Surekha Lingala	Engineer	6				
Field Technician II	Field Technician II	56				
Field Technician I	Field Technician I	56				
Clerical	Clerical	0.5				

Bill Weaver	Project Manager	7	160	9	101	19
Bill Weaver, Jena Gilman	Coastal Sr.\Principal Engr.	151	222	25	450	47
Various	Coastal Sr.Project Engr.	88	315	24	668	48
Various	Asst Project Scientist	60	100	0	0	0
Ted Bushell, Sara Knight	Geotech Princ/Assoc.Engr	0	233	1	16	2
Various	Geotech Asst. Proj Eng	0	136	0	0	0
Bill Walton	Struc Senior Principal Eng	0	286	15	200	30
Adams, Elver, Refai	Struc Senior Project Engr	0	207	23	468	47
Atkins	Struc Project Engineer	0	230	9	160	17
Austin, Kruger	Civil Sr. Project Engineer	0	70	1	16	2
Various	Civil Project Engineer	0	232	0	0	0
Various	Sr. Cadd Draftsperson	0	401	5	80	9
Various	Cadd Draftsperson	13	84	0	0	0
Various	Admin. Assistant	40	175	13	144	27
Steve Newlin	Env Sr. Project Engr	77	0	0	0	0
Various	Senior Technician	0	970	0	2276	0

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE G

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

**ARCHITECT OF RECORD SERVICES
THE GATEWAY and 31ST STREET HARBOR PROGRAM
PS1643**

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.

(2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority 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

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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 sub-contract 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.

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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;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and

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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 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.

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(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

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the contract.

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

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-consultant's 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-consultant 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

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Architect of Record Services

The Gateway and 31st Street Harbor Program

Project Number: Gateway Harbor - 11110 / 31st Street Harbor - 11120

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Rev10-10-08

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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 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.

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- 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.

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

Name of Project: 31st Street Harbor PS1643

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Vice President / Managing Principal

Title
and duly authorized representative of

EDAW Inc

Name of Professional Service Provider
whose address is

303 East Wacker Drive, Suite 900

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
See Attached		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

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.

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

Gateway Harbor PS1642

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Ross-Barney Architects	Architecture		\$258,500
Stearn Joglekar	Structural Engineering	\$61,500	
Primera	Structural, MEP, Civil Engineering	\$286,560	
Rubinos & Mesia	Civil / Structural Engineering	\$23,175	
GeoServices	Geotechnical Testing	\$76,827	
EDI	Survey / Misc Support	\$23,600	
Ardmore Associates	Survey	\$10,000	
Geotechnical Testing - TBD	Anchor Pile Testing	\$41,930	
Webster	Data Collection		\$5,960
Cushing & Company	Printing/ Reproduction		\$55,000
Total Net MBE/WBE Credit:		\$523,592	\$319,460
Percent of Total Base Bid:		20.4%	12.4%

31st Street Harbor PS1643

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	Architecture	\$321,652	
Desman Inc.	Garage Architecture	\$325,000	
Primera	Structural, MEP, Civil Engineering	\$450,500	
Site Design Group	Landscape Architecture	\$275,870	
Ardmore Associates	Survey	\$10,000	
Geotechnical Testing - TBD	Anchor Pile Testing	\$78,250	
Webster	Data Collection		\$5,960
Cushing & Company	Printing/ Reproduction		\$75,000
Total Net MBE/WBE Credit:		\$1,461,272	\$80,960
Percent of Total Base Bid:		35.3%	2.0%

Combined Total Net MBE/WBE:	\$1,984,864	\$400,420
Combined Percent of Total Base Bid:	29.6%	6.0%

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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.

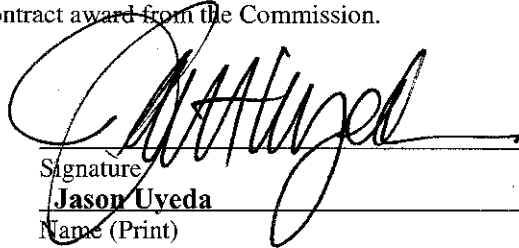
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% 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:

EDAW Inc
Name of Professional Service Provider (Print)
7/28/09
Date
303.595.4522
Phone


Signature
Jason Uyeda
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

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: 31ST STREET HARBOR

Project Number: _____

FROM:

ARMORE ASSOCIATES MBE WBE
(Name of MBE or WBE)

TO:

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

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

SURVEYING WORK

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

\$ 10,000 -

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

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

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

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

The undersigned 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:

ARMORE ASSOCIATES

Name of MBE/WBE Firm (Print)

7/1/09

Date

(312) 795-1400

Phone



Signature

CHERYL T. THOMAS

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>

May 27, 2009

Cherryl Thomas
Ardmore Associates, LLC
33 N. Dearborn Street, Suite 1720
Chicago, IL 60602

Annual Certificate Expires:
Vendor Number:

May 1, 2010
50064132

Dear Ms. Thomas:

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

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days prior to the date of expiration. ***Please note that you must include a copy of your most current Federal Corporate Tax Return.*** Failure to file this Affidavit will result in the termination of your certification.

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 actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail 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 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:

Program Management; Project Management; Construction Field Inspection; Land Surveying; Professional Design Firm; Computer Aided Design

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 Disadvantaged Business Enterprise Program.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/js

IL UCP HOST: CITY OF CHICAGO



PUBLIC BUILDING COMMISSION OF CHICAGO

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: 31st Street Harbor

Project Number: PS1643

FROM:

Brook Architecture, Inc. MBE WBE
(Name of MBE or WBE)

TO:

EDAW AECOM 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 June 5, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Architectural Services for the 31st Harbor Building

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

\$321,652.00 Fee
\$2,500 General Reimbursable Expenses

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:

Brook Architecture, Inc.

Name of MBE/WBE Firm (Print)

June 30, 2009

Date

312-528-0890

Phone

Signature

RaMona Westbrook

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>

June 5, 2009

Ramona Westbrook
Brook Architecture, Inc.
330 S. Wells
Chicago, Illinois 60606

Dear Ms. Westbrook:

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

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

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

Architectural Services

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

Sincerely,

Mark Hands

Mark Hands
Managing Deputy Procurement Officer

MH/bc



PUBLIC BUILDING COMMISSION OF CHICAGO

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: 31st Street Harbor

Project Number: TBD

FROM:

Desman Inc. MBE X WBE
(Name of MBE or WBE)

TO:

Brook Architecture Inc 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 9/30/2008. 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.

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

Architecture and Engineer services for the parking structure and lid.

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

Three hundred twenty five thousand dollars.

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

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


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

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

The undersigned 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:

Desman Inc
Name of MBE/WBE Firm (Print)
6/12/09
Date
312-263-8400
Phone


Signature
Stephen J. Rebora, R.A.
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

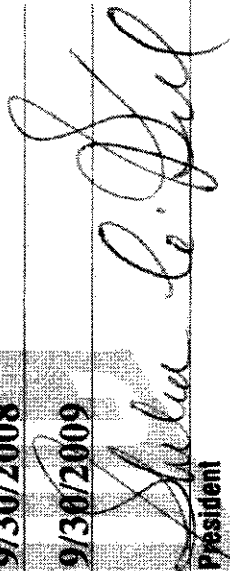
Chicago Minority Business Development Council, Inc.

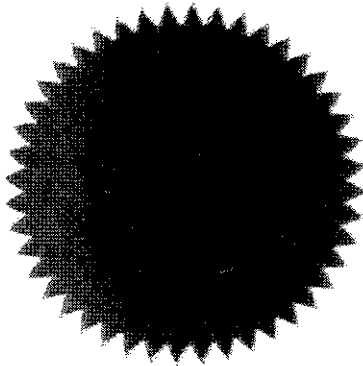
Certificate of Certification

This certificate acknowledges that

DESMAN, INC. (dba: DESMAN ASSOCIATES)

has met the stringent certification requirements for a minority owned and controlled business as defined by the National Minority Supplier Development Council certification guidelines.

Certification No.	CH1566
NAICS Code(s)	541310, 541330, 541990
Product(s) Service(s)	Architectural and Engineering Commercial Services, Restoration and New Design of Parking Structures, Feasibility and Transportation Planning
Date of Certification	9/30/2008
Expiration Date	9/30/2009
	 President



"Building Business Wealth through Supplier Diversity"

PUBLIC BUILDING COMMISSION OF CHICAGO

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: 31st Street Harbor

Project Number: _____

FROM:

Cushing And Company MBE _____ WBE X
(Name of MBE or WBE)

TO:

EDAW AECOM 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 June 25, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Printing, Reprographics and coil binding

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

\$75,000.00

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

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

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

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

The undersigned 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:

Cushing And Company
Name of MBE/WBE Firm (Print)
7-22-09
Date
312-266-8228
Phone

Cathleen Cushing
Signature
Cathleen Cushing
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>

March 31, 2008

Cathleen Cushing Duff
Cushing and Company
420 West Huron Street
Chicago, Illinois 60610

Annual Certificate Expires: July 1, 2009
Vendor Number: 216217

Dear Ms. Duff:

We are pleased to inform you that **Cushing and Company** has been certified as a **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **WBE** certification is valid until **July 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by July 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:

Photocopy Services; Reprographics 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 Lypson
Deputy Procurement Officer

LAL/la



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:

Regina Webster & Associates, Inc.

Name of MBE/WBE Firm (Print)
June 30, 2009

Date
773-283-2600

Phone

Signature
Regina Webster
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>

March 27, 2009

Regina Webster, President
Regina Webster & Associates, Inc.
6160 North Cicero Avenue, Suite 500
Chicago, Illinois 60646

Annual Certificate Expires: April 1, 2010
Vendor Number: 1035531

Dear Ms. Webster

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

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

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

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

Civil Engineering and Civil Engineering Consulting; Transportation Consulting Engineer; Construction Inspection; Project Management

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/dm



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.

**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.

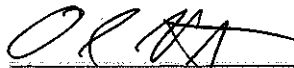
By:

Primera Engineers, Ltd.

Name of MBE/WBE Firm (Print)
6/30/2009

Date
312.606.0910

Phone



Signature
David N. Tufte, Senior Vice President

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

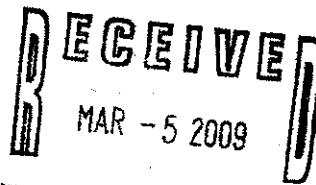
Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

March 1, 2009

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



Annual Certificate Expires **November 1, 2009**
Vendor Number: **1008581**

Dear Mr. DeSantiago:

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

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc



PUBLIC BUILDING COMMISSION OF CHICAGO

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: 31st Street Harbor

Project Number: _____

FROM:

Site Design Group, Ltd. MBE WBE _____
(Name of MBE or WBE)

TO:

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

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

Professional Landscape Architecture Services

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

\$275,870.00 Stipulated Fee

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:

NA

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

SUB-SUBCONTRACTING LEVELS

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


NA % 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:

Site Design Group, Ltd.
Name of MBE/WBE Firm (Print)
July 27, 2009
Date
312-427-7240
Phone


Signature
Ernest C. Wong, President
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

June 1, 2009

Ernest C. Wong, President
Site Design Group, Ltd.
888 South Michigan Avenue, Suite 1000
Chicago, Illinois 60605

Dear Mr. Wong:

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

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

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

**Landscape Architectural Services and Consulting;
Professional Design Services**

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

Sincerely,

for

Mark Hands
Managing Deputy Procurement Officer

MH/ds



PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: Gateway Harbor

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Vice President / Managing Principal

Title
and duly authorized representative of

EDAW Inc

Name of Professional Service Provider
whose address is

303 East Wacker Drive, Suite 900

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
See Attached		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

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.

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

Gateway Harbor PS1642

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Ross-Barney Architects	Architecture		\$258,500
Stearn Joglekar	Structural Engineering	\$61,500	
Primera	Structural, MEP, Civil Engineering	\$286,560	
Rubinos & Mesia	Civil / Structural Engineering	\$23,175	
GeoServices	Geotechnical Testing	\$76,827	
EDI	Survey / Misc Support	\$23,600	
Ardmore Associates	Survey	\$10,000	
Geotechnical Testing - TBD	Anchor Pile Testing	\$41,930	
Webster	Data Collection		\$5,960
Cushing & Company	Printing/ Reproduction		\$55,000
Total Net MBE/WBE Credit:		\$523,592	\$319,460
Percent of Total Base Bid:		20.4%	12.4%

31st Street Harbor PS1643

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	Architecture	\$321,652	
Desman Inc.	Garage Architecture	\$325,000	
Primera	Structural, MEP, Civil Engineering	\$450,500	
Site Design Group	Landscape Architecture	\$275,870	
Ardmore Associates	Survey	\$10,000	
Geotechnical Testing - TBD	Anchor Pile Testing	\$78,250	
Webster	Data Collection		\$5,960
Cushing & Company	Printing/ Reproduction		\$75,000
Total Net MBE/WBE Credit:		\$1,461,272	\$80,960
Percent of Total Base Bid:		35.3%	2.0%

Combined Total Net MBE/WBE:	\$1,984,864	\$400,420
Combined Percent of Total Base Bid:	29.6%	6.0%

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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.

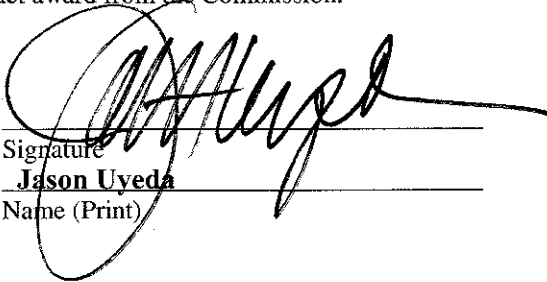
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% 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:

EDAW Inc
Name of Professional Service Provider (Print)
7/28/09
Date
303.595.4522
Phone


Signature
Jason Uyeda
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

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: GATEWAY HARBOUR

Project Number: _____

FROM:

ADDMORE ASSOCIATES MBE WBE
(Name of MBE or WBE)

TO:

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

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

SURVEYING WORK

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

\$ 10,000 -

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:

ARMORE ASSOCIATES
Name of MBE/WBE Firm (Print)

7/1/09
Date

(312) 795-1400
Phone


Signature

CHEERYL T. THOMAS
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>

May 27, 2009

Cherryl Thomas
Ardmore Associates, LLC
33 N. Dearborn Street, Suite 1720
Chicago, IL 60602

Annual Certificate Expires:
Vendor Number:

May 1, 2010
50064132

Dear Ms. Thomas:

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

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days prior to the date of expiration. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** Failure to file this Affidavit will result in the termination of your certification.

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 actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail 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 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:

Program Management; Project Management; Construction Field Inspection; Land Surveying; Professional Design Firm; Computer Aided Design

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 Disadvantaged Business Enterprise Program.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/js

IL UCP HOST: CITY OF CHICAGO



PUBLIC BUILDING COMMISSION OF CHICAGO

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: Gateway Harbor

Project Number: _____

FROM:

Cushing And Company MBE _____ WBE X
(Name of MBE or WBE)

TO:

EDAW AECOM 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 June 25, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Printing, Reprographics And Coil binding

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

\$55,000.00

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

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

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

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

The undersigned 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:

Cushing And Company
Name of MBE/WBE Firm (Print)
7-22-09
Date
312-266-8228
Phone

Cathleen Cushing Huff
Signature
Cathleen Cushing Huff
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>

March 31, 2008

Cathleen Cushing Duff
Cushing and Company
420 West Huron Street
Chicago, Illinois 60610

Annual Certificate Expires: July 1, 2009
Vendor Number: 216217

Dear Ms. Duff:

We are pleased to inform you that **Cushing and Company** has been certified as a **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **WBE** certification is valid until **July 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **July 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:

Photocopy Services; Reprographics 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 Lypson
Deputy Procurement Officer

LAL/la



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.

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: Gateway Harbor

Project Number: TBD

FROM:

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

TO:

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

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

Mechanical, Electrical, Plumbing, Fire Protection and Civil Engineering.

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

\$134,560 - MEP Building Design
\$152,000 - Site MEP and Site Utility Design

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.

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.

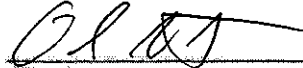
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

Primera Engineers, Ltd.
Name of MBE/WBE Firm (Print)
6/30/2009
Date
312.606.0910
Phone



Signature
David N. Tufte, Senior Vice President
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE WBE Non-MBE/WBE



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

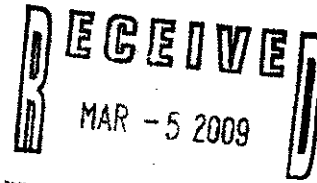
Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

March 1, 2009

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



Annual Certificate Expires **November 1, 2009**
Vendor Number: **1008581**

Dear Mr. DeSantiago:

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

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc



PUBLIC BUILDING COMMISSION OF CHICAGO

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: CHICAGO GATEWAY HARBOR BUILDING

Project Number: _____

FROM:

ROSS BARNEY ARCHITECTS, INC. MBE _____ WBE X
(Name of MBE or WBE)

TO:

EDAW-AECOM 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 JUNE 2, 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.

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

ARCHITECTURAL SERVICES

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

\$ 258,500.00

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:

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:

ROSS BANNEY ARCHITECTS
Name of MBE/WBE Firm (Print)
06.12.09
Date
312-832-0600
Phone

[Signature]
Signature
CAROL ROSS BANNEY, FAIA PRESIDENT
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

June 2, 2008

Carol Ross-Barney, President
Ross Barney Architects, Inc.
10 West Hubbard
Chicago, Illinois 60610

RECEIVED
JUN 10 2008
ROSS BARNEY ARCHITECTS

Annual Certificate Expires: September 1, 2009
Vendor Number: 1000077

Dear Ms. Ross-Barney:

We are pleased to inform you that **Ross Barney Architects, Inc.** has been certified as a **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **WBE** certification is valid until **September 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 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.

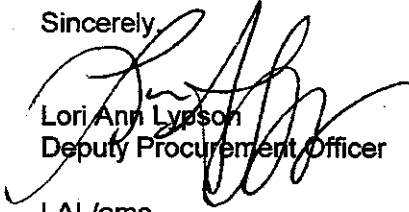
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Architectural Design; Interior Design; Urban Planning; Historic Restoration;
Construction Inspection 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 Lytson
Deputy Procurement Officer
LAL/emc



PUBLIC BUILDING COMMISSION OF CHICAGO

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: CHICAGO GATEWAY HARBOR BUILDING

Project Number: _____

FROM:

STERN - JOGLEKAR, LTD. MBE WBE _____

(Name of MBE or WBE)

TO:

EDAW - AECOM 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 JAN 29, 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.

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

STRUCTURAL SERVICES

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

\$61,500.00

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:

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:

STEARN-JOGLEKAR, LTD.

Name of MBE/WBE Firm (Print)

06/12/2009

Date

312-461-1800

Phone

Milind R. Joglekar

Signature

MILIND R. JOGLEKAR

Name (Print)

PRESIDENT

IF APPLICABLE: N/A

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

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>

June 20, 2007

Milind Joglekar, President
Stearn-Joglekar, Ltd.
223 W. Jackson Blvd., Ste 1110
Chicago, IL 60606

Annual Certificate Expires: July 1, 2008
Vendor Number: 1030968

Dear Mr. Joglekar:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **July 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **July 1, 2008**.

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

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

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

**Professional Design Firm; Structural Engineering
Services and Consulting**

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

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: Gateway Harbor

Project Number: _____

FROM:

Regina Webster & Associates, Inc. MBE _____ WBE X
(Name of MBE or WBE)

TO:

EDAW AECOM, Inc. 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 3/27/2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Traffic Counts

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

\$5,006.00

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:

Regina Webster & Associates, Inc.

Name of MBE/WBE Firm (Print)
June 30, 2009

Date
773-283-2600

Phone


Signature
Regina Webster
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>

March 27, 2009

Regina Webster, President
Regina Webster & Associates, Inc.
6160 North Cicero Avenue, Suite 500
Chicago, Illinois 60646

Annual Certificate Expires: April 1, 2010
Vendor Number: 1035531

Dear Ms. Webster

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

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

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

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

Civil Engineering and Civil Engineering Consulting; Transportation Consulting Engineer; Construction Inspection; Project Management

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/dm



PUBLIC BUILDING COMMISSION OF CHICAGO

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: Chicago Gateway Harbor

Project Number: _____

FROM:

Geo Services, Inc. MBE WBE _____
(Name of MBE or WBE)

TO:

EDAW, Inc. 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 24 Oct 08. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

<u>Geotechnical Engineering and Exploration</u>	<u>\$ 66,827-</u>
<u>Civil Engineering Drafting & Support</u>	<u>\$ 10,000 -</u>
<u>TOTAL</u>	<u>\$ 76,827-</u>

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

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 N/A

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.

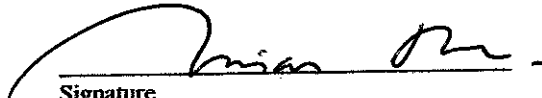
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

Geo Services, Inc.
Name of MBE/WBE Firm (Print)
27 Jul 09
Date
630-305-9186
Phone


Signature
Julian Rueda
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>

October 24, 2008

Julian Rueda
Geo Services, Inc.
805 Amherst Court, Suite 204
Naperville, IL 60565-3448

Annual Certificate Expires: October 1, 2009
Vendor Number: **1067904**

Dear Mr. Rueda:

Congratulations on your continued eligibility for certification as an **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:

Geotechnical, Environmental and Civil Engineering; Materials Testing and Construction Inspection; Pavement Engineering and Analysis; Construction Quality Assurance/Quality Control

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/bc



PUBLIC BUILDING COMMISSION OF CHICAGO

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: Chicago Gateway Harbor

Project Number: _____

FROM:

Environmental Design International inc.

(Name of MBE or WBE)

MBE _____ WBE X

TO:

EDAW INC.

(Name of Professional Service Provider)

and Public Building Commission of Chicago

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 April 22, 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.

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

Bathymetric and Land Surveys and Civil Engineering Support

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

\$ 23,600

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:

Environmental Design International inc.
Name of MBE/WBE Firm (Print)
June 11, 2009
Date
312-345-1400
Phone


Signature
Deborah M. Sawyer, CHMM
Name (Print)

IF APPLICABLE:

By:

N/A
Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

April 22, 2008

Deborah M. Sawyer, President
Environmental Design International, Inc.
200 S. Michigan Avenue, Suite 700
Chicago, Illinois 60604-2402

Annual Certificate Expires:
Vendor Number:

September 1, 2009
1032457

Dear Ms. Sawyer:

We are pleased to inform you that **Environmental Design International, Inc.** has been certified as a **Minority Owned Business Enterprise (MBE)** and **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **MBE/WBE** certification is valid until **September 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 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:

**Industrial Hygiene Services; Surveying Services; Project Management;
Construction Inspection Services; Risk Management Services;
Lead and Asbestos Inspection and Consulting Services**

**Environmental Consulting
(Planning and Advisory Services, Remediation Services, Impact Studies,
Laboratory and Field Testing 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 Lybson
Deputy Procurement Officer

LAL/emc



PUBLIC BUILDING COMMISSION OF CHICAGO

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: Chicago Gateway Harbor

Project Number: _____

FROM:

Rubinos & Mesia Engineers, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

AECOM USA Inc. 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 November 24, 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.

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 Support	\$ 7,175.00
Structural Drafting	\$16,000.00
Total	\$23,175.00

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

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.

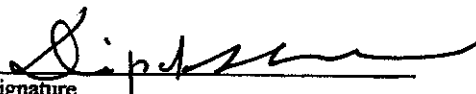
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

Rubinos & Mesia Engineers, Inc.
Name of MBE/WBE Firm (Print)
June 12, 2009
Date
312-870-6615
Phone


Signature
Dipak S. Shah, S.E., P.E. / President
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

November 24, 2008

Dipak S. Shah, Presiden/CEO
Rubinos & Mesia Engineers, Inc.
200 South Michigan Avenue – Suite 1500
Chicago, Illinois 60604-2482

Annual Certificate Expires: January 1, 2010
Vendor Number: 742717

Dear Mr. Shah:

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

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

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

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

**Engineering Services and Consulting; Architectural Design Services;
Stress Analysis; Construction Inspection Management;
Structural Engineer Services and Consulting**

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 Lyeson
Deputy Procurement Officer

LAL/la



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 }
COUNTY OF COOK } } SS

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
GATEWAY HARBOR AND 31ST STREET HARBOR
PS1642/1643**

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:

1. This Disclosure relates to the following transaction: Contract Number PS 1642
Description of goods or services to be provided under Contract: Architect of Record Services
for Gateway Harbors
2. Name of Consultant: EDAW, Inc.
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: _____

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.



Signature

07/28/2009

Date

Jason Uyeda
Name (Type or Print)

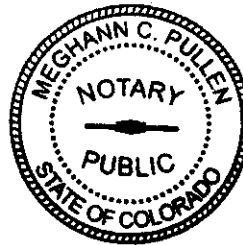
Vice President, Managing Principal
Title

Subscribed and sworn to before me

this 28 day of July 2009



Notary Public



My Commission Expires Jan. 5, 2013

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES
ARCHITECT OF RECORD SERVICES
Gateway and 31st Street Harbor
PS 1642 1643

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:

1. This Disclosure relates to the following transaction: Contract Number PS 1642
Description or goods or services to be provided under Contract: Architect of Record Services
for Gateway and 31st Street Harbors
2. Name of Consultant: AECOM Technology Corporation SOLE OWNER OF CONSULTANT, EDAN, INC.
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.

Michael Kolloway
Signature

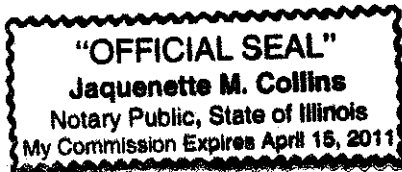
7/23/09
Date

MICHAEL KOLLOWAY
Name (Type or Print)

VICE PRESIDENT AND ASSISTANT GENERAL COUNSEL
Title

Subscribed and sworn to before me

this 23 day of July 2009
Jaquonette M. Collins
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B
DISCLOSURE AFFIDAVIT

ARCHITECT OF RECORD SERVICES
GATEWAY HARBOR AND 31ST STREET HARBOR
PS4642-1643

Name: EDAW, Inc.

Address: 303 East Wacker Drive, Suite 900, Chicago IL 60601

Telephone No.: 312.373.6500

Federal Employer I.D. #: 20-3444203 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 Jason Uyeda, as Vice President, Managing Principal
(Name) (Title)

and on behalf of EDAW, 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 |

PUBLIC BUILDING COMMISSION OF CHICAGO

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

a. State of Incorporation or organization Delaware

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>Eric Chen</u>	<u>Board Member</u>	<u>See Attached List</u>	<u></u>
<u>Rob Osbourne</u>	<u>Board Member</u>	<u></u>	<u></u>
<u>See Attached List</u>	<u></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>AECOM</u>	<u>555 South Flower St. Suite 3700, LA, CA</u>	<u>100</u> %
<u></u>	<u></u>	<u></u> %
<u></u>	<u></u>	<u></u> %

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

AECOM

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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
NA _____	_____ %
_____	_____ %
_____	_____ %

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)

NA _____

- 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)

NA _____	_____
_____	_____
_____	_____

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)
NA	

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. State of incorporation NA
- 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)
NA			

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

PUBLIC BUILDING COMMISSION OF CHICAGO

- 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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.

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.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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.)

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

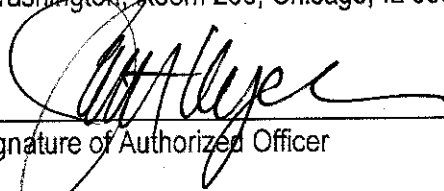
The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Jason Uyeda

Name of Authorized Officer (Print or Type)

Vice President/ Managing Principal

Title

303.595.4522

Telephone Number

State of Colorado

County of Denver

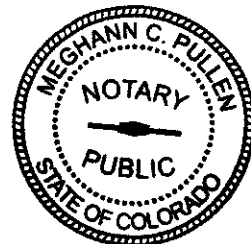
Signed and sworn to before me on this 28 day of July, 2009 by

Jason Uyeda (Name) as Vice President (Title) of

EDAW Inc. (Bidder/Proposer or Contractor)



Notary Public Signature and Seal



My Commission Expires Jan. 5, 2013

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF DIRECTORS OF
EDAW, INC.,
a Delaware corporation**

1st day of August, 2008

The undersigned, being the directors of EDAW, Inc., a Delaware corporation (this "Corporation"), acting pursuant to the provisions of Section 108(c) of the General Corporation Law of the State of Delaware, do, in lieu of a meeting, hereby consent to the adoption of the following recitals and resolutions and to the actions set forth herein as of the above date.

ELECTION OF OFFICERS

WHEREAS, the Board of Directors of this Corporation has received notice of resignation effective immediately from several of its duly elected officers; and/or

WHEREAS, it is deemed to be in the best interest of this Corporation and its sole shareholder to elect new officers of this Corporation;

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is elected to the office indicated opposite his or her name:

<u>Name</u>	<u>Title</u>
Joseph E. Brown	Chief Executive Officer
Jason Prior	President
Dana Waymire	Sr. Vice President, Treasurer, Chief Financial Officer
William Hanway	Sr. Vice President, Chief Operating Officer, Regional Chair
Barbara Faga	Executive Vice President
Sean Chiao	Sr. Vice President, Regional Chair
Graeme Harvison	Sr. Vice President, Regional Chair
Donald Smith	Sr. Vice President, Regional Chair
Howard Altman	Sr. Vice President
David H. Blau	Sr. Vice President
Jacinta McCann	Sr. Vice President
William Vitek	Sr. Vice President

Gilda Malek	General Counsel, Vice President, Secretary
Mark Gundacker	Director of Human Resources, Vice President
Curtis E. Alling	Vice President
Stephane Asselin	Vice President
Greg Ault	Vice President
Andy Bailey	Vice President
Stuart Bowden	Vice President
Jason Bowen	Vice President
Marius Brits	Vice President
Angus Bruce	Vice President
Russell Butler	Vice President
Dennis Carmichael	Vice President
Christopher Choa	Vice President
Sydney Coatsworth	Vice President
Roger G. Courtenay	Vice President
Timothy Delorm	Vice President
Jacqueline Dompe	Vice President
Richard Dorrier	Vice President
Michael A. Downs	Vice President
Paul Druery	Vice President
Phillip Dunn	Vice President
Malcolm Eadie	Vice President
Stephen Engblom	Vice President
Charles Everett	Vice President
Allen Folks	Vice President
Fredalyn Frasier	Vice President
Mark Fuller	Vice President
H. Cales Givens	Vice President
Patrick Gulliver	Vice President
Alan Harwood	Vice President
Ellen Heath	Vice President

Jay Hicks	Vice President
Todd Hill	Vice President
Ray Hrenko	Vice President
Gregory Hurst	Vice President
Gary Jakobs	Vice President
Andrew Jones	Vice President
Larry Keith	Vice President
Thomas M. Keith	Vice President
Steve Kellenberg	Vice President
Jason Kroll	Vice President
Charles Ledward	Vice President
Siân Llewellyn	Vice President
Jana McKenzie	Vice President
David Metcalfe	Vice President
Don Mills	Vice President
Paul Moyer	Vice President
Matthew Pryor	Vice President
Angus Robertson	Vice President
Herbert R. Schaal	Vice President
Steven Scott	Vice President
Jason Uycda	Vice President
James Welch	Vice President
Bradley Wellington	Vice President
Eric Wilson	Vice President
Chi Chung Wong	Vice President
Chris Yoshii	Vice President

GENERAL

RESOLVED FURTHER, that each of the officers of this Corporation is authorized and empowered on behalf of this Corporation and in its name to execute any applications, certificates, agreements, or any other instruments or documents or amendments or supplements

thereto, or to do and to cause to be done any and all other acts and things as such officers may in their discretion deem necessary or appropriate to carry out the purposes of each of the foregoing resolutions, the execution and delivery of such documents and the taking of such actions to be conclusive evidence of the necessity or appropriateness thereof.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Directors as of the above date, hereby agreeing that the foregoing recitals and resolutions shall be of the same force and effect as if regularly adopted at a meeting of the Board of Directors of this Corporation held upon due notice.

This Action by Unanimous Written Consent of the Board of Direction of this Corporation may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same Action by Unanimous Written Consent.

ERIC CHEN

RON OSBORNE



JOSEPH BROWN



DANA WAYMIRE

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) EDAW, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 150 Chestnut Street	Requester's name and address (optional)
City, state, and ZIP code San Francisco, CA 94111	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
or								
Employer identification number								
2	0	3	4	4	4	2	0	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 7/28/09
------------------	----------------------------	-----------------------

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

Nonresident alien who becomes a resident alien.

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B
DISCLOSURE AFFIDAVIT

ARCHITECT OF RECORD SERVICES
31st Street Harbor
PS 1643

Name: AECOM Technology Corporation

Address: 555 South Flower Street, 37th Floor, Los Angeles, CA 90071

Telephone No.: 213 593 8000

Federal Employer I.D. #: 61-1088522 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 MICHAEL EDLOWAY, as VICE PRESIDENT AND ASSISTANT GENERAL COUNSEL
(Name) (Title)

and on behalf of AECOM TECHNOLOGY CORPORATION SOLE OWNER OF EDAN, INC
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that: ("bidder/proposer" or "contractor")

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
 - Partnership
 - Joint Venture
 - Sole Proprietorship
 - LLC
 - LLP
 - Not-for-Profit Corporation
 - Other

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

a. State of Incorporation or organization Delaware

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>See Attached List</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>Fidelity Mgmt and Trust Co.</u>	<u>82 Devonshire St, Boston, MA 02109</u>	<u>13.34%</u> %
<u>as trustee for AECOM Retirement a& Savings Plan</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

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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
NA _____	_____ %
_____	_____ %
_____	_____ %

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)

NA _____

- 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)

NA _____	_____
_____	_____
_____	_____

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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)
NA	

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation NA

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)
NA			

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.

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II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

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- 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.

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3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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.

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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.

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.

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

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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.)

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.

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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.

Michael R. Kolloway
Signature of Authorized Officer

MICHAEL KOLLOWAY
Name of Authorized Officer (Print or Type)

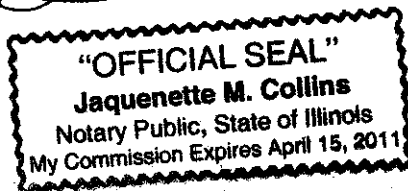
VICE PRESIDENT AND ASSISTANT GENERAL COUNSEL
Title

312 938-0300
Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 23 day of July, 2009 by
Michael R. Kolloway (Name) as VICE PRESIDENT / ASSISTANT (Title) of
ACCOM TECHNOLOGY CORPORATION
SOLE OWNER OF EDAN, INC (Bidder/Proposer or Contractor)

Jaquonette Collins
Notary Public Signature and Seal



AECOM Technology Corporation

Board of Directors Executive Officers

<u>Name</u>	<u>Position</u>
John M. Dionisio	Director, President and Chief Executive Officer
Richard G. Newman	Director, Chairman
Francis S. Y. Bong	Director, Chairman Asia
H. Frederick Christie	Director
James H. Fordyce	Director
S. Malcolm Gillis	Director
Linda Griego	Director
Robert J. Lowe	Director
Norman Y. Mineta	Director
William G. Ouchi	Director
William P. Rutledge	Director
Michael S. Burke	Executive Vice President and Chief Financial Officer
Jane A. Chmielinski	Executive Vice President and Chief Corporate Officer
James M. Jaska	Executive Vice President, Government
Alan P. Krusi	Executive Vice President, Corporate Development
Ronald E. Osborne	Vice President, Controller
Nigel Robinson	Executive Vice President, Geographies
Frederick W. Werner	Executive Vice President, Business Lines

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**EXHIBIT C
ELECTRONIC FILE TRANSFER AGREEMENT**

**ARCHITECT OF RECORD SERVICES
THE GATEWAY and 31ST STREET HARBOR PROGRAM
PS1643**

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: **ELECTRONIC MEDIA**

PROJECT NAME AND NO.:

DESCRIPTION OF DATA: This Agreement shall apply to all Electronic Drawings which are listed and otherwise identified in an attached cover letter(s) to the PBC

TERMS OF AGREEMENT:

1. The PBC acknowledges that it has requested Architect to provide certain designs as electronic drawing file data in disk format and that the information contained on these disks is provided for its sole use and convenience. The PBC, at its own discretion, may choose to reassign this data to a third party, to whom all terms of this agreement shall also apply, by obtaining the third party's signature on the line below and sending a signed copy to Architect.
2. The undersigned further acknowledges that the true record of the design is the most recent printed copy of the design by Architect, and that errors and other changes may subsequently be introduced to the electronic format without the fault or knowledge of, and beyond the control of Architect.
3. The PBC and Architect hereby acknowledge and agree that to the extent the PBC, its agents, employees, consultants or contractors modify a design on electronic drawing file data such that the design differs from the last sealed hard copy prepared by the Architect, the PBC shall be responsible for any cost or harm incurred by the PBC due such modification.
4. This Data is an instrument of professional service prepared by Architect. Unless otherwise provided for in the Agreement, the reuse of this data, including designs and information included therein shall be at the sole risk of the user.

Architect:

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]

Landscape Architecture / Overall Project Coordination

EDAW AECOM will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of EDAW AECOM for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by EDAW AECOM in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

The Commission, User Agency, and Authorized Commission Representatives have requested a "fast track" design process, and shall provide final written comments and written authorization to proceed within 7 calendar days of milestone submission. A Submittal Review Meeting to review the written comments with the AOR / Team shall occur 7 calendar days following each milestone submission. If the review period extends beyond 7 days, the Design Schedule shall be extended by the same number of days, including the issuance of Bid Documents. Delays caused by factors beyond the control of the AOR / Team, including but not limited to delays in Agency Reviews, Commission Design Reviews, and/or Alderman Approvals shall result in the extension of the Design Schedule, including issuance of Bid Documents.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

B. Coordinate with and assist Cost Consultant to establish Estimate of Probable Construction Costs.

C. Confirm Project Design and Construction Schedule

Anticipated Phase Duration: 3 Weeks

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. DESIGN DEVELOPMENT BASE SHEETS – consolidate CAD base files submitted to EDAW to create CAD base sheets for EDAW's use in preparing landscape base sheets for Design Development and Construction Documents. These base sheets will be used to develop all landscape plans prepared during Design Development and Construction Documents.

B. FINE GRADING AND DRAINAGE COORDINATION PLANS – prepare Fine Grading and Coordination Plans that indicate proposed grading and drainage concepts (above-ground only) for hardscape and landscape areas. These plans are for use by the Civil Engineer in preparing their drawings.

C. PRELIMINARY HARDSCAPE PLANS – prepare hardscape plans that indicate layout, materials, key dimensions and initial call-outs of hardscape elements.

D. PRELIMINARY RAILING AND SITE FURNISHINGS PLAN – prepare Preliminary Railing and Site Furnishing Plans that indicate layout, materials, key dimensions and initial call-outs of railing and site furnishing elements.

E. PRELIMINARY PLANTING PLANS – prepare Preliminary Planting Plans that indicate plant species, sizes, quantities and locations.

F. SECTIONS AND ELEVATIONS – prepare Preliminary Construction Sections and Elevations that indicate in greater detail layout, materials and finishes of hardscape and landscape elements in key areas such as building interface, seating areas, hardscape transitions and water features.

G. TYPICAL PRELIMINARY CONSTRUCTION DETAILS – prepare Typical Preliminary Construction Details of hardscape, railing, site furnishing, landscape, and specialty elements based upon the Preliminary Construction Plans.

H. COASTAL/STRUCTURAL/HYDRAULIC ENGINEERING COORDINATION – EDAW AECOM will retain and coordinate the services of registered professional consultants for Coastal, Structural and Hydraulic Engineering. Coordination includes typical sections, materials selection, and overall constructability of features related to landscape development.

I. CIVIL ENGINEERING COORDINATION – EDAW AECOM will retain and coordinate the services of registered professional consultants for Civil Engineering. Coordination includes rough grading with key spot elevations, subsurface drainage, and pavement layout.

J. ARCHITECTURE – EDAW AECOM will retain and coordinate the services of registered professional consultants for Architecture. Coordination includes site layout and key spot elevations and adjacent pavement, utilities and lighting elements.

K. SITE LIGHTING COORDINATION – EDAW AECOM will retain and coordinate the services of registered professional consultants for Lighting Design and associated Electrical Engineering. Coordinate proposed landscape site lighting fixtures which may include walk lights, integrated bench lights, tree uplights, water feature lights, and accent lights. These plans are for use by the Electrical Engineer in preparing its drawings.

L. WATER FEATURE COORDINATION – EDAW AECOM will retain and coordinate the services of registered professional consultants for Water Feature Design to indicate the form[s], and water effect[s] of the breakwater feature and coordinate the design with the Structural Engineer, the Mechanical Engineer, and the Fountain Consultant.

M. IRRIGATION COORDINATION – EDAW AECOM will provide irrigation design services by registered professionals. Extent of irrigated landscape limited to the landscape located on Dime Pier and curved breakwater structure. Coordinate overall approach to irrigation based on landscape design, code investigation, and plumbing requirements.

N. OUTLINE SPECIFICATIONS – provide Outline Specifications to describe the materials and furnishings indicated in the Design Development plans and details.

O. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – EDAW AECOM will retain and coordinate the services of professional consultants for cost estimation services. Coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

P. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.

- Develop and/or collect data required for assigned templates
- Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
- Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
- Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.

Q. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of EDAW's work.

R. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents, including the updated AOR's Estimate of Probable Construction Cost and details, to PBC. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm

program criteria, schedule, milestone dates and the construction budget for the site and landscape improvements.

S. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

T. OVERALL COORDINATION – Perform overall project review and coordination of architecture, coastal, structural, civil, and design packages. Attend and facilitate four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

U. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary Layout Plans
 - Preliminary Hardscape Plans
 - Preliminary Planting Plans
 - Preliminary Planting Schedule
 - Preliminary Details
- Outline Specifications
- Irrigation Basis of Design
- Preliminary Irrigation Plans
- Issuance of Compilation of issued Meeting Minutes. Meeting Minutes shall be recorded and furnished by PBC.
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Compile drawing packages of all components of work and coordinate printing and delivery of milestone packages
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. **HARDSCAPE PLANS** – prepare hardscape plans that indicate layout, materials, finishes and colors of hardscape elements with reference notes, legends, and material schedules.

C. **RAILING AND SITE FURNISHINGS PLAN** – prepare Railing and Site Furnishing Plans that indicate layout, materials, dimensions, reference notes, and detail reference call-outs of railing and site furnishing elements.

D. **PLANTING PLANS** – prepare Planting Plans that indicate plant species, sizes, quantities and locations with notes, legends and detail reference call-outs.

E. **CONSTRUCTION PLAN ENLARGEMENTS** – prepare Construction Plan Enlargements that indicate in greater detail layout, materials, finishes, colors of hardscape and landscape elements in key areas such as ramps and plazas with notes, legends, material schedules and detail reference call-outs.

F. **SECTIONS AND ELEVATIONS** – finalize Sections and Elevations that indicate in greater detail layout, materials and finishes of hardscape and landscape elements in key areas such as building interface, seating areas, hardscape transitions and pier edges.

G. **CONSTRUCTION DETAILS** – prepare construction details of hardscape and landscape elements.

H. **CONSULTANT COORDINATION** – Coordinate the work of other Consultants including the Coastal Engineer, Structural Engineer, Hydraulic Engineer, Architect, Civil Engineer, Electrical Engineer, Water Feature Consultant, and Irrigation Designer as it relates to EDAW's work.

I. **SPECIFICATIONS – SPECIFICATIONS** – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for EDAW AECOM's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

- Specifications will follow performance criteria outline format.
- Specifications will identify acceptable manufacturers.
- No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
- 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.

J. **STATEMENT OF PROBABLE CONSTRUCTION COSTS** - Coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

K. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

L. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – submit a 60% Construction Documents Package to the Client for review and approval. Attend one (1) Client review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- Update Submittal and Closeout Matrix
- 60% Construction Documents
 - Layout Plans
 - Hardscape Plans
 - Planting Plans
 - Planting Schedule
 - Details
- Specifications
- Irrigation Plans and Details
- Issuance of Compilation of issued Meeting Minutes. Meeting Minutes shall be recorded and furnished by PBC.
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Compile drawing packages of all components of work and coordinate printing and delivery of milestone packages
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

M. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – submit a 90% Construction Documents Package to the Client for review and approval. Attend one (1) Client review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Layout Plans
 - Hardscape Plans
 - Planting Plans

- Planting Schedule
- Details
- Specifications
- Irrigation Plans and Details
- Issuance of Compilation of issued Meeting Minutes. Meeting Minutes shall be recorded and furnished by PBC.
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Compile drawing packages of all components of work and coordinate printing and delivery of milestone packages
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

N. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – submit 100% Construction Documents Package to the Client for review and approval. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Layout Plans
 - Hardscape Plans
 - Planting Plans
 - Planting Schedule
 - Details
- Specifications
- Irrigation Plans and Details
- Compile drawing packages of all components of work and coordinate printing and delivery of milestone packages

Anticipated Phase Duration: 3 Weeks

O. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

P. OVERALL COORDINATION – Perform overall project review and coordination of architecture, coastal, structural, civil, and design packages.

Anticipated Phase Duration: 3 Weeks

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT – 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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – provide final Construction Set of documents to incorporate Permit and Addenda items.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

EDAW AECOM shall attend weekly project meetings and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with EDAW AECOM design intent and Construction Documents. On the basis of its observations while at the site, EDAW AECOM will keep Client informed of the progress of construction.

EDAW AECOM shall endeavor to secure compliance by the contractor to the plans and specifications. EDAW AECOM shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and EDAW AECOM shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. WEEKLY PROJECT MEETINGS – Attend and participate in sixty (60) regularly scheduled weekly project meetings and fifteen (15) monthly pay application meetings.

B. FIELD VISITS – provide a maximum of 30 (thirty) site visits to observe all stages of landscape construction. Prepare typed Field Reports that comment on the status of construction for each site visit.

C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by EDAW. Maintain RFI and Bulletin Log.

RFI's generated by changes to the building or coastal systems, or design revisions requested due to changes to the building or coastal systems are not included in this contract and will be completed on an hourly basis as an Additional Service.

D. SHOP DRAWING AND SUBMITTAL REVIEW - EDAW will review all submittals required by the specifications from the Landscape Contractor for the scope of work defined by the Construction Documents prepared by EDAW. Contractor shall provide all submittals in one complete package at one time. Incomplete submittals will be returned to the Contractor and no review shall be due by EDAW until complete submittal packages are submitted.

Should the original submittal be rejected, this proposal includes one additional review of each package. All additional reviews will be performed on an hourly basis as an Additional Service.

EDAW will consider a maximum of one substitution request per submittal required within this proposal. All additional substitution requests will be performed on an hourly basis as an Additional Service.

E. PLANT SELECTION AND TAGGING – visit local nurseries to review and tag trees and shrubs for the project. One (1) EDAW staff person for a maximum of two day[s].

F. MOCK-UP AND MATERIALS REVIEW – visit local production shops to review layouts and fabrication of various components of the project. Maximum two (2) EDAW staff for a maximum of two day[s].

G. SUBSTANTIAL COMPLETION

Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by EDAW.

Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.

H. POST CONSTRUCTION REVIEW – PBC will review EDAW AECOM performance in providing services during construction. EDAW AECOM to attend one (1) meeting to discuss performance review.

I. RECORD DRAWINGS – Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.

- J. LESSONS LEARNED – Participate and document all “lessons learned” throughout the design and construction phases of the project.
- K. Warranty Inspection – Assist PBC with warranty inspection at eleven months following substantial completion.

Anticipated Phase Duration: 132 Weeks

EXTRA SERVICES

Services in addition to EDAW's Exhibit A (Scope of Work), when requested, shall be identified as such and billed at the current Billing Rate Schedule. Additional services shall include, but are not limited to the following:

- A. Proposal Exclusions that the Client deems to be EDAW's responsibility.
- B. GRAPHIC EXHIBITS - graphic exhibits required beyond those indicated in each phase of Scope of Work.
- C. PHASED OR SEGMENTED WORK – we assume that the designated project will be completed in its entirety in one phase.
- D. ARBORIST/HORTICULTURALIST – services of and coordination with a qualified arborist and/or horticulturist for tree survey and other related plant-related matters as approved by Client.
- E. SPECIFICATIONS REFORMATTING - EDAW will provide typed CSI-formatted specifications in printed hardcopy and disk using Microsoft Word. Minor reformatting such as font and header changes will be accommodated in this proposal, however, any major specification reformatting such as integration with another consultant's specification format or change in software from Word will be deemed an Additional Service.
- F. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.
- G. ADDITIONAL MEETINGS - meetings in excess of those indicated in each phase of Scope of Work.
- H. SITE VISITS - field observation site visits in addition to those listed in Scope of Work.
- I. DELAYS AND TIME EXTENSIONS – delays beyond the duration listed above or due to issues out of the consultant's control. Delays between the completion of Construction Documents and the start of construction that are more than 6 months shall trigger a renegotiation of the Construction Observation phase of the contract.
- J. BUDGET REVISIONS - in the event that the development budget is reduced or increased by more than 10% between the time of approval of the design development and the time of award of a

construction contract, cost of modification of drawings and specifications to meet the reduced project budget shall be considered Additional Services.

K. CONTRACTOR ERRORS – additional revisions, trips, and meetings related to issues due to contractor errors or rejected work / mock-ups.

L. ILLUSTRATIONS/RENDERINGS - professional renderings prepared by vendor as requested and approved by Client. Cost to include EDAW vendor cost and EDAW's labor for computer modeling and coordination plus administration charge.

M. SCALE MODELS – vendor built scale models as requested and approved by Client. Cost to include EDAW vendor cost and EDAW's labor to prepared model drawings and coordination plus administration charge.

N. VALUE ENGINEERING REVISIONS - revisions required to value engineer the landscape portion. Additional services would only be requested if EDAW exceeded its initial landscape budget provided by the Client by more than 10 percent.

Lighting Consultant

Schuler Shook will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Schuler Shook for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by Schuler Shook in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

A. Confirm Project Design and Construction Schedule

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. Meet with EDAW AECOM and representatives of The City of Chicago to discuss specific lighting opportunities and requirements. Discuss the overall architectural aesthetic as well as design issues related to specific scope areas. Base Services scope areas to include the following:

- Entry Drive
- Pedestrian Lighting (Low Level) Adjacent to Restaurant/Harbor Facilities
- Main Pier Pedestrian Lighting (Low Level)
- Illuminated Benches at Pier

- Tree Uplighting at Pier
- Pedestrian Lighting (Low Level) at Breakwater Pier
- Water Feature at Intersection with Breakwater Pier
- Secondary Water Features along Breakwater Pier
- Shading Elements (Typical of 6)
- Marker lights at Pier edge as required for navigation
- Pedestrian Lighting (Low Level) at Navy Pier Commercial Slips

B. Visit the site to observe existing conditions. Observe ambient illumination levels in surrounding areas in order to understand project context.

C. Develop lighting design concepts in collaboration with EDAW AECOM and the City of Chicago, considering such issues as the dramatic use of light, enhancement of the architecture, uniqueness of design, visual comfort, and functional criteria including fixture durability, fixture corrosion resistance, fixture submergibility, illumination levels, fixture and lamp types, energy efficiency, lamp life, maintenance and control systems.

D. Prepare one (1) set of presentation materials as required to illustrate lighting concepts for key elements. Materials may include sketches, fixture information, fixture samples, and photographs of similar applications.

E. Prepare full color schematic renderings illustrating lighting design concepts. Renderings shall be prepared using drawings, photographs, or daytime renderings as provided by architect. **Extra Service – Separate Fee.**

F. Meet with architect and City representatives to present and discuss the lighting concepts.

G. Meet with architect as required to further develop the lighting concepts in conjunction with the progression of the architectural design.

H. Prepare preliminary lighting layout drawings, fixture schedule, and fixture information sheets.

I. Perform computer lighting calculations and analysis, as required, for any of the following elements that require specific illumination levels for critical tasks:

- Entry Drive
- Pier adjacent to Restaurant/Harbor Facilities
- Main Pier
- Breakwater Pier
- Fishing Pier
- Shading Elements (Typical of 6)

J. Prepare preliminary load schedules and control specifications for any elements requiring color changing or dimming controls. Provide narrative regarding overall control strategies for all fixtures in scope. All photocell, time clock, and on-off lighting controls shall be specified by the electrical engineer.

K. Prepare preliminary energy calculations to confirm that the lighting within scope will conform to applicable energy codes.

L. Meet with architect to present and discuss the lighting layouts, fixture selection, cost estimate, and issues associated with the integration of the lighting into the architectural design.

M. Assist in the design of custom lighting fixtures. Provide recommendations on materials, lamping, lamp configurations, ballast, transformer, or power supply locations, glare control, circuiting, and means of access. **Extra Service - Separate Fee.**

N. Prepare and conduct mockups to illustrate specific lighting conditions. Prepare a report summarizing results. Up to two (2) mockups.

O. Assist in the development of architectural details relative to special lighting conditions. Assist in the integration of lighting fixtures into architectural details.

P. Review Design Development drawings. Comment as appropriate.

Q. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.

- Develop and/or collect data required for assigned templates
- Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
- Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
- Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.

R. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

S. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.

T. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

U. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

V. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

W. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

X. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Presentation Materials to Illustrate Lighting Concepts
 - Lighting Calculations

- Lighting Plans
- Lighting Fixture Schedule
- Lighting Fixture Specification Sheets
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

- A. Prepare in-progress lighting layout drawings, fixture schedule, and fixture information sheets and detail drawings as required.
- B. Provide assistance as required to respond to Owner's representatives' comments related to the lighting within scope.
- C. Meet with architect to review and discuss the lighting layouts and fixture selection, and to coordinate architectural details.
- D. Communicate with Owner regarding control system design for lighting requiring color changing or dimming controls. Coordinate interface of these control systems with all other on/off lighting controls specified by the Electrical Engineer.
- E. Prepare updated energy calculations to confirm that the lighting within our scope will conform to applicable energy codes. These calculations will be prepared as advisory to the project electrical engineers for their use in certifying the project's code compliance.
- F. Attend coordination meetings with architect and the project electrical engineers to review and discuss the lighting layouts, fixture schedule, controls, and applicable energy code calculations, and to assist in the integration of the lighting into the project documents.
- G. Prepare lighting layout drawings, fixture schedule, lighting fixture specification, and control schedule and specifications for areas requiring color changing or dimming controls. Prepare detail drawings regarding special fixture mounting conditions.
- H. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

I. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for Schuler Shook's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

- o Specifications will follow performance criteria outline format.
- o Specifications will identify acceptable manufacturers.
- o No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
- o 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.

J. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

K. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

L. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

M. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - o Lighting Calculations
 - o Dimming or Color Changing Control diagrams as required
 - o Lighting Plans
 - o Lighting Fixture Schedule
 - o Lighting Fixture Specification Sheets
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

N. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Lighting Calculations
 - Dimming or Color Changing Control diagrams as required
 - Lighting Plans
 - Lighting Fixture Schedule
 - Lighting Fixture Specification Sheets
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

O. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Lighting Calculations
 - Dimming or Color Changing Control diagrams as required
 - Lighting Plans
 - Lighting Fixture Schedule
 - Lighting Fixture Specification Sheets
- Specifications

Anticipated Phase Duration: 3 Weeks

P. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

Q. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

R. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Schuler Shook shall attend weekly project meetings during duration of Schuler Shook scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Schuler Shook's design intent and Construction Documents. On the basis of its observations while at the site, Schuler Shook will keep Client informed of the progress of construction.

Schuler Shook shall endeavor to secure compliance by the contractor to the plans and specifications. Schuler Shook shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Schuler Shook shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in up to four (4) regularly scheduled weekly project meetings as required and two (2) monthly pay application meetings.
- B. FIELD VISITS – provide a maximum of three (3) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Schuler Shook within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - Schuler Shook will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by Schuler Shook within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by Schuler Shook until complete submittal packages are submitted.
- E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by Schuler Shook. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. FIXTURE AIMING– Schuler Shook will Supervise the electrical contractor in the focusing and adjustment of all adjustable lighting fixtures. Up to two (2) evening site visits.
- H. POST CONSTRUCTION REVIEW – PBC will review Schuler Shook performance in providing services during construction. Schuler Shook to attend one (1) meeting to discuss performance review.
- I. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- J. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.

- K. **WARRANTY INSPECTION** – Assist PBC with warranty inspection at eleven months following substantial completion.
- L. **SITE PHOTOGRAPHY** – Provide copies of all site photography in digital format to PBC.
- M. **PERMIT OVERSIGHT** - 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.

PROPOSAL EXCLUSIONS

- A. **FEES** - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. **SERVICES** - as listed below:
- Lighting design for any areas and spaces not specifically listed above, including the Harbor Facility / Restaurant building.
 - Daylighting calculations and analysis
 - Design services related to internally illuminated signage
 - Design and specifications for control systems other than dimming or color changing dimming control systems
 - Weekly design team coordination meetings where lighting design issues are not being discussed. We will attend meetings as required to coordinate lighting design scope.
 - Value Engineering beyond one (1) round.
 - Review of fixture alternates and substitutions exceeding more than 10% of total fixture types specified within our scope
 - Preparation of as-built drawings, aiming diagrams, and maintenance manuals
 - Filing of paperwork for energy code certification. Backup documentation regarding compliance to applicable energy codes will be provided to the project team for their use in completing the required documentation.
 - Emergency and exit lighting systems
 - Services related to UL testing and approval
 - Fabrication, assembly, and mounting of lighting equipment for mockups or site tests. Arrangement for temporary power and means of access for mockups and site tests.
 - The procurement, mounting, or handling of lighting equipment in any way
 - The equipment and labor necessary for testing, installation, and adjustment.

EXTRA SERVICES

- A. Pedestrian Lighting (Low Level) at 80 Slip Seasonal Harbor
- B. Pedestrian Lighting (Low Level) at 120 Slip Transient Harbor
- C. Pedestrian Lighting (Low Level) at Super Yacht Pier
- D. Custom Lighting Fixture Design
- E. Presentation Level Color Renderings

Fountain Engineering

FOUNTAIN TECHNOLOGIES will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of FOUNTAIN TECHNOLOGIES for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by FOUNTAIN TECHNOLOGIES in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

- Review client program requirements and assist owner in program development.
- Advise design team of equipment vault and reservoir sizes, equipment sizes and MEP requirements.
- Attend design meetings as required.
- Provide recommendations for the equipment that can contribute toward energy and water savings.

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. N/A

- B. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
- Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Fountain Technologies on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.

C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Fountain Technologies in updating the AOR's Estimate of Probable Construction Costs.

D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of FOUNTAIN TECHNOLOGIES's work.

E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAA AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist to deliver a fully coordinated and inclusive set of documents
- 100% Design Development Documents
 - Refine design and prepare Design Development documents sufficient for preliminary pricing. The following documents will be included in this phase equipment layouts, preliminary piping diagrams and power requirements, draft specifications, and equipment cut sheets.
 - Coordinate all plumbing, mechanical, and electrical requirements with project MEP engineer.
 - Provide information on water and drainage requirements.
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for FOUNTAIN TECHNOLOGIES's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. FOUNTAIN TECHNOLOGIES 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, FOUNTAIN TECHNOLOGIES is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Fountain Technologies in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

A. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to two (2) meetings are anticipated.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Provide complete and coordinated drawings and specifications suitable for obtaining permits, competitive bidding or guaranteed maximum price, and for construction of the fountain project.
 - Review and comment on drawings prepared by Architect and MEP Engineers.
 - Revise design documents as necessary based upon Design Development cost estimate provided,
 - Assist in value engineering of project as required.
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- 90% Construction Documents
 - Provide complete and coordinated drawings and specifications suitable for obtaining permits, competitive bidding or guaranteed maximum price, and for construction of the fountain project.
 - Review and comment on drawings prepared by Architect and MEP Engineers.
 - Revise design documents as necessary based upon Design Development cost estimate provided,
 - Assist in value engineering of project as required.
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Provide complete and coordinated drawings and specifications suitable for obtaining permits, competitive bidding or guaranteed maximum price, and for construction of the fountain project.
 - Review and comment on drawings prepared by Architect and MEP Engineers.
 - Revise design documents as necessary based upon Design Development cost estimate provided,
 - Assist in value engineering of project as required.
- Specifications

Anticipated Phase Duration: 3 Weeks

J. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. **PERMIT** – 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. Public Building Commission is responsible for all permit fees.

B. **ADDENDA** – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. **BIDDER COORDINATION** – respond to bidders' questions during the bidding period.

D. **PRE-BID MEETINGS** – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. **BID EVALUATION** – Review bids and prepare an evaluation and recommendation for award.

F. **CONSTRUCTION SET** – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

FOUNTAIN TECHNOLOGIES shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with FOUNTAIN TECHNOLOGIES design intent and Construction Documents. On the basis of its observations while at the site, FOUNTAIN TECHNOLOGIES will keep Client informed of the progress of construction.

FOUNTAIN TECHNOLOGIES shall endeavor to secure compliance by the contractor to the plans and specifications. FOUNTAIN TECHNOLOGIES shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and FOUNTAIN TECHNOLOGIES shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. **WEEKLY PROJECT MEETINGS** – Attend and participate in (2) regularly scheduled weekly project meetings and (0) monthly pay application meetings.

B. FIELD VISITS – provide a maximum of four (4) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.

C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by FOUNTAIN TECHNOLOGIES within five (5) business days. Maintain RFI and Bulletin Log.

D. SHOP DRAWING AND SUBMITTAL REVIEW - FOUNTAIN TECHNOLOGIES will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by FOUNTAIN TECHNOLOGIES within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by FOUNTAIN TECHNOLOGIES until complete submittal packages are submitted.

E. FOUNTAIN STARTUP – FOUNTAIN TECHNOLOGIES shall participate in start-up of water features and any required testing of equipment.

F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by FOUNTAIN TECHNOLOGIES. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.

G. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.

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- Attachment A Drawings and Specifications
- Attachment B Geotechnical Design
- Attachment C Structural Design
- Attachment D Civil Design
- Attachment E Cost Estimate and Quantities
- Attachment F Hydraulic Engineering Design Analysis

Coastal Infrastructure

AECOM USA, Inc. (AECOM) will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of AECOM for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by AECOM in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

1.0 Design Development

Design development efforts to be completed by AECOM include the following.

1.1 Kickoff Meeting

Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities. The kickoff meeting shall include discussion of coastal structures and dockage. Furthermore, these topics will also be the subject of a separate meeting to occur sometime between the kickoff meeting and the 60% design submittal review conference.

1.2 Regulatory Permit Support

AECOM will provide support for questions and issues that come up during the regulatory permit application process. We will support the PBC, URS, and CPD to answer questions that arise during the permit review process.

1.3 Coastal Engineering

a. Long Term Wind-Wave Hindcast

A site specific wave hindcast exercise will be carried out to develop an estimate of the long-term wave climate and the extreme offshore wave conditions off the study area. The offshore wave hindcast will be carried out using DHI's parametric wave hindcast model PWAVE. PWAVE is a computationally efficient spectral wind-wave model, which describes the growth and decay of short-period and short-crested waves at a single location within a fetch-limited water body. The model considers a time varying, spatially constant time series of wind speed and direction from a single geographic location representative of wind conditions at the site. The shape of the water body is described by the fetch lengths from discrete directions. The wind-wave growth equations are based on a JONSWAP, fetch-limited, spectral formulation. The effects of directional and frequency spreading of wave energy are accounted for by PWAVE.

Input to PWAVE consists of time series of wind speed and direction, the shape of Lake Michigan described by fetch lengths from discrete angles at e.g. 10° interval and directionally dependent wind speed correction factors for calibration purposes. A constant water level will be assumed. Output results from PWAVE consist of time series of significant wave height H_m0 , zero-up crossing period T_z and mean wave direction MWD. Time series of wind data from Milwaukee (1956-96) and from Meigs Field (1982-1997) will be analyzed. The hindcast model will include data from years 1997 through 2009 if this data is readily available and in an appropriate format for this analysis. We will decide if using just one of the wind time series or some form for combination of both is most adequate as input for PWAVE. It should be mentioned that the quality of the hindcasted wave data will be dependent on how representative the wind record(s) is/are for the entire lake. The model results will only be as good as the input wind data.

Model output will be processed to determine, among other things, the offshore wave rose and the offshore wave climate (as percent occurrence of waves within a height range and direction of propagation) and to identify the storm events which lead to the highest hindcasted waves. An Extreme Value Analysis (EVA) will also be carried out on the output results to determine extreme offshore wave conditions. A number of functions will be tested to identify the most suitable distribution for extreme wave heights. The analyses will be carried out for all waves regardless of direction and also by wave direction.

Our work scope and budget does not include calibration. This would be difficult, and perhaps futile, given that the work scope approach involves utilization of a very simplified wind description. In addition, if we were to compare the PWAVE model results to a bouy location that is different than the project site, some additional cost would be incurred to run the analysis for the secondary location. The PWAVE model results will therefore be calibrated and validated as part of the wave transformation study as described below. The budget for this item is split equally between Gateway and 31st Street Harbors.

An alternative and technically superior approach to hindcasting the offshore waves would involve use of the 2D MIKE 21 SW Spectral Wave model for the analysis. The SW model includes an advanced representation of shallow water effects and wind wave growth and dissipation processes. It also comes at a higher computational effort. We are not recommending this approach due to the higher cost and project design period time constraints.

b. Analysis of Extreme Lake Levels

Analyze recorded water level data to define extreme high and low water levels, including lake level surge, by return period. The budget for this item is split equally between Gateway and 31st Street Harbors.

c. Combined Probability Analysis of Waves, Wind and Surge

Assessment of combined occurrence of wind, waves and surges. The budget for this item is split equally between Gateway and 31st Street Harbors.

d. Define Design Criteria for Coastal Structures including Design Life and Damage Criteria

e. Summary Matrix of Design Conditions for Coastal Structures and Dockage Systems Considering Combined occurrence of lake levels, waves and surges

f. Wave Transformation Modeling to Supplement the Above Coastal Work Items

Numerical wave modeling will be carried out to transform the extreme offshore wave events to the coastal region - from deep water to the perimeter of the harbors. The wave transformation study will be carried out with the spectral wave model MIKE 21 SW. MIKE 21 SW is a new generation spectral wind-wave model based on unstructured (flexible) meshes consisting of triangular and/or quadrangular elements. The SW model simulates the growth, decay and transformation of wind-generated waves and swell in offshore and coastal areas as they propagate on an uneven bathymetry.

The model mesh used to propagate the offshore waves will be created on the basis of the bathymetric soundings collected by AECOM as part of the ongoing studies, as well as topographic and bathymetric data available from digital sea charts and in the public domain. The model bathymetry will be discretized using an unstructured flexible mesh consisting of triangular elements. The model mesh will include both the Federal Breakwaters and 31st Street outer harbor structures, which will allow computing the sheltering effect from the Federal Breakwaters of Gateway Harbor on waves reaching 31st Street Harbor from northerly directions.

The resolution of the meshes will range from a couple of kilometers in offshore areas to 100-200m in the nearshore region. Even finer resolution will be used to discretize areas close to the harbors.

Waves on the lee side of Federal Breakwater at Gateway Harbor or inside the new breakwater of 31st Street Harbor will not be an outcome from the SW model, since wave transmission, reflection and diffraction cannot be accurately represented in the SW modeling. The MIKE 21 BW model which has been used so far in the ongoing studies is best suited for this type of analyses.

A model calibration/verification exercise will be carried out using measured wave data from USACE buoy IL 001. Measured wave data exist for the period October 1991 through January 2004, so there is an overlap of several years with the wind data. The location of the wave buoy, roughly 2 miles NE of the Federal Breakwater, makes its measurements ideal for the purpose of model calibration and validation. The position of buoy IL 001 is shown in Figure 2.1 below. The wave data is available in the public domain, so it will be collected and processed.

As part of the model validation exercise, the MIKE 21 SW model parameters will be defined in such a way that the offshore waves satisfactorily match the measured waves when transformed to the location of the buoys. Three significant storm events leading to the highest hindcasted offshore waves will be selected for the calibration and validation of MIKE 21 SW.

The calibrated MIKE 21 SW model will be used to transform the extreme wave heights to the offshore perimeter of the Federal Breakwaters and 31st Street Harbors, in order to provide design conditions for the breakwaters and other structures.

It is envisaged that a total of 24 combinations of offshore wave parameters and direction of propagation and associated water level will be simulated (three wave directions and 2L 10W, 10L 20W 20L 10W, 2L 100W, 10L 100W, etc). 2L 10W indicates the combination of a water level L with a return period of 2 years with an offshore wave height W with an associated return period of 10 years. The eight combinations of water level L and offshore significant wave height W will be defined by AECOM, as well as the lake levels associated with the different return periods.

It should be noted that waves on the lee side of the Federal Breakwater at Gateway Harbor will not be an outcome from the SW model since wave transmission, reflection and diffraction cannot be accurately represented in the SW modeling. The MIKE 21 BW model which has been used so far in the ongoing studies is best suited for this type of analyses. Additional MIKE 21 BW modeling is included to transform waves from the Federal Breakwaters to the proposed Gateway Harbor breakwater and perimeter structures for a reduced set of conditions totaling 6 simulations, including 2L 10W, 10L 20W and 10L 100W from two directions.

g. Wave Agitation Modeling to Further Optimize Structures

One additional scenario for wave penetration and agitation at Gateway Harbor will be explored using the numerical wave model MIKE 21 BW. This scenario incorporates two modifications to the geometry of the harbor structures:

- 1) Removal of the west wharf pier wall
- 2) Shortening of the east breakwater stub

This new scenario will be tested using MIKE 21 BW for two combinations of water level and wave height from one direction of incidence (total of 2 simulations). No other modifications than those related to the new geometry of the structures will be introduced to the already existing model setups.

Harbor agitation design criteria along with all other design boundary conditions will be a part of the discussion by the design team as we work towards the best design solutions. Harbor agitation design criteria will be included in the coastal analyses deliverables.

h. Value Engineering effort with URS team for Breakwater Designs

AECOM will participate in a value engineering effort that is targeted to optimize the breakwater cross section. This effort is not intended to further investigate breakwater structures that are significantly different than the current concept such as caisson or steel cell structures. The process will be targeted to maximize the efficient use and sizing of stone within the breakwater section from the perspective of constructability, quarry stone availability and pricing implications, and stability. For those portions of the harbor structures comprised of composite steel and stone structures, the AECOM and URS teams will discuss possible refinements to optimize these structures if possible also. The value engineering process will include meetings with URS and value engineering analyses.

i. Optional Additional Numerical Model Studies

A budget is provided for additional numerical model runs that may become necessary following discussions with the PBC and CPD team and after completion of the analyses discussed above. If the team collectively should decide that additional wave agitation analyses are warranted based on the results of the above work scope analyses, two additional wave agitation runs will be made with the numerical models for this harbor to further explore the wave agitation frequency and associated design boundary conditions for the perimeter structures and dock systems. Since it is not possible to completely know what the analysis results will be in advance, this optional budget is provided to accommodate the potential for additional analysis. This scope item is provided in response to comments provided in a letter from Baird dated June 25, 2009. It is not possible for the AECOM design team to commit to an unlimited modeling scope as suggested by Baird. Therefore, this optional budget is provided in the event that the final design

modeling and discussions with the various PBC and CPD team members indicates that more modeling will help with final design decision making and boundary condition development.

DHI, Inc. will perform many of the coastal engineering numerical modeling efforts for the design development phase of the project since these efforts will need to be completed very quickly given the fast track design schedule.

1.4 Upland Infrastructure Environmental Review and Soil Management Plan

AECOM understands that another consultant has been retained to conduct a Phase I & II Environmental Site Assessments (ESAs) of the project site. AECOM will evaluate the data compiled in the ESAs. Based on the analytical data, AECOM will prepare a Soil Management Plan for handling the soils during the proposed development of the site. Options for reuse on the property will be provided with details of the required engineered barriers. The plan will also include off-site disposal options in the event that excess material exists at the site that cannot be reused. The Soil Management Plan will be prepared in accordance with 35 Illinois Administrative Code 742. The intent of the plan will be to limit potential exposure to human health and the environment resulting from the subject material.

2.0 Construction Documents

2.1 General

2.1.1 Description of Project

1. Provide engineering and design services for the Chicago Gateway Harbor located on the south side of Navy Pier. The harbor will include approximately 400 slips. The harbor is centered on the existing Dime Pier and will be interconnected with Navy Pier. The harbor will include facilities for commercial and recreational boats.
2. The proposed Chicago Gateway Harbor area is located immediately adjacent to the south side of Navy Pier. The water body extending from the south side of Navy Pier to the existing Dime Pier to the south will be converted into a comprehensive marina facility. The existing dilapidated Dime Pier will be a central feature in this new harbor and will be rehabilitated into a modern pier structure that will serve as a central access structure and public gathering place in the midst of the new harbor.
3. Existing Conditions. The major existing structures in the project area include the following:
 - a. Dime Pier is a 2700 - foot long dilapidated structure comprised of a wood pile crib filled with rubble and stone. This structure is centrally located in the heart of the new harbor. The existing pier does not extend to land; therefore, it is essentially an island that has no access.
 - b. The south side of Navy Pier was rehabilitated during the 1990's as part of an overall Pier restoration project. This side of the pier will form the northern bounds of the proposed enclosed harbor area. The wall now includes a stone fill that extends to the top of the pier, and a relieving platform extends out on piles into the water providing a mooring place for commercial boats.

- c. The west end revetment structure south of Navy Pier and on the west side of the proposed harbor is comprised of a vertical wood lagging Wakefield wall that is capped with a 6 foot square concrete structure. This wall will be used in its current configuration to form the west side of the harbor; however, the south 150 feet of the wall will be encapsulated in a new fill.
 - d. The Chicago River mouth north wall (North Pier) is comprised of an old stone filled wood crib wall encased in a steel sheet pile cell with a concrete cap will remain in its current condition. However, a fill will be placed against the north side of the wall as part of a fill that will extend for a distance of approximately 480 feet.
 - e. The Chicago River lock walls exist south of the proposed harbor and harbor entrance structures.
 - f. The federal breakwater that forms the perimeter of Chicago Harbor on the north and east sides exists east of the proposed harbor.
 - g. The Metropolitan Water Reclamation District Basin Wall that contains four sluice gates is located between the Chicago River Lock North Wall and the North Pier on the north side of the Chicago River Mouth. The sluice gates are located in the southwest corner of the proposed guest harbor. These sluice gates are reportedly used as a second line of defense when the course of the Chicago River is reversed to flow to the east during periods of high river levels.
 - h. The north side of Navy Pier is comprised of a relieving platform on piles. A vertical wall fronted by armor stone exists under this platform similar to the south side of Navy Pier.
4. Project Elements. The major project elements include the following:
- a. Dime Pier access – The existing dime pier is dilapidated and has not been accessible to the public for many years. There is a 500 foot water gap between the west end of the pier and land. A new lake fill will be constructed on the west end of the pier to provide access. This fill area will have a ground surface elevation of 8.0 LWD with dimensions of 480 feet from east to west, and 140 feet from north to south. The lake bed fill coverage will comprise 1.5 acres. The below water fill will be clean crushed stone or crushed concrete, and the above water fill will be a clean general fill. In addition to providing access to dime pier, this fill will enhance the existing adjacent park spaces to the west.
 - b. Dime Pier rehabilitation – The existing dime pier has experienced significant deterioration. The pier will be encapsulated with new steel sheet pile walls and will be topped off with a concrete deck at elevation 8.0 LWD. The sheet pile walls will be driven as close to the existing timber piles as possible, and the distance of approximately one foot between the old and new walls will be filled with clean stone and general fill. The lakebed surface to be covered by this fill will be approximately 0.2 acres. Clean armor stone will be placed on the south side of the pier to provide scour protection for the east end of the pier for a distance of approximately 1,000 feet. The armor stone will cover approximately 0.5 acres of the lake bed.
 - c. Dime Pier demolition – A small portion of the east end of the dime pier will be removed. The removal will extend down to near the lakebed.

- d. North and South harbor Breakwaters – A new 600 foot long breakwater will be constructed at the midpoint of dime pier. This structure will form the east perimeter wall of two new harbor areas. The breakwater will be constructed of armor stone with a steel and concrete embedded pier.
- e. Harbor Entrance Breakwater Structures – The harbor entrance area will include one stub groin/breakwater structure. This structure will be constructed entirely of stone.
- f. Floating docks – the two harbor areas will include the placement of a number of floating docks. These docks will be connected to the fixed pier structures with ramps and floating header docks. The design of the docks and associated anchorage systems will be performed by others and are not part of this contract.
- g. North Side of Navy Pier Docks – A new relieving platform and floating docks may be constructed adjacent to the existing Navy Pier and the west end revetment wall in the future by others. The design of these docks is not included in this contract.
- h. Three new boat landing piers, two with wave battle walls, will be constructed on the south side of Navy Pier to the east of the new North Harbor Breakwater.

2.2 Services

2.2.1 Description of Services

1. General. Prepare final Plans and Specifications (P&S) for the construction of the Chicago Gateway Harbor Project. In addition to the P&S, provide a construction cost estimate (CCE) for the project and a detailed design analysis of the project features. Obtain a City of Chicago Harbor Permit. This effort includes meetings with the City of Chicago and Park District permitting engineer, the production of hand calculations supporting the project design, and the resolution with the City permitting engineer any questions he has about the subject project's design. The Harbor Permit is required before construction can start. OUC coordination will also be accomplished. Project decisions, City of Chicago and Park District agreements, and design assumptions, and other required information shall be applied to this set of P&S as applicable and appropriate.
2. Reviews. Submit the project P&S for review at the 60%, 90% and 100% completion levels to be completed prior to the final submittal. The design analysis (DA) shall be submitted at the 60% review level and finalized at the 100% review level. Address comments generated by the CPD and PBC during the review process and provide written responses to these comments.

2.2.2 Scope of Services

1. Deliverables. Provide the following deliverables except as noted otherwise:
 - a. Subsurface exploration, soil testing, and geotechnical evaluation:
 - i. A subsurface exploration, soil testing and evaluation were performed by GeoServices, Inc. (GS) during the fall of 2007. A geotechnical engineering report is available for review. An

additional exploration and report will be completed for the final design phase by GS (see BASE WORK Scope for GS) for Gateway Harbor.

- b. Below Water Dive Observations, and Report:
 - i. Underwater dive and above water observations were completed for Dime pier during the fall of 2007. Underwater observations are correlated to stationing along this pier.
- c. Bathymetric and Land Surveys:
 - i. Bathymetric Surveys have been completed by EDI during late winter of 2008. Data from this survey and a lake bottom contour map are available in electronic format. AECOM will compile a consolidated base map for the project area and adjacent areas to the level of detail required to complete the design documents.
- d. Analysis and Design:
 - i. Produce a site-specific Design and Analysis (DA) document. The DA shall include design and analysis of the geotechnical, structural, park flooding and coastal elements for the project's P&S. Perform all site-specific analysis and design using City, Park District and COE design criteria, or industry criteria if City/Park District/COE criteria are unavailable, that are applicable to Civil Works projects. Analysis and design requirements for each design discipline are outlined in Appendices B, C, and F of this proposal. Analysis requirements for coastal engineering are provided in the Design Development portion of this proposal. Design "foundation" issues that will affect and determine the final design of the harbor structures, and that will be discussed at the beginning of the design process with PBC/CPD, include the following:
 - 1. Serviceability/survivability of the proposed coastal structures
 - 2. Risk/benefit discussion to support the selection of appropriate design criteria for the engineering work.
 - ii. The DA shall include both calculations and descriptive narratives. One design analysis report will be produced for each technical discipline.
 - iii. Perform all site-specific civil design required to complete the P&S. Civil design requirements are outlined in Attachment D of this SOW.
- e. Plans. Prepare a detailed set of plans for the bidding and construction of the project. Plans shall be produced in accordance with Attachment A.
- f. Specifications. Prepare contract specifications for the bidding and construction of the project. Specifications shall be produced in accordance with the deliverable description detailed in paragraphs 3 and 4 of Attachment A.
- g. Construction Cost Estimate. The AECOM shall complete the construction cost estimate (CCE) in accordance with requirements detailed in Attachment E.
- h. Quantity Estimates. The AECOM shall complete quantity estimates in accordance with the requirements detailed in Attachment E.

- i. AECOM shall provide copies of the plans at the 60%, 90%, 100% and final completion stages.

2. Coordination:

- a. Conferences and Meetings. All conferences and meetings in addition to those specifically included in listed task items shall be held at the Chicago Park District offices unless otherwise indicated.
 - i. The AECOM shall attend one pre-design conference. The AECOM shall have reviewed all information furnished by the Park District and PBC, and shall be prepared to discuss any outstanding issues at the conference.
 - ii. AECOM shall attend an on-board project review meeting held shortly after the 60%, 90% and 100% submittals. During the meeting, significant review comments on the submittal shall be discussed and resolved.
 - iii. Four Miscellaneous Meetings with Chicago Park District/PBC team staff.
- b. Utility Remediation or Relocation. AECOM shall conduct the following Utility Remediation or Relocation effort prior to and during preparation of plans and specifications:
 - i. Verify with the owners the existence and the physical and operational conditions, of the utilities that could interfere with the construction work to be designed under this contract.
 - ii. Identify the degree of impact these utilities have upon the construction work and the degree of impact the construction work has upon the utilities.
 - iii. Determine in coordination with the utility owners and in coordination with the City and the Chicago Park District, a preliminary concept for the relocation and remediation of utilities found to interfere with the construction work.
 - iv. Provide at the Initial Submittal a Utility Coordination Summary Report that identifies and describes the utilities.
 - v. Provide at the Pre-Final Submittal a final Utility Coordination Summary Report that includes the paragraph (4) requirements and also identifies the date of concurrence with the utility and the name and telephone number of the utility's point of contact, and state if the relocation/remediation work needs to be performed before the start of construction or if it can or should be done during construction. The report shall also include all correspondence, meeting reports, and telephone records of the work listed in paragraphs (1), (2), and (3) above.
 - vi. Review and comment on submittals and shop drawings issued by the utility company for the proposed utility relocations. Incorporate into the design those measures determined to be necessary to accommodate all required relocation/remediations.
- c. The Board of Underground process will involve the following steps:
 - Submit request for information retrieval.
 - Submit informal drawing set prior to facility protection review.

- Submit for facility protection review.
- d. IDOT Permits Coordination. The AECOM shall be responsible for identifying and coordinating haul routes, road restrictions, permits, and other special restrictions and requirements with IDOT.
- Specifically:
- Determine restrictions on haul routes between the project site and disposal areas.
Determine the requirements the construction contractor must meet to obtain road use permits.
3. Contract Award. AECOM shall prepare all amendments to the final drawings that pertain to their final plan development effort. The following construction efforts are not included in this project phase: Pre-Bid meeting, response to contractor questions during the bid period, bid proposal reviews, bid tabulation preparation, and recommendation of award preparation and other issues related to the final drawings and specifications. Construction engineering input during construction including submittal reviews, contract document interpretation, and other construction support activities are also not included in the work scope. These items are included in the Construction Engineering proposal submitted under separate cover.
4. Harbor Permit. A Harbor Permit will be obtained from the City of Chicago before construction begins. The permit submittal effort shall be accomplished after the P&S are complete and prior to award of the construction contract. The permit effort covered by this scope of work shall include the following:
- a. Attend meetings with the City of Chicago Permitting Engineer to determine Permit Requirements and to resolve any questions the Engineer has on the project design.
 - b. Calculations supporting the design. The load cases and features to be supported by the hand calculations shall be determined after meeting with the City of Chicago Engineer responsible for Harbor Permits.

AECOM shall attend an informal coordination meeting at the 60% submittal level, and will make the formal harbor permit submittal at the 100% submittal stage.

2.3 Submittals

2.3.1 Database Information

1. Subsurface Exploration and Geotechnical Analysis Summary Report.
2. Bathymetric Survey and upland base map information.
3. Numerical modeling reports.
4. Design Basis Computations

2.3.2 60% Submittal

AECOM shall submit drawings, specifications, preliminary quantities and cost estimates to the 60% level of completion for review. AECOM shall also submit copies of the Specifications, copies of select 100 percent draft sheets for OUC review. Finally, design analysis reports shall be provided.

2.3.3 90% Submittal

AECOM shall submit drawings, specifications, preliminary quantities and cost estimates to the 90% level of completion for review. Design analysis reports shall be provided to the 90% completion stage.

2.3.4 100% Submittal (Pre-Final)

1. 100% Submittal (Pre-final): AECOM shall submit the completed drawings, technical specifications, quantities, current cost estimate, construction duration, and a bidding schedule. All review comments made up to this point shall be incorporated. The Pre-Final submittal shall consist of the following:
 - a. PLANS: The completed Plans shall consist of the cover sheet with vicinity and location maps, the index sheet(s), all plans and profiles with strip logs, and all appropriate detail sheets and boring logs that will be in the final set completed to a 100% level.
 - b. SPECIFICATIONS: AECOM shall copies of the completed Specifications.
 - c. DESIGN ANALYSIS: The final Design Analysis shall be submitted. It shall be complete, checked, and all review comments shall be incorporated or resolved.
 - d. QUANTITY AND COST ESTIMATES: AECOM shall submit copies of the completed Quantity and Cost Estimate.
 - e. COMMENTS: AECOM shall submit two (2) sets of review comments and responses. One (1) set shall be in a digital format and the other shall be a hard copy. The responses shall indicate concurrence by AECOM, or, in the case of non-concurrence, a brief explanation will be provided as to why the comment was not incorporated.

2.3.5 Final Submittal

1. Final Submittal: AECOM shall submit the Final plans and technical specifications, quantity and cost estimates, construction duration and bidding schedule to the CPD and PBC after incorporating all comments. The Final submittal shall consist of the following:
 - a. PLANS: AECOM shall submit copies of the Final Plans.
 - b. SPECIFICATIONS: AECOM shall submit copies of the Final Specifications.
 - c. QUANTITY AND COST ESTIMATES: AECOM shall submit the Final Quantity and Cost Estimate.
 - d. COMMENT RESPONSES: AECOM shall submit two (2) sets of review comments and responses. One (1) set shall be in a digital format. The responses shall indicate AECOM's concurrence, or, in

the case of nonconcurrency, brief explanations of why comments are not incorporated in the Final Submittal.

- e. DESIGN REPORTS: Submit the Final Design Analysis Reports.

2.4 Additional Design, Exploration and Construction Document Preparation Services

2.4.1 Anchor Pile Design

The scope of services will include the design of the pile foundation system for the floating infrastructure in addition to the dolphins, navigation piles and boat landing piers. LPile and wave equation analysis (WEAP) will be performed for each pile type. Design drawing and specifications will also be provided. We will prepare drawings for the Office of Underground (OUC) submittal as well as submit the permit application to the City of Chicago OUC. The design does not include the cost of additional soil borings if the City should request these. One or more load tests may be required by the City of Chicago as part of the final permit. We have included observation and test evaluation for three (3) load tests. Any such test(s) would likely be conducted on land with the use of predrilling or casing to reduce the contribution of soils that are not in the typical profile for the service piles. We have not included the cost of the actual load test(s) – such tests will be arranged, compensated for and coordinated by the URS team.

2.4.2 Upland Infrastructure Geotechnical Engineering and Exploration

We will perform a total of two (2) soil borings to a depth of 8 feet below grade for future utilities trenches. Laboratory testing including moisture content and hand penetrometer testing will be performed on obtained samples. Formal boring logs will be provided.

2.4.3 Navigation Light Design

AECOM will prepare the structural and civil engineering design for a navigation light at this harbor. This light will be a standard light similar to one recently constructed at Montrose Harbor. Electrical engineering will not be included in our work scope. If a more comprehensive or complex navigation light is required, the additional costs are not included in this work scope. Navigation light design will be coordinated with and satisfy USCG requirements.

3.0 Permit / Bidding and Negotiations

Assemble and review all Bid Documents required, including drawings and technical specifications. AECOM will review and accommodate the requirements of the existing PBC front end contract documents. Our work scope does not include services related to preparing the front end specifications.

- A. ADDENDA – input to addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

- B. **BIDDER COORDINATION** – input to responses to bidders' questions during the bidding period.
- C. **PRE-BID MEETINGS** – attend two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.
- D. **BID EVALUATION** – Review bids and input to evaluation and recommendation for award.
- E. **CONSTRUCTION SET** – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

4.0 Construction Engineering

4.1 General

In the interest of improving the quality of construction, to minimize cost and time growth, and to ensure continuity between the design phase and the construction phase of the subject project AECOM shall perform Engineering During Construction (EDC) services. This Scope of Work (SOW) covers the services required of AECOM for the subject project EDC effort.

The construction work limits for this EDC work order at Chicago Gateway Harbor include:

- Lakefill at west end of harbor,
- DIME Pier rehabilitation,
- Stone breakwater structures that form the east limits of the harbor and the harbor entrance structures,
- Three Navy Pier boat docks and wave barrier walls.

As the design engineer of record, AECOM will provide engineering services during construction to support the PBC construction administration team. These services will include high level engineering input from our principal design team, and periodic site visits and attendance at meetings.

4.2 Scope of Services

4.2.1 General

AECOM shall be responsible, as a minimum, for addressing requests for high level engineering technical assistance from the field, reviewing submittals, engineering support required during construction and through periodic site visits to observe that the intent of the design is being reflected in the construction of the project.

4.2.2 PreConstruction

AECOM shall complete the following preconstruction efforts:

- Pre-bid meeting
- Responses to contractor questions during the bid process
- Bid proposal reviews and tabulation
- Recommendation of award input

4.2.3 Review and Approve Submittals

AECOM shall be responsible for the review, approval, and coordination of submittals that the Contractor must provide for approval as outlined in the specifications. If a submittal is rejected or sent back for resubmission, AECOM shall check the resubmitted item(s) until it is finally approved. AECOM shall submit their review to the Construction Administrator (CA) within 14 calendar days of receipt of the submittal.

4.2.4 Site Visits

AECOM will perform a number of site visits by our principal design team when needed to clarify or investigate design issues. The first category of site visits is planned visits that will be performed by AECOM to coincide with significant and or special stages of construction. The second category of site visits is "As Needed" visits. These visits are generally required to provide additional engineering effort at any point in the construction contract.

1. AECOM senior design staff shall perform planned sites visits during the course of construction to monitor construction with respect to compliance with the plans and specifications.
2. AECOM shall perform "As Needed" site visits as requested by the CA. These visits will be scheduled at the request of the CA or Client to aid in resolving various construction problems as they arise. These visits supplement the basic design work order requirements. The "As Needed" site visits are required for but not limited to:
 - a. Resolve questions regarding design that arise during construction.
 - b. Address changed site conditions.
 - c. To gather technical input from the contractor and other sources in the resolution of major contract disputes.
 - d. Obtain information for and assistance in evaluating Value Engineering proposals.
 - e. Address any other significant design and/or construction questions that arise during construction.
3. AECOM shall be required to prepare a trip report for each visit and furnish it to the CA within five days of the visit.

4.2.5 Technical Assistance Requests (TAR)

TAR are requests for assistance prepared by the CA or Client during construction. There are three levels of TAR:

1. **Level 1 TAR.** A Level 1 TAR is initiated by a phone call or email request for assistance from the field and typically requires approximately two man-hours to resolve. The response to the TAR shall be written as an email or memorandum to the CA or Client. The CA will furnish copies for distribution to other applicable parties.
2. **Level 2 TAR.** If complete resolution of the problem, including the written response, takes more than approximately two man-hours then the TAR will be classified as a Level 2 TAR. A Level 2 TAR is generally initiated by a verbal or written request for technical assistance from the CA or Client or may evolve from a Level 1 TAR. A Level 2 TAR generally requires approximately two man-days to resolve. Actual time may be more or less than this estimate. The response to the TAR shall be a written memorandum to the CA. The CA will furnish copies to other applicable parties.
3. **Level 3 TAR.** If resolution of the problem requires a modification to the Construction Contract resulting from increased construction cost or time, the TAR shall be classified as a Level 3 TAR. A Level 3 TAR is a request for technical assistance that requires a modification to the Construction Contract to resolve. A Level 3 TAR response includes preparation of all construction contract documents and cost estimates necessary to issue a modification to the Construction Contract. A Level 3 TAR will not be initiated without prior discussion and agreement with the Client and CA. In no instance shall AECOM proceed with the work on a Level 3 TAR until a mutually acceptable level of effort has been negotiated and a Notice to Proceed (NTP), executed by the Client, is received by AECOM. If the agreed upon level of effort can be accommodated within the contract budget, an e-mail notice to proceed from the Client or CA will be sufficient to mobilize the TAR 3 effort. If the level of effort needs to be higher due to an unusual and unforeseen situation, and if it is in the best interest of the Owner to have AECOM involvement beyond the normal work scope, a formal change order will be required. Each Level 3 TAR response shall include 5 full sized copies and 5 half-sized copies of revised drawing sheets, and 5 copies of the revised specification sections.
4. **Initial Response.** AECOM shall provide an initial verbal response to each TAR, which shall include:
 - a. A date and time for a site visit if a site visit is required.
 - b. Questions to the CA necessary to clarify the problem.
5. An AECOM response to each field problem shall not exceed 1 business day from receipt of a Level 1 TAR or 10 business days from receipt of a Level 2 TAR. If a Level 3 TAR is required. AECOM shall immediately notify the CA and Client to arrange a due date for the response. In most instances shall the revised drawings, specifications and bid schedule be received by the CA and Client will be completed within 20 calendar days from receipt of the NTP for a Level 3 TAR.

AECOM will be present periodically in the field as needed to provide high level engineering construction observation and support to the CA and Client. AECOM senior design staff will attend significant field status meetings and observe construction status and specification compliance during these field efforts.

4.3 Harbor Dock Anchor System Construction Services

4.3.1 Construction Engineering for Anchor Piles

We propose to note the equipment and procedures used to advance the piles to the desired depth and compare these procedures to those submitted by the contractor.

The following will be recorded during pile driving:

1. Pile location
2. Installation equipment used and identifying number
3. Initial length of pile
4. Pile tip elevation (required/actual)
5. Observation of splices
6. Pile cut-off elevation (required/actual)
7. Final pile length
8. Calculate the pay length
9. Design pile capacity
10. Blow counts

We will submit an individual record of each pile with our Daily Field Reports summarizing the services performed. We will also perform PDA field testing and a CAPWAP analysis for each pile type.

We will observe the construction of $\frac{1}{4}$ of the cable anchors constructed at the site. We will record the as-built size of the anchor.

We also propose to provide a Technician to perform the following services for concrete anchors:

- Check ready-mix truck ticket for approved concrete mix number
- Test consistency (slump) of fresh concrete for each set of cylinders cast
- Perform air content tests for each set of cylinders cast for air entrained mixtures
- Measure concrete and ambient temperatures at placement time for each set of cylinders cast
- Record batch-to-placement time
- Per ACI 318, cast a set of 4-inch by 8-inch compressive strength specimens consisting of 5 cylinders for 100 cubic yards, or fraction thereof, so that 1 cylinder can be tested at seven days and 3 cylinders tested at 28 days. The remaining cylinder will be held in reserve in case additional testing is required. Initially cure

the cylinders on-site, and then transport the cylinders to our laboratory the following workday for moist curing and subsequent testing

4.3.2 Construction Engineering for Lake Fill and Building Foundations

During structural fill placement and compaction of the Lake Fill area, approximately 140 feet by 480 feet; we propose to observe the placement and compaction of the fill material. We understand the fill will be placed up to approximately +4 L.W.D. and compacted dynamically. We have assumed the remaining fill will be placed using conventional methods (loose lifts and compacted with vibratory steel drum roller). We will obtain from the project site samples of the proposed fill for laboratory testing consisting of a modified Proctor in accordance with ASTM D1557. We will also perform in-place density testing of the engineered fill using a nuclear moisture-density gauge or Dynamic Cone Penetrometer (DCP).

During foundation excavation and footing construction for the restaurant building, we propose to perform the following services while present on-site:

- Observe and test representative portions of the soils at the base of spread foundation excavations to determine if they are consistent with the requirements of the Contract Documents.
- Observe and test fill soil placement for compaction during backfilling along foundations. Representative portions of the structural fill soils will be tested to determine the degree of compaction achieved. Field density test will be performed using a nuclear density gauge in general accordance with ASTM Specification D2922.
- Observe and test representative portions of the cast-in-place concrete for foundations at the frequencies required in the Contract Documents. Concrete testing will include measurement of slump, concrete and air temperature, entrained air content (for air entrained mixtures), and casting of compressive strength test cylinders.
- Deliver concrete test cylinders to our laboratory for moist curing and compressive strength testing in general accordance with ASTM C39. The test results for the individual cylinders will be submitted as they become available.

4.4 Upland Infrastructure Construction Services

4.4.1 Earthwork and Pavement

During subgrade preparation, structural fill placement and compaction of the sub-base materials, we propose to observe subgrade soil at design elevation or prior to fill placement to evaluate if unsuitable soils, organics, topsoil, or other materials determined to be unsuitable have been removed. We will observe proofroll of the subgrade areas for evidence of deflection and/or rutting and provide recommendations to improve unstable or unsuitable soil. We will obtain from the project site samples of the proposed fill, backfill and aggregate base course for laboratory testing consisting of a modified Proctor in accordance with ASTM D1557. We will also perform in-place density testing of the engineered fill using a nuclear moisture-density gauge or Dynamic Cone Penetrometer (DCP).

For any bituminous concrete pavements we will observe the contractor's stringline for comparison of the prepared subgrade and finished grade to the required (design) total pavement thickness. We will perform in-place density tests on the aggregate base course. Testing will be performed using conventional nuclear moisture-density gauge or Dynamic Cone Penetrometer (DCP) testing techniques at the frequency required in the specification. We will also check the delivery and mat temperature of the bituminous concrete mixes during paving operations and estimate degree of compaction of the bituminous concrete mixture using a nuclear-density gauge. We have assumed the earthwork and pavement activities will be completed within a 3 week duration.

5.0 Construction Administration Support

5.1 General

AECOM shall support the Construction Administration process to be performed by others, and shall fully coordinate this work with services provided by the AECOM design engineer of record who will be performing "Engineering During Construction" services as outlined above. This Scope of Work (SOW) covers the services required of AECOM for the subject project CA support effort.

5.2 Scope of Services

The AECOM project manager or his designated representative shall attend one meeting each week with the Construction Administration team at the field trailer. We will also perform a field observation for each site on one day each week. We will have our Project Manager or his Project Engineer attend the weekly meeting. The field observations will be accomplished by either the Project Manager or a Project Engineer as appropriate for ongoing site activities.

The AECOM project manager shall pull in senior design staff from our Construction Engineering team when necessary. We shall request their involvement at appropriate intervals or to address significant construction engineering issues that may arise. We shall record meeting and field observation notes for each meeting and site visit.

Attachments

- Attachment A Drawings and Specifications
- Attachment B Geotechnical Design
- Attachment C Structural Design
- Attachment D Civil Design
- Attachment E Cost Estimate and Quantities
- Attachment F Hydraulic Engineering Design Analysis

Attachment A

Drawings and Specifications

Drawings and Specifications

1.0 Drawings

1.1.1 Plans

1. General. AECOM shall prepare a set of plans (state plane NAD83 system) that will be used as a part of the construction contract documents. The plans shall consist of a cover sheet with vicinity and location maps; an index, abbreviations, standard symbols sheet; plans and profiles; and appropriate detail sheets. Design changes necessitated by changed site conditions, identified betterments, omissions from the furnished recommended designs, or an approved Value Engineering study, shall be coordinated with and approved by the Chicago Park District prior to incorporation. Plan sheets shall be subdivided into General, Civil, Structural, and boring logs. Plan sheets shall be adequately and clearly cross-referenced within the subdivisions and between the subdivisions. Redundancies shall be avoided. All sheets shall utilize a drawing border as requested by CPD/PBC.
2. Plan Requirements. All drafting work (linework and lettering) shall be laid out and plotted neatly. At a minimum, all drawings shall:
 - a. The latest version of CADD software to be preapproved by the CPD/PBC shall be used to prepare drawings.
 - b. The full-size sheet shall be 22 x 34 inches. The half-size sheet shall be 11 X 17 inches. The CPD/PBC can provide the drawing border in DGN format in the appropriate size, or AECOM will prepare the border. The drawing size selection should be confirmed when the project is mobilized. Once selected, the same sheet size shall be used for all project drawings.
 - c. At the time of final submittal, the Engineer shall furnish one record copy of the CADD standards that were used to prepare the drawings. The standards will identify specific level assignments and other settings that were used.
 - d. At the time of final submittal, the Engineer shall furnish one record copy of the pen tables that were used to prepare the drawings.
 - e. The north arrow on plan sheets shall be pointed toward the top or left of the sheet. The drawings shall show all elevations in feet above the Low Water Datum (LWD).
 - f. Appropriate labels such as "Lake Michigan", "Baseline", "B.M.", "T.B.M.", and notes covering Datum reference plane, and date of survey shall be shown on the drawings. New grading shall be indicated by slope symbols. A legend shall be provided on the Index Sheet to define all symbols.
 - g. A Sheet Index that lists each sheet number and sheet title in the plan set. The Sheet Index shall follow the cover sheet.
 - h. Horizontal and/or vertical graphic scales shall be shown for every plan, section or detail on the drawings.
 - i. Separate sheets shall show the complete boring logs for this project. Strip logs shall be shown on the profiles at the location of the borings.

2.0 Technical Specifications

2.1 Specifications

1. The Engineer shall prepare the entire specification package including front end and project technical specifications that will be used as a part of the construction contract. The technical specifications shall be prepared in accordance with the Construction Specifications Institute (CSI) 1995 format.
2. The Engineer shall prepare a narrative description of work that will be included in the Invitation for Bids.
3. The Engineer shall prepare a Bidding Schedule that will include construction quantities and units and be used in Section 00010.
4. The requirements of 13-32-125 in the new City of Chicago construction or demolition site waste recycling Ordinance associated with construction site cleanliness, including requirements for opaque fabric meshing (wind screen fence), will be included in the fence specification section.
5. For the final submittal, the Engineer shall furnish files for the entire specification in PDF except those noted to be in Microsoft Word 7.0 format. The files shall be furnished on CDROM.

3.0 Final Documents

Following award of the construction contract and prior to issuance of the NTP, the Engineer shall prepare a Contract set of P/S. The requirements of this work are listed below:

1. Revise specifications to include all amendments and the award information provided by the Chicago Park District.
2. Identify the TITLE SHEET of both the plans and specifications with the words "CONTRACT DOCUMENT - MONTH YEAR" in bold type.
3. Include the Specification Number on the Title Page and each page of the plans.
4. Provide a CD-ROM of the Contract Drawings and Specifications. The specifications shall be in Word and the drawings shall be in DGN format.

Attachment B

Geotechnical Engineering Design Analysis

Geotechnical Engineering Design Analysis

1.0 General

The proposed harbor improvements will include reconstruction of Dime Pier to be comprised of an encapsulation of the existing pier with sheet pile walls and a concrete deck surface. A lake fill will be constructed adjacent to the North Pier of the Chicago River Entrance Channel. The lake fill will tie the reconstructed Dime Pier to the mainland to the west. A sheet pile wall restrained by batter piles will contain this fill. The mouth of the new harbor areas will be protected by a new added breakwater. This new structure will consist of twin sheet pile walls tied together and backfilled with stone. A concrete deck will be cast on the surface of the backfill. A stone breakwater will be constructed on the east side of this structure to provide wave protection. Three pile supported relieving platform\docks will be constructed on the south side of the existing Navy Pier.

2.0 Description of Work

1. Perform all the Geotechnical analysis and design required to complete the project P&S. This effort shall be incorporated into the project DA.

3.0 Specific Items of Work

1. The following items shall be considered when completing the geotechnical portions of the project DA:
 - a. Geology of the project area
 - b. Subsurface investigations performed and information pertinent to this project area including geophysical surveys.
 - c. Laboratory and in-situ tests performed in the project area
 - d. Subsurface conditions, soil parameters and extent for each layer, and depth to bedrock in project area. Appropriate subsurface profiles will be developed to depict these conditions.
2. The geotechnical analyses required to support the design analysis shall include or address the following:
 - a. Slope stability analyses of the offshore and stub breakwaters and lake fill land mass considering End-of Construction, During Construction, and Long Term Conditions.
 - b. Settlement analyses to determine total settlement of the stone fills bearing on the lake bottom and the impact of the settlement on structures supported in the fill.
 - c. Soil strength parameters to be used for structure design
 - d. Materials for soil and stone fill, geotextile fabric, and erosion control materials as required for the breakwaters and lake fill land mass. Evaluate materials for compatibility, constructability and availability in relation to the quantities required for this project area.
 - e. Batter and vertical pile capacity.
 - f. Stability analyses of East Harbor Pier Structures for End-of-Construction, During Construction without the toe berm, Long Term Conditions with and without wave trough loading.

4.0 References

1. Utilize Corps of Engineers design manuals to the maximum extent possible in the preparation of this design. Recommended references are:
 - a. EM 1110-2-1902, Stability of Earth and Rock-Fill Dams
2. Previous investigations and other reports related to this project include:
2. STS Consultants, Ltd. (November 1991), Geotechnical Engineering Report for the Proposed Navy Pier Redevelopment, Chicago, Illinois, prepared for VOA
3. Patrick Engineering, Inc. (April 2005), Geotechnical and Structural Design Analysis for The Chicago Harbor Lock Barge Loading Facility, Chicago, Illinois, prepared for the U.S. Army Corps of Engineers Chicago District
4. GeoServices, Inc. (December 2007), Geotechnical and Laboratory Testing Data Compilation Report, Gateway Harbor, Chicago, Illinois, prepared for STS
5. GeoServices, Inc. 2009 Exploration Results (not yet completed). Appendix H provides work scope.

Attachment C

Structural Design Analysis

Structural Design Analysis

1. Include results of any field investigations and design computations made to determine the integrity of existing and proposed structures.
2. Explain slabs, piers and waterfront structure alternatives, structural systems, and components considered and the justification for selecting the component or system.
3. Include the following computations:
 - a. Computations for all steel members.
 - b. Computations for all concrete members.
 - c. Computations for all piling and foundation design.
 - d. Stability computation of all pier and retaining wall structures.
4. A summary of the results of the stability and structural analysis and design of relieving platforms, sheet pile walls, slabs and other water front structures shown on the drawings.
5. A summary of loads and load cases considered.
6. A summary of Soil profiles, Soil strength parameters, and foundation considerations.
7. A summary of Factors of safety used in the stability analysis.
8. Documentation of any proposed deviation from COE criteria.
9. References, Design standards, Engineering Manuals, computer programs, etc. used in the analysis.
10. All computer program output used in the design of any or all the structural elements.
11. Submit hand calculations/analyses detailing several design cases for the revetment wall if the wall analyses are done by computer program. These hand calculations are required to obtain the permitting required by the City of Chicago and Chicago Park District to build the project.
12. The deliverable shall be in form of design memorandum with all assumptions, analysis summaries and copies of checked computations that support the design drawings and technical specifications.
13. Prepare design sections, details and drawings showing the structural systems.

References:

1. Engineer shall utilize Corps of Engineers design manuals to the maximum extent possible in the preparation of this design. Recommended references are:
 - a. EM 1110-2-2104, Strength Design for Reinforced Concrete Hydraulic Structures, 1992.
 - b. EM 1110-2-2105, Design of Hydraulic Steel Structures, 1993.
 - c. EM 1110-2-2504, Design of Sheet Pile Walls, 1994.
 - d. EM 1110-2-2906, Design of Pile Foundations, 1991.
2. Engineer shall use the latest American Concrete Institute (ACI) and American Institute of Steel Construction (AISC) Steel Codes for design and construction of concrete and steel structures, respectively.

Attachment D

Civil Design

Civil Design

1.0 Description of Work

1. The Engineer shall perform the civil design for the Harbor Project. All vertical and horizontal control as well as mapping for the extent of project has been established. The Engineer shall reference all work to established control and mapping. Use the data provided to the fullest extent possible in preparing designs, alignments, layouts, quantity takeoffs, and real estate requirements. All analyses, design, Computer Aided Design and Drafting (CADD), real estate and technical writing work will be completed using the applicable Civil Works design criteria and references provided in this scope of work. Design activities required to accomplish project requirements and site development include the following:
 - a. Identify as-built features.
 - b. Identify and determine utility locations, relocations, and remediation.
 - c. Develop optimal structural alignment and revetment layout.
 - d. Prepare landscape, drainage and grading plan.
 - e. Calculate material quantities, discuss material descriptions and present placement methods.
 - f. Establish work and construction limits including staging, storage and access.

2.0 Specific Items of Work

1. Identify and present as-built features and existing conditions of the shoreline. Determine types of existing structures and their components used to protect the shoreline such as bulkheads, wood piles, stone blocks, step stones, toe stones, etc. Determine dimensions, elevations, and material composition. Describe the current condition and deterioration of existing structures and structure components.
2. Identify existing utilities, determine relocations and/or remediation. Existing information shall be obtained from the Chicago Park District, City of Chicago, IDOT, OUC, other private utility owners and the preliminary utility survey.
3. Set the alignment of the new structures based on existing structure, existing conditions and locations of support features of the proposed structures. Optimize based on driving line conditions and the balance of cut and fill material.
4. Identify and discuss demolition/removal of existing structures and the reuse of existing material where possible.
5. Develop the site layout, landscape, drainage and grading plan. The site layout shall define and label all features of the existing terrain. The drainage and backshore grading plan shall be designed to adequately convey wave overtopping to appropriately designed outlets while protecting the park areas. Landscaping shall incorporate Chicago Park District requirements.
6. Estimate material quantity take-offs and provide description of materials and placement methods. Quantity take-offs shall include, but not be limited to clearing and grubbing, stripping, demolition/removal of existing structure, stone fill, earth fill, recycled stone, toe stone, topsoil, seeding, erosion control fabric, and debris disposal. The Engineer shall estimate all construction quantities using available hydrographic, topographic

and existing condition survey data. Quantities will be presented clearly and cross-referenced to the drawings and applicable features where appropriate.

7. Determine and present project work limits. Work limits shall be developed to maintain public access, recreation, and safety during construction.
8. The Engineer shall use IDOT Specifications as appropriate.

3.0 References

1. The following list of criteria and design manuals is not intended to be all-inclusive, but specifies only those items of specific COE criteria. Other publications and texts generally used as standards for design (such as publications of ASCE, ASME, AISC, AREA, ACI, AASHTO, IDOT, Hydraulic Institute, and others) shall be used where applicable.
 - a. EM 1110-1-1807 Standards Manual for U.S. Army Corps of Engineers Computer Aided Drafting and Design (CADD) Systems; Volumes 1-4; (July 30, 1990).

Attachment E

Cost and Quantities

Cost and Quantities

1.0 Estimates

1. Cost Estimates. The Engineer shall compute an opinion of probable Construction Cost Estimate. A preliminary cost estimate will be developed at the 60% design level. At the 100% plans and specifications level, a detailed cost estimate opinion shall be prepared. The construction cost estimate shall reflect the in-place cost of the final design, and the estimated costs shall be converted into a unit price/lump sum basis as appropriate for the bid schedule.
2. Quantity Estimates. The Engineer shall compute all construction quantities, including quantities for work that may be bid as lump sum items. All computations necessary to support the bid schedule quantities, and supporting lump sum bid item work quantities, shall be submitted to the City in a report format. Separate quantity computations shall be completed for each bidding schedule item, presented clearly, and cross-referenced to the bid schedule, drawings, and applicable feature designation where applicable.

Attachment F

Hydraulic Engineering Design Analysis

Hydraulic Engineering Design Analysis

1.0 General

The Engineer is responsible for defining localized drainage and overtopping flow transport features in the project area. Analyses will be performed to the extent necessary to define hydraulic features on the civil drawings.

2.0 Analysis Scope

1. The Engineer will estimate flows that overtop the harbor perimeter structures. These flows will be transported toward drainage features that will be strategically located. Drainage conveyance paths will be developed to transport the flow to acceptable outfall locations without causing problems.
2. Wave flows overtopping the proposed structures will return to Lake Michigan as overland flow.
3. A hydraulic flood control analysis will be completed to design drainage features for wave overtopping events. Flow modeling will be performed as necessary to identify flood profiles and required drainage features. The Engineer shall incorporate these hydraulic features into the plans and specifications.
4. An erosion potential evaluation will be completed for upland drainage pathways to identify erosion protection details for the P&S

Coastal Infrastructure

Geo Services, Inc. (GSI) will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of GSI for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

Geo Services, Inc. (GSI) an MBE certified firm will perform engineering services to support the AECOM design team. The GSI baseline services will include the following tasks as outlined in detail on the attached proposal:

- Project Management, Geotechnical Engineering, and Field Exploration Operations
- Geotechnical Drilling, Laboratory Testing and Reporting (DTR)

In addition to the baseline exploration work scope, GSI will provide 103 hours of labor to CADD drafting support to the AECOM design team.

Attachment A

Geo Services, Inc. Work Scope for Exploration and Geotechnical Engineering Services

Coastal Infrastructure

Rubinos & Mesia Engineers, Inc. (RME) will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of RME for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

Rubinos & Mesia Engineers, Inc. (RME) an MBE certified firm will perform engineering services to support the AECOM design team. The RME baseline services will include the following tasks:

- Structural Engineering Support – RME will support the AECOM structural engineering effort by working on structural design and detailing. Their work scope includes 58 hours of structural design effort.
- Structural Drafting Support – REM will provide 190 hours of drafting support for structural details for Gateway harbor.

Coastal Infrastructure

Environmental Design International, Inc. (EDI) will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of EDI for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

Environmental Design International, Inc. (EDI) a WBE certified firm will perform engineering services to support the AECOM design team. The EDI baseline services will include the following tasks:

- Bathymetric and land Surveys – EDI will perform bathymetric and land surveys to supplement the work that they completed for the project during design development. The survey efforts will include the following:
 - Cross section surveys of key project areas including fill in surveys for the proposed lakefill, and surveys for the proposed breakwater locations.
 - Surveys of existing lakebed conditions adjacent to Navy Pier where the current proposed baffle walls are located, and also in the location of a potential relocation of one of these baffle walls farther to the east.
 - Survey documentation of existing Navy Pier conditions where the proposed boat piers will tie in.
 - Lake bed surveys in the vicinity of the tie in of the east breakwater with the river lock wall.
 - Lake bed surveys and existing wall survey at the point of tie in for the lakefill and dime pier extension to the existing wall.
- Civil Engineering Support – EDI will provide civil engineering support to incorporate the new survey data into the base maps for this site.

Architecture

ROSS BARNEY ARCHITECTS will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of ROSS BARNEY ARCHITECTS for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by ROSS BARNEY ARCHITECTS in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

ROSS BARNEY ARCHITECTS will serve as Architect of Record for the Gateway Harbor buildings housing the restaurant, harbor services, covered storage, boat garage, and pier shade structures. ROSS BARNEY ARCHITECTS will coordinate the design efforts of Primera, Steam Joglekar, K2NCrest, MVP, and other consultants for the development of complete architectural drawings and specifications necessary to bid and construct the facilities in accordance with the requirements of Schedule A, the Base Scope of Work. EDAW AECOM will provide landscape architecture services, and coordinate the efforts of the civil and geotechnical engineers as they relate to the completion of the architecture scope of work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

B. Confirm Project Design and Construction Schedule

C. Complete Architectural Drawings per the PBC Schematic Design Checklist

D. Complete code and zoning analysis package

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

- A. CODE MATRIX – Prepare code matrix that documents Occupancy classifications, construction type, area, etc. for the building only. Also, document the ADA accessibility path for the building only.
- B. ZONING ANALYSIS – Assist in the preparation of zoning analysis
- C. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
- Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- D. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.
- E. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.
- F. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.
- G. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.
- H. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.
- I. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.
- I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Drawings per PBC Design Development Checklist
 - Building Design Narrative
 - Site Plan, Floor Plans, Reflected Ceiling Plans, Roof Plan
 - Elevations
 - Building Sections
 - Wall Sections
 - Schedules
 - Door Hardware and Device Plan
 - Details
 - Signage
 - Kitchen plan and equipment schedule
 - Architectural Presentation Board and Finish Board
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the building landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for ROSS BARNEY ARCHITECT's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

E. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

F. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

H. CODE MATRIX – Prepare an updated code matrix that documents Occupancy classifications, construction type, area, ADA accessibility, etc. for the building only. This will be submitted at 60% and 90%

I. ZONING ANALYSIS – Assist in the updating of zoning analysis document.

J. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - o Drawings per PBC 60% Construction Documents Checklist
 - Site Plan, Floor Plans, Reflected Ceiling Plans, Roof Plan, Life Safety Plan
 - Elevations

- Building Sections
- Wall Sections
- Schedules
- Door Hardware and Device Plan
- Details
- Signage
- Kitchen plan and equipment schedule
- Coordination plan
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

K. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Drawings per PBC 90% Construction Documents Checklist
 - Site Plan, Floor Plans, Reflected Ceiling Plans, Roof Plan, Life Safety Plan
 - Elevations
 - Building Sections
 - Wall Sections
 - Schedules
 - Door Hardware and Device Plan
 - Details
 - Signage
 - Kitchen plan and equipment schedule
 - Coordination plan
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

K. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Drawings incorporating review comments from 90% submittal
 - Site Plan, Floor Plans, Reflected Ceiling Plans, Roof Plan, Life Safety Plan
 - Elevations
 - Building Sections
 - Wall Sections
 - Schedules
 - Door Hardware and Device Plan
 - Details
 - Signage
 - Kitchen plan and equipment schedule
- Specifications

Anticipated Phase Duration: 3 Weeks

L. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

M. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

N. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

- B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.
- C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.
- D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.
- E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.
- F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

ROSS BARNEY ARCHITECTS shall attend weekly project meetings during duration of ROSS BARNEY ARCHITECTS scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with ROSS BARNEY ARCHITECTS design intent and Construction Documents. On the basis of its observations while at the site, ROSS BARNEY ARCHITECTS will keep Client informed of the progress of construction.

ROSS BARNEY ARCHITECTS shall endeavor to secure compliance by the contractor to the plans and specifications. ROSS BARNEY ARCHITECTS shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and ROSS BARNEY ARCHITECTS shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in thirty-two (32) regularly scheduled weekly project meetings and eight (8) monthly pay application meetings.
- B. FIELD VISITS – provide a maximum of thirty-two (32) site visits to observe all stages of construction. Site visits will be conducted the same day as the weekly project meetings. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by ROSS BARNEY ARCHITECTS within five (5) business days. Maintain RFI and Bulletin Log.

- D. SHOP DRAWING AND SUBMITTAL REVIEW – ROSS BARNEY ARCHITECTS will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by ROSS BARNEY ARCHITECTS within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by ROSS BARNEY ARCHITECTS until complete submittal packages are submitted.
- E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by ROSS BARNEY ARCHITECTS. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review ROSS BARNEY ARCHITECTS performance in providing services during construction. ROSS BARNEY ARCHITECTS to attend one (1) meeting to discuss performance review.
- H. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.
- L. PERMIT OVERSIGHT - 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.

Anticipated Phase Duration: 32 Weeks

PROPOSAL EXCLUSIONS

- A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.

- B. Our fee is based on the continue development of the current design for the Harbor Building at Chicago Gateway that was presented to the Mayor's Open Space Committee and the Chicago Park District. If major design changes are required, we will need to negotiate a fee for additional services.
- C. The design of the restaurant space is limited to a general layout of the kitchen area and suggestive layout of the dining area. If a complete design of the space is required (i.e. furniture, bar and lobby millwork, floor, wall and ceiling finishes, lighting, etc), a proposal can be provided for this work.

MEP Design – Gateway Restaurant Building

Primera Engineers, Ltd. will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Primera Engineers, Ltd. for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by Primera Engineers, Ltd. in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

The scope of work designed by Primera Engineers Ltd will be limited to:

Mechanical

- Design of Heating, Ventilating, and Air Conditioning systems for the building consisting packaged systems
- Design of exhaust systems for kitchens and toilet rooms
- Design of a natural gas supply system
- Design of temperature control systems

Plumbing/Sprinkler

- Design of domestic, sanitary, waste, and vent systems to a point five feet outside the building
- Design of a domestic hot water system
- Design of storm water drainage systems for the building
- Design of special waste systems for kitchens
- Design of an automatic sprinkler system including water supply from a point five feet outside the building

Electrical

- Design of electrical service entrance from the local utility company
- Design of building electrical distribution system
- Design of lighting for non-public spaces
- Design of branch circuiting and power distribution for architectural lighting based on the Ross Barney Architects' drawings (inclusive of lighting plans, fixture schedules, and dimming/control diagrams)
- Design of a fire alarm and detection system including city tie where required
- Design of electrical feeders from a renewable energy system such as a photovoltaic system

Telecommunications/Security

- Design of raceways for voice/data and security cabling
- Design Voice/Data Structured Cabling Design
- Design of a Card Access System

LEED Design

The precise scope of work for Primera cannot be defined until the specific LEED credits are established. This scope of work assumes that the credits pursued will be limited to the following to achieve a LEED Silver rating. The LEED services include the calculations and forms required for the LEED submittal, including the energy analysis.

Water Efficiency

- Water use reduction, 20%

Energy and Atmosphere

- Optimized energy performance (4 credits estimated)
- Enhanced refrigerant monitoring

Indoor Environmental Quality

- Outdoor air delivery monitoring
- Indoor chemical and pollutant source control
- Controllability of systems, lighting
- Thermal comfort design

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

B. Confirm Project Design and Construction Schedule

C. Provide an initial energy simulation model using DOE2 software

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

B. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.

- Develop and/or collect data required for assigned templates

- Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
- Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
- Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.

C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.

E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Basic Floor Plans, riser diagrams, equipment schedules, and basic details
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.
- Prepare initial MEP coordination documents
- Provide and updated energy simulation model

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for Primera Engineers, Ltd. scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

D. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

E. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - MEP Floor Plans, Riser Diagrams, Schedules, and Details
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.
- Provide an updated energy simulation model
- Provide updated MEP coordination documentation

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - MEP Floor Plans, Riser Diagrams, Schedules, and Details
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.
- Provide an updated energy simulation model
- Provide updated MEP coordination documentation

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - MEP Floor Plans, Riser Diagrams, Schedules, and Details
- Specifications
- Provide an updated energy simulation model
- Provide updated MEP coordination documentation

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Primera Engineers, Ltd. shall attend weekly project meetings during duration of Primera Engineers, Ltd. scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in

accordance with Primera Engineers, Ltd. design intent and Construction Documents. On the basis of its observations while at the site, Primera Engineers, Ltd. will keep Client informed of the progress of construction.

Primera Engineers, Ltd. shall endeavor to secure compliance by the contractor to the plans and specifications. Primera Engineers, Ltd. shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Primera Engineers, Ltd. shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in twelve (12) regularly scheduled weekly project meetings and no (0) monthly pay application meetings.
- B. FIELD VISITS – provide a maximum of eight (8) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Primera Engineers, Ltd. within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - Primera Engineers, Ltd. will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by Primera Engineers, Ltd. within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by Primera Engineers, Ltd. until complete submittal packages are submitted.
- E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by Primera Engineers, Ltd. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review Primera Engineers, Ltd. performance in providing services during construction. Primera Engineers, Ltd. to attend one (1) meeting to discuss performance review.

- H. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
 - 1. Provide and updated energy model for the building
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.
- L. PERMIT OVERSIGHT - 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.

Anticipated Phase Duration: 52 Weeks

PROPOSAL EXCLUSIONS

- A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. MEP Design services not included:
 - Lighting and A/V design
 - Design of grey water systems for plumbing fixtures
 - Design of kitchen appliances and hoods
 - Full time on-site observation or resident engineering
 - Life cycle cost analysis of alternate systems
 - Acoustical Engineering
 - Commissioning of systems

Structural Engineering – Gateway Restaurant Buildings

Stearn-Joglekar, Ltd. will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Stearn-Joglekar, Ltd. for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by Stearn-Joglekar, Ltd. in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

- A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.
- B. Coordinate with and assist Cost Consultant to establish Estimate of Probable Construction Costs.
- C. Confirm Project Design and Construction Schedule

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

- A. PRELIMINARY STRUCTURAL SYSTEM CONCEPT – Develop structural foundation and framing concepts in conjunction with the Architect. Review Soils Report, prepared by Geotechnical Engineer, as it pertains to building foundation design.

- B. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
- Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.
- D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.
- E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.
- F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.
- G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.
- H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.
- I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary Foundation and Structural Framing Plans
 - Preliminary sections and Typical Details
 - Preliminary Structural General Notes
 - Preliminary Structural Calculations
- Outline Specifications
- Documentation of User Agency Departmental Approvals

- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

- A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.
- B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for Stearn-Joglekar, Ltd.'s scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:
- Specifications will follow performance criteria outline format.
 - Specifications will identify acceptable manufacturers.
 - No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
 - On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
- C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.
- D. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.
- E. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Foundation Plans with footing sizes and reinforcements
 - Structural framing plans with member sizes and materials
 - Development of critical Foundation sections and details
 - Specific Framing Sections and Details
 - Structural General Notes coordinated for specific project conditions
 - Structural Calculations
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Completed Foundation and Framing Plans
 - Completed Sections and Details
 - Completed Structural General Notes
 - Coordination with Architect/MEP Engineers
 - Structural Calculations for Building Department review - including calculations for non-structural components, anchorage, stairs, handrails and railings.
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - All Structural Plans – incorporating final review comments
 - All Structural Sections and Details – incorporating final review comments
 - All coordination with Architect and MEP engineers
- Specifications

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Stearn-Joglekar, Ltd. shall attend weekly project meetings during duration of Stearn-Joglekar, Ltd. scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Stearn-Joglekar, Ltd. design intent and Construction Documents. On the basis of its observations while at the site, Stearn-Joglekar, Ltd. will keep Client informed of the progress of construction.

Stearn-Joglekar, Ltd. shall endeavor to secure compliance by the contractor to the plans and specifications. Stearn-Joglekar, Ltd. shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Stearn-Joglekar, Ltd. shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. WEEKLY PROJECT MEETINGS – Attend and participate in 4 regularly scheduled weekly project meetings when pertinent to structural issues.

B. FIELD VISITS – provide a maximum of 8 site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.

C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Stearn-Joglekar, Ltd. within five (5) business days. Maintain RFI and Bulletin Log.

D. SHOP DRAWING AND SUBMITTAL REVIEW - Stearn-Joglekar, Ltd. will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by Stearn-Joglekar, Ltd. within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by Stearn-Joglekar, Ltd. until complete submittal packages are submitted.

E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review

reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.

- F. **SUBSTANTIAL COMPLETION** - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by Stearn-Joglekar, Ltd. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. **POST CONSTRUCTION REVIEW** – PBC will review Stearn-Joglekar, Ltd. performance in providing services during construction. Stearn-Joglekar, Ltd. to attend one (1) meeting to discuss performance review.
- H. **RECORD DRAWINGS** – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. **LESSONS LEARNED** – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. **WARRANTY INSPECTION** – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. **SITE PHOTOGRAPHY** – Provide copies of all site photography in digital format to PBC.
- L. **PERMIT OVERSIGHT** - 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.

PROPOSAL EXCLUSIONS

- A. **FEES** - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. **FEES** – Geotechnical Consultant and Material testing

EXTRA SERVICES

- A. Scope changes after 90% construction document deliverable.

Roofing Consultant

K2NCREST will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of K2NCREST for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by K2NCREST in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. Peer review of roofing design.

DESIGN DEVELOPMENT

A. Peer review of roof design

CONSTRUCTION DOCUMENTS

A. Peer review of roof design.

PERMIT / BIDDING AND NEGOTIATIONS

No work involved in this phase.

CONSTRUCTION OBSERVATION

K2NCREST shall attend weekly project meetings during duration of K2NCREST scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with CONSULTANT design intent and Construction Documents. On the basis of its observations while at the site, K2NCREST will keep Client informed of the progress of construction.

K2NCREST shall endeavor to secure compliance by the contractor to the plans and specifications. K2NCREST shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and K2NCREST shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. WEEKLY PROJECT MEETINGS – Attend and participate in four (4) regularly scheduled weekly project meetings.

- B. PREINSTALLATION MEETINGS – Attend and participate in one (1) pre-installation meeting pertaining to the roof construction.
- B. FIELD VISITS – provide a maximum of fourteen (14) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by CONSULTANT within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - K2NCREST will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by K2NCREST within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by K2NCREST until complete submittal packages are submitted.
- E. TESTING – K2NCREST shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contractor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by K2NCREST. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review K2NCREST performance in providing services during construction. K2NCREST to attend one (1) meeting to discuss performance review.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.

Anticipated Phase Duration: 2 Weeks

PROPOSAL EXCLUSIONS

- A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.

Civil Engineering

AECOM Transportation Group (ATG) will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of ATG for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by ATG in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

A. Confirm Project Design and Construction Schedule

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. TRAFFIC ENGINEERING - The existing intersection is stop-controlled along the Army Corp access road. The need for any traffic signal modifications or installations is not anticipated for this project. Traffic engineering is not included in this proposal.

TRAFFIC CONTROL CONCEPT EVALUATION - ATG will evaluate traffic control and staging options for the Gateway Harbor site. Concepts will be evaluated to minimize impacts to vehicular and pedestrian traffic while providing an efficient construction staging plan. Any improvements required for traffic control

will be scoped and identified during this phase.

DEMOLITION AND REMOVALS – Plans will be developed to illustrate the required removals for construction of the project. Site features such as existing pavement, structures, or other features will be identified. The plan will include the limits of work and required excavation.

ROADWAYS - Horizontal geometrics, vertical geometrics and proposed typical sections will be designed and developed to meet current CDOT, CPD, and AASTHO standards and guidelines. Intersection grading elevations will be designed at Streeter Drive and the access road. Pavement marking and signing plans will be developed for the proposed roadways and paths. All paths and associated sidewalks will be designed to meet the City of Chicago's ADA Guidelines including any required curb ramps.

PARKING AREAS – Geometrics, pavements, grading, pavement marking and signage will be designed for the parking area identified during the schematic design. Plans will include all required dimensions, elevations, and details to satisfy the applicable portions of the City of Chicago's Landscape Ordinance.

GRADING PLAN – ATG will produce a final grading plan for the site that will include finished contours and spot elevations as needed. Preliminary and concept grading will be developed in conjunction with the landscape architect. As previously mentioned, all paths will be graded to achieve compliance with the City's ADA Guidelines.

DRAINAGE - The drainage system for the proposed improvements will be designed in accordance with all applicable portions of the City of Chicago Stormwater Ordinance and CDWM standards, and will incorporate integrated and sustainable stormwater design elements. Some examples include:

- Infiltration basins or trenches for stormwater runoff. (infiltration tests will be performed as part of the project)
- Creation of Bioswales, with high Evapo-Transpiration plant species
- Use of porous pavements to filter runoff
- If a closed storm sewer system is implemented, then the aggregate trench backfill will be utilized for retention and infiltration.

EROSION CONTROL – ATG will develop a proposed erosion control plan and Storm Water Pollution Prevention Plan for the project.

PERMITTING – ATG will prepare the forms and plans required to submit an NPDES Permit for the project. In addition, ATG will obtain driveway permits for the proposed improvements. A total of one (1) driveway permit will be secured (if needed) for the access road entrance at Streeter Drive.

ATG will lead the coordination effort with the Chicago Department of Transportation (CDOT) and the Bureau of Electricity (BOE) to obtain the agencies' approval for the project. BOE coordination will be limited to the proposed roadway lighting.

ATG will assist the design team as needed to secure the following permits for the project:

- CDWM Sewer Connection Permit
- Office of Underground Coordination (OUC) Review
- CDOT Deep Foundation Review and Permit

B. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.

- Develop and/or collect data required for assigned templates
- Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and

- Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.
- D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.
- E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.
- F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.
- G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.
- H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.
- I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary Site Plans including site paving, grading, and drainage.
 - Preliminary Demolition and Removal Plans
 - Storm Water Retention calculations (30% complete)
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for ATG's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

B. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

C. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents

- Demolition and Removal Plans (1)
- Construction Staging & Maintenance of Traffic (1)
- Typical Sections (1)
- Proposed Roadway Plans (1)
- Roadway Profile (1)
- Intersection Grading Plan (1)
- Parking Improvement Plans (3)
- Grading Plans (1)
- Drainage Plans (2)
- Erosion Control Plans (1)
- Pavement Marking and Signage Plans (1)
- Construction Details (3)
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Revised Plans (see above)
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Revised Plans (see above)
- Specifications

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION - Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT - 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. Public Building Commission is responsible for all permit fees.

B. ADDENDA - prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION - respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS - attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION - Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET - Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

ATG shall attend weekly project meetings during duration of ATG'S scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with ATG'S

design intent and Construction Documents. On the basis of its observations while at the site, ATG will keep Client informed of the progress of construction.

ATG shall endeavor to secure compliance by the contractor to the plans and specifications. ATG shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and ATG shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in four (4) regularly scheduled weekly project meetings and two (2) monthly pay application meetings.
- B. FIELD VISITS – provide a maximum of four (4) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by ATG within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - ATG will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by ATG within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by ATG until complete submittal packages are submitted.
- E. TESTING – ATG shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contractor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by ATG. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review ATG'S performance in providing services during construction. ATG to attend one (1) meeting to discuss performance review.
- H. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.

- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.
- L. PERMIT OVERSIGHT - 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.

PROPOSAL EXCLUSIONS

- A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.

EXTRA SERVICES

Data Collection

Regina Webster & Associates, Inc. (RWA) will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of RWA for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by RWA in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

- A. DATA COLLECTION – Collect turning-movement traffic counts at the intersection of Streeter Drive and the Army Corp Access Road. The manual counts will be conducted for twelve (12) hours on a weekday (Tuesday, Wednesday or Thursday) and twelve (12) hours on a Saturday. Four types of vehicles will be classified: four-tire vehicles, Single Unit Vehicles, School Buses, and Multi-unit Vehicles.

Deliverables:

- o Traffic Count Summaries

MEP & Site Utility Design

Primera Engineers, Ltd. will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Primera Engineers, Ltd. for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by Primera Engineers, Ltd. in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

The scope of work designed by Primera Engineers Ltd will be limited to:

Civil

- Research existing utility maps and make application for City Office of Underground Construction (OUC) Phase I Information Request to acquire public utility records in the vicinity of this site.
- Research existing harbor design and/or as-built information to establish preferred location of new water and sewer service, either below grade or as an exposed line attached to the breakwater wall.
- Review topography survey and concept plans to determine routing options for water and sewer.
- Coordinate with AECOM and Chicago Park District to establish water demand, and establish size of waterline.
- Coordinate with the overall civil designer AECOM to determine water main connection point based upon the AECOM Utility Meeting Notes dated May 5, 2009.
- Design of new water service and fire protection line to accommodate the concession stand at the east end of the proposed renovation of dime pier and restaurant/community building at the west end
- Design of new sanitary sewer service for the concession stand and restaurant/community building.
- Design of 12-inch water main and Fire Hydrant at pier head.
- Design Fire Protection "dry standpipe" for Fire Department connect.
- Coordinate with Peoples Gas to provide gas service to the Restaurant/Harbor Building.
- Coordinate with MPEA for water/sewer connections at the three new piers at the Navy Pier South Wall Commercial Facility.
- Coordinate with EDAW and Chicago Park District to establish details, requirements, and locations for points of connection. Three points of connection are anticipated.
- Design a sanitary lift station and force main for collection sanitary sewer for this harbor.
- Permitting: Sewer connection Permit, Deep Excavation Permit, OUC Phase 2 Permit, Demolition Permit, IEPA Private Sewer Connection.

- Provide construction administration on a periodic basis.

Electrical

- Design of electrical service entrance to the site from Commonwealth Edison (ComEd)
- Design of electrical distribution system from the service entrance to site electrical distribution equipment, restaurant building, and marina utility access points on the Renovated Dime Pier based on load information provided by the marina designer. Design of distribution to the slips and floating docks is not included.
- Design of feeders and branch circuiting for site lighting and irrigation/water feature pumps designed by others.
- Design of feeders and branch circuiting for Dime Pier/Fishing Pier pedestrian lighting by others
- Design of feeders and branch circuiting for sewage/vacuum pumps
- Design of connection of reconfigured Navy Pier South docks to existing utilities
- Design of feeders and branch circuiting to pier and breakwater navigation/obstruction lighting designed by others
- Design of telephone service entrance to the site from AT&T
- Design of an underground telecommunications distribution pathway system to serve the project structures, exclusive of interior cabling systems
- Design of infrastructure for Wifi hotspots for the Dime Pier and slip area

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

B. Confirm Project Design and Construction Schedule

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. N/A

- B. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
- Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.
- D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.
- E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.
- F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.
- G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.
- H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.
- I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary Site Electrical Layout Plans
 - Preliminary Electrical Single Line Diagram
 - Preliminary Site Utility Demolition Plan
 - Preliminary Site Civil Utility Plans
 - List additional
- Outline Specifications

- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

- A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.
- B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for Primera Engineers, Ltd. scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:
- Specifications will follow performance criteria outline format.
 - Specifications will identify acceptable manufacturers.
 - No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
 - On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
- C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.
- C. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.
- D. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.
- G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review

meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Site Electrical Plans
 - Site Electrical Single Line Diagram
 - Site Electrical Schedules and Details
 - Preliminary Site Utility Demolition Plan
 - Preliminary Site Civil Utility Plans
 - List additional
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Site Electrical Plans
 - Site Electrical Single Line Diagram
 - Site Electrical Schedules and Details
 - List additional
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents

- Site Electrical Plans
- Site Electrical Single Line Diagram
- Site Electrical Schedules and Details
- Site Utility Demolition Plan
- Site Civil Utility Plans
- List additional
- Specifications

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

- A. PERMIT –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. Public Building Commission is responsible for all permit fees.
- B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.
- C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.
- D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.
- E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Primera Engineers, Ltd. shall attend weekly project meetings during duration of Primera Engineers, Ltd. scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Primera Engineers, Ltd. design intent and Construction Documents. On the basis of its observations while at the site, Primera Engineers, Ltd. will keep Client informed of the progress of construction.

Primera Engineers, Ltd. shall endeavor to secure compliance by the contractor to the plans and specifications. Primera Engineers, Ltd. shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Primera Engineers, Ltd. shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. WEEKLY PROJECT MEETINGS – Attend and participate in two (2) regularly scheduled weekly project meetings and zero (0) monthly pay application meetings.

B. FIELD VISITS – provide a maximum of six (6) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.

C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Primera Engineers, Ltd. within five (5) business days. Maintain RFI and Bulletin Log.

D. SHOP DRAWING AND SUBMITTAL REVIEW - Primera Engineers, Ltd. will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by Primera Engineers, Ltd. within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by Primera Engineers, Ltd. until complete submittal packages are submitted.

E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.

- F. **SUBSTANTIAL COMPLETION** - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by Primera Engineers, Ltd. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. **POST CONSTRUCTION REVIEW** – PBC will review Primera Engineers, Ltd. performance in providing services during construction. Primera Engineers, Ltd. to attend one (1) meeting to discuss performance review.
- H. **RECORD DRAWINGS** – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. **LESSONS LEARNED** – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. **WARRANTY INSPECTION** – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. **SITE PHOTOGRAPHY** – Provide copies of all site photography in digital format to PBC.
- L. **PERMIT OVERSIGHT** - 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.

Anticipated Phase Duration: 20 Weeks

PROPOSAL EXCLUSIONS

- A. **FEES** - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. **DESIGN SERVICES NOT INCLUDED:**
- **Electrical:**
 - CCTV, security, card access, or emergency communications systems
 - Lighting design services
 - Electrical and telecommunications distribution on floating docks
 - Life cycle cost analysis of alternate systems
 - Public address, sound reinforcement, or audio-visual design
 - Overall site grading and stormwater drainage
 - Subsurface Utility Exploration

LEED Consulting

AECOM PDD will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of AECOM PDD for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by AECOM PDD in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

- A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.
- B. Confirm Project Design and Construction Schedule
- C. Finalize draft of LEED scorecard
- D. Prepare draft of LEED Plan, including credit responsibilities

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

- A. LEED CERTIFICATION – Manage the LEED submittal process as follows:
 - Assign template responsibilities to appropriate members of the project team.
 - Outline required documentation to be provided by each team member for their assigned templates.

- Develop LEED Plan, including Green Permit narrative, outlining project's approach to meeting LEED goal.
- Track communication regarding any design or construction changes that may impact the attempted LEED credits (positive or negative impact). Inform project owner of potential impacts and advise strategy for adaptation.
- Review relevant specification sections to ensure LEED requirements are incorporated.
- Manage LEED On Line process including assigning team member roles and templates, completing project profile, tracking progress of template completion, and reviewing templates for accuracy prior to submittal.
- Manage process for submitting Credit Interpretation Requests (CIRs), if any. CIRs are not to be submitted without prior authorization of project owner.
- Provide frequent updates throughout each phase of development by attending meetings as required, or via written communication to be included in project team meeting records.
- Conduct site visits during construction, as necessary, to observe LEED requirements in process.
- Assist project team members with general inquiries about LEED credit requirements and strategies for meeting the project's LEED goals. Assistance can be provided in person, on the phone or by e-mail communication.

B. N/A

C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of AECOM PDD's work.

E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL –Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

H. PUBLIC MEETING – Attend and participate in no (0) public meeting presentation.

I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Final list of attempted LEED credits
 - Submittal of templates for Design Review to Green Building Certification Institute (if split review process is approved by project owner)
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. N/A

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

E. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

F. PUBLIC MEETING – Attend and participate in no (0) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Attend one (1) Submittal review meeting to discuss comments from 100% DD Package.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Updated LEED credit checklist indicating status toward completion
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL –Attend one (1) Submittal review meeting to discuss comments from 60% CD Package.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- 90% Construction Documents
 - Updated LEED credit checklist indicating status toward completion
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Updated LEED credit checklist indicating status toward completion

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

- C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.
- D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.
- E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.
- F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

AECOM PDD shall endeavor to secure compliance by the contractor to the plans and specifications. AECOM PDD shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and AECOM PDD shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in no (0) regularly scheduled weekly project meetings and no (0) monthly pay application meetings.
- B. FIELD VISITS – provide a maximum of no (0) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by AECOM PDD within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - AECOM PDD will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by AECOM PDD within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by AECOM PDD until complete submittal packages are submitted.
- E. TESTING – AECOM PDD shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.

- F. **SUBSTANTIAL COMPLETION** - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by AECOM PDD. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- Manage process of construction review submittal to Green Building Certification Institute via LEED On Line, as approved by project owner.
- G. **POST CONSTRUCTION REVIEW** – PBC will review AECOM PDD performance in providing services during construction. AECOM PDD to attend one (1) meeting to discuss performance review.
- H. **RECORD DRAWINGS** – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. **LESSONS LEARNED** – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. **WARRANTY INSPECTION** – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. **SITE PHOTOGRAPHY** – Provide copies of all site photography in digital format to PBC.
- L. **PERMIT OVERSIGHT** - 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.

PROPOSAL EXCLUSIONS

- A. **FEES** - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. **LEED certification fees** – payment for certification of project with Green Building Certification Institute.

Cost Estimating

The Concord Group will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Concord Group for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by The Concord Group in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

A. Prepare detailed Schematic Design Cost Estimate. Attend all required meetings, make minor scope revisions, provide value engineering and estimate reconciliation as necessary.

DESIGN DEVELOPMENT

A. Prepare detailed Design Development Cost Estimate. Attend all required meetings, make minor scope revisions, provide value engineering and estimate reconciliation as necessary.

CONSTRUCTION DOCUMENTS

A. Prepare detailed Construction Document Cost Estimates at 60%, 90% and 100%. Attend all required meetings, make minor scope revisions, provide value engineering and estimate reconciliation as necessary.

Marina Design

Edgewater will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Edgewater for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by EDGEWATER in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

- A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.
- B. Confirm Project Design and Construction Schedule

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. SCOPE DESCRIPTION:

- I. Establish Basis of Design/Programming for Overall Dock Layouts and Slip Size & Mix at Gateway and 31st Street Harbors
 - A. Review Current Marina Master Plan Programs

- Review current master plans from both harbors and compare to existing permit drawings to Illinois DNR and USACE.
 - Meet, review, discuss slip size and mix with the PBC/CPD and marina manager representatives to evaluate existing dock layouts to date.
- B. Prepare Recommended Slip Size and Mix: Rental Versus Personal Slip License (PSL)
- Prepare/review analysis utilized to date to determine recommended slip mix for seasonal, transient, and day dock boaters at both harbors.
 - Review information to date and provide analysis for PSL fee potential considerations by dock size and marina location, i.e., Gateway and/or 31st Street.
 - Prepare PSL analysis considering privatization of slip concept for comparison purposes to simple annual slip rental program.
- C. Review Existing Chicago Park District Marinas Dock Designs and Identify Pros and Cons of Each System
- Check/verify overall geometry for existing marina designs for:
 - Main walkways
 - Dock fairways
 - Main pier sizing spacing
 - Dock sizing spacing by slip length
 - Boat overhang rules and regulations
 - Review existing harbors to verify geometry in previous projects and applicability/appropriateness for Gateway and 31st Street
 - Provide overall recommendations and updated master plan with report showing all dimensions, geometry analysis, etc., to date
 - Review proposed detailed master plan with PBC/CPD/marina management company representatives for user concurrence
 - Review performance standards of previous projects and provide recommendations for performance standards for the following:
 - Wind loads with boats in place
 - Freeboard analysis considering both live and dead loads
 - Boat impact loads at ends of docks, etc.
 - Provide analysis and recommendations on ADA compliance for each marina, including installation of boater lift areas, if appropriate and needed
- D. Ice Engineering Report
- Review summary of historical ice uplift and damage concerns and history at other CPD marinas

- Provide ice uplift analysis/engineering study for piling design and dock design at each location, consider varying soil, water depth and wave dynamics conditions at each site
- E. Review Wind/Wave/Surge Conditions in Each Harbor
- Review available data on wind/wave/surge conditions in each harbor prepared by STS and applicability for dock design in each harbor, i.e., perhaps some floating wave attenuators should be considered at the marina entrances going to a lesser dock design further away from the marina entrances. Also, the main easterly pier at 31st Street might possibly be a commercial floating pier (versus recreational floating pier) with varying structural dead and live loads than the balance of the other recreational piers. It is my understanding that the 31st Street pier will be used as a fuel and pump-out dock, sailing school and tie-up boating area for the boat launch and hoisting area.
- F. Single-Loaded Docks Versus Double-Loaded Docks
- Prepare cost and revenue analysis of single-loaded dock versus double-loaded dock design at both harbors. Discuss advantages and disadvantages of both designs as to capital cost, impacts to revenue and operational costs.
- G. Winter Boat Storage at 31st Street
- Review boat storage building design and haul-out well versus boat ramp handling concepts at 31st Street. Describe minimum/maximum building heights that are needed to efficiently store boats. Consider rack systems as appropriate in buildings. Varying building heights also to be considered.
 - Review opportunity to store boats in other nearby property/lands within one to two miles of 31st Street and conduct preliminary economic/feasibility analysis of associated revenues and expenses of these offsite storage considerations. Identify capital cost for property improvements and equipment needs for offsite boat storage.
- H. Review Fuel System Needs
- Consider a fuel system capacity analysis and provide projections based upon industry standards and applicability at other CPD harbors and industry standards for fuel facility needs, i.e., tank design and sizing/spacing/locations/anchorage concerns/etc. for gas, diesel and propane services.
- I. Dock Utilities
- Review existing dock utilities at other locations, i.e., dock boxes, electrical pedestals, cleat size and spacing, etc. and provide recommendations for Gateway and 31st Street Marinas.
- J. Temporary Off-Loading Anchorage /Value Engineering with Marine Contractors and Suppliers

- i. We propose having discussions with marine contractors and sand suppliers (companies that own ships and sand mines) that frequently load and unload large quantities of fill material. Based upon similar experience, a potential exists to perform bulk unloading of suitable soils for the fill sites, both at Gateway Harbor and 31st Street Marina. Preliminary indications are that this fill could cost \$10 to \$15 per cubic yard, placed off a self-unloading ship versus \$30 to \$50 per cubic yard by bringing in material that is trucked or handled through a small barge operation using mechanical cranes/excavators. A bulk off-loading operation could also be completed in six to ten hours versus weeks or months of a mechanical process. Based upon this preliminary overview, we would then provide a conceptual design of the temporary anchorage system needed to self unload ships at these two locations. Those preliminary concepts could be incorporated (by others) into the permit applications to receive approval for temporary structures and ultimately make that part of the construction document package to allow contractors the opportunity to perform bulk self unloading off ships rather than have an expensive, time-consuming, messy trucking/small barge operation for the fill. (Note: Final design of the temporary anchorage is not included in the basics services.)
- ii. This work also includes meetings and communications with marine contractors and quarry stone suppliers to discuss value engineering design concepts and alternatives that might reduce costs and improve schedules. The emphasis is on the production capacities of the quarry stone suppliers given the curing periods which are approximately April through October. These capacities will greatly affect the schedule and cost of the project.

K. Update Marina Master Plan

- iii. Provide updated master plan with report of all information identified above, analyzing both existing marinas in place in comparison to the proposed design criteria for the new locations.

II. Dock System Selection/Prequalification of Dock Manufacturers

- A. Review existing/recently renovated or expanded CPD harbors with PBC/CPD and marina management representatives to review existing dock manufacturers, identify strengths and weaknesses of each type of system by location and applicability to the new locations with their varying wave/wind/surge harbor dynamics, water depths and soils. Review user comfort and life cycle cost of each system as appropriate. Study dock anchorage systems (chain or cable/anchor, large piling spaced far apart, smaller piling on closer spacing, and spud piling, etc.) with regard to cost, user/operator, comfort/safety, ice damage, etc. Analyze the existing dock systems at nearby CPD marinas and evaluate the following non-inclusive listing of dock review criteria:
 - Lifespan/expectancy to date by location and manufacturer.
 - Ability to handle calm versus dynamic internal harbor wave conditions by type of system.

- Identify pile support/anchorage system alternatives, i.e., spud piles versus structural piles versus underwater anchorage systems.
 - Review connection details as to what has worked and what is not working at various locations between the anchorage system/piling and the various dock manufacturers.
 - Review access ramp details, security fencing standards as to what is working and what is not, what should be considered at the two new harbors in relation to industry standards.
 - Review ADA compliance requirements of existing harbors and recommended standards at the new harbors.
 - Review material selection for dock surface decking, structure, etc., i.e., consider LEED materials, such as recycled decking versus other types of decking, i.e., wood, PVC, concrete.
 - Identify need for floating breakwater wave attenuators in lieu of traditional docks in various marina locations pending harbor wind and wave analysis for each project.
 - Review and provide recommendations for electric, water, sanitary design and loading standards; compare existing standards at dock systems to Midwest and national standards for compliance, concurrence, consistency, etc.
 - Identify existing and proposed manufacturers that could be considered that have not provided installations at CPD but have experience in Great Lakes coastal areas.
 - Review latest industry standards with regard to LEED/sustainable design alternatives for various dock system manufacturers.
- B. Identify other dock systems that may be appropriate for consideration at these locations in order to encourage additional competitive bidding by other manufacturers. Note that there are approximately 10 to 15 manufacturers that have products that could be considered at these locations subject to meeting appropriate structural and architectural standards for the projects. Identify locations of completed installations for field trip review by PBC/CPD and marina operator representative (plan two-day trip in Midwest).
- C. Prepare a report identifying findings to date, reviewing the analysis of existing manufacturers and systems at existing marinas and provide recommendations for those manufacturers or identify additional manufacturers that could be considered for Gateway and 31st Street Harbors

III. Dock System Design

Based upon the findings of the I. Basis of Design and II. Dock System Selection studies identified above, we will then prepare detailed plans, specifications, bid and contract documents, detailing out all factors of the floating dock systems at each pier and dock at each harbor. This includes a design of anchorage systems that would be appropriate to each dock system. These drawings, details and specifications would generally contain the following:

- A. Existing conditions plans showing the proposed fixed pier/shoreline connection details and how utilities will come to the site (provided by others), in addition to existing and proposed topography, underwater topography, soils borings, general scope of the breakwater design, etc.
- B. Overall layout plan showing general configuration of harbors
- C. Detailed dock and pier design of each dock/pier system with supportive details identifying the following:
- Dock box design (triangular, rectangular or none)
 - Utility pedestal design
 - Utility designs for electric, water, sanitary, cable t.v., if needed
 - Dock lighting design (concept from EDAW)
 - Dock materials designs, i.e., decking with alternates, as appropriate (wood, recycled products, concrete, etc.)
 - Performance specifications of the dock system, including live and dead loads; freeboard conditions under varying live loads and dead loads; wind loading; boat impact loading by slip size; anchorage system loadings
 - Internal flotation structure, i.e., PVC drums versus welded steel floats versus concrete floats, etc.
 - Supportive details for gangway access ramps with appropriate ADA compliance
 - Marina considerations for overall design of a fuel system (gas, diesel and propane). Detailed fuel system design to be provided by independent mechanical engineer from STS or others
 - Anchorage piling design by dock/pier/location/harbor (note that STS will provide geotechnical engineering for the final piling design with overall consultation on piling design and selection by Edgewater Group)
 - Travel-lift well design, ramp modifications and sailing school hoist design (geotech and structural engineering by STS)
- B. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
- Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of Edgewater's work.

E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for EDGEWATER's scope of work. Submit hardcopy and

Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. Edgewater 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, Edgewater is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

C. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

D. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Selective Demolition Plans
 - Landscape Plans and Details
 - Specialty Paving Plans & Details
 - Fencing & Site Furnishings Plans & Details
 - Monument Marker Structures Base Plans & Details (engineering by others)
 - Site Lighting Plans & Details (engineering by others)
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Plans and Details
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Selective Demolition Plans
 - Landscape Plans and Details
 - Specialty Paving Plans & Details
 - Fencing & Site Furnishings Plans & Details
 - Monument Marker Structures Base Plans & Details (engineering by others)
 - Site Lighting Plans & Details (engineering by others)
- Specifications

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Edgewater shall attend weekly project meetings during duration of Edgewater's scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Edgewater design intent and Construction Documents. On the basis of its observations while at the site, Edgewater will keep Client informed of the progress of construction.

Edgewater shall endeavor to secure compliance by the contractor to the plans and specifications. Edgewater shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Edgewater shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in Twelve (12) regularly scheduled weekly project meetings and Five (5) monthly pay application meetings.
- B. FIELD OBSERVATION – provide field observation services for 20 hours per week during construction of the work of this scope to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Edgewater within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - EDGEWATER will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by EDGEWATER within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by EDGEWATER until complete submittal packages are submitted. EDGEWATER provides up to one staff member for up to two days for tree and plant tagging within sixty miles of downtown Chicago.
- E. TESTING – EDGEWATER shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by EDGEWATER. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review EDGEWATER performance in providing services during construction. EDGEWATER to attend one (1) meeting to discuss performance review.
- H. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.

- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.
- L. PERMIT OVERSIGHT - 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.

Anticipated Phase Duration: Twenty (20) Weeks

PROPOSAL EXCLUSIONS

- A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.

Landscape Architecture / Overall Project Coordination

EDAW AECOM will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of EDAW AECOM for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by EDAW AECOM in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

The Commission, User Agency, and Authorized Commission Representatives have requested a "fast track" design process, and shall provide final written comments and written authorization to proceed within 7 calendar days of milestone submission. A Submittal Review Meeting to review the written comments with the AOR / Team shall occur 7 calendar days following each milestone submission. If the review period extends beyond 7 days, the Design Schedule shall be extended by the same number of days, including the issuance of Bid Documents. Delays caused by factors beyond the control of the AOR / Team, including but not limited to delays in Agency Reviews, Commission Design Reviews, and/or Alderman Approvals shall result in the extension of the Design Schedule, including issuance of Bid Documents.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

B. Confirm Project Design and Construction Schedule

Anticipated Phase Duration: 3 Weeks

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. DESIGN DEVELOPMENT BASE SHEETS – consolidate CAD base files submitted to EDAW to create CAD base sheets for EDAW's use in preparing landscape base sheets for Design Development and Construction Documents. These base sheets will be used to develop all landscape plans prepared during Design Development and Construction Documents.

B. FINE GRADING AND DRAINAGE COORDINATION PLANS – prepare Fine Grading and Coordination Plans that indicate proposed grading and drainage concepts (above-ground only) for hardscape and landscape areas. These plans are for use by the Civil Engineer in preparing their drawings.

C. PRELIMINARY HARDSCAPE PLANS – prepare hardscape plans that indicate layout, materials, key dimensions and initial call-outs of hardscape elements.

D. PRELIMINARY RAILING AND SITE FURNISHINGS PLAN – prepare Preliminary Railing and Site Furnishing Plans that indicate layout, materials, key dimensions and initial call-outs of railing and site furnishing elements.

E. PRELIMINARY PLANTING PLANS – prepare Preliminary Planting Plans that indicate plant species, sizes, quantities and locations.

F. SECTIONS AND ELEVATIONS – prepare Preliminary Construction Sections and Elevations that indicate in greater detail layout, materials and finishes of hardscape and landscape elements in key areas such as building interface, seating areas, hardscape transitions and water features.

G. TYPICAL PRELIMINARY CONSTRUCTION DETAILS – prepare Typical Preliminary Construction Details of hardscape, railing, site furnishing, landscape, and specialty elements based upon the Preliminary Construction Plans.

H. COASTAL/STRUCTURAL/HYDRAULIC ENGINEERING COORDINATION – EDAW AECOM will retain and coordinate the services of registered professional consultants for Coastal, Structural and Hydraulic Engineering. Coordination includes typical sections, materials selection, and overall constructability of features related to landscape development.

I. CIVIL ENGINEERING COORDINATION – EDAW AECOM will retain and coordinate the services of registered professional consultants for Civil Engineering. Coordination includes rough grading with key spot elevations, subsurface drainage, and pavement layout.

J. ARCHITECTURE – EDAW AECOM will retain and coordinate the services of registered professional consultants for Architecture. Coordination includes site layout and key spot elevations and adjacent pavement, utilities and lighting elements.

K. SITE LIGHTING COORDINATION – EDAW AECOM will retain and coordinate the services of registered professional consultants for Lighting Design and associated Electrical Engineering. Coordinate proposed landscape site lighting fixtures which may include walk lights, integrated bench lights, tree uplights, water feature lights, and accent lights. These plans are for use by the Electrical Engineer in preparing its drawings.

L. WATER FEATURE COORDINATION – EDAW AECOM will retain and coordinate the services of registered professional consultants for Water Feature Design to indicate the form[s], and water effect[s] of the breakwater feature and coordinate the design with the Structural Engineer, the Mechanical Engineer, and the Fountain Consultant.

M. IRRIGATION COORDINATION – EDAW AECOM will provide irrigation design services by registered professionals. Extent of irrigated landscape limited to the landscape located on Dime Pier and curved breakwater structure. Coordinate overall approach to irrigation based on landscape design, code investigation, and plumbing requirements.

N. OUTLINE SPECIFICATIONS – provide Outline Specifications to describe the materials and furnishings indicated in the Design Development plans and details.

O. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – EDAW AECOM will retain and coordinate the services of professional consultants for cost estimation services. Coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

P. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.

- Develop and/or collect data required for assigned templates
- Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
- Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
- Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.

Q. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of EDAW's work.

R. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents, including the updated AOR's Estimate of Probable Construction Cost and details, to PBC. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm

program criteria, schedule, milestone dates and the construction budget for the site and landscape improvements.

S. **REGULATORY REVIEW** - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

T. **OVERALL COORDINATION** – Perform overall project review and coordination of architecture, coastal, structural, civil, and design packages. Attend and facilitate four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

U. **PUBLIC MEETING** – Attend and participate in one (1) public meeting presentation.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary Layout Plans
 - Preliminary Hardscape Plans
 - Preliminary Planting Plans
 - Preliminary Planting Schedule
 - Preliminary Details
- Outline Specifications
- Irrigation Basis of Design
- Preliminary Irrigation Plans
- Issuance of Compilation of issued Meeting Minutes. Meeting Minutes shall be recorded and furnished by PBC.
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Compile drawing packages of all components of work and coordinate printing and delivery of milestone packages
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. **REVISIONS**- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. **HARDSCAPE PLANS** – prepare hardscape plans that indicate layout, materials, finishes and colors of hardscape elements with reference notes, legends, and material schedules.

C. **RAILING AND SITE FURNISHINGS PLAN** – prepare Railing and Site Furnishing Plans that indicate layout, materials, dimensions, reference notes, and detail reference call-outs of railing and site furnishing elements.

D. **PLANTING PLANS** – prepare Planting Plans that indicate plant species, sizes, quantities and locations with notes, legends and detail reference call-outs.

E. **CONSTRUCTION PLAN ENLARGEMENTS** – prepare Construction Plan Enlargements that indicate in greater detail layout, materials, finishes, colors of hardscape and landscape elements in key areas such as ramps and plazas with notes, legends, material schedules and detail reference call-outs.

F. **SECTIONS AND ELEVATIONS** – finalize Sections and Elevations that indicate in greater detail layout, materials and finishes of hardscape and landscape elements in key areas such as building interface, seating areas, hardscape transitions and pier edges.

G. **CONSTRUCTION DETAILS** – prepare construction details of hardscape and landscape elements.

H. **CONSULTANT COORDINATION** – Coordinate the work of other Consultants including the Coastal Engineer, Structural Engineer, Hydraulic Engineer, Architect, Civil Engineer, Electrical Engineer, Water Feature Consultant, and Irrigation Designer as it relates to EDAW's work.

I. **SPECIFICATIONS – SPECIFICATIONS** – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for EDAW AECOM's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

- Specifications will follow performance criteria outline format.
- Specifications will identify acceptable manufacturers.
- No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
- 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.

J. **STATEMENT OF PROBABLE CONSTRUCTION COSTS** - Coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

K. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

L. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – submit a 60% Construction Documents Package to the Client for review and approval. Attend one (1) Client review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- Update Submittal and Closeout Matrix
- 60% Construction Documents
 - Layout Plans
 - Hardscape Plans
 - Planting Plans
 - Planting Schedule
 - Details
- Specifications
- Irrigation Plans and Details
- Issuance of Compilation of issued Meeting Minutes. Meeting Minutes shall be recorded and furnished by PBC.
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Compile drawing packages of all components of work and coordinate printing and delivery of milestone packages
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

M. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – submit a 90% Construction Documents Package to the Client for review and approval. Attend one (1) Client review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Layout Plans
 - Hardscape Plans
 - Planting Plans

- Planting Schedule
- Details
- Specifications
- Irrigation Plans and Details
- Issuance of Compilation of issued Meeting Minutes. Meeting Minutes shall be recorded and furnished by PBC.
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Compile drawing packages of all components of work and coordinate printing and delivery of milestone packages
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

N. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – submit 100% Construction Documents Package to the Client for review and approval. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Layout Plans
 - Hardscape Plans
 - Planting Plans
 - Planting Schedule
 - Details
- Specifications
- Irrigation Plans and Details
- Compile drawing packages of all components of work and coordinate printing and delivery of milestone packages

Anticipated Phase Duration: 3 Weeks

O. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

P. OVERALL COORDINATION – Perform overall project review and coordination of architecture, coastal, structural, civil, and design packages.

Anticipated Phase Duration: 3 Weeks

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

- A. PERMIT – 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. Public Building Commission is responsible for all permit fees.
- B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.
- C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.
- D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.
- E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.
- F. CONSTRUCTION SET – provide final Construction Set of documents to incorporate Permit and Addenda items.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

EDAW AECOM shall attend weekly project meetings and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with EDAW AECOM design intent and Construction Documents. On the basis of its observations while at the site, EDAW AECOM will keep Client informed of the progress of construction.

EDAW AECOM shall endeavor to secure compliance by the contractor to the plans and specifications. EDAW AECOM shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and EDAW AECOM shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in one-hundred-thirty-two (132) regularly scheduled weekly project meetings and thirty (30) monthly pay application meetings.
- B. FIELD VISITS – provide a maximum of 30 (thirty) site visits to observe all stages of landscape construction. Prepare typed Field Reports that comment on the status of construction for each site visit.

C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by EDAW. Maintain RFI and Bulletin Log.

RFI's generated by changes to the building or coastal systems, or design revisions requested due to changes to the building or coastal systems are not included in this contract and will be completed on an hourly basis as an Additional Service.

D. SHOP DRAWING AND SUBMITTAL REVIEW - EDAW will review all submittals required by the specifications from the Landscape Contractor for the scope of work defined by the Construction Documents prepared by EDAW. Contractor shall provide all submittals in one complete package at one time. Incomplete submittals will be returned to the Contractor and no review shall be due by EDAW until complete submittal packages are submitted.

Should the original submittal be rejected, this proposal includes one additional review of each package. All additional reviews will be performed on an hourly basis as an Additional Service.

EDAW will consider a maximum of one substitution request per submittal required within this proposal. All additional substitution requests will be performed on an hourly basis as an Additional Service.

E. PLANT SELECTION AND TAGGING – visit local nurseries to review and tag trees and shrubs for the project. One (1) EDAW staff person for a maximum of two day[s].

F. MOCK-UP AND MATERIALS REVIEW – visit local production shops to review layouts and fabrication of various components of the project. Maximum two (2) EDAW staff for a maximum of two day[s].

G. SUBSTANTIAL COMPLETION

Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by EDAW.

Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.

H. POST CONSTRUCTION REVIEW – PBC will review EDAW AECOM performance in providing services during construction. EDAW AECOM to attend one (1) meeting to discuss performance review.

I. RECORD DRAWINGS – Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.

- J. LESSONS LEARNED – Participate and document all “lessons learned” throughout the design and construction phases of the project.
- K. Warranty Inspection – Assist PBC with warranty inspection at eleven months following substantial completion.

Anticipated Phase Duration: 132 Weeks

EXTRA SERVICES

Services in addition to EDAW's Exhibit A (Scope of Work), when requested, shall be identified as such and billed at the current Billing Rate Schedule. Additional services shall include, but are not limited to the following:

- A. Proposal Exclusions that the Client deems to be EDAW's responsibility.
- B. GRAPHIC EXHIBITS - graphic exhibits required beyond those indicated in each phase of Scope of Work.
- C. PHASED OR SEGMENTED WORK – we assume that the designated project will be completed in its entirety in one phase.
- D. ARBORIST/HORTICULTURALIST – services of and coordination with a qualified arborist and/or horticulturist for tree survey and other related plant-related matters as approved by Client.
- E. SPECIFICATIONS REFORMATTING - EDAW will provide typed CSI-formatted specifications in printed hardcopy and disk using Microsoft Word. Minor reformatting such as font and header changes will be accommodated in this proposal, however, any major specification reformatting such as integration with another consultant's specification format or change in software from Word will be deemed an Additional Service.
- F. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.
- G. ADDITIONAL MEETINGS - meetings in excess of those indicated in each phase of Scope of Work.
- H. SITE VISITS - field observation site visits in addition to those listed in Scope of Work.
- I. DELAYS AND TIME EXTENSIONS – delays beyond the duration listed above or due to issues out of the consultant's control. Delays between the completion of Construction Documents and the start of construction that are more than 6 months shall trigger a renegotiation of the Construction Observation phase of the contract.
- J. BUDGET REVISIONS - in the event that the development budget is reduced or increased by more than 10% between the time of approval of the design development and the time of award of a

construction contract, cost of modification of drawings and specifications to meet the reduced project budget shall be considered Additional Services.

K. CONTRACTOR ERRORS – additional revisions, trips, and meetings related to issues due to contractor errors or rejected work / mock-ups.

L. ILLUSTRATIONS/RENDERINGS - professional renderings prepared by vendor as requested and approved by Client. Cost to include EDAW vendor cost and EDAW's labor for computer modeling and coordination plus administration charge.

M. SCALE MODELS – vendor built scale models as requested and approved by Client. Cost to include EDAW vendor cost and EDAW's labor to prepared model drawings and coordination plus administration charge.

N. VALUE ENGINEERING REVISIONS - revisions required to value engineer the landscape portion. Additional services would only be requested if EDAW exceeded its initial landscape budget provided by the Client by more than 10 percent.

Landscape Architecture

Site Design Group, Ltd. (SDG) will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of SDG for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by SDG in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

- A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.
- B. Coordinate with and assist Cost Consultant to establish Estimate of Probable Construction Costs.
- C. Confirm Project Design and Construction Schedule

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. SCOPE DESCRIPTION:

- COASTAL (PENINSULA PARK) shall include the site elements on top of the breakwater, from the existing groin structure south. There shall be no landside work in this proposal other than where the stub breakwater at the south end connects to the existing shoreline protection. It does not include the docks and facilities.

- LANDSIDE PARK RESTORATION shall include the restoration of the parkland east of Lake Shore Drive to the west edge of the existing inner park road, while being south of 31st Street and continuing to the existing skate park to remain. SDG shall provide layouts for reconfigured vehicular and pedestrian paths, restored trees and plantings, fencing, site furnishings, and lighting concepts.
 - FORT DEARBORN DRIVE shall include the reconfiguration of Fort Dearborn Drive north of 31st Street and south of the north edge of beach. SDG shall provide layouts for reconfigured drive lanes to include off-street parking and restored trees and plantings.
 - LANDSIDE PARKING shall include the design of the new parking lot west of Lake Shore Drive and south of 31st Street with a capacity of approximately 160 vehicles. Conceptual design shall include access paths for vehicles and pedestrians, trees and plantings, fencing, and lighting.
- B. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
- Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.
- D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of SDG's work.
- E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.
- F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.
- G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.
- H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.
- I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Selective Demolition Plans: SDG shall provide selective site demolition plans that shall show work, such as paving, plantings, trees, etc. to be demolished and/or removed from the site.
 - Engineering Coordination: SDG shall provide limited coordination of structural, grading, drainage, utility, site geometry, and paving drawings of the site for engineering by others.
 - Landscape Drawings: Planting plans shall show locations, quantities, species and sizes of plant material. Plant Schedules shall show specific plant materials, sizes and quantities. Details shall be drawn related to the landscape planting site construction.
 - Specialty Paving: Specialty paving plans and details shall be developed for new paths, plazas or outlook point.
 - Fencing & Site Furnishings: Plans and details shall be drawn related to site furnishings and site fencing/railings in accordance with the local landscape ordinances. Drawings shall show preliminary installation details.
 - Monument Marker Structures: SDG shall coordinate with Client for design of "Marker Monument" by others.
 - Site Lighting: SDG shall provide site lighting layout and light fixture selection. Electrical engineering and photometrics shall be by others.
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for SDG's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. SDG 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, SDG is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

D. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

E. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Selective Demolition Plans
 - Landscape Plans and Details
 - Specialty Paving Plans & Details
 - Fencing & Site Furnishings Plans & Details
 - Monument Marker Structures Base Plans & Details (engineering by others)
 - Site Lighting Plans & Details (engineering by others)
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Selective Demolition Plans
 - Landscape Plans and Details
 - Specialty Paving Plans & Details
 - Fencing & Site Furnishings Plans & Details
 - Monument Marker Structures Base Plans & Details (engineering by others)
 - Site Lighting Plans & Details (engineering by others)
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Selective Demolition Plans
 - Landscape Plans and Details
 - Specialty Paving Plans & Details
 - Fencing & Site Furnishings Plans & Details
 - Monument Marker Structures Base Plans & Details (engineering by others)
 - Site Lighting Plans & Details (engineering by others)
- Specifications

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

SDG shall attend weekly project meetings during duration of SDG scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with SDG design intent and Construction Documents. On the basis of its observations while at the site, SDG will keep Client informed of the progress of construction.

SDG shall endeavor to secure compliance by the contractor to the plans and specifications. SDG shall not be responsible for construction means, methods, techniques, sequences or procedures in connection

with the work and SDG shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in Twelve (12) regularly scheduled weekly project meetings and Five (5) monthly pay application meetings.
- B. FIELD VISITS – provide a maximum of Twenty Five (25) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by SDG within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - SDG will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by SDG within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by SDG until complete submittal packages are submitted. SDG provides up to one staff member for up to two days for tree and plant tagging within sixty miles of downtown Chicago.
- E. TESTING – SDG shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contractor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by SDG. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review SDG performance in providing services during construction. SDG to attend one (1) meeting to discuss performance review.
- H. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.

- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.
- L. PERMIT OVERSIGHT - 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.

Anticipated Phase Duration: Twenty (20) Weeks

PROPOSAL EXCLUSIONS

- A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. Architecture and Engineering Services

Lighting Consultant

Schuler Shook will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Schuler Shook for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by Schuler Shook in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

- A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.
- B. Coordinate with and assist Cost Consultant to establish Estimate of Probable Construction Costs.
- C. Confirm Project Design and Construction Schedule

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. Meet with EDAW AECOM and representatives of The City of Chicago to discuss specific lighting opportunities and requirements. Discuss the overall architectural aesthetic as well as design issues related to specific scope areas. Base Services scope areas to include the following:

- Pedestrian Lighting (Low Level) at Breakwater Pier

- 31st Street Axis Marker
- Peninsula Park
- Skyline Terrace Steps
- Pedestrian Lighting (Low Level) at Lake Michigan Overlook
- Pedestrian Lighting (Low Level) adjacent to Restaurant/Harbor Facilities
- Pedestrian Lighting (Low Level) adjacent to Festival and Play Lawns
- Pedestrian Lighting (Low Level) at Overlooks adjacent to Lawns
- Area Lighting at Playground
- Marker lights at Pier edge as required for navigation
- Lakefront Trail Underpass
- New Drop off area
- Entry Drive
- Public Access Boat Ramp

B. Visit the site to observe existing conditions. Observe ambient illumination levels in surrounding areas in order to understand project context.

C. Develop lighting design concepts in collaboration with EDAW AECOM and the City of Chicago, considering such issues as the dramatic use of light, enhancement of the architecture, uniqueness of design, visual comfort, and functional criteria including fixture durability, fixture corrosion resistance, fixture submergibility, illumination levels, fixture and lamp types, energy efficiency, lamp life, maintenance and control systems.

D. Prepare one (1) set of presentation materials as required to illustrate lighting concepts for key elements. Materials may include sketches, fixture information, fixture samples, and photographs of similar applications.

E. Meet with architect and City representatives to present and discuss the lighting concepts.

F. Meet with architect as required to further develop the lighting concepts in conjunction with the progression of the architectural design.

G. Prepare preliminary lighting layout drawings, fixture schedule, and fixture information sheets.

H. Perform computer lighting calculations and analysis, as required, for any of the following elements that require specific illumination levels for critical tasks:

- Breakwater Pier
- Pier adjacent to Restaurant/Harbor Facilities
- Playground Area Lighting
- Pedestrian Lighting (Low Level) Adjacent to Restaurant/Harbor Facilities
- Pedestrian Lighting (Low Level) Adjacent to Festival and Play Lawns
- Pedestrian Lighting (Low Level) at Overlooks adjacent to Lawns
- Ft. Dearborn Parking Lot
- New Parking West of Lake Shore Drive
- Reconfigured Lake Front Trail
- Lake Front Trail Underpass
- Entry Drive
- Public Access Boat Ramp

I. Prepare preliminary load schedules and control specifications for any elements requiring color changing or dimming controls. Provide narrative regarding overall control strategies for all fixtures in scope. All

photocell, time clock, and on-off lighting controls shall be specified by the electrical engineer.

J. Prepare preliminary energy calculations to confirm that the lighting within scope will conform to applicable energy codes.

K. Meet with architect to present and discuss the lighting layouts, fixture selection, cost estimate, and issues associated with the integration of the lighting into the architectural design.

L. Prepare and conduct mockups to illustrate specific lighting conditions. Prepare a report summarizing results. Up to two (2) mockups.

M. Assist in the development of architectural details relative to special lighting conditions. Assist in the integration of lighting fixtures into architectural details.

N. Review Design Development drawings. Comment as appropriate.

Q. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.

- Develop and/or collect data required for assigned templates
- Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
- Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
- Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.

R. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

S. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.

T. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

U. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

V. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

W. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

X. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Presentation Materials to Illustrate Lighting Concepts
 - Lighting Calculations
 - Lighting Plans
 - Lighting Fixture Schedule
 - Lighting Fixture Specification Sheets
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. Prepare in-progress lighting layout drawings, fixture schedule, and fixture information sheets and detail drawings as required.

B. Provide assistance as required to respond to Owner's representatives' comments related to the lighting within scope.

C. Meet with architect to review and discuss the lighting layouts and fixture selection, and to coordinate architectural details.

D. Communicate with Owner regarding control system design for lighting requiring color changing or dimming controls. Coordinate interface of these control systems with all other on/off lighting controls specified by the Electrical Engineer.

E. Prepare updated energy calculations to confirm that the lighting within our scope will conform to applicable energy codes. These calculations will be prepared as advisory to the project electrical engineers for their use in certifying the project's code compliance.

F. Attend coordination meetings with architect and the project electrical engineers to review and discuss the lighting layouts, fixture schedule, controls, and applicable energy code calculations, and to assist in the integration of the lighting into the project documents.

G. Prepare lighting layout drawings, fixture schedule, lighting fixture specification, and control schedule and specifications for areas requiring color changing or dimming controls. Prepare detail drawings regarding special fixture mounting conditions.

H. **REVISIONS-** at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

I. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for Schuler Shook's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. Schuler Shook 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, Schuler Shook is responsible to amend any template specifications sections which do not adhere to the following criteria:

- Specifications will follow performance criteria outline format.
- Specifications will identify acceptable manufacturers.
- No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
- 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.

J. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

K. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

L. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

M. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Lighting Calculations
 - Dimming or Color Changing Control diagrams as required
 - Lighting Plans
 - Lighting Fixture Schedule
 - Lighting Fixture Specification Sheets
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

N. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Lighting Calculations
 - Dimming or Color Changing Control diagrams as required
 - Lighting Plans
 - Lighting Fixture Schedule
 - Lighting Fixture Specification Sheets
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

O. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Lighting Calculations
 - Dimming or Color Changing Control diagrams as required
 - Lighting Plans
 - Lighting Fixture Schedule
 - Lighting Fixture Specification Sheets
- Specifications

Anticipated Phase Duration: 3 Weeks

P. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

Q. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

R. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Schuler Shook shall attend weekly project meetings during duration of Schuler Shook scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Schuler Shook's design intent and Construction Documents. On the basis of its observations while at the site, Schuler Shook will keep Client informed of the progress of construction.

Schuler Shook shall endeavor to secure compliance by the contractor to the plans and specifications. Schuler Shook shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Schuler Shook shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. WEEKLY PROJECT MEETINGS – Attend and participate in up to four (4) regularly scheduled weekly project meetings as required and two (2) monthly pay application meetings.

B. FIELD VISITS – provide a maximum of three (3) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.

C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Schuler Shook within five (5) business days. Maintain RFI and Bulletin Log.

D. SHOP DRAWING AND SUBMITTAL REVIEW - Schuler Shook will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by Schuler Shook within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by Schuler Shook until complete submittal packages are submitted.

E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.

F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by Schuler Shook. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.

G. FIXTURE AIMING– Schuler Shook will Supervise the electrical contractor in the focusing and adjustment of all adjustable lighting fixtures. Up to two (2) evening site visits.

H. CONTROLS PROGRAMMING– Schuler Shook will supervise the electrical contractor in the programming of dimming or color changing dimming controls as required. One (1) evening site visit.

- I. **POST CONSTRUCTION REVIEW** – PBC will review Schuler Shook performance in providing services during construction. Schuler Shook to attend one (1) meeting to discuss performance review.
- J. **RECORD DRAWINGS** – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- K. **LESSONS LEARNED** – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- L. **WARRANTY INSPECTION** – Assist PBC with warranty inspection at eleven months following substantial completion.
- M. **SITE PHOTOGRAPHY** – Provide copies of all site photography in digital format to PBC.
- N. **PERMIT OVERSIGHT** - 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.

Anticipated Phase Duration: 60 Weeks

PROPOSAL EXCLUSIONS

- A. **FEES** - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. **SERVICES** - as listed below:
 - Lighting design for any areas and spaces not specifically listed above
 - Daylighting calculations and analysis
 - Design services related to internally illuminated signage
 - Design and specifications for control systems other than dimming or color changing dimming control systems
 - Weekly design team coordination meetings where lighting design issues are not being discussed. We will attend meetings as required to coordinate lighting design scope.
 - Value Engineering beyond one (1) round.
 - Review of fixture alternates and substitutions exceeding more than 10% of total fixture types specified within our scope
 - Preparation of as-built drawings, aiming diagrams, and maintenance manuals
 - Filing of paperwork for energy code certification. Backup documentation regarding compliance to applicable energy codes will be provided to the project team for their use in completing the required documentation.
 - Emergency and exit lighting systems
 - Services related to UL testing and approval
 - Fabrication, assembly, and mounting of lighting equipment for mockups or site tests. Arrangement for temporary power and means of access for mockups and site tests.

- The procurement, mounting, or handling of lighting equipment in any way
- The equipment and labor necessary for testing, installation, and adjustment.

EXTRA SERVICES

- A. Pedestrian Lighting (Low Level) at 800 Slip Harbor
- B. Pedestrian Lighting (Low Level) at Community Sailing Program Docks
- C. Custom Lighting Fixture Design
- D. Presentation Level Color Renderings

Electrical, Plumbing, Structural & Site Utility Design

Primera Engineers, Ltd. will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Primera Engineers, Ltd. for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by Primera Engineers, Ltd. in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

The scope of work designed by Primera Engineers Ltd will be limited to:

Landside Civil/Structural

- Research existing utility maps and domestic water and sanitary possible connection points.
- Coordinate with AECOM and Architect to establish water and sewer loads, and establish size of waterline and sewer line.
- Review topography survey and concept plans to determine routing options for water and sewer.
- Review options for green roof drainage. Assume a portion of roof will drain through the new parking garage structure and will be collected.
- Coordinate demolition of utilities in area of proposed parking garage with overall site designer, AECOM.
- Design a new water service and fire protection service to accommodate the new buildings. Fire service and new mains include cathodic protection design, if soil conditions warrant.
- Design a new sanitary sewer service to accommodate the new buildings.
- Design of concrete retaining walls with shallow foundations for support of playground terraces. If deep foundations are required for support of these walls, design of the deep foundation system can be provided as an additional service.
- Design a new storm sewer service to accommodate roof drainage (if necessary).
- Design a sanitary lift station and force main for collection of landside and coastal sewer for this harbor. (if necessary)
- Permitting: Sewer connection Permit, Deep Excavation Permit, OUC Phase 2 Permit, Demolition Permit, IEPA Private Sewer Connection. Structural engineering support for a deep excavation permit can be provided as an additional service.
- Design of pedestrian pavement sections.
- Design of light pole bases.

Coastal Civil/Structural

- Research existing utility maps and make application for City Office of Underground Construction (OUC) Phase I Information Request to acquire public utility records in the vicinity of this site.
- Research existing breakwater design and/or as-built information to establish preferred location of new water service, either below grade or as an exposed line attached to the breakwater wall.
- Review topography survey and concept plans to determine routing options for water and sewer.

- Coordinate with AECOM and Chicago Park District to establish water demand, and establish size of waterline.
- Coordinate with the overall civil designer AECOM to determine water main connection point based upon the AECOM Utility Meeting Notes dated May 5, 2009.
- Design of new water service connections to accommodate the new Peninsula Park. It is our understanding that the primary use will be manual irrigation of turf area and anticipated waterline size of 2"-4".
- Design of new sanitary sewer service for the park.
- Design of water and sewer service to accommodate the marina along the western marina boundary.
- Design of the Skyline Terrace step walls and retaining walls with shallow foundations within the Peninsula Park between the existing breakwater and the walkway to the Lake Michigan Overlook. If deep foundations are required for support of these walls, design of the deep foundation system can be provided as an additional service.
- Coordinate with EDAA and Chicago Park District to establish details, requirements, and locations for points of connection. Three points of connection are anticipated.
- Provide construction administration as outlined below.

Electrical

- Design of the electrical service ductbank system from the existing ComEd manhole near Lake Shore Drive and 31st Street to the Marina electrical service entrance location.
- Design of electrical service entrance for the 31st Street Harbor development.
- Design of the telephone service ductbank system from an existing AT&T manhole near Lake Shore Drive and 31st Street to the Marina telephone service entrance room.
- Design of roadway lighting for the Marina Facility entrance road
- Design of electrical distribution to multiple utility service points along the coastline sidewalk based on load information provided by the marina designer. Design of distribution to slips or on floating docks is not included.
- Design of feeders and branch circuiting for pedestrian lighting along the beach side promenade, breakwater and fishing access area. Lighting design by others
- Design of feeders and branch circuiting for 31st Street Beacon
- Design of electrical distribution system for the Play Environment and Community Plaza area for lighting and festival power receptacles.
- Design of branch circuiting to landscape lighting, pedestrian lighting, underpass lighting, and bus drop off lighting fixtures based on lighting consultant advisory drawings
- Design of feeders and branch circuiting for two on-grade parking lots
- Lighting Design for Fort Dearborn Drive Parking, Parking Lot west of Lake Shore Drive, and realigned portions of the Lakefront Trail bike path.
- Branch circuiting for bike path pedestrian lighting

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for

elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

B. Coordinate with and assist Cost Consultant to establish Estimate of Probable Construction Costs.

C. Confirm Project Design and Construction Schedule

D. LIST TASKS

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. LIST ADDITIONAL TASKS USING FORMAT BELOW

B. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.

- Develop and/or collect data required for assigned templates
- Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
- Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
- Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.

C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.

E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary Site Electrical Layout Plan
 - Preliminary Site Electrical Single Line Diagram
 - Preliminary Site Utility Demolition Plan
 - Preliminary Site Civil Utility Plans
 - List additional
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

LIST ADDITIONAL TASKS USING FORMAT BELOW

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for Primera Engineers, Ltd. scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

E. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

F. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Site Electrical Plans
 - Site Electrical Single Line Diagram
 - Site Electrical Schedules and Details
 - Preliminary Site Utility Demolition Plan
 - Preliminary Site Civil Utility Plans
 - List additional
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Site Electrical Plans
 - Site Electrical Single Line Diagram
 - Site Electrical Schedules and Details
 - Site Utility Demolition Plan
 - Site Civil Utility Plans
 - List additional
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Site Electrical Plans
 - Site Electrical Single Line Diagram
 - Site Electrical Schedules and Details
 - Site Utility Demolition Plan
 - Site Civil Utility Plans
 - List additional
- Specifications

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Primera Engineers, Ltd. shall attend weekly project meetings during duration of Primera Engineers, Ltd. scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Primera Engineers, Ltd. design intent and Construction Documents. On the basis of its

observations while at the site, Primera Engineers, Ltd. will keep Client informed of the progress of construction.

Primera Engineers, Ltd. shall endeavor to secure compliance by the contractor to the plans and specifications. Primera Engineers, Ltd. shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Primera Engineers, Ltd. shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. WEEKLY PROJECT MEETINGS – Attend and participate in two (2) regularly scheduled weekly project meetings and no (0) monthly pay application meetings.

B. FIELD VISITS – provide a maximum of twelve (12) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.

C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Primera Engineers, Ltd. within five (5) business days. Maintain RFI and Bulletin Log.

D. SHOP DRAWING AND SUBMITTAL REVIEW - Primera Engineers, Ltd. will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by Primera Engineers, Ltd. within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by Primera Engineers, Ltd. until complete submittal packages are submitted.

E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contractor of observed deficiencies in the Work.

F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by Primera Engineers, Ltd. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.

G. POST CONSTRUCTION REVIEW – PBC will review Primera Engineers, Ltd. performance in providing services during construction. Primera Engineers, Ltd. to attend one (1) meeting to discuss performance review.

- H. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.
- L. PERMIT OVERSIGHT - 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.

Anticipated Phase Duration: 20 Weeks IDENTIFY THE ANTICIPATED DURATION OF CONSTRUCTION FOR YOUR SCOPE OF WORK.

PROPOSAL EXCLUSIONS

- A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. LIST ADDITIONAL
 - a. Electrical:
 - i. Design of CCTV, security, card access or emergency communication systems
 - ii. Lighting design services

EXTRA SERVICES

- A. Deep foundations for landside walls
- B. Deep foundations for coastal walls
- C. Deep excavation permit review landside wall foundation excavation
- D. Bicycle path underpass and wingwall structural design
- E. Steel sheet pile cutoff wall structural design for underpass
- F. Deep foundations for bicycle path underpass
- G. Deep excavation permit review bicycle path underpass foundation excavation
- H. Sanitary Lift Station
- I. Design of Gas Line Supply

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Coastal Infrastructure

AECOM USA, Inc. (AECOM) will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of AECOM for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by AECOM in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

1.0 Design Development

Design development efforts to be completed by AECOM include the following.

1.1 Kickoff Meeting

Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities. The kickoff meeting shall include discussion of coastal structures and dockage. Furthermore, these topics will also be the subject of a separate meeting to occur sometime between the kickoff meeting and the 60% design submittal review conference.

1.2 Regulatory Permit Support

AECOM will provide support for questions and issues that come up during the regulatory permit application process. We will support the PBC, URS, and CPD to answer questions that arise during the permit review process.

1.3 Coastal Engineering

a. Long Term Wind-Wave Hindcast

A site specific wave hindcast exercise will be carried out to develop an estimate of the long-term wave climate and the extreme offshore wave conditions off the study area. The offshore wave hindcast will be carried out using DHI's parametric wave hindcast model PWAVE. PWAVE is a computationally efficient spectral wind-wave model, which describes the growth and decay of short-period and short-crested waves at a single location within a fetch-limited water body. The model considers a time varying, spatially constant time series of wind speed and direction from a single geographic location representative of wind conditions at the site. The shape of the water body is described by the fetch lengths from discrete directions. The wind-wave growth equations are based on a JONSWAP, fetch-limited, spectral formulation. The effects of directional and frequency spreading of wave energy are accounted for by PWAVE.

Input to PWAVE consists of time series of wind speed and direction, the shape of Lake Michigan described by fetch lengths from discrete angles at e.g. 10° interval and directionally dependent wind speed correction factors for calibration purposes. A constant water level will be assumed. Output results from PWAVE consist of time series of significant wave height H_{m0} , zero-up crossing period T_z and mean wave direction MWD. Time series of wind data from Milwaukee (1956-96) and from Meigs Field (1982-1997) will be analyzed. The hindcast model will include data from years 1997 through 2009 if this data is readily available and in an appropriate format for this analysis. We will decide if using just one of the wind time series or some form for combination of both is most adequate as input for PWAVE. It should be mentioned that the quality of the hindcasted wave data will be dependent on how representative the wind record(s) is/are for the entire lake. The model results will only be as good as the input wind data.

Model output will be processed to determine, among other things, the offshore wave rose and the offshore wave climate (as percent occurrence of waves within a height range and direction of propagation) and to identify the storm events which lead to the highest hindcasted waves. An Extreme Value Analysis (EVA) will also be carried out on the output results to determine extreme offshore wave conditions. A number of functions will be tested to identify the most suitable distribution for extreme wave heights. The analyses will be carried out for all waves regardless of direction and also by wave direction.

Our work scope and budget does not include calibration. This would be difficult, and perhaps futile, given that the work scope approach involves utilization of a very simplified wind description. In addition, if we were to compare the PWAVE model results to a bouy location that is different than the project site, some additional cost would be incurred to run the analysis for the secondary location. The PWAVE model results will therefore be calibrated and validated as part of the wave transformation study as described below. The budget for this item is split equally between Gateway and 31st Street Harbors.

An alternative and technically superior approach to hindcasting the offshore waves would involve use of the 2D MIKE 21 SW Spectral Wave model for the analysis. The SW model includes an advanced representation of shallow water effects and wind wave growth and dissipation processes. It also comes at a higher computational effort. We are not recommending this approach due to the higher cost and project design period time constraints.

b. Analysis of Extreme Lake Levels

Analyze recorded water level data to define extreme high and low water levels, including lake level surge, by return period. The budget for this item is split equally between Gateway and 31st Street Harbors.

c. Combined Probability Analysis of Waves, Wind and Surge

Assessment of combined occurrence of wind, waves and surges. The budget for this item is split equally between Gateway and 31st Street Harbors.

d. Define Design Criteria for Coastal Structures including Design Life and Damage Criteria

e. Summary Matrix of Design Conditions for Coastal Structures and Dockage Systems

Considering Combined occurrence of lake levels, waves and surges

f. Wave Transformation Modeling to Supplement the Above Coastal Work Items

Numerical wave modeling will be carried out to transform the extreme offshore wave events to the coastal region - from deep water to the perimeter of the harbors. The wave transformation study will be carried out with the spectral wave model MIKE 21 SW. MIKE 21 SW is a new generation spectral wind-wave model based on unstructured (flexible) meshes consisting of triangular and/or quadrangular elements. The SW model simulates the growth, decay and transformation of wind-generated waves and swell in offshore and coastal areas as they propagate on an uneven bathymetry.

The model mesh used to propagate the offshore waves will be created on the basis of the bathymetric soundings collected by AECOM as part of the ongoing studies, as well as topographic and bathymetric data available from digital sea charts and in the public domain. The model bathymetry will be discretized using an unstructured flexible mesh consisting of triangular elements. The model mesh will include both the Federal Breakwaters and 31st Street outer harbor structures, which will allow computing the sheltering effect from the Federal Breakwaters of Gateway Harbor on waves reaching 31st Street Harbor from northerly directions.

The resolution of the meshes will range from a couple of kilometers in offshore areas to 100-200m in the nearshore region. Even finer resolution will be used to discretize areas close to the harbors.

Waves on the lee side of Federal Breakwater at Gateway Harbor or inside the new breakwater of 31st Street Harbor will not be an outcome from the SW model, since wave transmission, reflection and diffraction cannot be accurately represented in the SW modeling. The MIKE 21 BW model which has been used so far in the ongoing studies is best suited for this type of analyses.

A model calibration/verification exercise will be carried out using measured wave data from USACE buoy IL 001. Measured wave data exist for the period October 1991 through January 2004, so there is an overlap of several years with the wind data. The location of the wave buoy, roughly 2 miles NE of the Federal Breakwater, makes its measurements ideal for the purpose of model calibration and validation. The wave data is available in the public domain, so it will be collected and processed.

As part of the model validation exercise, the MIKE 21 SW model parameters will be defined in such a way that the offshore waves satisfactorily match the measured waves when transformed to the location of the buoys. Three significant storm events leading to the highest hindcasted offshore waves will be selected for the calibration and validation of MIKE 21 SW.

The calibrated MIKE 21 SW model will be used to transform the extreme wave heights to the offshore perimeter of the Federal Breakwaters and 31st Street Harbors, in order to provide design conditions for the breakwaters and other structures. The SW model will be used to transform from deep or intermediate water depths to just in front of the Federal Breakwaters and just in front of the 31st Street Breakwaters. This approach will adequately predict the sheltering of the Federal Breakwaters on waves coming from north and arriving at the 31st Street breakwater. The BW models will be used for detailed wave modeling inside of the harbor breakwaters.

It is envisaged that a total of 24 combinations of offshore wave parameters and direction of propagation and associated water level will be simulated (three wave directions and 2L 10W, 10L 20W 20L 10W, 2L 100W, 10L 100W, etc). 2L 10W indicates the combination of a water level L with a return period of 2 years with an offshore wave height W with an associated return period of 10 years. The eight combinations of water level L and offshore significant wave height W will be defined by AECOM, as well as the lake levels associated with the different return periods.

It should be noted that waves on the lee side of the Federal Breakwater at Gateway Harbor will not be an outcome from the SW model since wave transmission, reflection and diffraction cannot be accurately represented in the SW modeling. The MIKE 21 BW model which has been used so far in the ongoing studies is best suited for this type of analyses. Additional MIKE 21 BW modeling is included to transform waves from the Federal Breakwaters to the proposed Gateway Harbor breakwater and perimeter structures for a reduced set of conditions totaling 6 simulations, including 2L 10W, 10L 20W and 10L 100W from two directions.

g. Wave Agitation Modeling to Further Optimize Structures

One additional scenario for wave penetration and agitation at the 31st Street Harbor will be explored using the numerical wave model MIKE 21 BW. This scenario incorporates two modifications to the geometry of the harbor structures:

- 1) Removal of the west wharf pier wall

2) Shortening of the east breakwater stub

This new scenario will be tested using MIKE 21 BW for two combinations of water level and wave height from one direction of incidence (total of 2 simulations). No other modifications than those related to the new geometry of the structures will be introduced to the already existing model setups.

Harbor agitation design criteria along with all other design boundary conditions will be a part of the discussion by the design team as we work towards the best design solutions. Harbor agitation design criteria will be included in the coastal analyses deliverables.

h. Value Engineering effort with URS team for Breakwater Designs

AECOM will participate in a value engineering effort that is targeted to optimize the breakwater cross section. This effort is not intended to further investigate breakwater structures that are significantly different than the current concept such as caisson or steel cell structures. The process will be targeted to maximize the efficient use and sizing of stone within the breakwater section from the perspective of constructability, quarry stone availability and pricing implications, and stability. For those portions of the harbor structures comprised of composite steel and stone structures, the AECOM and URS teams will discuss possible refinements to optimize these structures if possible also. The value engineering process will include meetings with URS and value engineering analyses.

i. Optional Additional Numerical Model Studies

A budget is provided for additional numerical model runs that may become necessary following discussions with the PBC and CPD team and after completion of the analyses discussed above. If the team collectively should decide that additional wave agitation analyses are warranted based on the results of the above work scope analyses, two additional wave agitation runs will be made with the numerical models for this harbor to further explore the wave agitation frequency and associated design boundary conditions for the perimeter structures and dock systems. Since it is not possible to completely know what the analysis results will be in advance, this optional budget is provided to accommodate the potential for additional analysis. This scope item is provided in response to comments provided in a letter from Baird dated June 25, 2009. It is not possible for the AECOM design team to commit to an unlimited modeling scope as suggested by Baird. Therefore, this optional budget is provided in the event that the final design modeling and discussions with the various PBC and CPD team members indicates that more modeling will help with final design decision making and boundary condition development.

DHI, Inc. will perform many of the coastal engineering numerical modeling efforts for the design development phase of the project since these efforts will need to be completed very quickly given the fast track design schedule.

1.4 Upland Infrastructure Environmental Review and Soil Management Plan

AECOM understands that another consultant has been retained by PBC to conduct Phase I & II Environmental Site Assessments (ESAs) for the upland improvements at the 31st Street Harbor site. AECOM will evaluate the data compiled in the ESAs. Based on the analytical data, AECOM will prepare a Soil Management Plan for handling the soils during the proposed development of the site. Options for reuse on the property will be provided with details of the required engineered barriers. The plan will also include off-site disposal options in the event that excess material exists at the site that cannot be reused. The Soil Management Plan will be prepared in accordance with 35 Illinois Administrative Code 742. The intent of the plan will be to limit potential exposure to human health and the environment resulting from the subject material.

2.0 Construction Documents

2.1 General

2.2 Description of Project

1. Provide engineering and design services for the 31st Street Harbor. The harbor will contain approximately 830 new boat slips and new public park facilities. This harbor is located immediately south of the 31st Street beach and extends approximately 2500 feet south to approximately 37th Street.
2. The 31st Street Harbor includes the construction of a 2700 foot long breakwater, a new public park adjacent to the 31st Street pier, and a 250 foot long stone groin at the harbor mouth. The project will include the creation of approximately 2.1 acres of park at the east end of the 31st Street Pier.
3. The original shoreline in the vicinity of the 31st Street harbor was created as part of an extensive lakefill project. The majority of this man-made shoreline was armored with timber pile stepped quarry stone revetments which were constructed during the 1920's and 1930's. This reach of shoreline was completely reconstructed during 1999 and 2000 as part of the Chicago Shoreline Storm Damage Reduction Project. The design basis generally follows a General Design Memorandum (DM3) prepared by the Corps of Engineers (USACE, 1998), and a design basis study that is specific to the reach between 31st and 37th Streets (STS, 1998). The top elevation of the new steel sheet pile wall (promenade elevation) is 6.0 ft. LWD. The three steps landward of the promenade have a terminal elevation of 15.0 ft. LWD. The new shoreline revetment includes an armor stone toe berm constructed in front of the new steel sheet pile that fronts the promenade structure. Furthermore, a boat ramp was constructed south of 31st Street in anticipation of a future harbor. This boat ramp will now become a central feature of the proposed harbor.
4. The 31st Street pier extension design and beach reconstruction project completed during the late 1990's forms the northern edge of the proposed 31st Street harbor. Plans and design basis studies for this recently completed structure are available from the City of Chicago.
5. Project Elements. The major project elements include the following:
 - a. Point Park – a new 2.1 acre park will be constructed adjacent to the south side of the 31st Street each pier. The lake side of the park will include a stone revetment to withstand open coast Lake Michigan wave attack. Point Park will include the placement of stone fill that will cover approximately 4.8 acres of the lake bottom.
 - b. Breakwater –the east side of the harbor will be comprised of a new stone breakwater that will extend for a distance of 2,050 feet from the south end of Point Park. The stone fill will cover 8.8 acres of the lake bottom.
 - c. Stone groin – a new stone groin will extend out into the lake a distance of 250 feet from the existing shoreline revetment at 37th Street. This groin will provide wave protection for the harbor at the harbor entrance. The groin will have a similar cross section to the east side breakwater; however, a concrete access path will be constructed on top of this structure. The stone fill will cover approximately 0.9 acres of the lake bottom.

2.3 Services

2.4 Description of Services

1. General. Prepare final Plans and Specifications (P&S) for the construction of the 31st Street Harbor Project including the Pointe Park lake fill and revetments, and the proposed stone breakwater and groin structure (the project). In addition to the P&S, provide a construction cost estimate (CCE) for the project and a detailed design analysis of the project features. Obtain a City of Chicago Harbor Permit. This effort includes meetings with the City of Chicago and Park District permitting engineer, the production of hand calculations supporting the project design, and the resolution with the City permitting engineer any questions he has about the subject project's design. The Harbor Permit is required before construction can start. OUC coordination will also be accomplished. Project decisions, City of Chicago and Park District agreements, and design assumptions, and other required information shall be applied to this set of P&S as applicable and appropriate.
2. Reviews. Submit the project P&S for review at the 60%, 90% and 100% completion levels to be completed prior to the final submittal. The design analysis (DA) shall be submitted at the 60% review level and finalized at the 100% review level. Address comments generated by the CPD and PBC during the review process and provide written responses to these comments.

2.5 Scope of Services

1. Deliverables. Provide the following deliverables except as noted otherwise:
 - a. Subsurface exploration, soil testing, and geotechnical evaluation:
 - (i) A subsurface exploration, soil testing and evaluation were performed by GeoServices, Inc. (GS) during the fall of 2007. A geotechnical engineering report is available for review. An additional exploration and report will be completed for the final design phase by GS (see BASE WORK Scope for GS) for Gateway Harbor.
 - b. Bathymetric and Land Surveys:
 - (i) Bathymetric Surveys have been completed by EDI during late winter of 2008. Data from this survey and a lake bottom contour map are available in electronic format. Base map information for adjacent areas including the 33rd to 37th shoreline restoration project and for the 31st to 33rd shoreline restoration project are available from the Corps of Engineers. Base map information for the 31st Street beach and pier are available from the City of Chicago. AECOM will compile a consolidated base map for the project area and adjacent areas to the level of detail required to complete the design documents.
 - c. Analysis and Design:
 - (i) Produce a site-specific Design and Analysis (DA) document. The DA shall include design and analysis of the geotechnical, structural, park flooding and coastal elements for the project's P&S. Perform all site-specific analysis and design using City, Park District and COE design criteria, or industry criteria if City/Park District/COE criteria are

unavailable, that are applicable to Civil Works projects. Analysis and design requirements for each design discipline are outlined in Appendices B, C, and F of this proposal. Analysis requirements for coastal engineering are provided in the Design Development portion of this proposal. Design "foundation" issues that will affect and determine the final design of the harbor structures, and that will be discussed at the beginning of the design process with PBC/CPD, include the following:

1. Serviceability/survivability of the proposed coastal structures
 2. Risk/benefit discussion to support the selection of appropriate design criteria for the engineering work.
- (ii) The DA shall include both calculations and descriptive narratives. One design analysis report will be produced for each technical discipline.
- (iii) Perform all site-specific civil design required to complete the P&S. Civil design requirements are outlined in Attachment D of this SOW.
- d. Plans. Prepare a detailed set of plans for the bidding and construction of the project. Plans shall be produced in accordance with the product deliverable detailed in paragraph 1 of Attachment A.
- e. Specifications. Prepare contract specifications for the bidding and construction of the project. Specifications shall be produced in accordance with the deliverable description detailed in paragraphs 3 and 4 of Attachment A.
- f. Construction Cost Estimate. The AECOM shall complete the construction cost estimate (CCE) in accordance with requirements detailed in Attachment E.
- g. Quantity Estimates. The AECOM shall complete quantity estimates in accordance with the requirements detailed in Attachment E.
- h. The AECOM shall provide copies of the plans at the 60%, 90%, 100% and final completion stages.
2. Quality Control. The AECOM shall provide Quality Control Services
3. Coordination:
- a. Conferences and Meetings. All conferences and meetings in addition to those specifically included in listed task items shall be held at the Chicago Park District offices unless otherwise indicated.
 - i. The AECOM shall attend one pre-design conference. The AECOM shall have reviewed all information furnished by the Park District and PBC, and shall be prepared to discuss any outstanding issues at the conference.
 - ii. The AECOM shall attend an on-board project review meeting held shortly after the 60%, 90% and 100% submittals. During the meeting, significant review comments on the submittal shall be discussed and resolved.
 - iii. Four Miscellaneous Meetings with Chicago Park District/PBC team staff.

- b. Utility Remediation or Relocation. The AECOM shall conduct the following Utility Remediation or Relocation effort prior to and during preparation of plans and specifications:
- iv. Verify with the owners the existence and the physical and operational conditions, of the utilities that could interfere with the construction work to be designed under this contract.
 - v. Identify the degree of impact these utilities have upon the construction work and the degree of impact the construction work has upon the utilities.
 - vi. Determine in coordination with the utility owners and in coordination with the City and the Chicago Park District, a preliminary concept for the relocation and remediation of utilities found to interfere with the construction work.
 - vii. Provide at the Initial Submittal a Utility Coordination Summary Report that identifies and describes the utilities.
 - viii. Provide at the Pre-Final Submittal a final Utility Coordination Summary Report that includes the paragraph (4) requirements and also identifies the date of concurrence with the utility and the name and telephone number of the utility's point of contact, and state if the relocation/remediation work needs to be performed before the start of construction or if it can or should be done during construction. The report shall also include all correspondence, meeting reports, and telephone records of the work listed in paragraphs (1), (2), and (3) above.
 - ix. Review and comment on submittals and shop drawings issued by the utility company for the proposed utility relocations. Incorporate into the design those measures determined to be necessary to accommodate all required relocation/remediations.
- c. The Board of Underground process will involve the following steps:
- Submit request for information retrieval.
 - Submit informal drawing set prior to facility protection review.
 - Submit for facility protection review.
- d. IDOT Permits Coordination. The AECOM shall be responsible for identifying and coordinating haul routes, road restrictions, permits, and other special restrictions and requirements with IDOT. Specifically:
- Determine restrictions on haul routes between the project site and disposal areas. Determine the requirements the construction contractor must meet to obtain road use permits.
 - A local road map identifying public roads that will be permitted to be used as haul routes for the construction shall be furnished with the 100% submittal.

- e. Contract Award. AECOM shall prepare all amendments to the final drawings that pertain to their final plan development effort.
- f. Harbor Permit. A Harbor Permit will be obtained from the City of Chicago before construction begins. The permit submittal effort shall be accomplished after the P&S are complete and prior to award of the construction contract. The permit effort covered by this scope of work shall include the following:
 - Attend meetings with the City of Chicago Permitting Engineer to determine Permit Requirements and to resolve any questions the Engineer has on the project design.
 - Calculations supporting the design. The load cases and features to be supported by the hand calculations shall be determined after meeting with the City of Chicago Engineer responsible for Harbor Permits.

AECOM shall attend an informal coordination meeting at the 60% submittal level, and will make the formal harbor permit submittal at the 100% submittal stage.

2.6 Submittals

2.7 Database Information

1. Subsurface Exploration and Geotechnical Analysis Summary Report.
2. Bathymetric Survey and upland base map information.
3. Numerical modeling reports.
4. Design Basis Computations

2.8 60% Submittal

1. AECOM shall submit drawings, specifications, preliminary quantities and cost estimates to the 60% level of completion for review. AECOM shall also submit copies of the Specifications, copies of select 100 percent draft sheets for OUC review. Finally, design analysis reports shall be provided.

2.9 90% Submittal

AECOM shall submit drawings, specifications, preliminary quantities and cost estimates to the 90% level of completion for review. Design analysis reports shall be provided to the 90% completion stage.

2.10 100% Submittal (Pre-Final)

1. 100% Submittal (Pre-final): AECOM shall submit the completed drawings, technical specifications, quantities, current cost estimate, construction duration, and a bidding schedule. All review comments made up to this point shall be incorporated. The Pre-Final submittal shall consist of the following:
 - a. PLANS: The completed Plans shall consist of the cover sheet with vicinity and location maps, the index sheet(s), all plans and profiles with strip logs, and all appropriate detail sheets and boring logs that will be in the final set completed to a 100% level.
 - b. SPECIFICATIONS: AECOM shall submit copies of the completed Specifications.
 - c. DESIGN ANALYSIS: The final Design Analysis shall be submitted. It shall be complete, checked, and all review comments shall be incorporated or resolved.
 - d. QUANTITY AND COST ESTIMATES: AECOM shall submit copies of the completed Quantity and Cost Estimate.
 - e. COMMENTS: AECOM shall submit two (2) sets of review comments and responses. One (1) set shall be in a digital format and the other shall be a hard copy. The responses shall indicate concurrence by AECOM, or, in the case of non-concurrence, a brief explanation will be provided as to why the comment was not incorporated.

2.11 Final Submittal

1. Final Submittal: AECOM shall submit the Final plans and technical specifications, quantity and cost estimates, construction duration and bidding schedule to the CPD and PBC after incorporating all comments. The Final submittal shall consist of the following:
 - a. PLANS: AECOM shall submit copies of the Final Plans.
 - b. SPECIFICATIONS: AECOM shall submit copies of the Final Specifications.
 - c. QUANTITY AND COST ESTIMATES: AECOM shall submit the Final Quantity and Cost Estimate.
 - d. COMMENT RESPONSES: AECOM shall submit two (2) sets of review comments and responses. One (1) set shall be in a digital format. The responses shall indicate AECOM's concurrence, or, in the case of nonconcurrency, brief explanations of why comments are not incorporated in the Final Submittal.
 - e. Design reports: Submit the Final Design Analysis Reports.

2.12 Additional Design, Exploration and Construction Document Preparation Services**2.13 Anchor Pile Design**

The scope of services will include the design of the pile foundation system for the floating infrastructure in addition to the dolphins, navigation piles and boat landing piers. LPile and wave equation analysis (WEAP) will be performed for each pile type. Design drawing and specifications will also be provided. We will prepare drawings for the Office of Underground (OUC) submittal as well as submit the permit application to the City of

Chicago OUC. The design does not include the cost of additional soil borings if the City should request these. The design will rely on the existing available soil borings. One or more load tests may be required by the City of Chicago as part of the final permit. We have included observation and test evaluation for three (3) load tests. Any such test(s) would likely be conducted on land with the use of predrilling or casing to reduce the contribution of soils that are not in the typical profile for the service piles. We have not included the cost of the actual load test(s) – such tests will be arranged, compensated for and coordinated by the URS team.

2.14 Upland Infrastructure Geotechnical Engineering and Exploration

a. Earthwork

We will perform a total of two (2) soil borings to a depth of 8 feet below grade for future utilities trenches. Laboratory testing including moisture content and hand penetrometer testing will be performed on obtained samples. Formal boring logs will be provided.

b. Infiltration Testing

A hydrogeologist will perform two (2) infiltration tests at the site located at 31st Street and Lake Michigan in Chicago, Illinois. The testing will be conducted in general accordance with recommended procedures provided in the City of Chicago Stormwater Management Guidance Manual (Section 3.2.1.1). We have based our cost estimate and schedule on the following assumptions:

- 1) excavation or drilling activities required to reach the target depths will be performed by others;
- 2) water for infiltration testing will be available on-site, either from an existing water supply or the driller's water supply;
- 3) all field work will be performed in one day and,
- 4) OSHA Level D PPE is sufficient for field work.

After field work is completed, we will analyze the data to evaluate soil infiltration rates. Results will be provided to in a brief letter.

c. Parking Garage Geotechnical Engineering Services

Subsurface Exploration: We propose a total of twenty nine (29) soil borings. We propose to extend the borings to the top of bedrock, approximately 40 to 55 feet below grade.

All soil borings will be performed by utilizing truck-mounted drilling equipment. Representative soil samples will be recovered at 2.5 foot depth increments to a depth of 15 feet and at 5 foot depth increments. We will utilize thin-wall Shelby tube samplers where cohesive soils are encountered, and split-barrel sampling techniques in cohesionless, granular soils. We will make water level observations in the borehole both during and immediately following completion of the drilling and sampling operations. The borehole will be grouted to prevent it from becoming a passageway for the vertical movement of water. We have assumed in the preparation of this proposal that all soil boring locations will be readily accessible to truck-mounted drilling equipment during normal weekday work hours. We will measure the ground surface elevations at the boring locations referenced to a given or assumed nearby benchmark. Elevations relating to Chicago City Datum (CCD) will be given in the report only after a convenient reference benchmark is provided to AECOM.

AECOM and its subcontractors will notify the DIGGER Utility Alert Network to mark public utility lines in the area where the borings are to be performed. However, AECOM and its subcontractors will not be liable for damages caused by the exploration field operations to underground utility lines which are either incorrectly or not marked.

In-Situ Vane Shear Testing: As required by the City of Chicago, we will perform in-situ vane shear testing at 5 foot intervals staggered from boring to boring in the soft clays in eight (8) borings. The vane shear tests enable a better evaluation of the soil shear strength, particularly of the soft clay layer. These in-situ test results can be utilized to evaluate the potential for lateral soil squeeze which may occur during the drilling of caisson foundations, if utilized.

Laboratory Soil Testing: All soil samples recovered from the boring will be returned to our Vernon Hills, Illinois laboratory for further observation and testing. We will visually classify and determine the natural moisture content of each soil sample. Where cohesive soils are recovered, we will estimate the unconfined compressive strength utilizing a hand penetrometer. Where granular soils are encountered, the Standard Penetration Resistance values will be determined in-situ as the borings are advanced. The results of our field observations and field and laboratory tests will be summarized on a formal boring log which will become a part of our geotechnical engineering report.

Engineering Report: We will evaluate the field and laboratory data for the proposed parking garage. We will provide pertinent recommendation for foundation design and construction of the proposed structure, including general earthwork, backfill and compaction requirements. We will prepare a written geotechnical engineering report which presents a summary description of the soil and groundwater conditions encountered in the borings. The report will also include pertinent recommendations for design of foundations for the proposed structure. Our recommendations will include foundation type, recommended soil bearing layer and design allowable soil bearing pressure or estimated foundation settlements. Potential construction problems related to soil or groundwater conditions will also be discussed. Our report will be prepared under the direction of a Registered Professional Engineer-Illinois.

2.15 Navigation Light Design

AECOM will prepare the structural and civil engineering design for a navigation light at this harbor. This light will be a standard light similar to one recently constructed at Montrose Harbor. Electrical engineering will not be included in our work scope. If a more comprehensive or complex navigation light is required, the additional costs are not included in this work scope. Navigation light design will be coordinated with and satisfy USCG requirements.

2.16 Coastal Consultation for Wave Overtopping Management at Building Seawall Openings

The proposed building at the lakefront will include several proposed building structure openings out onto the existing concrete promenade along the lakefront. The promenade level is only 0.1 feet above the 20 - year lake level. AECOM will work with the building design team to provide guidance on how to manage the wave energy from small waves that will lap up on the promenade level so that this wave action does not impact the building

finished floor levels. This may include the development of a seating wall and wave overtopping drainage management approach. In addition, we will participate in the setting and structuring of the building opening configurations. This task does not include design level structural input. It includes the development of design concepts to accomplish appropriate wave management at the building opening areas. Detailed structural design work and plans and specifications associated with the selected concept will be the responsibility of others who will be designing the upland building along with its transitions to the existing promenade. We will attend meetings with the AECOM design team as needed to input to this issue.

2.17 Structural Guidance: Existing Seawall Modifications to Accommodate Ramps/Building Openings

AECOM is the design engineer of record for the existing stepped revetment and promenade at this harbor. Our chief structural engineer is very familiar with the inner structural workings of this revetment and we have on file the record drawings and specifications. The proposed building structures on the land side of this revetment will include the puncturing through this revetment structure at several locations as well as reconfiguration of the structure to create transitions between the new building structures and the lakefront/harbor front promenade. Our lead structural engineer will provide guidance to the building designers with respect to the best way to accomplish these transitions and modifications to the existing structures. Detailed structural design work and plans and specifications associated with the selected concept will be the responsibility of others who will be designing the upland building along with its transitions to the existing promenade. We will attend meetings with the AECOM design team as needed to input to this issue.

2.18 Boat Lift Crane Well/Foundation Design

The project will include the design of a boat lift crane that may or may not be purchased and installed during the initial harbor rollout. However, this crane will require a structural well that would be incorporated into the upland landscape or within or adjacent to the existing promenade. AECOM will design the well and foundation for this crane including the preparation of construction drawings and specifications such that the site is ready to accept such a crane either as part of this project, or as part of a future phase.

3.0 PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications. AECOM will review and accommodate the requirements of the existing PBC front end contract documents. Our work scope does not include services related to preparing the front end specifications.

A. ADDENDA – input to addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

B. BIDDER COORDINATION – input to responses to bidders' questions during the bidding period.

C. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

D. BID EVALUATION – Review bids and input to evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

4.0 CONSTRUCTION ENGINEERING

4.1 General

In the interest of improving the quality of construction, to minimize cost and time growth, and to ensure continuity between the design phase and the construction phase of the subject project AECOM shall perform high level Engineering During Construction (EDC) services. This Scope of Work (SOW) covers the services required of AECOM for the subject project EDC effort.

The construction work limits for this EDC work order at 31st Street Harbor include:

- the construction of the Point Park fill and containment stone works including the Lake Michigan Revetment beginning at the existing 31st Street Pier and ending approximately 650 feet to the south.
- the offshore stone breakwater extending for a distance of approximately 2,050 feet to the south of Point Park.
- the 250 foot long stone stub groin at the entrance to the new harbor and adjacent to the existing shoreline revetment.

As the design engineer of record, AECOM will provide engineering services during construction to support the PBC construction administration team. These services will include high level engineering input from our principal design team, and periodic site visits and attendance at meetings.

4.1 Scope of Services

4.2 General

AECOM shall be responsible, as a minimum, for addressing requests for high level engineering technical assistance from the field, reviewing submittals, engineering support required during construction and through periodic site visits to observe that the intent of the design is being reflected in the construction of the project.

4.3 Pre Construction

AECOM shall complete the following preconstruction efforts:

- Pre-bid meeting
- Responses to contractor questions during the bid process
- Bid proposal reviews and tabulation
- Recommendation of award input

4.4 Review and Approve Submittals

AECOM shall be responsible for the review, approval, and coordination of submittals that the Contractor must provide for approval as outlined in the specifications. If a submittal is rejected or sent back for resubmission, AECOM shall check the resubmitted item(s) until it is finally approved. AECOM shall submit their review to the Construction Administrator (CA) within 14 calendar days of receipt of the submittal.

4.5 Site Visits

AECOM will perform a number of site visits by our principal design team when needed to clarify or investigate design issues. The first category of site visits is planned visits that will be performed by AECOM to coincide with significant and or special stages of construction. The second category of site visits is "As Needed" visits. These visits are generally required to provide additional engineering effort at any point in the construction contract.

1. AECOM senior design staff shall perform planned sites visits during the course of construction to monitor construction with respect to compliance with the plans and specifications.
2. AECOM shall perform "As Needed" site visits as requested by the CA. These visits will be scheduled at the request of the CA or Client to aid in resolving various construction problems as they arise. These visits supplement the basic design work order requirements. The "As Needed" site visits are required for but not limited to:
 - a. Resolve questions regarding design that arise during construction.
 - b. Address changed site conditions.
 - c. To gather technical input from the contractor and other sources in the resolution of major contract disputes.
 - d. Obtain information for and assistance in evaluating Value Engineering proposals.
 - e. Address any other significant design and/or construction questions that arise during construction.
3. AECOM shall be required to prepare a trip report for each visit and furnish it to the CA within five days of the visit.

4.6 Technical Assistance Requests (TAR)

TAR are requests for assistance prepared by the CA or Client during construction. There are three levels of TAR:

1. Level 1 TAR. A Level 1 TAR is initiated by a phone call or email request for assistance from the field and typically requires approximately two man-hours to resolve. The response to the TAR shall be written as an email or memorandum to the CA or Client. The CA will furnish copies for distribution to other applicable parties.
2. Level 2 TAR. If complete resolution of the problem, including the written response, takes more than approximately two man-hours then the TAR will be classified as a Level 2 TAR. A Level 2 TAR is

generally initiated by a verbal or written request for technical assistance from the CA or Client or may evolve from a Level 1 TAR. A Level 2 TAR generally requires approximately two man-days to resolve. Actual time may be more or less than this estimate. The response to the TAR shall be a written memorandum to the CA. The CA will furnish copies to other applicable parties.

3. Level 3 TAR. If resolution of the problem requires a modification to the Construction Contract resulting from increased construction cost or time, the TAR shall be classified as a Level 3 TAR. A Level 3 TAR is a request for technical assistance that requires a modification to the Construction Contract to resolve. A Level 3 TAR response includes preparation of all construction contract documents and cost estimates necessary to issue a modification to the Construction Contract. A Level 3 TAR will not be initiated without prior discussion and agreement with the Client and CA. In no instance shall AECOM proceed with the work on a Level 3 TAR until a mutually acceptable level of effort has been negotiated and a Notice to Proceed (NTP), executed by the Client, is received by AECOM. If the agreed upon level of effort can be accommodated within the contract budget, an e-mail notice to proceed from the Client or CA will be sufficient to mobilize the TAR 3 effort. If the level of effort needs to be higher due to an unusual and unforeseen situation, and if it is in the best interest of the Owner to have AECOM involvement beyond the normal work scope, a formal change order will be required. Each Level 3 TAR response shall include 5 full sized copies and 5 half-sized copies of revised drawing sheets, and 5 copies of the revised specification sections.
4. Initial Response. AECOM shall provide an initial verbal response to each TAR, which shall include:
 - a. A date and time for a site visit if a site visit is required.
 - b. Questions to the CA necessary to clarify the problem.
5. An AECOM response to each field problem shall not exceed 1 business day from receipt of a Level 1 TAR or 10 business days from receipt of a Level 2 TAR. If a Level 3 TAR is required, AECOM shall immediately notify the CA and Client to arrange a due date for the response. In most instances shall the revised drawings, specifications and bid schedule be received by the CA and Client will be completed within 20 calendar days from receipt of the NTP for a Level 3 TAR.

AECOM will be present periodically in the field as needed to provide high level engineering construction observation and support to the CA and Client. AECOM senior design staff will attend significant field status meetings and observe construction status and specification compliance during these field efforts.

4.7 Harbor Dock Anchor System Construction Services

4.8 Construction Engineering for Anchor Piles

We propose to note the equipment and procedures used to advance the piles to the desired depth and compare these procedures to those submitted by the contractor.

The following will be recorded during pile driving:

1. Pile location

2. Installation equipment used and identifying number
3. Initial length of pile
4. Pile tip elevation (required/actual)
5. Observation of splices
6. Pile cut-off elevation (required/actual)
7. Final pile length
8. Calculate the pay length
9. Design pile capacity
10. Blow counts

We will submit an individual record of each pile with our Daily Field Reports summarizing the services performed. We will also perform PDA field testing and a CAPWAP analysis for each pile type.

We will observe the construction of $\frac{1}{4}$ of the cable anchors constructed at the site. We will record the as-built size of the anchor.

We also propose to provide a Technician to perform the following services for concrete anchors:

- Check ready-mix truck ticket for approved concrete mix number
- Test consistency (slump) of fresh concrete for each set of cylinders cast
- Perform air content tests for each set of cylinders cast for air entrained mixtures
- Measure concrete and ambient temperatures at placement time for each set of cylinders cast
- Record batch-to-placement time
- Per ACI 318, cast a set of 4-inch by 8-inch compressive strength specimens consisting of 5 cylinders for 100 cubic yards, or fraction thereof, so that 1 cylinder can be tested at seven days and 3 cylinders tested at 28 days. The remaining cylinder will be held in reserve in case additional testing is required. Initially cure the cylinders on-site, and then transport the cylinders to our laboratory the following workday for moist curing and subsequent testing

4.9 Upland Infrastructure Construction Services

1. Earthwork and Pavement

During subgrade preparation, structural fill placement and compaction of the sub-base materials, we propose to observe subgrade soil at design elevation or prior to fill placement to evaluate if unsuitable soils, organics, topsoil, or other materials determined to be unsuitable have been stripped. We will observe proofroll of the subgrade areas for evidence of deflection and/or rutting and provide recommendation to improve unstable or unsuitable soil. We will obtain from the project site samples of the proposed fill, backfill and aggregate base course for laboratory testing consisting of a modified Proctor in accordance with ASTM D1557. We will also perform in-place density testing of the engineered fill using a nuclear moisture-density gauge or Dynamic Cone Penetrometer (DCP).

For any bituminous concrete pavements we will observe the contractor's stringline for comparison of the prepared subgrade and finished grade to the required (design) total pavement thickness. We will perform in-place density tests on the aggregate base course. Testing will be performed using conventional nuclear moisture-density gauge or Dynamic Cone Penetrometer (DCP) testing techniques at the frequency required in the specification. We will also check the delivery and mat temperature of the bituminous concrete mixes during paving operations and estimate degree of compaction of the bituminous concrete mixture using a nuclear-density gauge. We have assumed the earthwork and pavement activities will be completed within a 3 week duration.

2. Parking Garage Construction Services

We have assumed the project will require a field technician for a duration of 16 weeks, 5 days a week to complete the foundations for the proposed Parking Garage. We also understand the superstructure construction services will be performed by others.

Caisson Construction

We propose to have a Caisson Technician perform the following during the caisson installation:

- Attend caisson preconstruction meeting
- Note the equipment drilling procedures used to advance the caisson to the desired depth, and compare these procedures to those submitted by the contractor
- Visually classify the soils encountered at the design elevation and compare with the results of the subsurface exploration program to determine if the caisson bell is situated on the bearing stratum recommended in our geotechnical report
- Record the shaft diameter and bell size as measured at construction platform grade (i.e., no down-hole inspection)
- Record the bottom and top elevations, and plumbness of the caisson shaft as determined by the contractor's onsite survey crew
- Observe the caisson bell for cleanliness from construction platform grade (i.e., no down-hole inspection)
- Observe the steel reinforcing cage for bar size, grade, length, number of bars, and tie spacing before placement into the shaft
- Check ready mix delivery tickets for correct concrete mix design number
- Measure concrete and ambient temperatures at placement time for each set of cylinders cast
- Record batch to placement time
- Check the slump, temperature, and batch-to-placement time for each set of cylinders cast
- Cast a set of compressive strength specimens consisting of 5 cylinders for each caisson, so that 1 cylinder can be tested at seven days, and 3 cylinders at 28 days. The fifth cylinder will be held in reserve in case additional testing is required. Initially cure the cylinders on-site, and then transport the cylinders to our laboratory the following workday for moist curing and subsequent testing
- Submit an individual record of each caisson with our Daily Field Reports, summarizing our test results and observation
- Observe the caisson drilling operations and document obstruction(s) encountered. Obstruction documentation will include type of obstruction, depth encountered, methods utilized for removal, and time expended due to the obstruction

Our field representative will prepare Daily Field Reports for each site visit. This report will summarize our observations and field test results. Observations and test results will be compared to project specifications. During construction, our Project Manager will review and transmit field and laboratory reports to the project team on a periodic basis. A Corrective Action Log for field related items in our work scope that are observed by our representative and do not meet specifications will be prepared and submitted with the Daily Field Reports. As deficient items are corrected, they will be removed from the Corrective Action Log.

3. Peninsula Park

No tests are proposed by AECOM for fill placement in Peninsula Park. There are no major building structures proposed for this park; therefore, no special testing is required. Any typical soil and foundation testing that is required for this park is assumed to be covered by the URS team and their IDT firms.

5.0 Construction Administration Support

5.1 General

AECOM shall support the Construction Administration process to be performed by others, and shall fully coordinate this work with services provided by the AECOM design engineer of record who will be performing "Engineering During Construction" services as outlined above. This Scope of Work (SOW) covers the services required of AECOM for the subject project CA support effort.

5.2 Scope of Services

The AECOM project manager or his designated representative shall attend one meeting each week with the Construction Administration team at the field trailer. We will also perform a field observation for each site on one day each week. We will have our Project Manager or his Project Engineer attend the weekly meeting. The field observations will be accomplished by either the Project Manager or a Project Engineer as appropriate for ongoing site activities.

The AECOM project manager shall pull in senior design staff from our Construction Engineering team when necessary. We shall request their involvement at appropriate intervals or to address significant construction engineering issues that may arise. We shall record meeting and field observation notes for each meeting and site visit.

Attachments

Attachment A Drawings and Specifications

Attachment B Geotechnical Design

Attachment C Structural Design

Attachment D Civil Design

Attachment E Cost Estimate and Quantities

Attachment F Hydraulic Engineering Design Analysis

Attachment A

Drawings and Specifications

Drawings and Specifications

1.0 Drawings

1.1.1 Plans

1. General. AECOM shall prepare a set of plans (state plane NAD83 system) that will be used as a part of the construction contract documents. The plans shall consist of a cover sheet with vicinity and location maps; an index, abbreviations, standard symbols sheet; plans and profiles; and appropriate detail sheets. Design changes necessitated by changed site conditions, identified betterments, omissions from the furnished recommended designs, or an approved Value Engineering study, shall be coordinated with and approved by the Chicago Park District prior to incorporation. Plan sheets shall be subdivided into General, Civil, Structural, and boring logs. Plan sheets shall be adequately and clearly cross-referenced within the subdivisions and between the subdivisions. Redundancies shall be avoided. All sheets shall utilize a drawing border as requested by CPD/PBC.
2. Plan Requirements. All drafting work (linework and lettering) shall be laid out and plotted neatly. At a minimum, all drawings shall:
 - a. The latest version of CADD software to be preapproved by the CPD/PBC shall be used to prepare drawings.
 - b. The full-size sheet shall be 22 x 34 inches. The half-size sheet shall be 11 X 17 inches. The CPD/PBC can provide the drawing border in DGN format in the appropriate size, or AECOM will prepare the border. The drawing size selection should be confirmed when the project is mobilized. Once selected, the same sheet size shall be used for all project drawings.
 - c. At the time of final submittal, the Engineer shall furnish one record copy of the CADD standards that were used to prepare the drawings. The standards will identify specific level assignments and other settings that were used.
 - d. At the time of final submittal, the Engineer shall furnish one record copy of the pen tables that were used to prepare the drawings.
 - e. The north arrow on plan sheets shall be pointed toward the top or left of the sheet. The drawings shall show all elevations in feet above the Low Water Datum (LWD).
 - f. Appropriate labels such as "Lake Michigan", "Baseline", "B.M.", "T.B.M.", and notes covering Datum reference plane, and date of survey shall be shown on the drawings. New grading shall be indicated by slope symbols. A legend shall be provided on the Index Sheet to define all symbols.
 - g. A Sheet Index that lists each sheet number and sheet title in the plan set. The Sheet Index shall follow the cover sheet.
 - h. Horizontal and/or vertical graphic scales shall be shown for every plan, section or detail on the drawings.
 - i. Separate sheets shall show the complete boring logs for this project. Strip logs shall be shown on the profiles at the location of the borings.

2.0 Technical Specifications

2.1 Specifications

1. The Engineer shall prepare the entire specification package including front end and project technical specifications that will be used as a part of the construction contract. The technical specifications shall be prepared in accordance with the Construction Specifications Institute (CSI) 1995 format.
2. The Engineer shall prepare a narrative description of work that will be included in the Invitation for Bids.
3. The Engineer shall prepare a Bidding Schedule that will include construction quantities and units and be used in Section 00010.
4. The requirements of 13-32-125 in the new City of Chicago construction or demolition site waste recycling Ordinance associated with construction site cleanliness, including requirements for opaque fabric meshing (wind screen fence), will be included in the fence specification section.
5. For the final submittal, the Engineer shall furnish files for the entire specification in PDF except those noted to be in Microsoft Word 7.0 format. The files shall be furnished on CDROM.

3.0 Final Documents

Following award of the construction contract and prior to issuance of the NTP, the Engineer shall prepare a Contract set of P/S. The requirements of this work are listed below:

1. Revise specifications to include all amendments and the award information provided by the Chicago Park District.
2. Identify the TITLE SHEET of both the plans and specifications with the words "CONTRACT DOCUMENT - MONTH YEAR" in bold type.
3. Include the Specification Number on the Title Page and each page of the plans.
4. Provide a CD-ROM of the Contract Drawings and Specifications. The specifications shall be in Word and the drawings shall be in DGN format.

Attachment B

Geotechnical Engineering Design Analysis

Geotechnical Engineering Design Analysis

1.0 General

1. The proposed harbor will be formed by a 2700 foot long crescent shaped breakwater situated approximately 1300 feet off shore. A stub groin projecting 250 feet from shore will be situated at the south entrance to the harbor. Both of these structures will be constructed as stone fill dikes faced with armor stone. The dikes will extend to approximately 30 to 35 from the Lake bottom.

Point Park will be situated at the intersection of the offshore breakwater and the existing 31st Street pier. The park land will be created as a armor faced stone fill placed on the lake bottom.

2.0 Description of Work

1. Perform all the Geotechnical analysis and design required to complete the project P&S. This effort shall be incorporated into the project DA.

3.0 Specific Items of Work

1. The following items shall be considered when completing the geotechnical portions of the project DA:
 - a. Geology of the project area
 - b. Subsurface investigations performed and information pertinent to this project area including geophysical surveys.
 - c. Laboratory and in-situ tests performed in the project area
 - d. Subsurface conditions, soil parameters and extent for each layer, and depth to bedrock in project area. Appropriate subsurface profiles will be developed to depict these conditions.
2. The geotechnical analyses required to support the design analysis shall include or address the following:
 - a. Slope stability analyses of the offshore and stub breakwaters and lake fill land mass considering End-of Construction, During Construction, and Long Term Conditions.
 - b. Settlement analyses to determine total settlement of the stone fills bearing on the lake bottom and the impact of the settlement on structures supported in the fill.
 - c. Soil strength parameters to be used for structure design
 - d. Materials for soil and stone fill, geotextile fabric, and erosion control materials as required for the breakwaters and lake fill land mass. Evaluate materials for compatibility, constructability and availability in relation to the quantities required for this project area.

4.0 References

1. Utilize Corps of Engineers design manuals to the maximum extent possible in the preparation of this design. Recommended references are:
 - a. EM 1110-2-1902, Stability of Earth and Rock-Fill Dams
2. Previous investigations and other reports related to this project include:
 - a. Fugro-McClelland Marine Geosciences, Inc. (1994), Integrated Geophysical and Geotechnical Investigation, Chicago Shoreline Erosion Storm Damage Reduction Project Reach 4, Chicago, Illinois, prepared for U.S. Army Engineer District, Chicago
 - b. Ocean Survey, Inc. (1997), "Seismic Refraction Survey, Reach 4, Chicago, IL", prepared for Patrick Engineering, Inc., under contract to U.S. Army Engineer District, Chicago
 - c. Patrick Engineering, Inc. (1997), Phase I Subsurface Investigation for the Chicago Shoreline Project, Reach 4/5A, prepared for U.S. Army Engineer District, Chicago
 - d. Warzyn Engineering, Inc. (1988), Subsurface Investigation, Illinois Shoreline Protection, Interim III, Chicago, Illinois, prepared for U.S. Army Engineer District, Rock Island
 - e. U.S. Army Corps of Engineers, Chicago District (1993), Illinois Shoreline Erosion - Interim III, Wilmette to Illinois/Indiana State Line, Storm Damage Reduction, Final Feasibility Report and Environmental Assessment
 - f. U.S. Army Corps of Engineers, Chicago District (1998), Chicago Shoreline Storm Damage Reduction Project I-55 to 33rd Street, Design Memorandum No. 3
 - g. STS Consultants, Ltd. (January 2000), Summary of Analyses of Batter Pile Capacity for Shallow Refusal Piles, Chicago Shoreline Project, Reach 4, Station 44+00 to 48+00, Segment 5, DL 01 to 08, prepared for the U.S. Army Corps of Engineers, Chicago District
 - h. STS Consultants, Ltd. (May 2000), Supplemental Subsurface Investigation –Reach 4, 33rd to 37th Streets, Chicago, Illinois, prepared for the U.S. Army Corps of Engineers, Chicago District
 - i. STS Consultants, Ltd. (December 2000), Summary of Analyses for Shallow Refusal Sheet Piles and Batter Piles and Recommended Design Modifications, Chicago Shoreline Project, Reach 4, Station 260+84 to 263+37, Segment 5I, DL 42 to 46, prepared for the U.S. Army Corps of Engineers, Chicago District
 - j. Geo Services, Inc. (December 2007), Geotechnical and Laboratory Testing Data Compilation Report, 31st Street Harbor, Chicago, Illinois prepared for STS

Attachment C

Structural Design Analysis

Structural Design Analysis

1. Include results of any field investigations and design computations made to determine the integrity of existing and proposed structures.
2. Explain slabs, piers and waterfront structure alternatives, structural systems, and components considered and the justification for selecting the component or system.
3. Include the following computations:
 - a. Computations for all steel members.
 - b. Computations for all concrete members.
 - c. Computations for all piling and foundation design.
 - d. Stability computation of all pier and retaining wall structures.
4. A summary of the results of the stability and structural analysis and design of relieving platforms, sheet pile walls, slabs and other water front structures shown on the drawings.
5. A summary of loads and load cases considered.
6. A summary of Soil profiles, Soil strength parameters, and foundation considerations.
7. A summary of Factors of safety used in the stability analysis.
8. Documentation of any proposed deviation from COE criteria.
9. References, Design standards, Engineering Manuals, computer programs, etc. used in the analysis.
10. All computer program output used in the design of any or all the structural elements.
11. Submit hand calculations/analyses detailing several design cases for the revetment wall if the wall analyses are done by computer program. These hand calculations are required to obtain the permitting required by the City of Chicago and Chicago Park District to build the project.
12. The deliverable shall be in form of design memorandum with all assumptions, analysis summaries and copies of checked computations that support the design drawings and technical specifications.
13. Prepare design sections, details and drawings showing the structural systems.

References:

1. Engineer shall utilize Corps of Engineers design manuals to the maximum extent possible in the preparation of this design. Recommended references are:
 - a. EM 1110-2-2104, Strength Design for Reinforced Concrete Hydraulic Structures, 1992.
 - b. EM 1110-2-2105, Design of Hydraulic Steel Structures, 1993.
 - c. EM 1110-2-2504, Design of Sheet Pile Walls, 1994.
 - d. EM 1110-2-2906, Design of Pile Foundations, 1991.
2. Engineer shall use the latest American Concrete Institute (ACI) and American Institute of Steel Construction (AISC) Steel Codes for design and construction of concrete and steel structures, respectively.

Attachment D

Civil Design

Civil Design

1.0 Description of Work

1. The Engineer shall perform the civil design for the Harbor Project. All vertical and horizontal control as well as mapping for the extent of project has been established. The Engineer shall reference all work to established control and mapping. Use the data provided to the fullest extent possible in preparing designs, alignments, layouts, quantity takeoffs, and real estate requirements. All analyses, design, Computer Aided Design and Drafting (CADD), real estate and technical writing work will be completed using the applicable Civil Works design criteria and references provided in this scope of work. Design activities required to accomplish project requirements and site development include the following:
 - a. Identify as-built features.
 - b. Identify and determine utility locations, relocations, and remediation.
 - c. Develop optimal structural alignment and revetment layout.
 - d. Prepare landscape, drainage and grading plan.
 - e. Calculate material quantities, discuss material descriptions and present placement methods.
 - f. Establish work and construction limits including staging, storage and access.

2.0 Specific Items of Work

1. Identify and present as-built features and existing conditions of the shoreline. Determine types of existing structures and their components used to protect the shoreline such as bulkheads, wood piles, stone blocks, step stones, toe stones, etc. Determine dimensions, elevations, and material composition. Describe the current condition and deterioration of existing structures and structure components.
2. Identify existing utilities, determine relocations and/or remediation. Existing information shall be obtained from the Chicago Park District, City of Chicago, IDOT, OUC, other private utility owners and the preliminary utility survey.
3. Set the alignment of the new structures based on existing structure, existing conditions and locations of support features of the proposed structures. Optimize based on driving line conditions and the balance of cut and fill material.
4. Identify and discuss demolition/removal of existing structures and the reuse of existing material where possible.
5. Develop the site layout, landscape, drainage and grading plan. The site layout shall define and label all features of the existing terrain. The drainage and backshore grading plan shall be designed to adequately convey wave overtopping to appropriately designed outlets while protecting the park areas. Landscaping shall incorporate Chicago Park District requirements.
6. Estimate material quantity take-offs and provide description of materials and placement methods. Quantity take-offs shall include, but not be limited to clearing and grubbing, stripping, demolition/removal of existing structure, stone fill, earth fill, recycled stone, toe stone, topsoil, seeding, erosion control fabric, and debris disposal. The Engineer shall estimate all construction quantities using available hydrographic, topographic

and existing condition survey data. Quantities will be presented clearly and cross-referenced to the drawings and applicable features where appropriate.

7. Determine and present project work limits. Work limits shall be developed to maintain public access, recreation, and safety during construction.
8. The Engineer shall use IDOT Specifications as appropriate.

3.0 References

1. The following list of criteria and design manuals is not intended to be all-inclusive, but specifies only those items of specific COE criteria. Other publications and texts generally used as standards for design (such as publications of ASCE, ASME, AISC, AREA, ACI, AASHTO, IDOT, Hydraulic Institute, and others) shall be used where applicable.
 - a. EM 1110-1-1807 Standards Manual for U.S. Army Corps of Engineers Computer Aided Drafting and Design (CADD) Systems; Volumes 1-4; (July 30, 1990).

Attachment E

Cost and Quantities

Cost and Quantities

1.0 Estimates

1. **Cost Estimates.** The Engineer shall compute an opinion of probable Construction Cost Estimate. A preliminary cost estimate will be developed at the 60% design level. At the 100% plans and specifications level, a detailed cost estimate opinion shall be prepared. The construction cost estimate shall reflect the in-place cost of the final design, and the estimated costs shall be converted into a unit price/lump sum basis as appropriate for the bid schedule.
2. **Quantity Estimates.** The Engineer shall compute all construction quantities, including quantities for work that may be bid as lump sum items. All computations necessary to support the bid schedule quantities, and supporting lump sum bid item work quantities, shall be submitted to the City in a report format. Separate quantity computations shall be completed for each bidding schedule item, presented clearly, and cross-referenced to the bid schedule, drawings, and applicable feature designation where applicable.

Attachment F

Hydraulic Engineering Design Analysis

Hydraulic Engineering Design Analysis

1.0 General

The Engineer is responsible for defining localized drainage and overtopping flow transport features in the project area. Analyses will be performed to the extent necessary to define hydraulic features on the civil drawings.

2.0 Analysis Scope

1. The Engineer will estimate flows that overtop the harbor perimeter structures. These flows will be transported toward drainage features that will be strategically located. Drainage conveyance paths will be developed to transport the flow to acceptable outfall locations without causing problems.
2. Wave flows overtopping the proposed structures will return to Lake Michigan as overland flow.
3. A hydraulic flood control analysis will be completed to design drainage features for wave overtopping events. Flow modeling will be performed as necessary to identify flood profiles and required drainage features. The Engineer shall incorporate these hydraulic features into the plans and specifications.
4. An erosion potential evaluation will be completed for upland drainage pathways to identify erosion protection details for the P&S

Architecture

Brook Architecture will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Brook Architecture for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by Brook Architecture in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

Brook Architecture will serve as Architect of Record for the 31st Street Harbor buildings housing the restaurant, community center, harbor services, and green roof parking structure. Brook Architecture will coordinate the design efforts of Desman, Primera, Shuler Shook, K2NCrest, MVP, and other consultants for the development of complete architectural drawings and specifications necessary to bid and construct the facility in accordance with the requirements of Schedule A, the Base Scope of Work. EDAW AECOM will provide landscape architecture services, and coordinate the efforts of the civil and geotechnical engineers as they relate to the completion of the architecture scope of work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

B. Confirm Project Design and Construction Schedule

- Create any Requests for Clarifications and create log of questions and replies
- Incorporate responses into Conceptual design and coordinate with consultants any changes that affect their documents.

D. Coordinate with consultants to produce the drawings for the integrated structure portion of the design addressed in Schedule A Scope of Services.

- Create a Directory of Contractors
 - Produce architectural drawings
 - Create Building Area Diagrams and Area calculations
- E. Provide any drawings necessary for initial approval meetings with government agencies
- F. Research Acoustical Requirements for the structure and compile a report.
- G. Issue Zoning and Code Analysis Packages

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

- A. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
- Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- B. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.
- C. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of Brook Architecture's work.
- D. Coordinate with Mechanical, Electrical, Plumbing, Structural, Civil, Landscaping, Kitchen, Lighting, Fire Protection, LEED, and Parking consultants to incorporate any modifications and revisions as approved in writing by PBC after the review of the Schematic Design Conformance Package.
- E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAA AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.
- F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary Layout Plans
 - Preliminary Site, Life Safety plans, Hardware, and Furniture, Fixture, and Equipment Plans
 - Signage Plan
 - Preliminary Elevations (Interior and Exterior)
 - Developed Sections
 - Preliminary Window/Door/Hardware/Finish / Schedules
 - Furniture, Fixture, and Equipment Schedules
 - Preliminary Detailed drawings
 - Preliminary Vertical Circulation Plans
 - General Information and Preliminary Drawing Index
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.
- Plan Commission Documentation
- Updated Zoning and Code Analysis Package
- Coordination and design integration of any owner-furnished furniture, fixture and equipment

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for Brook Architecture's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. Brook Architecture 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, Brook Architecture is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

D. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

E. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

F. Coordinate with Mechanical, Electrical, Plumbing, Structural, Civil, Landscaping, Kitchen, Lighting, Fire Protection, LEED, and Parking consultants to incorporate any modifications and revisions as approved in writing by PBC after the review of the Design Development Submittal.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Plans (including Architectural Site, Life Safety Plans, and Furniture, Fixture, and Equipment Plans)
 - Elevations (Interior and Exterior)

- Developed Details
- Signage Plan
- Developed Sections
- Developed Window/Louver/Door/ Hardware/Finish Schedules
- Developed Vertical Circulation Plans
- General Information and Drawing Index
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.
- Updated Zoning and Code Analysis Package
- Coordination and design integration of any owner-furnished furniture, fixture and equipment

Anticipated Phase Duration: 5 Weeks

H. Coordinate with Mechanical, Electrical, Plumbing, Structural, Civil, Landscaping, Kitchen, Lighting, Fire Protection, LEED, and Parking consultants to incorporate any modifications and revisions as approved in writing by PBC after the review of the 60% CD's Submittal.

I. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Plans (including Architectural Site, Life Safety Plans, and Furniture, Fixture, and Equipment Plans)
 - Elevations (Interior and Exterior)
 - Details
 - Signage Plan
 - Sections
 - Window/Louver/Door/ Hardware/Finish Schedules
 - Vertical Circulation Plans
 - General Information and Drawing Index
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.
- Updated Zoning and Code Analysis Package
- Coordination and design integration of any owner-furnished furniture, fixture and equipment

Anticipated Phase Duration: 5 Weeks

J. Coordinate with Mechanical, Electrical, Plumbing, Structural, Civil, Landscaping, Kitchen, Lighting, Fire Protection, LEED, and Parking consultants to incorporate any modifications and revisions as approved in writing by PBC after the review of the 90% CD's Submittal.

K. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

L. Coordinate with Mechanical, Electrical, Plumbing, Structural, Civil, Landscaping, Kitchen, Lighting, Fire Protection, LEED, and Parking consultants to incorporate any modifications and revisions as approved in writing by PBC after the review of the 90% CD's Submittal.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Plans (including Architectural Site, Life Safety Plans, and Furniture, Fixture, and Equipment Plans)
 - Elevations (Interior and Exterior)
 - Details
 - Signage Plan
 - Sections
 - Window/Louver/Door/Hardware/Finish Schedules
 - Vertical Circulation Plans
 - General Information and Drawing Index
- Specifications
- Updated Zoning and Code Analysis Package
- Coordination and design integration of any owner-furnished furniture, fixture and equipment

Anticipated Phase Duration: 3 Weeks

M. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

N. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

O. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Brook Architecture shall attend weekly project meetings during duration of Brook Architecture scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Brook Architecture design intent and Construction Documents. On the basis of its observations while at the site, Brook Architecture will keep Client informed of the progress of construction.

Brook Architecture shall endeavor to secure compliance by the contractor to the plans and specifications. Brook Architecture shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Brook Architecture shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. WEEKLY PROJECT MEETINGS – Attend and participate in forty-eight (48) regularly scheduled weekly project meetings and fifteen (15) monthly pay application meetings.

- B. FIELD VISITS – provide a maximum of fifteen (15) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Brook Architecture within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - Brook Architecture will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by Brook Architecture within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by Brook Architecture until complete submittal packages are submitted.
- E. TESTING – Brook Architecture shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by Brook Architecture. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review Brook Architecture's performance in providing services during construction. Brook Architecture to attend one (1) meeting to discuss performance review.
- H. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.

- L. PERMIT OVERSIGHT - 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.

Anticipated Phase Duration: 60 Weeks.

PROPOSAL EXCLUSIONS

- A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. Printing of Review Sets for Coordination with Mechanical, Electrical, Plumbing, Structural, Civil, Landscaping, Kitchen, Lighting, Fire Protection, LEED, and Parking Consultants (1 per submittal)

EXTRA SERVICES

- A. Any approved changes that will need to be made to the Construction Documents after a restaurant tenant leases the space, including any coordination with Mechanical, Electrical, Plumbing, Structural, Civil, Landscaping, Kitchen, Lighting, Fire Protection, LEED, and Parking consultants for changes to their documents.

Architecture, Parking Consulting & Structural Engineering for the Parking Garage

DESMAN Inc. will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of DESMAN Inc. for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by DESMAN in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

B. Confirm Project Design and Construction Schedule

C. Schematic Design Coordination: In addition to those items listed in the PBC check list Desman will perform a thorough layout of the parking area and vehicular access point which will include important considerations such as; Functional Design (Functional Design of the structure will focus on circulation concepts for programmed user groups, etc.), Parking layouts, ADA Compliance, Durability & Maintenance and Structural Concepts (Structural concept development will focus on optimizing efficiency and balancing cost)

D. Identify schedule and construction budget, etc., based on the approved program

E. Identify outstanding issues and assist as appropriate to acquire soils investigation report, survey, etc.

F. Review alternate design and construction approaches.

G. Study and develop alternate conceptual scheme(s) for review and comment.

- H. Conduct "functional" design presentations.
- I. Prepare a Schematic Design package for approval, with drawings. Brook/Desman Team will distribute this information to EDAW and the Owner for their review and approval.

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

- A. **LEED CERTIFICATION** – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
- Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- B. **PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS** – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.
- C. **CLIENT REVIEW MEETINGS** – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.
- D. **100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL** – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.
- E. **REGULATORY REVIEW** - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.
- F. **OVERALL COORDINATION** – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.
- G. **PUBLIC MEETING** – Attend and participate in one (1) public meeting presentation.
- H. **VALUE ENGINEERING** - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary Layout Plans
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for DESMAN's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

I. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

J. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Plans
 - Details
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Plans
 - Details
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Plans
 - Details
- Specifications

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

DESMAN shall attend weekly project meetings during duration of DESMAN scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with DESMAN design intent and Construction Documents. On the basis of its observations while at the site, DESMAN will keep Client informed of the progress of construction.

DESMAN shall endeavor to secure compliance by the contractor to the plans and specifications. DESMAN shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and DESMAN shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in one (1) regularly scheduled weekly project meetings and one (1) monthly pay application meetings.
- B. FIELD VISITS – provide a maximum of 2 monthly site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by DESMAN within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - DESMAN will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by DESMAN within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by DESMAN until complete submittal packages are submitted.
- E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by DESMAN. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been

completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.

- G. **POST CONSTRUCTION REVIEW** – PBC will review DESMAN's performance in providing services during construction. DESMAN to attend one (1) meeting to discuss performance review.
- H. **RECORD DRAWINGS** – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. **LESSONS LEARNED** – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. **WARRANTY INSPECTION** – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. **SITE PHOTOGRAPHY** – Provide copies of all site photography in digital format to PBC.
- L. **PERMIT OVERSIGHT** - 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.

Anticipated Phase Duration: 36 Weeks

PROPOSAL EXCLUSIONS

- A. **FEES** - payment for governmental permits, application fees, processing fees, and plan check fees.

MEP and Structural Design

Primera Engineers, Ltd. will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Primera Engineers, Ltd. for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by Primera Engineers, Ltd. in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

The scope of work designed by Primera Engineers Ltd will be limited to:

Structural Design Scope

- Analysis and design the structural system for the building as noted below:
 - Exterior façade support and column framing system
 - Interior steel column framing system
 - Interior concrete/steel roof framing system
 - Interior partition masonry walls
 - Framing system around various access openings.
- Interface with the parking garage designer for support of the building framing system.
- Analysis and design of lateral load resisting system consisting of building steel framing and roof framing system. Lateral force resisting system is assumed to be moment frames per architectural design requirements.
- Analysis and design the steel staircase at the northeast corner of the building.
- Develop specifications and design documents for the bid packages as described above.

Mechanical

- Design of Heating, Ventilating, and Air Conditioning systems for the building consisting packaged systems
- Design of exhaust systems for kitchens and toilet rooms
- Design of a natural gas supply system
- Design of temperature control systems

Plumbing/Sprinkler

- Design of domestic, sanitary, waste, and vent systems to a point five feet outside the building
- Design of a domestic hot water system
- Design of storm water drainage systems for the building
- Design of special waste systems for kitchens
- Design of an automatic sprinkler system including water supply from a point five feet outside the building

Electrical

- Design of electrical service entrance from the local utility company
- Design of building electrical distribution system
- Design of lighting for non-public spaces
- Design of branch circuiting and power distribution for architectural lighting based on the lighting designer's drawings (inclusive of lighting plans, fixture schedules, and dimming/control diagrams)
- Design of a fire alarm and detection system including city tie where required
- Design of electrical feeders from a renewable energy system such as a photovoltaic system

Telecommunications/Security

- Design of raceways for voice/data and security cabling
- Design Voice/Data Structured Cabling Design
- Design of a Card Access System

LEED Design

The precise scope of work for Primera cannot be defined until the specific LEED credits are established. This scope of work assumes that the credits pursued will be limited to the following to achieve a LEED Silver rating. The LEED services include the calculations and forms required for the LEED submittal, including the energy analysis.

Water Efficiency

- Water use reduction, 20%

Energy and Atmosphere

- Optimized energy performance (4 credits estimated)
- Enhanced refrigerant monitoring

Indoor Environmental Quality

- Outdoor air delivery monitoring
- Indoor chemical and pollutant source control
- Controllability of systems, lighting
- Thermal comfort design

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

- B. Confirm Project Design and Construction Schedule
- C. Provide an initial energy simulation model using DOE2 software

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

- A. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
 - Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- B. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.
- C. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.
- D. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.
- E. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.
- F. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.
- G. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.
- H. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary structural roof framing plan
 - Preliminary structural column framing plan and elevations
 - Basic MEP Floor Plans, riser diagrams, equipment schedules, and basic details
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.
- Prepare initial MEP coordination documents
- Provide and updated energy simulation model

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for Primera Engineers, Ltd. scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

I. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

J. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Structural roof framing plan
 - Structural column framing plan and elevations
 - Preliminary structural details
 - Preliminary minor structural component plans
 - MEP Floor Plans, Riser Diagrams, Schedules, and Details
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.
- Provide an updated energy simulation model
- Provide updated MEP coordination documentation

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Structural roof framing plan
 - Structural column framing plan
 - Structural details
 - Minor component structure plans and details
 - MEP Floor Plans, Riser Diagrams, Schedules, and Details
- Specifications

- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.
- Provide an updated energy simulation model
- Provide updated MEP coordination documentation

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Structural roof framing plan
 - Structural column framing plan
 - Structural details
 - Minor component structure plans and details
 - MEP Floor Plans, Riser Diagrams, Schedules, and Details
- Specifications
- Provide an updated energy simulation model
- Provide updated MEP coordination documentation

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Primera Engineers, Ltd. shall attend weekly project meetings during duration of Primera Engineers, Ltd. scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Primera Engineers, Ltd. design intent and Construction Documents. On the basis of its observations while at the site, Primera Engineers, Ltd. will keep Client informed of the progress of construction.

Primera Engineers, Ltd. shall endeavor to secure compliance by the contractor to the plans and specifications. Primera Engineers, Ltd. shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Primera Engineers, Ltd. shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. WEEKLY PROJECT MEETINGS – Attend and participate in twelve (12) regularly scheduled weekly project meetings and no (0) monthly pay application meetings.

B. FIELD VISITS – provide a maximum of eight (8) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.

- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Primera Engineers, Ltd. within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - Primera Engineers, Ltd. will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by Primera Engineers, Ltd. within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by Primera Engineers, Ltd. until complete submittal packages are submitted.
- E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by Primera Engineers, Ltd. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review Primera Engineers, Ltd. performance in providing services during construction. Primera Engineers, Ltd. to attend one (1) meeting to discuss performance review.
- H. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
1. Provide and updated energy model for the building
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.

- L. PERMIT OVERSIGHT - 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.

Anticipated Phase Duration: 52 Weeks.

PROPOSAL EXCLUSIONS

A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.

B. Design Services not Included:

a. Structural

- i. Full time on-site observation or resident engineering
- ii. Life cycle cost analysis of alternate systems
- iii. Preparation of opinion of probable construction costs
- iv. Landscape design
- v. Environmental investigation or remediation plans
- vi. Permitting, other than those permits specifically included above
- vii. Value engineering (redesign) in the event of construction costs exceeding budget
- viii. Preparation of legal survey documents associated with the establishment or vacation of easements or public right-of-way
- ix. Construction layout surveying services
- x. Design of formwork, including determination of camber

b. MEP

- i. Lighting and A/V design
- ii. Design of grey water systems for plumbing fixtures
- iii. Design of kitchen appliances and hoods
- iv. Full time on-site observation or resident engineering
- v. Life cycle cost analysis of alternate systems
- vi. Acoustical Engineering

Lighting Consultant – 31st Street Harbor Restaurant

Schuler Shook will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Schuler Shook for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by Schuler Shook in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

A. Confirm Project Design and Construction Schedule

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. Meet with Brook Architecture, EDAW AECOM, and representatives of The City of Chicago to discuss specific lighting opportunities and requirements. Discuss the overall architectural aesthetic as well as design issues related to specific scope areas. Base Services scope areas to include the following:

- Lobby/Dining Lounge
- Flex Room
- Community Room 1

- Community Room 2
- Roof Level Terrace
- Terrace Stair
- Parking Facility Entry Corridor
- Parking Level Continuous Screen Wall

B. Visit the site to observe existing conditions. Observe ambient illumination levels in surrounding areas in order to understand project context.

C. Develop lighting design concepts in collaboration with EDAW AECOM and the City of Chicago, considering such issues as the dramatic use of light, enhancement of the architecture, uniqueness of design, visual comfort, and functional criteria including fixture durability, fixture corrosion resistance, fixture submergibility, illumination levels, fixture and lamp types, energy efficiency, lamp life, maintenance and control systems.

D. Prepare one (1) set of presentation materials as required to illustrate lighting concepts for key elements. Materials may include sketches, fixture information, fixture samples, and photographs of similar applications.

E. Meet with architect and City representatives to present and discuss the lighting concepts.

F. Meet with architect as required to further develop the lighting concepts in conjunction with the progression of the architectural design.

G. Prepare preliminary lighting layout drawings, fixture schedule, and fixture information sheets.

H. Perform computer lighting calculations and analysis, as required, for any of the following elements that require specific illumination levels for critical tasks:

- Community Room 1
- Community Room 2
- Flex Room
- Roof Level Terrace
- Parking Facility Entry Corridor

I. Prepare preliminary load schedules and control specifications for any elements requiring color changing or dimming controls. Provide narrative regarding overall control strategies for all fixtures in scope. All photocell, time clock, and on-off lighting controls shall be specified by the electrical engineer.

J. Prepare preliminary energy calculations to confirm that the lighting within scope will conform to applicable energy codes.

K. Meet with architect to present and discuss the lighting layouts, fixture selection, cost estimate, and issues associated with the integration of the lighting into the architectural design.

L. Prepare and conduct mockups to illustrate specific lighting conditions. Prepare a report summarizing results. Up to two (2) mockups.

M. Assist in the development of architectural details relative to special lighting conditions. Assist in the integration of lighting fixtures into architectural details.

N. Review Design Development drawings. Comment as appropriate.

Q. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.

- Develop and/or collect data required for assigned templates

- Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
- Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
- Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.

R. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

S. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.

T. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

U. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

V. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

W. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

X. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Presentation Materials to Illustrate Lighting Concepts
 - Lighting Calculations
 - Lighting Plans
 - Lighting Fixture Schedule
 - Lighting Fixture Specification Sheets
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. Prepare in-progress lighting layout drawings, fixture schedule, and fixture information sheets and detail drawings as required.

B. Provide assistance as required to respond to Owner's representatives' comments related to the lighting within scope.

C. Meet with architect to review and discuss the lighting layouts and fixture selection, and to coordinate architectural details.

D. Communicate with Owner regarding control system design for lighting requiring color changing or dimming controls. Coordinate interface of these control systems with all other on/off lighting controls specified by the Electrical Engineer.

E. Prepare updated energy calculations to confirm that the lighting within our scope will conform to applicable energy codes. These calculations will be prepared as advisory to the project electrical engineers for their use in certifying the project's code compliance.

F. Attend coordination meetings with architect and the project electrical engineers to review and discuss the lighting layouts, fixture schedule, controls, and applicable energy code calculations, and to assist in the integration of the lighting into the project documents.

G. Prepare lighting layout drawings, fixture schedule, lighting fixture specification, and control schedule and specifications for areas requiring color changing or dimming controls. Prepare detail drawings regarding special fixture mounting conditions.

H. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

I. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for Schuler Shook's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. Schuler Shook 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, Schuler Shook is responsible to amend any template specifications sections which do not adhere to the following criteria:

- o Specifications will follow performance criteria outline format.
- o Specifications will identify acceptable manufacturers.
- o No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
- o 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.

J. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

K. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

L. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

M. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Lighting Calculations
 - Dimming or Color Changing Control diagrams as required
 - Lighting Plans
 - Lighting Fixture Schedule
 - Lighting Fixture Specification Sheets
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

N. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Lighting Calculations
 - Dimming or Color Changing Control diagrams as required

- Lighting Plans
- Lighting Fixture Schedule
- Lighting Fixture Specification Sheets
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

O. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Lighting Calculations
 - Dimming or Color Changing Control diagrams as required
 - Lighting Plans
 - Lighting Fixture Schedule
 - Lighting Fixture Specification Sheets
- Specifications

Anticipated Phase Duration: 3 Weeks

P. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

Q. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

R. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. **ADDENDA** – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. **BIDDER COORDINATION** – respond to bidders' questions during the bidding period.

D. **PRE-BID MEETINGS** – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. **BID EVALUATION** – Review bids and prepare an evaluation and recommendation for award.

F. **CONSTRUCTION SET** – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Schuler Shook shall attend weekly project meetings during duration of Schuler Shook scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Schuler Shook's design intent and Construction Documents. On the basis of its observations while at the site, Schuler Shook will keep Client informed of the progress of construction.

Schuler Shook shall endeavor to secure compliance by the contractor to the plans and specifications. Schuler Shook shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Schuler Shook shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. **WEEKLY PROJECT MEETINGS** – Attend and participate in up to four (4) regularly scheduled weekly project meetings as required and two (2) monthly pay application meetings.

B. **FIELD VISITS** – provide a maximum of three (3) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.

- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Schuler Shook within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - Schuler Shook will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by Schuler Shook within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by Schuler Shook until complete submittal packages are submitted.
- E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contractor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by Schuler Shook. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. FIXTURE AIMING– Schuler Shook will Supervise the electrical contractor in the focusing and adjustment of all adjustable lighting fixtures. Up to two (2) evening site visits.
- H. CONTROLS PROGRAMMING– Schuler Shook will supervise the electrical contractor in the programming of dimming or color changing dimming controls as required. One (1) evening site visit.
- I. POST CONSTRUCTION REVIEW – PBC will review Schuler Shook performance in providing services during construction. Schuler Shook to attend one (1) meeting to discuss performance review.
- J. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- K. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- L. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.

M. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.

N. PERMIT OVERSIGHT - 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.

Anticipated Phase Duration: 60 Weeks

PROPOSAL EXCLUSIONS

A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.

B. SERVICES - as listed below:

- Lighting design for any areas and spaces not specifically listed above
- Daylighting calculations and analysis
- Design services related to internally illuminated signage
- Design and specifications for control systems other than dimming or color changing dimming control systems
- Weekly design team coordination meetings where lighting design issues are not being discussed. We will attend meetings as required to coordinate lighting design scope.
- Value Engineering beyond one (1) round.
- Review of fixture alternates and substitutions exceeding more than 10% of total fixture types specified within our scope
- Preparation of as-built drawings, aiming diagrams, and maintenance manuals
- Filing of paperwork for energy code certification. Backup documentation regarding compliance to applicable energy codes will be provided to the project team for their use in completing the required documentation.
- Emergency and exit lighting systems
- Services related to UL testing and approval
- Fabrication, assembly, and mounting of lighting equipment for mockups or site tests. Arrangement for temporary power and means of access for mockups and site tests.
- The procurement, mounting, or handling of lighting equipment in any way
- The equipment and labor necessary for testing, installation, and adjustment.

EXTRA SERVICES

- A. Custom Lighting Fixture Design
- B. Presentation Level Color Renderings

Food Facilities Consultant

MVP Services Group, Inc. will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of MVP Services Group, Inc. for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by FOOD FACILITIES CONSULTANT in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

- A. Confirm Project Design and Construction Schedule
- B. Present potential approaches to kitchen design and equipment to gain LEED points.

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. N/A

- B. **LEED CERTIFICATION** – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
 - Develop and/or collect data required for assigned templates

- Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.
- D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.
- E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.
- F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.
- G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.
- H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.
- I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary Layout Plans
 - Equipment Cut Sheets
 - Preliminary Budget Estimates
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for FOOD FACILITIES CONSULTANT's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

C. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

D. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Plans
 - Details
 - Supporting Documents for Equipment Fabrication
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Plans
 - Details
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Plans
 - Details
- Specifications

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

MVP Services Group, Inc. shall attend weekly project meetings during duration of FOOD FACILITIES CONSULTANT scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with FOOD FACILITIES CONSULTANT design intent and Construction

Documents. On the basis of its observations while at the site, FOOD FACILITIES CONSULTANT will keep Client informed of the progress of construction.

FOOD FACILITIES CONSULTANT shall endeavor to secure compliance by the contractor to the plans and specifications. FOOD FACILITIES CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and FOOD FACILITIES CONSULTANT shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

A. WEEKLY PROJECT MEETINGS – Attend and participate in thirteen (13) regularly scheduled weekly project meetings and no (0) monthly pay application meetings.

B. FIELD VISITS – provide a maximum of three (3) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.

C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by FOOD FACILITIES CONSULTANT within five (5) business days. Maintain RFI and Bulletin Log.

D. SHOP DRAWING AND SUBMITTAL REVIEW - FOOD FACILITIES CONSULTANT will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by FOOD FACILITIES CONSULTANT within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by FOOD FACILITIES CONSULTANT until complete submittal packages are submitted.

E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contractor of observed deficiencies in the Work.

F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by FOOD FACILITIES CONSULTANT. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.

G. POST CONSTRUCTION REVIEW – PBC will review FOOD FACILITIES CONSULTANT performance in providing services during construction. FOOD FACILITIES CONSULTANT to attend one (1) meeting to discuss performance review.

- H. **RECORD DRAWINGS** – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
 - I. **LESSONS LEARNED** – Participate and document all "lessons learned" throughout the design and construction phases of the project.
 - J. **WARRANTY INSPECTION** – Assist PBC with warranty inspection at eleven months following substantial completion.
 - K. **SITE PHOTOGRAPHY** – Provide copies of all site photography in digital format to PBC.
 - L. **PERMIT OVERSIGHT** - 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.
- Anticipated Phase Duration: 2 Weeks for utility rough-in site inspection.
 2 weeks for final inspection and punch list.

PROPOSAL EXCLUSIONS

- A. **FEES** - payment for governmental permits, application fees, processing fees, and plan check fees.

EXTRA SERVICES

- A. Services performed to modify plan and/or equipment for tenant preferences. MVP Services Group will design the food service areas of the building based upon the input received from the design team. Once a tenant is selected for this facility there may be specific requests by the tenant to modify work spaces or change specific models or types of equipment to satisfy their operational requirements. MVP Services Group will make every effort to accommodate the needs of the tenant only with final approval of changes by the owner.

Roofing Consultant

K2NCREST will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of K2NCREST for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by K2NCREST in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. Peer review of roofing design.

DESIGN DEVELOPMENT

A. Peer review of roof design

CONSTRUCTION DOCUMENTS

A. Peer review of roof design.

PERMIT / BIDDING AND NEGOTIATIONS

No work involved in this phase.

CONSTRUCTION OBSERVATION

K2NCREST shall attend weekly project meetings during duration of K2NCREST scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with CONSULTANT design intent and Construction Documents. On the basis of its observations while at the site, K2NCREST will keep Client informed of the progress of construction.

K2NCREST shall endeavor to secure compliance by the contractor to the plans and specifications. K2NCREST shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and K2NCREST shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in four (4) regularly scheduled weekly project meetings.
- B. PREINSTALLATION MEETINGS – Attend and participate in one (1) pre-installation meeting pertaining to the roof construction.
- B. FIELD VISITS – provide a maximum of seventy (70) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by K2NCREST within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - K2NCREST will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by K2NCREST within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by K2NCREST until complete submittal packages are submitted.
- E. TESTING – K2NCREST shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contractor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by K2NCREST. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review K2NCREST performance in providing services during construction. K2NCREST to attend one (1) meeting to discuss performance review.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.

Anticipated Phase Duration: 14 Weeks

PROPOSAL EXCLUSIONS

A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.

EXTRA SERVICES

A. N/A

Civil Engineering

AECOM Transportation Group (ATG) will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of ATG for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by ATG in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

- A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.
- B. Confirm Project Design and Construction Schedule

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

- A. TRAFFIC ENGINEERING - With the proposed realignment of the harbor entrance, existing traffic signals at the intersection of 31st Street with the harbor access road and northbound Lake Shore Drive ramps will need to be relocated from the north leg of the intersection to the west leg.

The existing signal operates with 3-phase split timing. With the proposed harbor entrance relocated to the east leg of the intersection, a conventional 2-phase timing plan could increase efficiency and reduce delay to motorists.

ATG will review existing traffic data collected and develop design year traffic projections for the 31st Street intersection based on planned changes to harbor usage and growth anticipated by the Chicago Metropolitan Agency for Planning.

Using SYNCHRO signal timing and optimization software, ATG will develop proposed signal timing plans for the 31st Street intersection. AM peak, PM peak, and off-peak timing plans are anticipated. Existing signal timings at the adjacent intersection of 31st Street with southbound Lake Shore Drive ramps will be reviewed in consideration of proposed timings being developed to ensure that any signal progression that currently exists will be maintained.

- Traffic Signal Requirements Drawing - ATG will lay out proposed traffic signal equipment, identify signal phasing, and summarize traffic data on a Traffic Signal Requirements Drawing to be submitted to the City of Chicago Office of Emergency Management and Communications (OEMC). Three (3) submittals of this drawing are anticipated.
- Traffic Signal Timing Schedule - Upon approval of proposed signal timings by OEMC, ATG will develop the Traffic Signal Timing Schedule for the implementation of timings. The schedule includes a diagram of the intersection and signal equipment with timings for all dials and phases split out per interval-based format.

TRAFFIC CONTROL CONCEPT EVALUATION - ATG will evaluate traffic control and staging options for the 31st Street site. Concepts will be evaluated to minimize impacts to vehicular and pedestrian traffic while providing an efficient construction staging plan. Any improvements required for traffic control will be scoped and identified during this phase.

COORDINATION WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) – ATG will coordinate and review the project with IDOT due to the proximity to South Lake Shore Drive and the proposed modifications to the Northbound exit ramp at 31st St. IDOT approval is not anticipated to be required for the project improvements.

DEMOLITION AND REMOVALS – Plans will be developed to illustrate the required removals for construction of the project. Site features such as existing pavement, structures, or other features will be identified. The plan will include the limits of work and required excavation.

ROADWAYS AND BICYCLE PATH - Horizontal geometrics, vertical geometrics and proposed typical sections will be designed and developed to meet current CDOT, CPD, and AASTHO standards and guidelines. Intersection grading elevations will be designed at 31st Street and the Harbor Access Drive. Pavement marking and signing plans will be developed for the proposed roadways and paths. All paths and associated sidewalks will be designed to meet the City of Chicago's ADA Guidelines including any required curb ramps.

PARKING AREAS – Geometrics, pavements, grading, pavement marking and signage will be designed for the parking areas identified during the schematic design. Plans will include all required dimensions, elevations, and details to satisfy the applicable portions of the City of Chicago's Landscape Ordinance. ATG assumes that the proposed parking lot west of Lake Shore Drive will not impact the existing retaining wall for the adjacent railroad. Structural analysis of this wall is not included in this proposal.

GRADING PLAN – ATG will produce a final grading plan for the site that will include finished contours and spot elevations as needed. Preliminary and concept grading will be developed in conjunction with the landscape architect. As previously mentioned, all paths will be graded to achieve compliance with the City's ADA Guidelines.

DRAINAGE - The drainage system for the proposed improvements will be designed in accordance with all applicable portions of the City of Chicago Stormwater Ordinance and CDWM standards, and will incorporate integrated and sustainable stormwater design elements. Some examples include:

- Infiltration basins or trenches for stormwater runoff. (infiltration tests will be performed as part of the project)
- Creation of Bioswales, with high Evapo-Transpiration plant species
- Use of porous pavements to filter runoff
- If a closed storm sewer system is implemented, then the aggregate trench backfill will be utilized for retention and infiltration.

A shed roof is anticipated for the covered parking structure. The drainage system for the site will be designed to incorporate the proposed runoff from the green roof.

EROSION CONTROL – ATG will develop a proposed erosion control plan and Storm Water Pollution Prevention Plan for the project.

PERMITTING – ATG will prepare the forms and plans required to submit an NPDES Permit for the project. In addition, ATG will obtain driveway permits for the proposed improvements. A total of one (1) driveway permit will be secured for the parking lot entrance on 31st St west of Lake Shore Drive.

ATG will lead the coordination effort with the Chicago Department of Transportation (CDOT) and the Bureau of Electricity (BOE) to obtain the agencies' approval for the project. BOE coordination will be limited to the traffic signal modifications at 31st St and proposed roadway lighting.

ATG will assist the design team as needed to secure the following permits for the project:

- CDWM Sewer Connection Permit
- Office of Underground Coordination (OUC) Review
- CDOT Deep Foundation Review and Permit

PEDESTRAIN UNDERPASS AT 31ST STREET - A prefabricated arch or three sided concrete structure will be used as a superstructure. The prefabricated structure will be supported on cast-in-place foundations, either supported on soil or deep foundations. Retaining walls will be constructed along all four sides of the driveway to support the soil embankments. A TS&L plan for the structures will be developed.

FUELING STATION AND PROPANE SERVICE - The proposed gas dock will be comprised of two (2) 12,000 gallon tanks with pumping piping distribution and dispensing facilities for two (2) fuel stations. The fuel tanks will be above the historical high water of Lake Michigan. This may require earth mounding over the tanks. If topography is unavailable at the location of the tank burial, grading shown on the plans will be appropriate. The fuel tank design will include leak detection equipment.

- B. LEED CERTIFICATION** – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
- Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS** – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of CONSULTANT's work.

E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Preliminary Site Plans including site paving, grading, and drainage.
 - Preliminary Demolition and Removal Plans
 - Storm Water Retention calculations (30% complete)
 - Traffic Signal Requirements Drawing
 - Traffic Signal Timing Schedule
 - TS&L Plan for underpass structure
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for ATG's scope of work. Submit hardcopy and Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. CONSULTANT 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, CONSULTANT is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

C. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

D. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - o Demolition and Removal Plans (11)
 - o Construction Staging & Maintenance of Traffic (8)
 - o Typical Sections (1)
 - o Proposed Roadway and Bicycle Path Plans (4)
 - o Roadway and Bicycle Path Profiles (2)
 - o Intersection Grading Plan (1)
 - o Parking Improvement Plans (16)
 - o Grading Plans (8)

- Drainage Plans (8)
- Erosion Control Plans (8)
- Traffic Signal Installation Plans (2)
- Pavement Marking and Signage Plans (4)
- Construction Details (8)
- Pedestrian Underpass/Retaining Wall Plans (20)
- Fueling Station and Propane Service (10)
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Revised Plans (see above)
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Revised Plans (see above)
- Specifications

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

ATG shall attend weekly project meetings during duration of ATG'S scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with ATG'S design intent and Construction Documents. On the basis of its observations while at the site, ATG will keep Client informed of the progress of construction.

ATG shall endeavor to secure compliance by the contractor to the plans and specifications. ATG shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and ATG shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in eight (8) regularly scheduled weekly project meetings and four (4) monthly pay application meetings.
- B. FIELD VISITS – provide a maximum of six (6) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by ATG within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - ATG will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by ATG within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by ATG until complete submittal packages are submitted.
- E. TESTING – CONSULTANT shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by ATG. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review ATG'S performance in providing services during construction. ATG to attend one (1) meeting to discuss performance review.
- H. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.

- J. **WARRANTY INSPECTION** – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. **SITE PHOTOGRAPHY** – Provide copies of all site photography in digital format to PBC.
- L. **PERMIT OVERSIGHT** - 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.

PROPOSAL EXCLUSIONS

- A. **FEES** - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. **STAGING DETAILS FOR PEDESTRIAN UNDERPASS** – Staging details for the pedestrian underpass will not be provided.
- C. **EVALUATION OF EXISTING RAILROAD RETAINING WALL** - Structural analysis of the existing railroad retaining wall west of Lake Shore Drive and adjacent to the proposed parking area is not included in this proposal.

EXTRA SERVICES

- A. **CUT-OFF WALL DESIGN** – Design a cut-off wall consisting of steel sheet piling. The cut-off wall will be constructed around the underpass to prevent / minimize any lake water infiltration in the underpass area.
- B. **LIFT STATION DESIGN** - A basis of design and design criteria will be determined. Criteria including location limitations, structure limitations and type, redundancy and standby power requirements, access for maintenance, etc. will be selected. City of Chicago design standards will be met.
 - o **Pumping Equipment Selection** – It is assumed that the pumps will be submersible with a guide rail system for removal at grade level. No superstructure will be provided. The electrical service transformers (if required) and pump control panel will be located for weatherproof conditions at grade. Alternative pump combinations will be evaluated to determine the optimum arrangement. It is anticipated that the pumps will require operation in parallel to meet the wide range in flow.
 - o **Determine Pump Station Configuration** – Based upon the pump selection, the size of the wet well, depth of station, bar screen arrangement (if required), level controls, H & V requirements (if needed), electrical devices, discharge piping, and valves will be determined. A conceptual layout will be developed.
 - o **Determine Force Main Size and Alignment** – Based upon the maximum allowable release rate from the proposed pump station, the proposed force main will be sized. A preliminary alignment will be determined based on field constraints.

- Complete Draft Technical Description – A technical write-up will be prepared which includes a written description, analysis, tables, two conceptual drawings for the pump station and 3 conceptual plan and profile drawings for the force main, and an outline specification.

Data Collection

Regina Webster & Associates, Inc. (RWA) will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of RWA for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by RWA in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

A. DATA COLLECTION – Collect turning-movement traffic counts at the northbound South Lake Shore Drive on/off ramps at 31st Street, including the northbound spur ramp to the 31st Street park. The manual counts will be conducted for twelve (12) hours on a weekday (Tuesday, Wednesday or Thursday) and twelve (12) hours on a Saturday. Four types of vehicles will be classified: four-tire vehicles, Single Unit Vehicles, School Buses, and Multi-unit Vehicles.

Design Development Phase Deliverables:

- Traffic Count Summaries

LEED Consulting

AECOM PDD will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of AECOM PDD for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by AECOM PDD in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

B. Coordinate with and assist Cost Consultant to establish Estimate of Probable Construction Costs.

C. Confirm Project Design and Construction Schedule

D. Finalize draft of LEED scorecard

E. Prepare draft of LEED Plan, including credit responsibilities

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. LEED CERTIFICATION – Manage the LEED submittal process as follows:

- Assign template responsibilities to appropriate members of the project team.

- Outline required documentation to be provided by each team member for their assigned templates.
- Develop LEED Plan, including Green Permit narrative, outlining project's approach to meeting LEED goal.
- Track communication regarding any design or construction changes that may impact the attempted LEED credits (positive or negative impact). Inform project owner of potential impacts and advise strategy for adaptation.
- Review relevant specification sections to ensure LEED requirements are incorporated.
- Manage LEED On Line process including assigning team member roles and templates, completing project profile, tracking progress of template completion, and reviewing templates for accuracy prior to submittal.
- Manage process for submitting Credit Interpretation Requests (CIRs), if any. CIRs are not to be submitted without prior authorization of project owner.
- Provide frequent updates throughout each phase of development by attending meetings as required, or via written communication to be included in project team meeting records.
- Conduct site visits during construction, as necessary, to observe LEED requirements in process.
- Assist project team members with general inquiries about LEED credit requirements and strategies for meeting the project's LEED goals. Assistance can be provided in person, on the phone or by e-mail communication.

B. N/A

C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of AECOM PDD's work.

E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL –Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

H. PUBLIC MEETING – Attend and participate in no (0) public meeting presentation.

I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
 - Final list of attempted LEED credits
 - Submittal of templates for Design Review to Green Building Certification Institute (if split review process is approved by project owner)
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. N/A

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

F. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

G. PUBLIC MEETING – Attend and participate in no (0) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Attend one (1) Submittal review meeting to discuss comments from 100% DD Package.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Updated LEED credit checklist indicating status toward completion
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL –Attend one (1) Submittal review meeting to discuss comments from 60% CD Package.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- 90% Construction Documents
 - Updated LEED credit checklist indicating status toward completion
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Updated LEED credit checklist indicating status toward completion

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

- B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.
- C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.
- D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.
- E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.
- F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

AECOM PDD shall endeavor to secure compliance by the contractor to the plans and specifications. AECOM PDD shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and AECOM PDD shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

- A. WEEKLY PROJECT MEETINGS – Attend and participate in no (0) regularly scheduled weekly project meetings and no (0) monthly pay application meetings.
- B. FIELD VISITS – provide a maximum of no (0) site visits to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by AECOM PDD within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - AECOM PDD will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by AECOM PDD within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by AECOM PDD until complete submittal packages are submitted.
- E. TESTING – AECOM PDD shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review

reports on inspections and tests and notifications to the Owner and Contactor of observed deficiencies in the Work.

- F. **SUBSTANTIAL COMPLETION** - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by AECOM PDD. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- Manage process of construction review submittal to Green Building Certification Institute via LEED On Line, as approved by project owner.
- G. **POST CONSTRUCTION REVIEW** – PBC will review AECOM PDD performance in providing services during construction. AECOM PDD to attend one (1) meeting to discuss performance review.
- H. **RECORD DRAWINGS** – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. **LESSONS LEARNED** – Participate and document all "lessons learned" throughout the design and construction phases of the project.
- J. **WARRANTY INSPECTION** – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. **SITE PHOTOGRAPHY** – Provide copies of all site photography in digital format to PBC.
- L. **PERMIT OVERSIGHT** - 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.

PROPOSAL EXCLUSIONS

- A. **FEES** - payment for governmental permits, application fees, processing fees, and plan check fees.
- B. **LEED certification fees** – payment for certification of project with Green Building Certification Institute.

Cost Estimating

The Concord Group will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Concord Group for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by The Concord Group in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

A. Prepare detailed Schematic Design Cost Estimate. Attend all required meetings, make minor scope revisions, provide value engineering and estimate reconciliation as necessary.

DESIGN DEVELOPMENT

A. Prepare detailed Design Development Cost Estimate. Attend all required meetings, make minor scope revisions, provide value engineering and estimate reconciliation as necessary.

CONSTRUCTION DOCUMENTS

A. Prepare detailed Construction Document Cost Estimates at 60%, 90% and 100%. Attend all required meetings, make minor scope revisions, provide value engineering and estimate reconciliation as necessary.

Marina Design

Edgewater will perform the services outlined in Schedule A, the Base Scope of Work, and will be responsible for meeting all project delivery requirements specifically designated as the responsibility of Edgewater for specific deliverables outlined within this supplemental Scope of Work and in the Deliverables Matrix.

The following scope of services is supplemental to the Base Scope of Work and Deliverables Matrix, and clarifies specific deliverables by EDGEWATER in providing the services outlined in the Base Scope of Work. This scope of work assumes that the current design documents prepared by the EDAW AECOM team under contract to the Chicago Park District and included herein as the "Concept Package" shall serve as the basis of design. As identified in the Base Scope of Work, specific scope items outlined in the PBC Schematic Design Deliverable Checklist that were not included in the CPD Scope of Work are identified below. Collectively, approval of these documents and deliverables will establish the baseline for the Design Development Phase of Work.

PROJECT INITIATION

Confirm project understanding, program, budget, goals, expectations and schedule for completion.

A. KICK-OFF MEETING / SUSTAINABLE DESIGN CHARRETTE – Attend and participate in a one-day design charrette with the Commission (PBC), the User Agency (CPD), and others to review the existing documents prepared under contract to CPD. The existing Concept Package will be reviewed in the context of the PBC Schematic Design Deliverable Checklist, and serve as the confirmation process for elements such as vehicular and pedestrian circulation, new landfill area, architectural integration, parking area, gathering places, grading, hardscape, site structures, railing, fountains and water features, special features, gateways, landscape planting, site lighting, and site furnishings. Review initial comments and approval process by USACE, USCG, Chicago Marine Police, Bureau of Fire Prevention, CDOT, MOPD, and Mayor's Landscape and Open Space Committee. Review initial LEED Scorecard, confirm LEED Certification version and target, and assign credit responsibilities.

B. Confirm Project Design and Construction Schedule

DESIGN DEVELOPMENT

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, and such other work as may be required. Subject to written direction of PBC, incorporate User Agency comments into the Design Development Drawings.

A. SCOPE DESCRIPTION:

I. Establish Basis of Design/Programming for Overall Dock Layouts and Slip Size & Mix at Gateway and 31st Street Harbors

A. Review Current Marina Master Plan Programs

- Review current master plans from both harbors and compare to existing permit drawings to Illinois DNR and USACE.
 - Meet, review, discuss slip size and mix with the PBC/CPD and marina manager representatives to evaluate existing dock layouts to date.
- B. Prepare Recommended Slip Size and Mix: Rental Versus Personal Slip License (PSL)
- Prepare/review analysis utilized to date to determine recommended slip mix for seasonal, transient, and day dock boaters at both harbors.
 - Review information to date and provide analysis for PSL fee potential considerations by dock size and marina location, i.e., Gateway and/or 31st Street.
 - Prepare PSL analysis considering privatization of slip concept for comparison purposes to simple annual slip rental program.
- C. Review Existing Chicago Park District Marinas Dock Designs and Identify Pros and Cons of Each System
- Check/verify overall geometry for existing marina designs for:
 - Main walkways
 - Dock fairways
 - Main pier sizing spacing
 - Dock sizing spacing by slip length
 - Boat overhang rules and regulations
 - Review existing harbors to verify geometry in previous projects and applicability/appropriateness for Gateway and 31st Street
 - Provide overall recommendations and updated master plan with report showing all dimensions, geometry analysis, etc., to date
 - Review proposed detailed master plan with PBC/CPD/marina management company representatives for user concurrence
 - Review performance standards of previous projects and provide recommendations for performance standards for the following:
 - Wind loads with boats in place
 - Freeboard analysis considering both live and dead loads
 - Boat impact loads at ends of docks, etc.
 - Provide analysis and recommendations on ADA compliance for each marina, including installation of boater lift areas, if appropriate and needed
- D. Ice Engineering Report
- Review summary of historical ice uplift and damage concerns and history at other CPD marinas

- Provide ice uplift analysis/engineering study for piling design and dock design at each location, consider varying soil, water depth and wave dynamics conditions at each site
- E. Review Wind/Wave/Surge Conditions in Each Harbor
- Review available data on wind/wave/surge conditions in each harbor prepared by STS and applicability for dock design in each harbor, i.e., perhaps some floating wave attenuators should be considered at the marina entrances going to a lesser dock design further away from the marina entrances. Also, the main easterly pier at 31st Street might possibly be a commercial floating pier (versus recreational floating pier) with varying structural dead and live loads than the balance of the other recreational piers. It is my understanding that the 31st Street pier will be used as a fuel and pump-out dock, sailing school and tie-up boating area for the boat launch and hoisting area.
- F. Single-Loaded Docks Versus Double-Loaded Docks
- Prepare cost and revenue analysis of single-loaded dock versus double-loaded dock design at both harbors. Discuss advantages and disadvantages of both designs as to capital cost, impacts to revenue and operational costs.
- G. Winter Boat Storage at 31st Street
- Review boat storage building design and haul-out well versus boat ramp handling concepts at 31st Street. Describe minimum/maximum building heights that are needed to efficiently store boats. Consider rack systems as appropriate in buildings. Varying building heights also to be considered.
 - Review opportunity to store boats in other nearby property/lands within one to two miles of 31st Street and conduct preliminary economic/feasibility analysis of associated revenues and expenses of these offsite storage considerations. Identify capital cost for property improvements and equipment needs for offsite boat storage.
- H. Review Fuel System Needs
- Consider a fuel system capacity analysis and provide projections based upon industry standards and applicability at other CPD harbors and industry standards for fuel facility needs, i.e., tank design and sizing/spacing/locations/anchorage concerns/etc. for gas, diesel and propane services.
- I. Dock Utilities
- Review existing dock utilities at other locations, i.e., dock boxes, electrical pedestals, cleat size and spacing, etc. and provide recommendations for Gateway and 31st Street Marinas.
- J. Temporary Off-Loading Anchorage /Value Engineering with Marine Contractors and Suppliers

- i. We propose having discussions with marine contractors and sand suppliers (companies that own ships and sand mines) that frequently load and unload large quantities of fill material. Based upon similar experience, a potential exists to perform bulk unloading of suitable soils for the fill sites, both at Gateway Harbor and 31st Street Marina. Preliminary indications are that this fill could cost \$10 to \$15 per cubic yard, placed off a self-unloading ship versus \$30 to \$50 per cubic yard by bringing in material that is trucked or handled through a small barge operation using mechanical cranes/excavators. A bulk off-loading operation could also be completed in six to ten hours versus weeks or months of a mechanical process. Based upon this preliminary overview, we would then provide a conceptual design of the temporary anchorage system needed to self unload ships at these two locations. Those preliminary concepts could be incorporated (by others) into the permit applications to receive approval for temporary structures and ultimately make that part of the construction document package to allow contractors the opportunity to perform bulk self unloading off ships rather than have an expensive, time-consuming, messy trucking/small barge operation for the fill. (Note: Final design of the temporary anchorage is not included in the basics services.)
- ii. This work also includes meetings and communications with marine contractors and quarry stone suppliers to discuss value engineering design concepts and alternatives that might reduce costs and improve schedules. The emphasis is on the production capacities of the quarry stone suppliers given the curing periods which are approximately April through October. These capacities will greatly affect the schedule and cost of the project.

K. Update Marina Master Plan

- iii. Provide updated master plan with report of all information identified above, analyzing both existing marinas in place in comparison to the proposed design criteria for the new locations.

II. Dock System Selection/Pregualification of Dock Manufacturers

- A. Review existing/recently renovated or expanded CPD harbors with PBC/CPD and marina management representatives to review existing dock manufacturers, identify strengths and weaknesses of each type of system by location and applicability to the new locations with their varying wave/wind/surge harbor dynamics, water depths and soils. Review user comfort and life cycle cost of each system as appropriate. Study dock anchorage systems (chain or cable/anchor, large piling spaced far apart, smaller piling on closer spacing, and spud piling, etc.) with regard to cost, user/operator, comfort/safety, ice damage, etc. Analyze the existing dock systems at nearby CPD marinas and evaluate the following non-inclusive listing of dock review criteria:
 - Lifespan/expectancy to date by location and manufacturer.
 - Ability to handle calm versus dynamic internal harbor wave conditions by type of system.

- Identify pile support/anchorage system alternatives, i.e., spud piles versus structural piles versus underwater anchorage systems.
 - Review connection details as to what has worked and what is not working at various locations between the anchorage system/piling and the various dock manufacturers.
 - Review access ramp details, security fencing standards as to what is working and what is not, what should be considered at the two new harbors in relation to industry standards.
 - Review ADA compliance requirements of existing harbors and recommended standards at the new harbors.
 - Review material selection for dock surface decking, structure, etc., i.e., consider LEED materials, such as recycled decking versus other types of decking, i.e., wood, PVC, concrete.
 - Identify need for floating breakwater wave attenuators in lieu of traditional docks in various marina locations pending harbor wind and wave analysis for each project.
 - Review and provide recommendations for electric, water, sanitary design and loading standards; compare existing standards at dock systems to Midwest and national standards for compliance, concurrence, consistency, etc.
 - Identify existing and proposed manufacturers that could be considered that have not provided installations at CPD but have experience in Great Lakes coastal areas.
 - Review latest industry standards with regard to LEED/sustainable design alternatives for various dock system manufacturers.
- B. Identify other dock systems that may be appropriate for consideration at these locations in order to encourage additional competitive bidding by other manufacturers. Note that there are approximately 10 to 15 manufacturers that have products that could be considered at these locations subject to meeting appropriate structural and architectural standards for the projects. Identify locations of completed installations for field trip review by PBC/CPD and marina operator representative (plan two-day trip in Midwest).
- C. Prepare a report identifying findings to date, reviewing the analysis of existing manufacturers and systems at existing marinas and provide recommendations for those manufacturers or identify additional manufacturers that could be considered for Gateway and 31st Street Harbors

III. Dock System Design

Based upon the findings of the I. Basis of Design and II. Dock System Selection studies identified above, we will then prepare detailed plans, specifications, bid and contract documents, detailing out all factors of the floating dock systems at each pier and dock at each harbor. This includes a design of anchorage systems that would be appropriate to each dock system. These drawings, details and specifications would generally contain the following:

- A. Existing conditions plans showing the proposed fixed pier/shoreline connection details and how utilities will come to the site (provided by others), in addition to existing and proposed topography, underwater topography, soils borings, general scope of the breakwater design, etc.
- B. Overall layout plan showing general configuration of harbors
- C. Detailed dock and pier design of each dock/pier system with supportive details identifying the following:
- Dock box design (triangular, rectangular or none)
 - Utility pedestal design
 - Utility designs for electric, water, sanitary, cable t.v., if needed
 - Dock lighting design (concept from EDAW)
 - Dock materials designs, i.e., decking with alternates, as appropriate (wood, recycled products, concrete, etc.)
 - Performance specifications of the dock system, including live and dead loads; freeboard conditions under varying live loads and dead loads; wind loading; boat impact loading by slip size; anchorage system loadings
 - Internal flotation structure, i.e., PVC drums versus welded steel floats versus concrete floats, etc.
 - Supportive details for gangway access ramps with appropriate ADA compliance
 - Marina considerations for overall design of a fuel system (gas, diesel and propane). Detailed fuel system design to be provided by independent mechanical engineer from STS or others
 - Anchorage piling design by dock/pier/location/harbor (note that STS will provide geotechnical engineering for the final piling design with overall consultation on piling design and selection by Edgewater Group)
 - Travel-lift well design, ramp modifications and sailing school hoist design (geotech and structural engineering by STS)
- B. LEED CERTIFICATION – Assist and coordinate with LEED Consultant. Provide drawings, calculations, and documentation for all credits assigned at LEED Charrette.
- Develop and/or collect data required for assigned templates
 - Inform the project team if any project elements within their sphere of influence change as any changes could impact the attempted credits, and
 - Complete and upload assigned templates to LEED On Line for review by LEED Consultant on the schedule agreed to and revisited throughout the design and construction process.
 - Incorporate all design strategies necessary to achieve assigned credits into plans and specifications. Incorporate Contractor Documentation and Submittal requirements in specifications.
- C. PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs.

D. CLIENT REVIEW MEETINGS – attend up to two (2) biweekly interim design review meetings with the Client to resolve outstanding design issues that affect the progress of Edgewater's work.

E. 100% DESIGN DEVELOPMENT DOCUMENTS SUBMITTAL – Transmit one complete set of the final Design Development Documents to EDAW AECOM in DWG and PDF format. Prepare written and oral report of the Design Development phase for presentation to the User Agency. One presentation to be made as directed in writing by PBC. At this meeting, confirm program criteria, schedule, milestone dates and the construction budget.

F. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

G. OVERALL COORDINATION – Attend and participate in four (4) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

H. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

I. VALUE ENGINEERING - 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.

Design Development Phase Deliverables:

- Certification of Compliance with PBC Design Checklist
- 100% Design Development Documents
- Outline Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 8 Weeks

CONSTRUCTION DOCUMENTS

Upon receipt of written approval of the Design Development Package and Notice to Proceed for the Construction Documents Phase, 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, including working drawings, designs, plans, and specifications setting forth in detail construction industry standard elements required for the landscape and hardscape work.

A. REVISIONS- at each milestone of completion, incorporate modifications and revisions as approved in writing by PBC.

B. SPECIFICATIONS – prepare typed specifications in CSI 1995 format that describe in detail, general requirements, products and execution methods for EDGEWATER's scope of work. Submit hardcopy and

Word format to be submitted to EDAW AECOM for incorporation into the Project Specification Manual. Edgewater 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, Edgewater is responsible to amend any template specifications sections which do not adhere to the following criteria:

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

C. ESTIMATE OF PROBABLE CONSTRUCTION COSTS – Assist and coordinate with Project Cost Consultant in updating the AOR's Estimate of Probable Construction Costs at 60%, 90%, and 100%.

C. CLIENT REVIEW MEETINGS – attend design review meetings with the Client and other appropriate members of the Design Team to resolve outstanding design issues that affect the progress of EDAW's work. Up to four (4) meetings are anticipated.

D. PUBLIC MEETING – Attend and participate in one (1) public meeting presentation.

G. 60% CONSTRUCTION DOCUMENTS SUBMITTAL –Transmit one complete set of the 60% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 100% DD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

60% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 60% Design Checklist
- 60% Construction Documents
 - Selective Demolition Plans
 - Landscape Plans and Details
 - Specialty Paving Plans & Details
 - Fencing & Site Furnishings Plans & Details
 - Monument Marker Structures Base Plans & Details (engineering by others)
 - Site Lighting Plans & Details (engineering by others)
- Specifications
- Documentation of User Agency Departmental Approvals
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

H. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 90% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Submittal review meeting to discuss comments from 60% CD Package. At this meeting, confirm schedule, milestone dates and the construction budget for the site and landscape improvements.

90% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 90% Design Checklist
- Update Submittal and Closeout Matrix
- 90% Construction Documents
 - Plans and Details
- Specifications
- Documentation of User Agency Departmental Approvals
- Request for Clarification compilation and log
- Response to milestone review comments.

Anticipated Phase Duration: 5 Weeks

I. 100% CONSTRUCTION DOCUMENTS SUBMITTAL – Transmit one complete set of the 100% Construction Documents to EDAW AECOM in DWG and PDF format. Attend one (1) Bid Package Review Conference.

100% Construction Documents Phase Deliverables:

- Certification of Compliance with PBC 100% Design Checklist
- 100% Construction Documents
 - Selective Demolition Plans
 - Landscape Plans and Details
 - Specialty Paving Plans & Details
 - Fencing & Site Furnishings Plans & Details
 - Monument Marker Structures Base Plans & Details (engineering by others)
 - Site Lighting Plans & Details (engineering by others)
- Specifications

Anticipated Phase Duration: 3 Weeks

J. REGULATORY REVIEW - Conduct and document preliminary reviews with required regulatory agencies, including Bureau of Fire Prevention, CDOT, MOPD, and OEMC.

K. OVERALL COORDINATION – Attend and participate in eight (8) bi-weekly internal design coordination meetings with EDAW AECOM and Team.

L. VALUE ENGINEERING - 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.

PERMIT / BIDDING AND NEGOTIATIONS

Assemble and review all Bid Documents required, including drawings and technical specifications.

A. PERMIT –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. Public Building Commission is responsible for all permit fees.

B. ADDENDA – prepare addenda as directed by PBC to address bidder's questions requiring clarification. Consider and document all written requests for product substitutions before receipt of bids.

C. BIDDER COORDINATION – respond to bidders' questions during the bidding period.

D. PRE-BID MEETINGS – attend and document two (2) Pre-Bid Conference Meetings. One general, open pre-bid meeting, and one technical working Pre-Bid Meeting for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.

E. BID EVALUATION – Review bids and prepare an evaluation and recommendation for award.

F. CONSTRUCTION SET – Incorporate Permit and Addenda items into 100% Construction Documents. Transmit one complete set of updated Construction Documents to EDAW AECOM in DWG and PDF format.

Anticipated Phase Duration: 4 Weeks

CONSTRUCTION OBSERVATION

Edgewater shall attend weekly project meetings during duration of Edgewater's scope of work construction period, and make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Edgewater design intent and Construction Documents. On the basis of its observations while at the site, Edgewater will keep Client informed of the progress of construction.

Edgewater shall endeavor to secure compliance by the contractor to the plans and specifications. Edgewater shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Edgewater shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

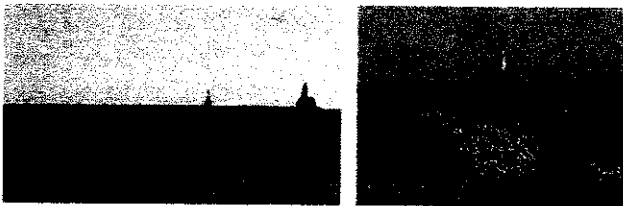
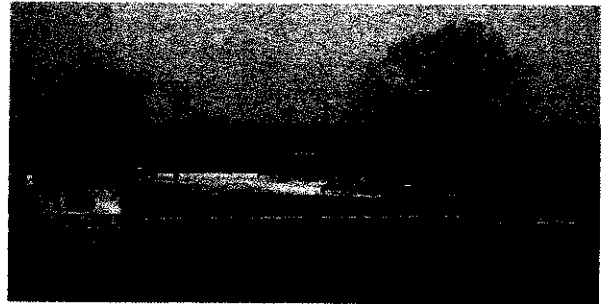
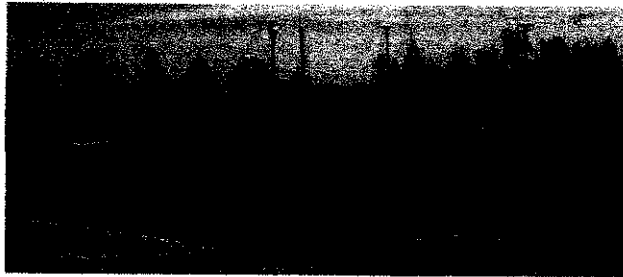
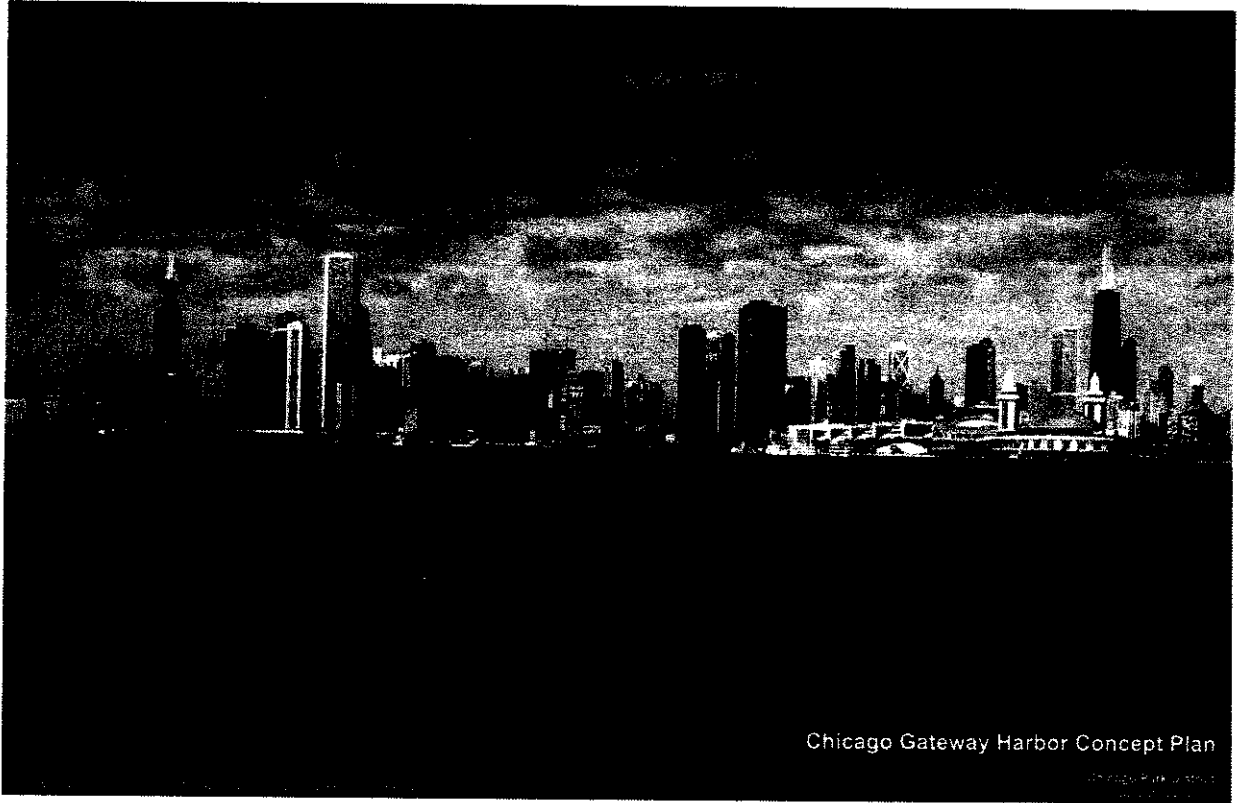
- A. WEEKLY PROJECT MEETINGS – Attend and participate in Twelve (12) regularly scheduled weekly project meetings and Five (5) monthly pay application meetings.
- B. FIELD OBSERVATION – provide field observation services for 20 hours per week during construction of the work of this scope to observe all stages of construction. Prepare typed Field Reports that comment on the status of construction for each site visit within three (3) business days.
- C. REQUESTS FOR INFORMATION (RFI's) – during the course of construction, review and respond to the Contractor's Requests for Information as they relate to Construction Documents prepared by Edgewater within five (5) business days. Maintain RFI and Bulletin Log.
- D. SHOP DRAWING AND SUBMITTAL REVIEW - EDGEWATER will review all submittals required by the specifications from the Contractor for the scope of work defined by the Construction Documents prepared by EDGEWATER within five (5) business days. Contractor shall provide all submittals in accordance with approved submittal schedule. Incomplete submittals will be returned to the Contractor and no review shall be due by EDGEWATER until complete submittal packages are submitted. EDGEWATER provides up to one staff member for up to two days for tree and plant tagging within sixty miles of downtown Chicago.
- E. TESTING – EDGEWATER shall assist with all testing and inspection administration consisting of: 1) recommending scope, standards, procedures and frequency of testing and inspections; and 2) review reports on inspections and tests and notifications to the Owner and Contractor of observed deficiencies in the Work.
- F. SUBSTANTIAL COMPLETION - Perform up to two (2) Pre-Final Walk-Through visits to establish the "Punch List" for the scope of work defined by the Construction Documents prepared by EDGEWATER. Review the entire site in one (1) Final Walk-Through to confirm that the "Punch List" items have been completed. The final completed "Punch List" will be signed off at this time. If additional "Punch List" site visits are required, these shall be performed on an hourly basis as an Additional Service. Issue Certificate of Final Acceptance.
- G. POST CONSTRUCTION REVIEW – PBC will review EDGEWATER performance in providing services during construction. EDGEWATER to attend one (1) meeting to discuss performance review.
- H. RECORD DRAWINGS – Provide record drawings in editable AutoCAD format. Oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record "as-built" drawings and Operations and Maintenance Manual.
- I. LESSONS LEARNED – Participate and document all "lessons learned" throughout the design and construction phases of the project.

- J. WARRANTY INSPECTION – Assist PBC with warranty inspection at eleven months following substantial completion.
- K. SITE PHOTOGRAPHY – Provide copies of all site photography in digital format to PBC.
- L. PERMIT OVERSIGHT - 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.

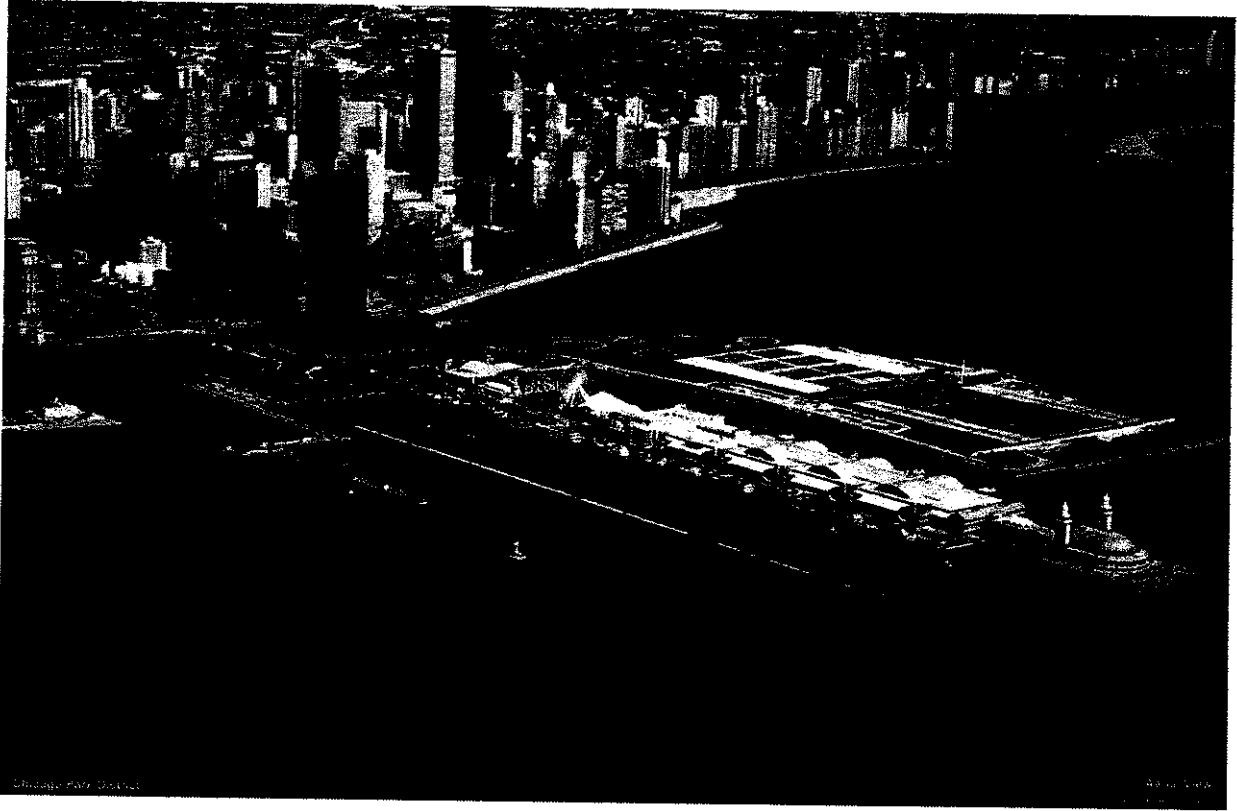
Anticipated Phase Duration: Twenty (20) Weeks

PROPOSAL EXCLUSIONS

- A. FEES - payment for governmental permits, application fees, processing fees, and plan check fees.



Existing Conditions

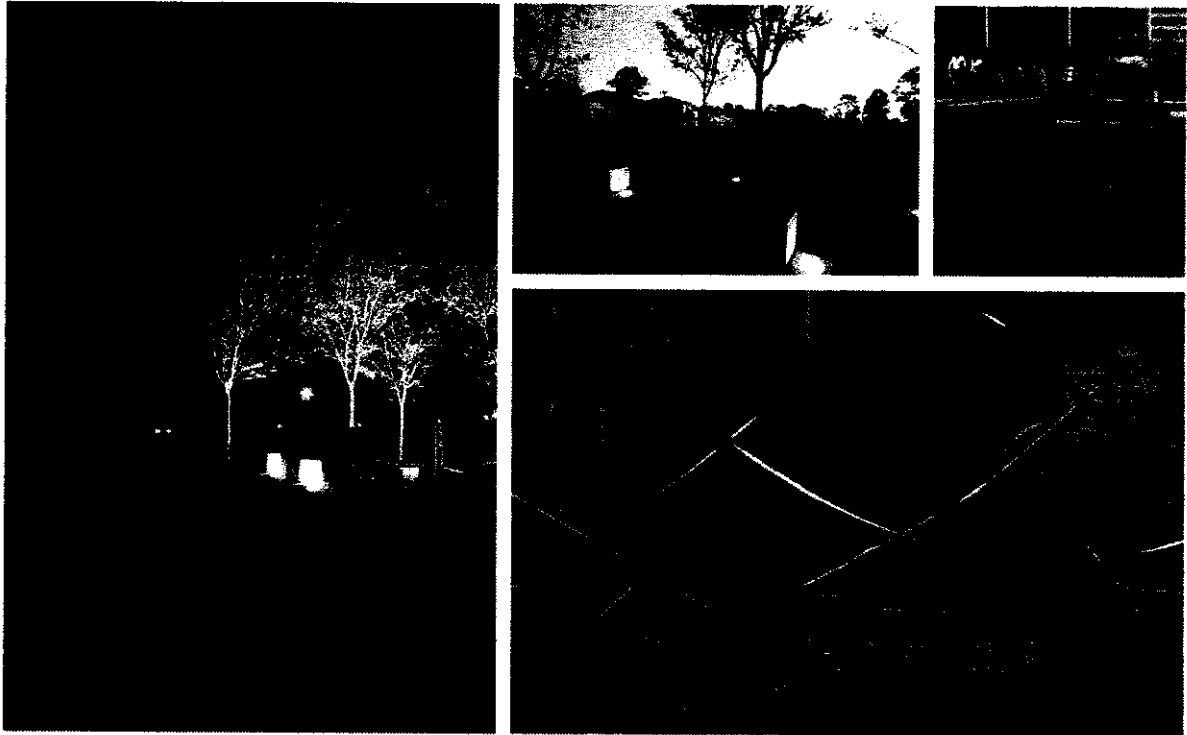


Chicago Park District

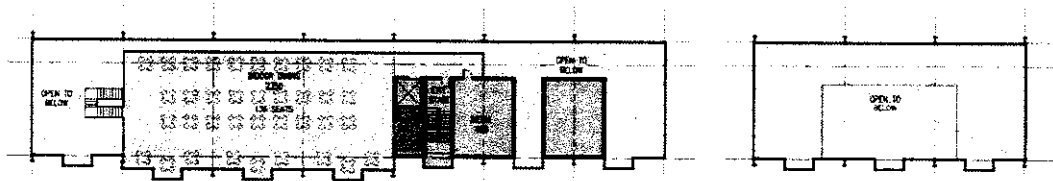
April 2008



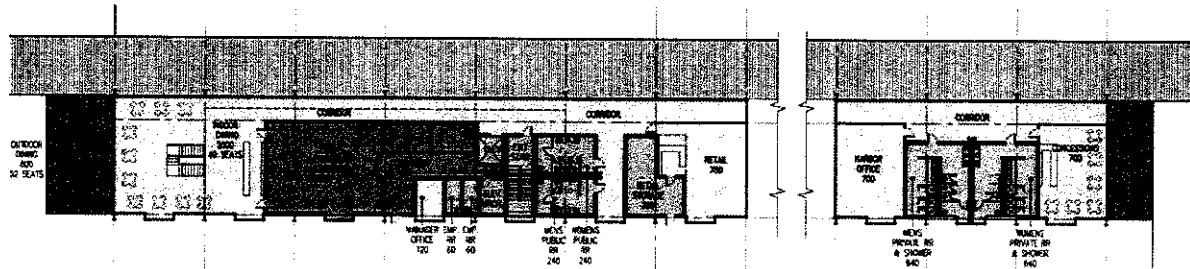
April 2008



Garden Park Concept imagery

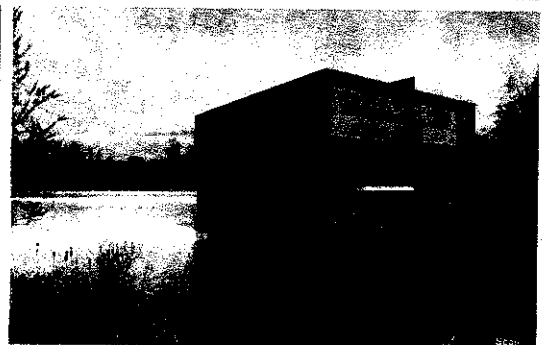
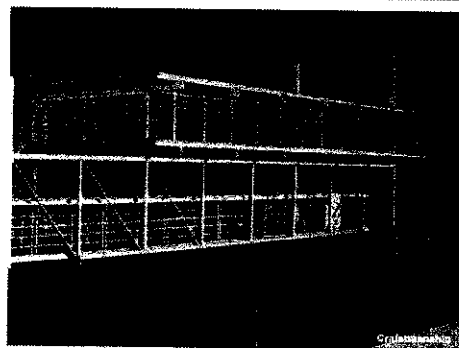
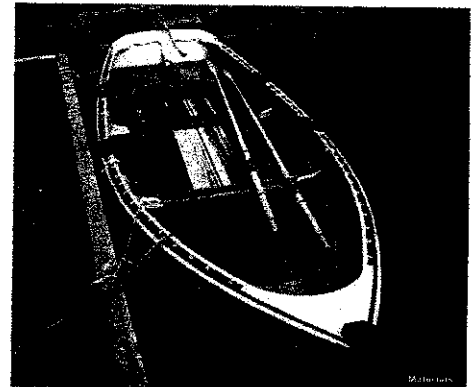
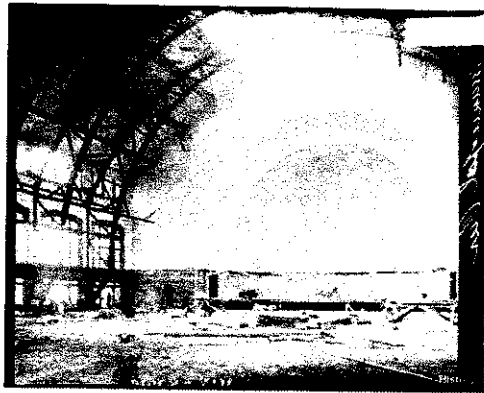
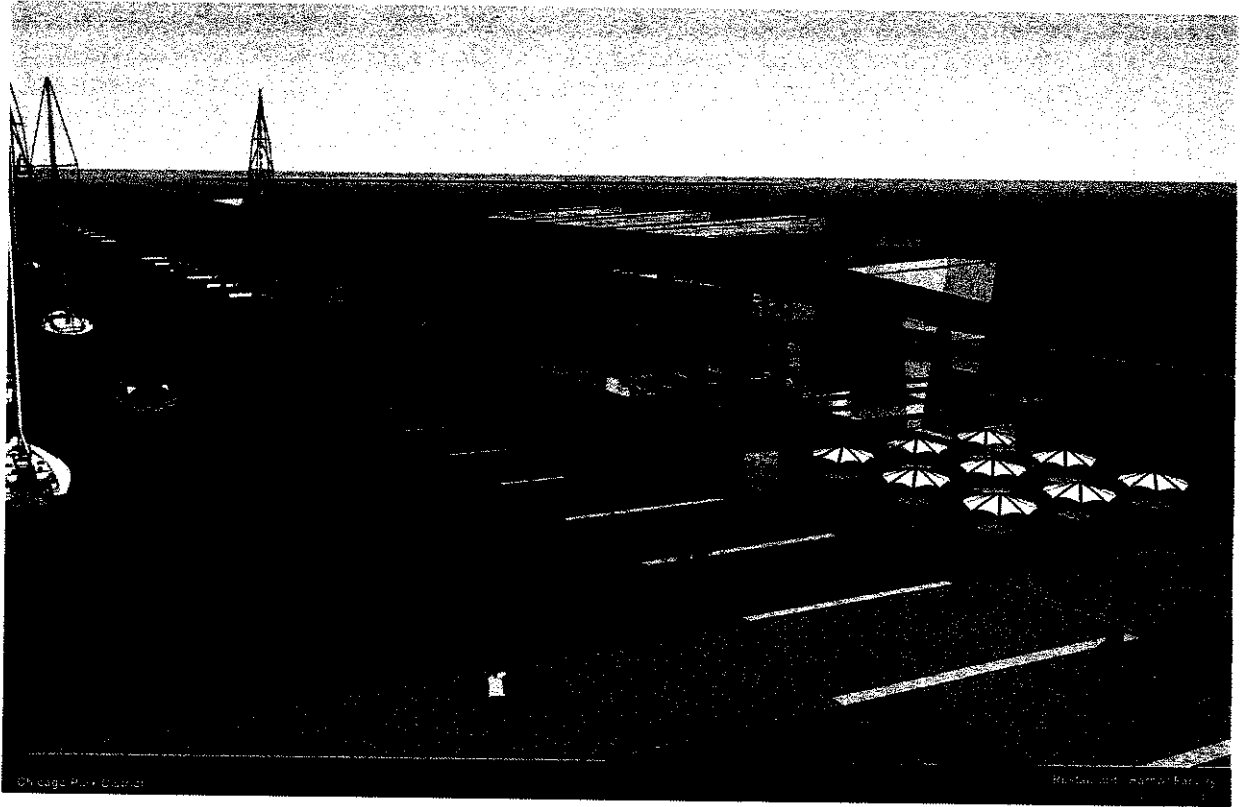


Mezzanine Plan



Ground Floor Plan

Mezzanine and ground floor plan views - Floor Plan



Pro. David Imagery

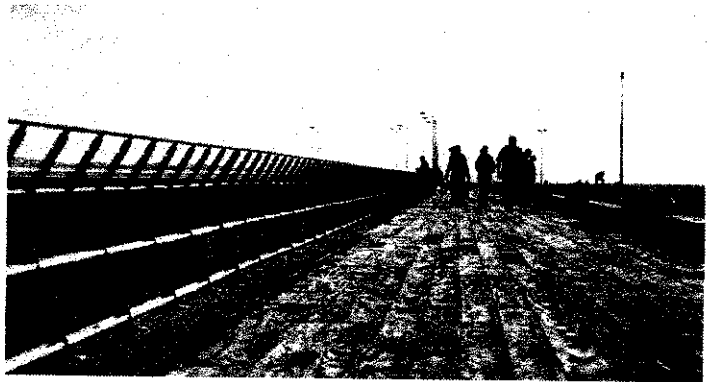
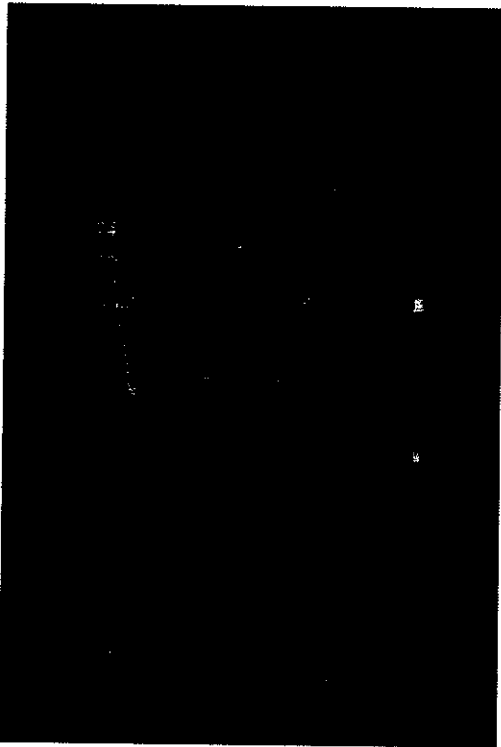
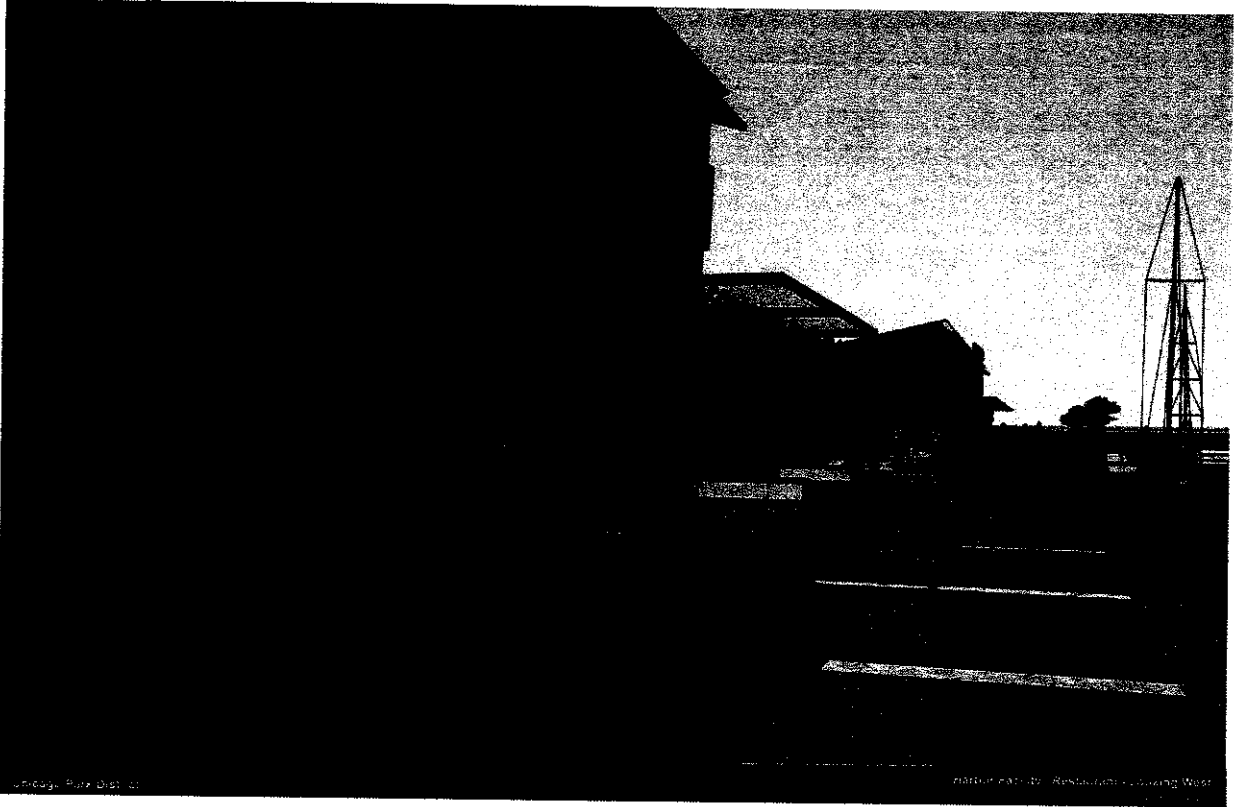
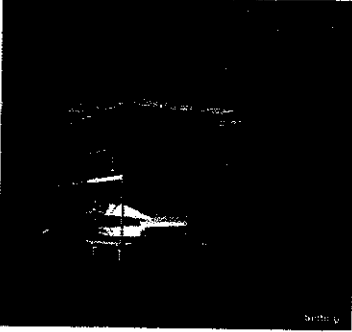


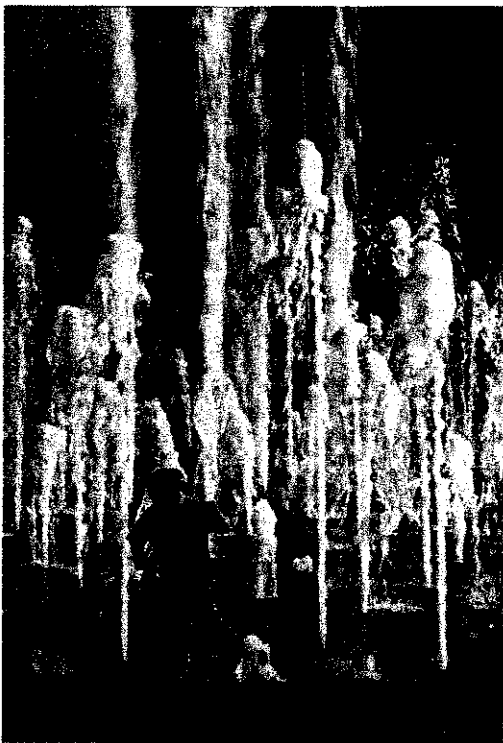
Image: Park Dept. of



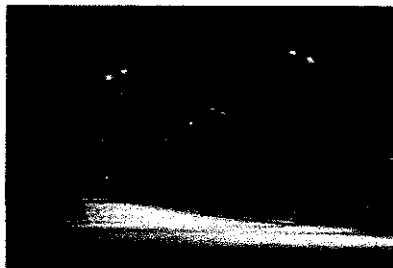


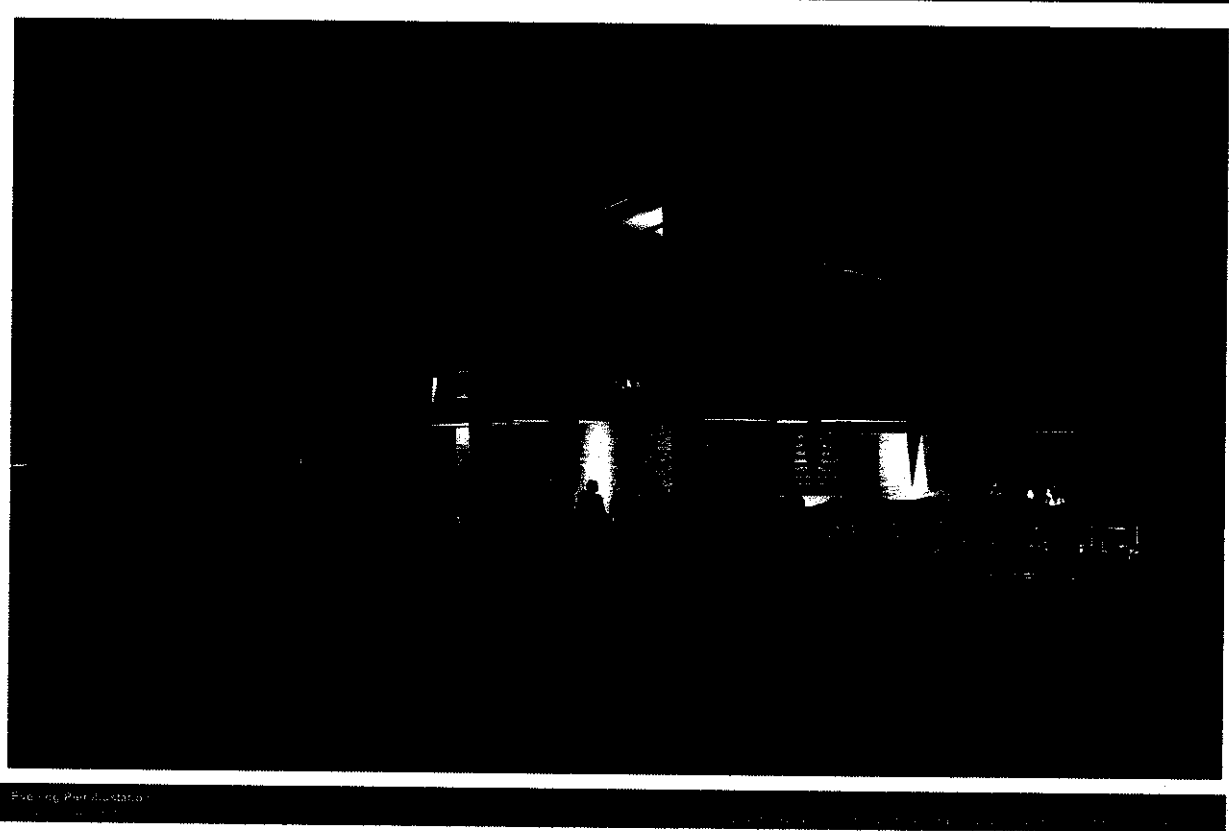
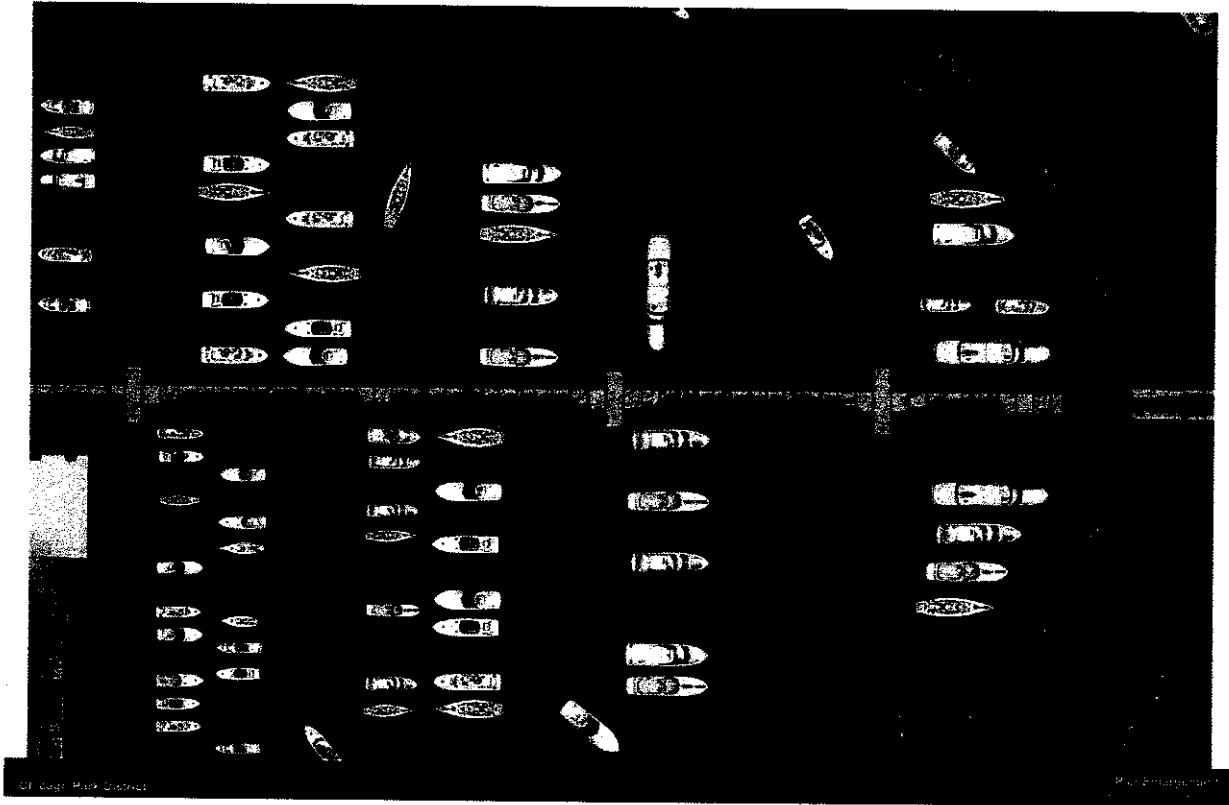
Chicago Park District

Restaurant interior



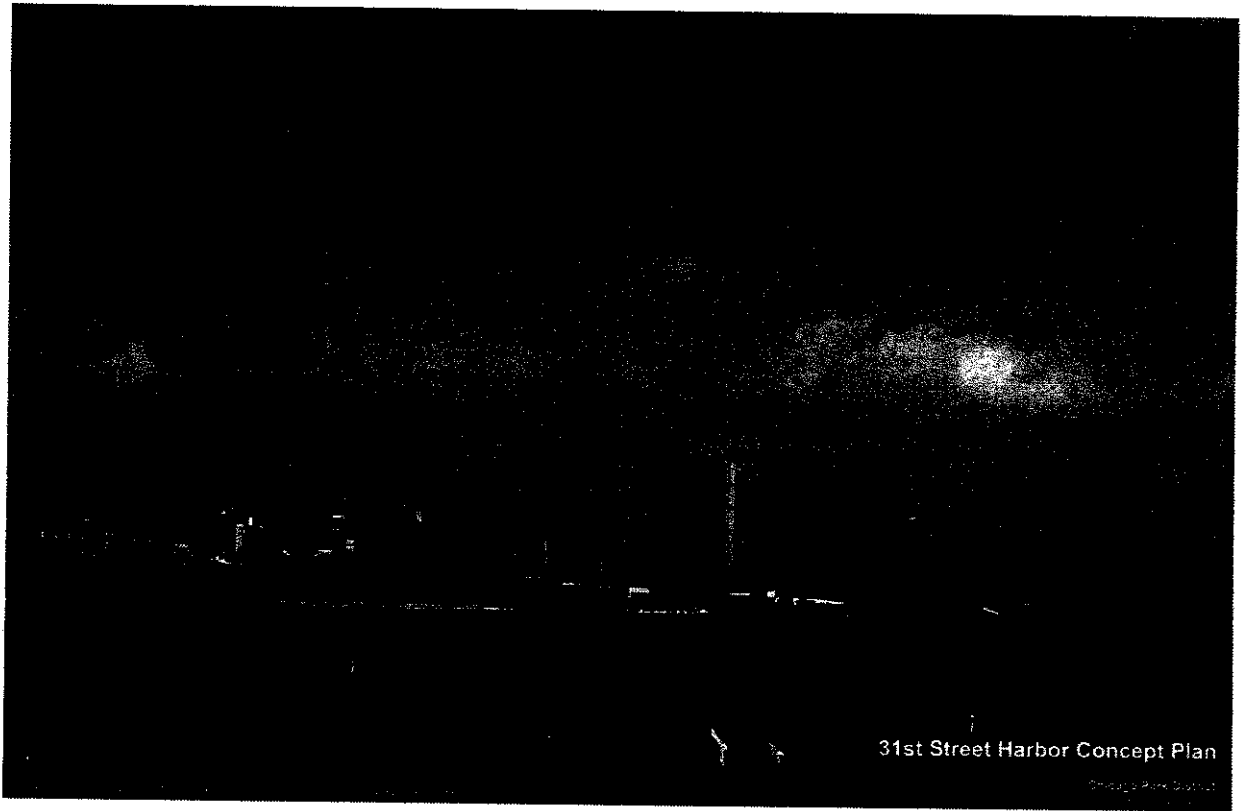
Pine Desert, Oregon







Chicago Park District Learning Center Station

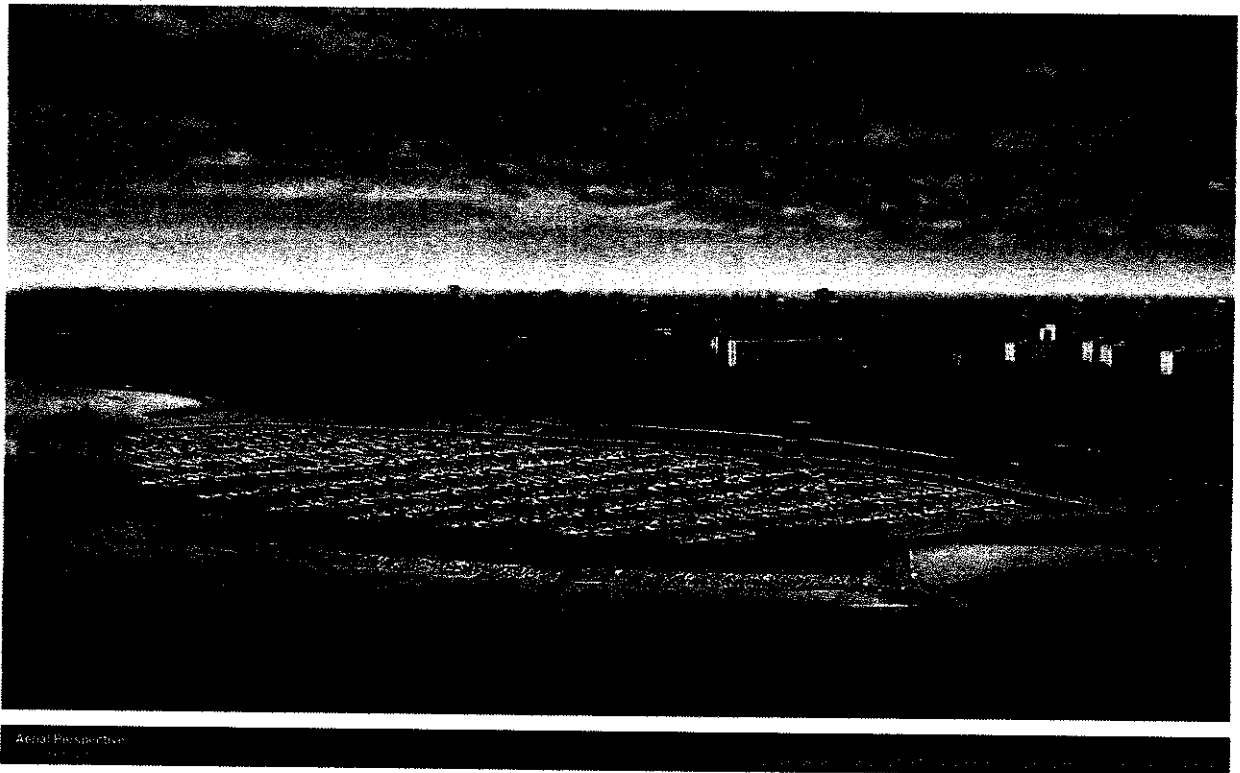


31st Street Harbor

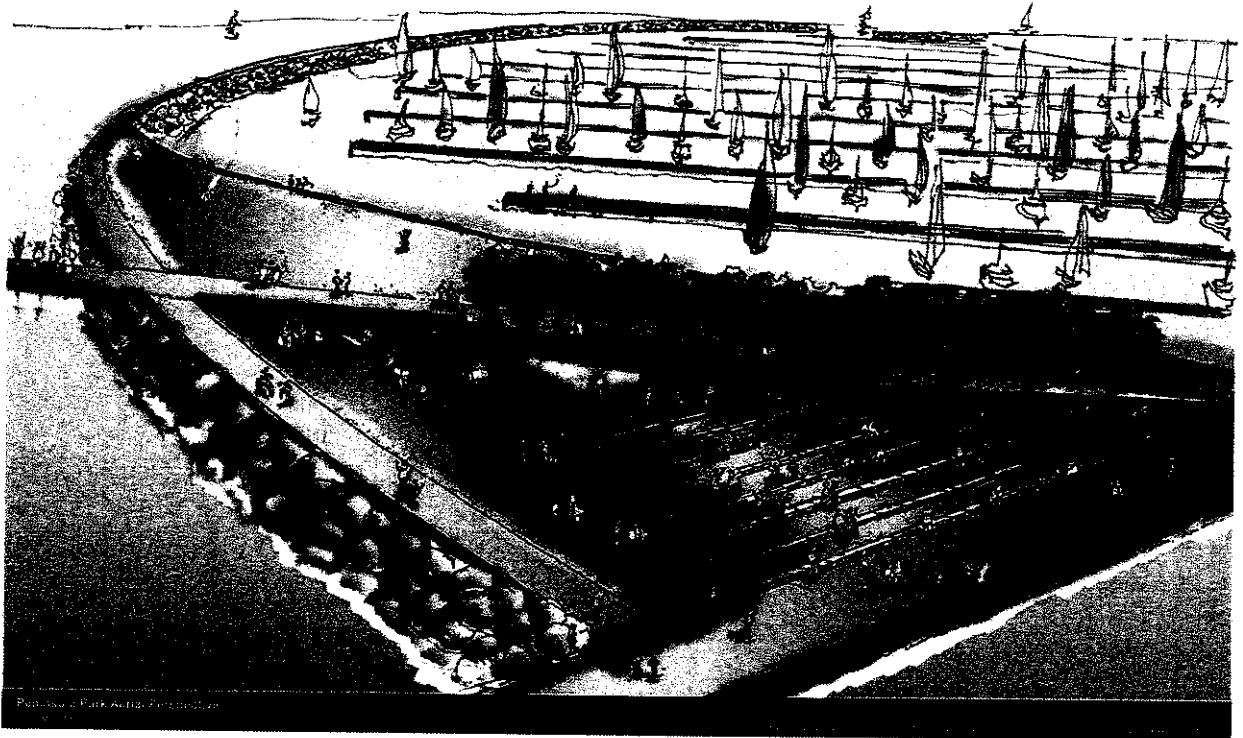
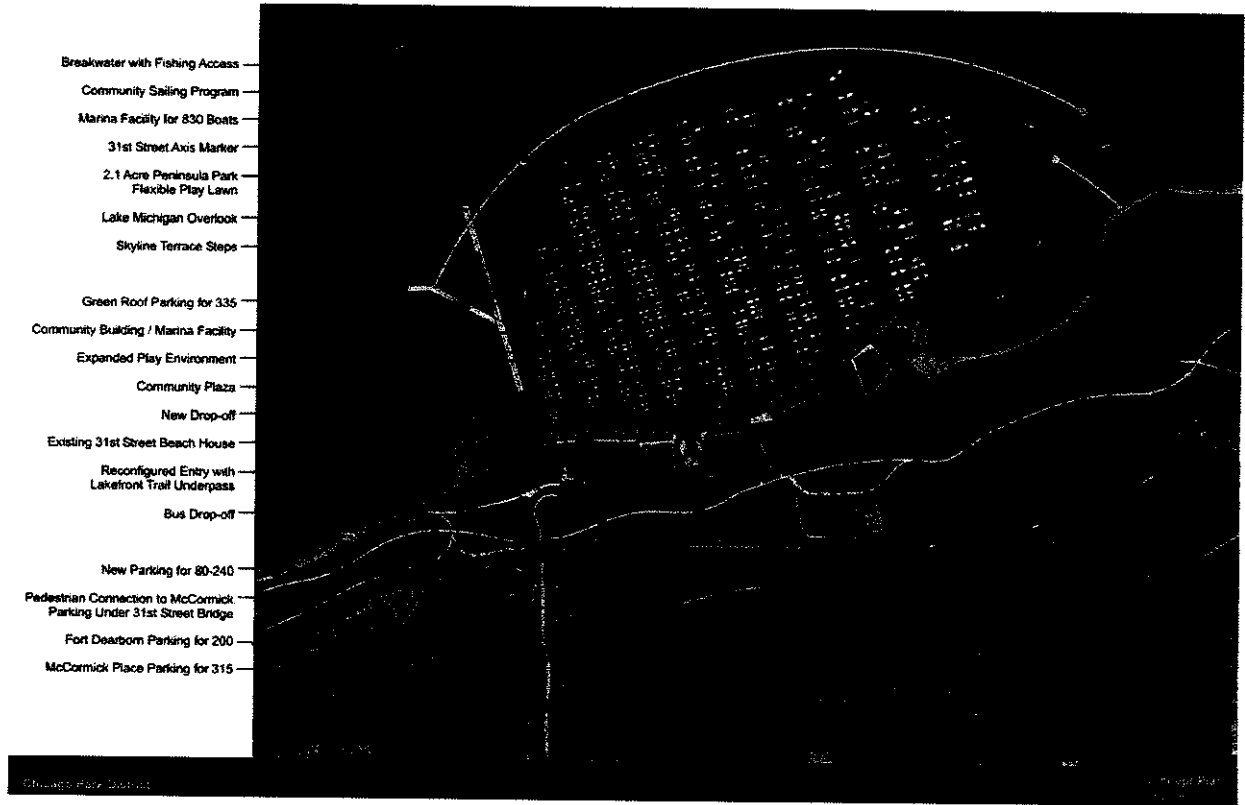


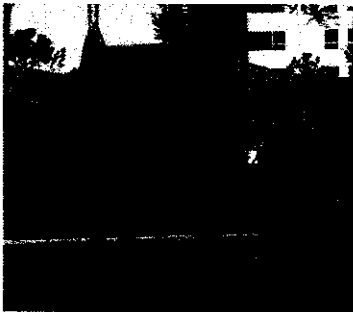
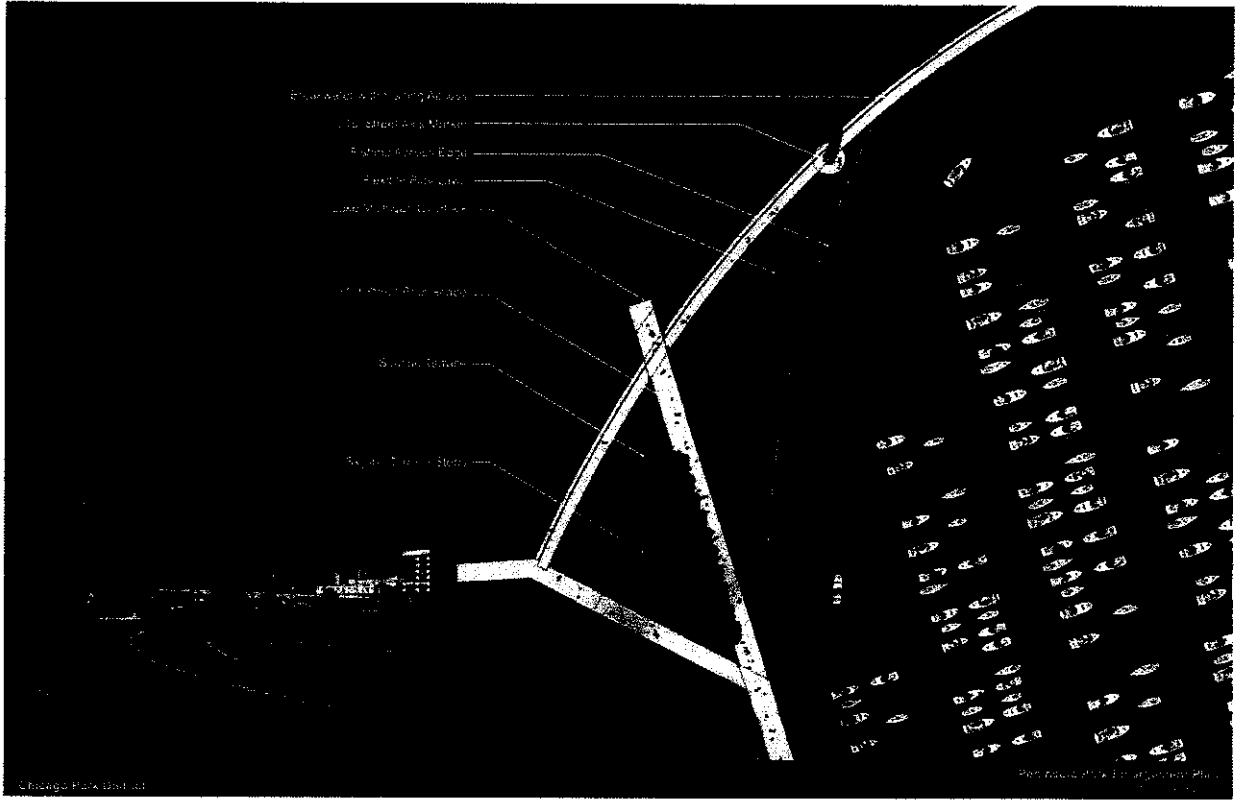
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Aerial View

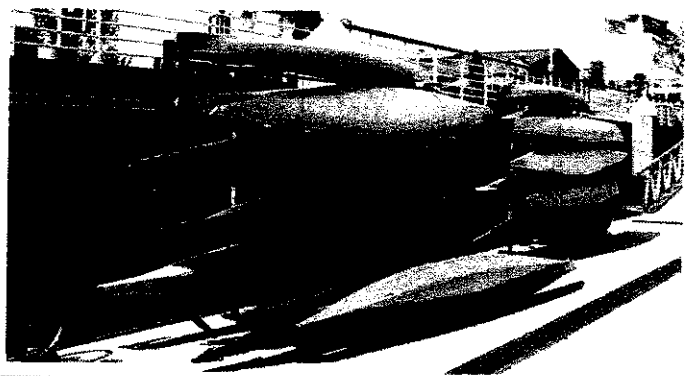
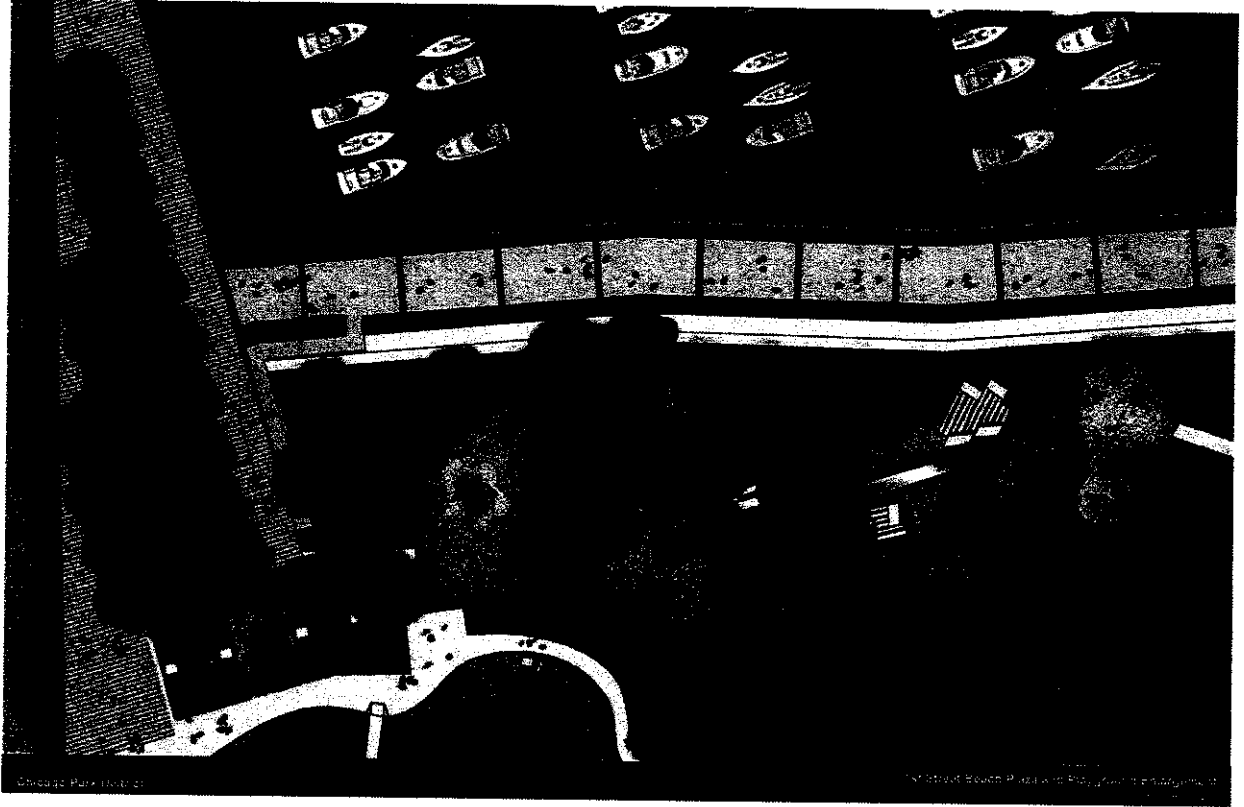


Aerial Perspective

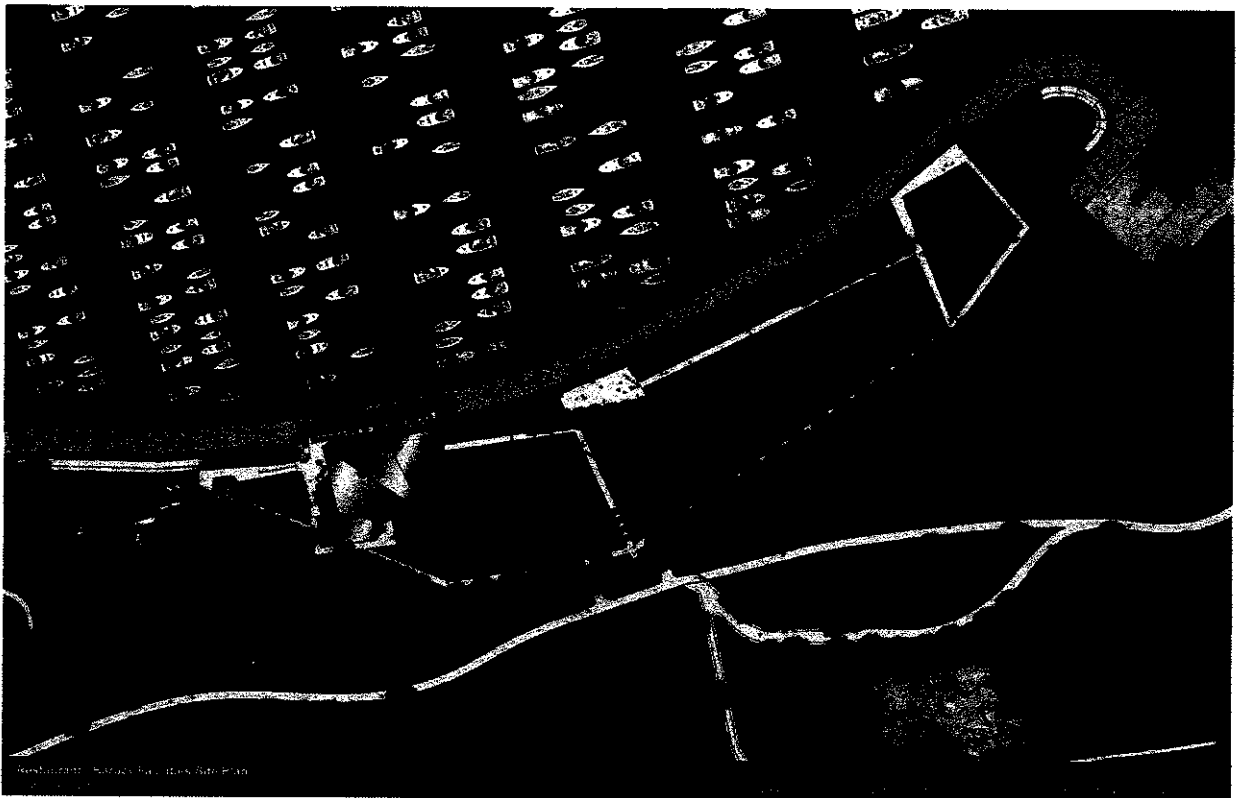
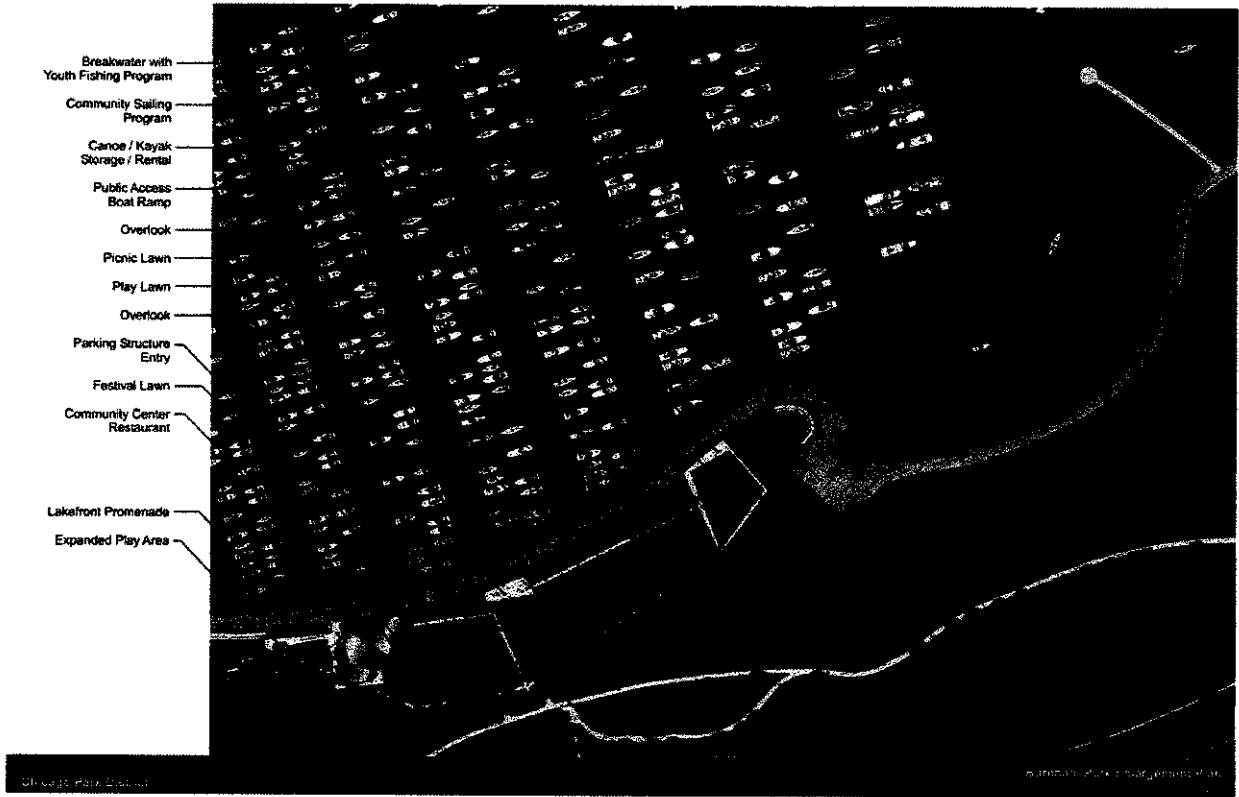


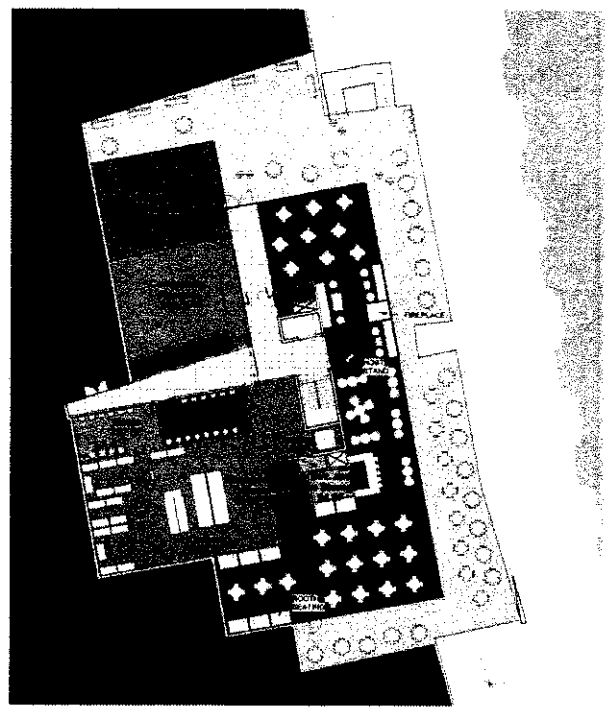
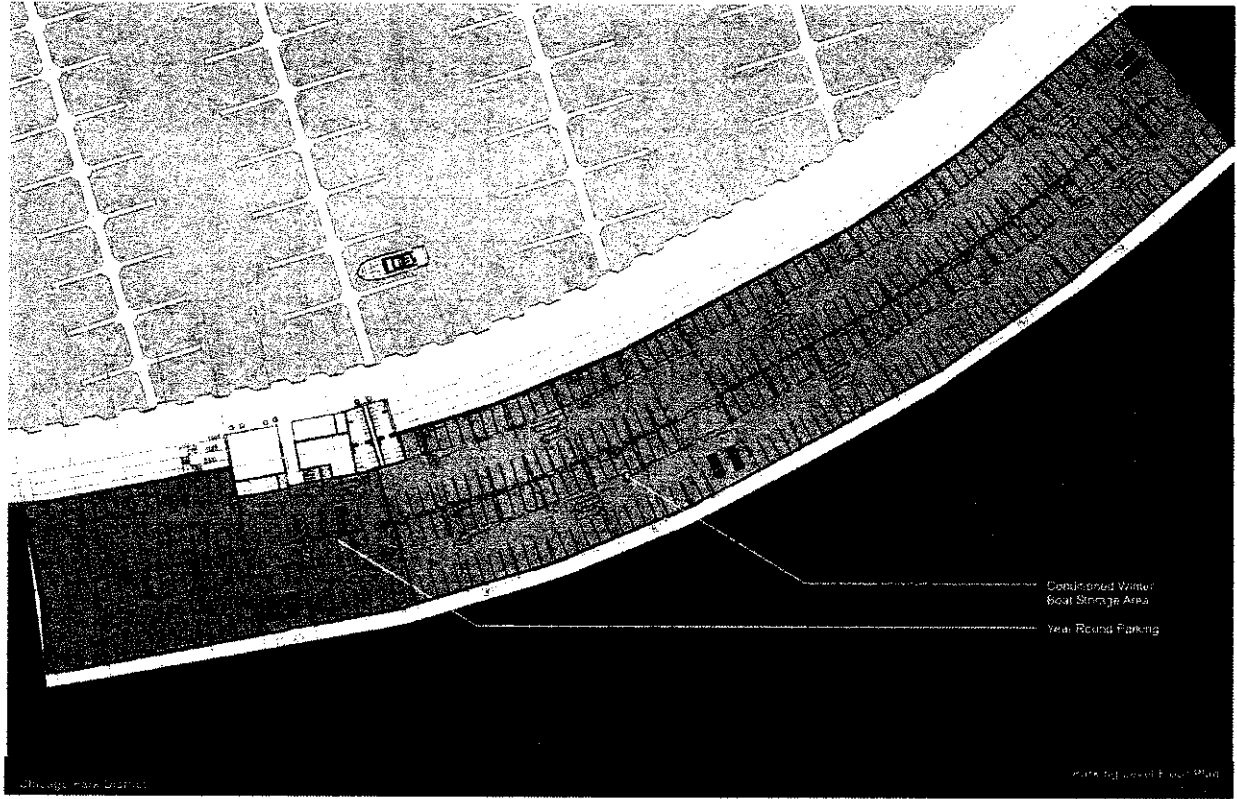


Play board or desk? Concept imagery

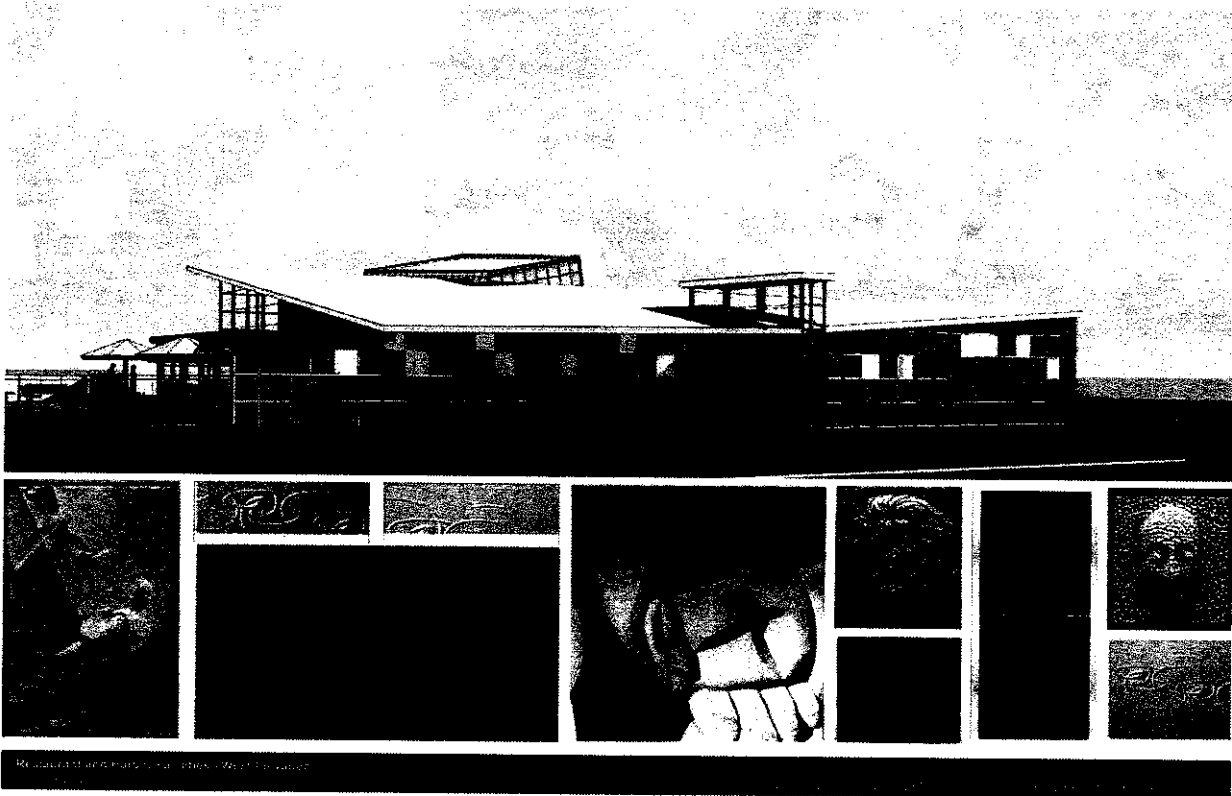
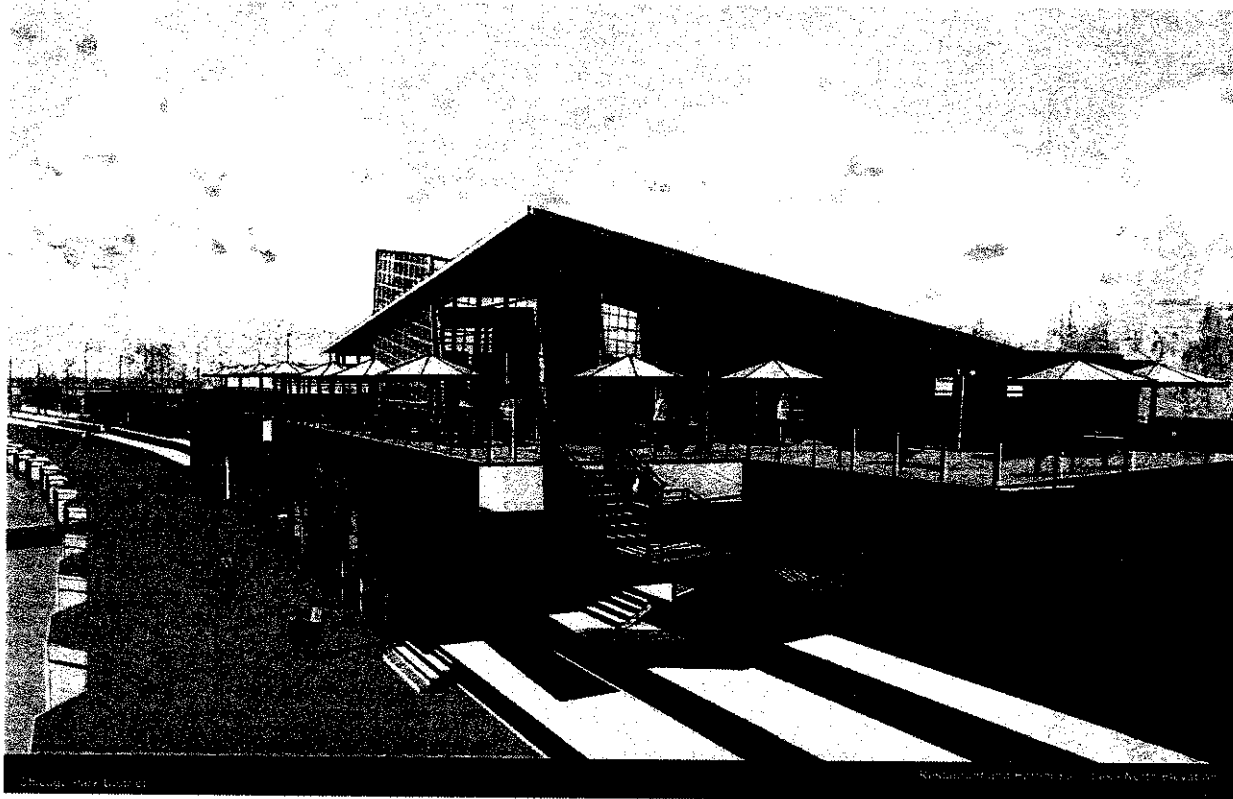


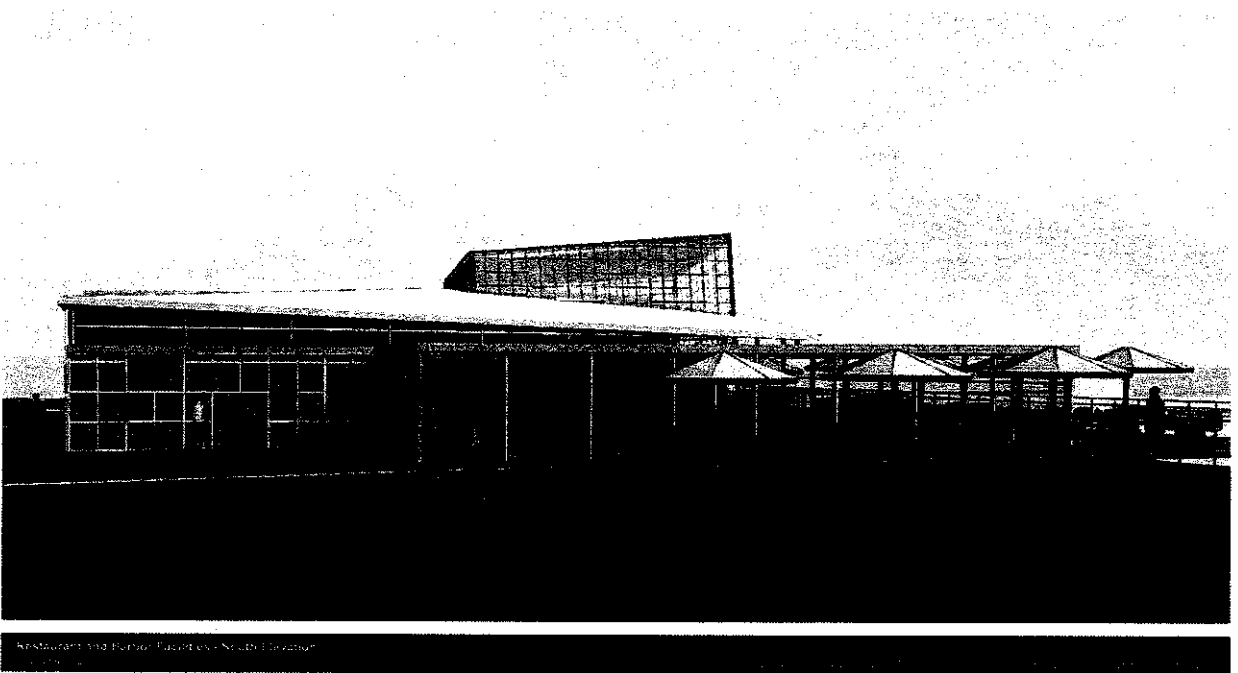
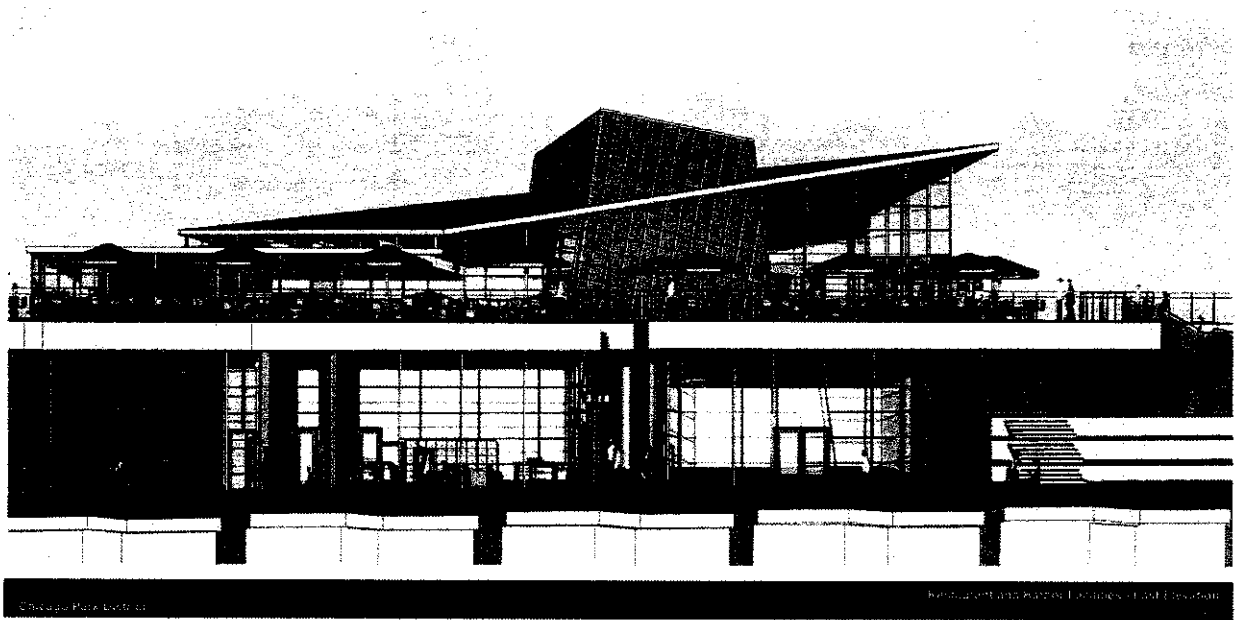
Community Access and Programs





Restaurants, Parking, and Green Roof Plans

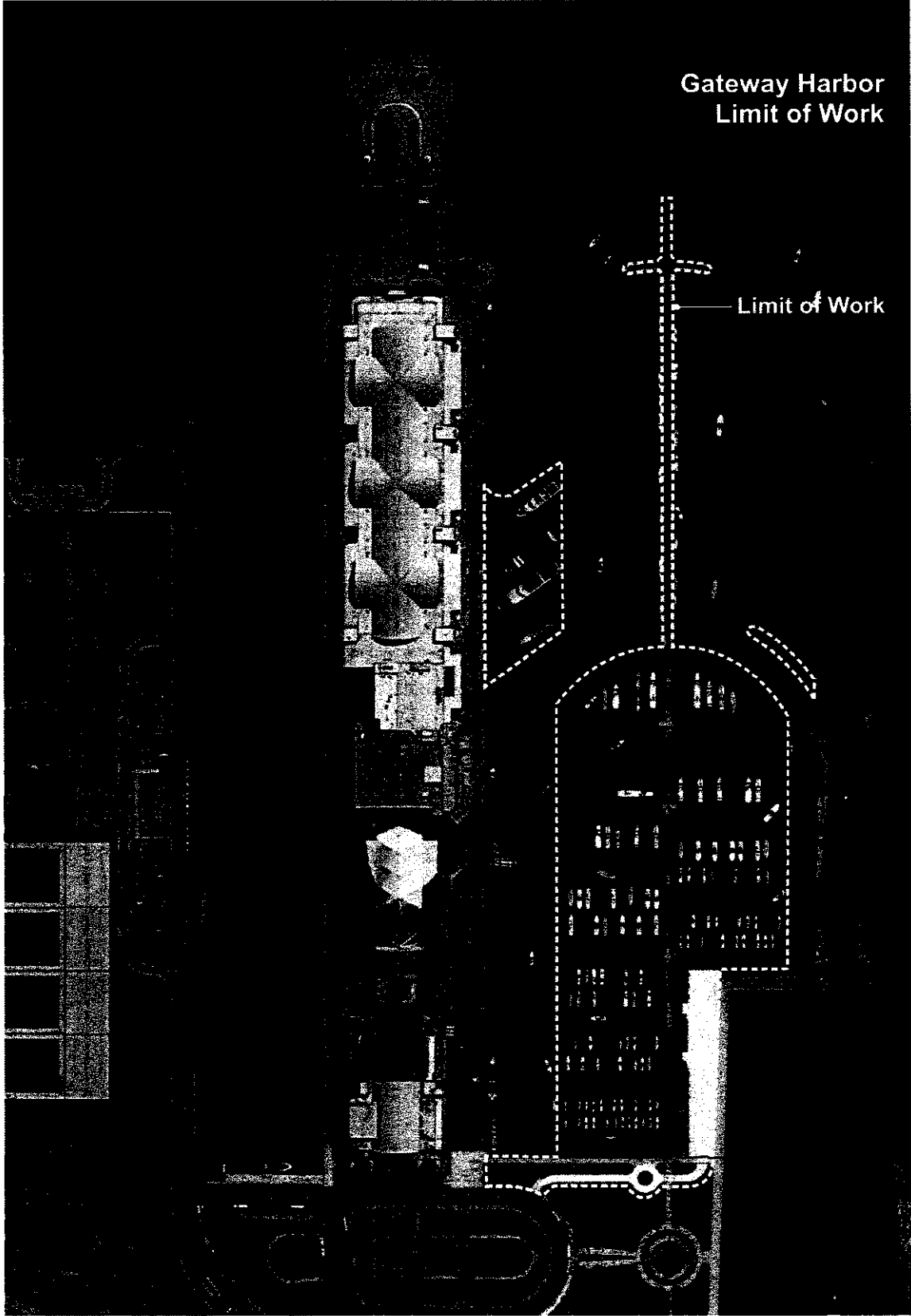


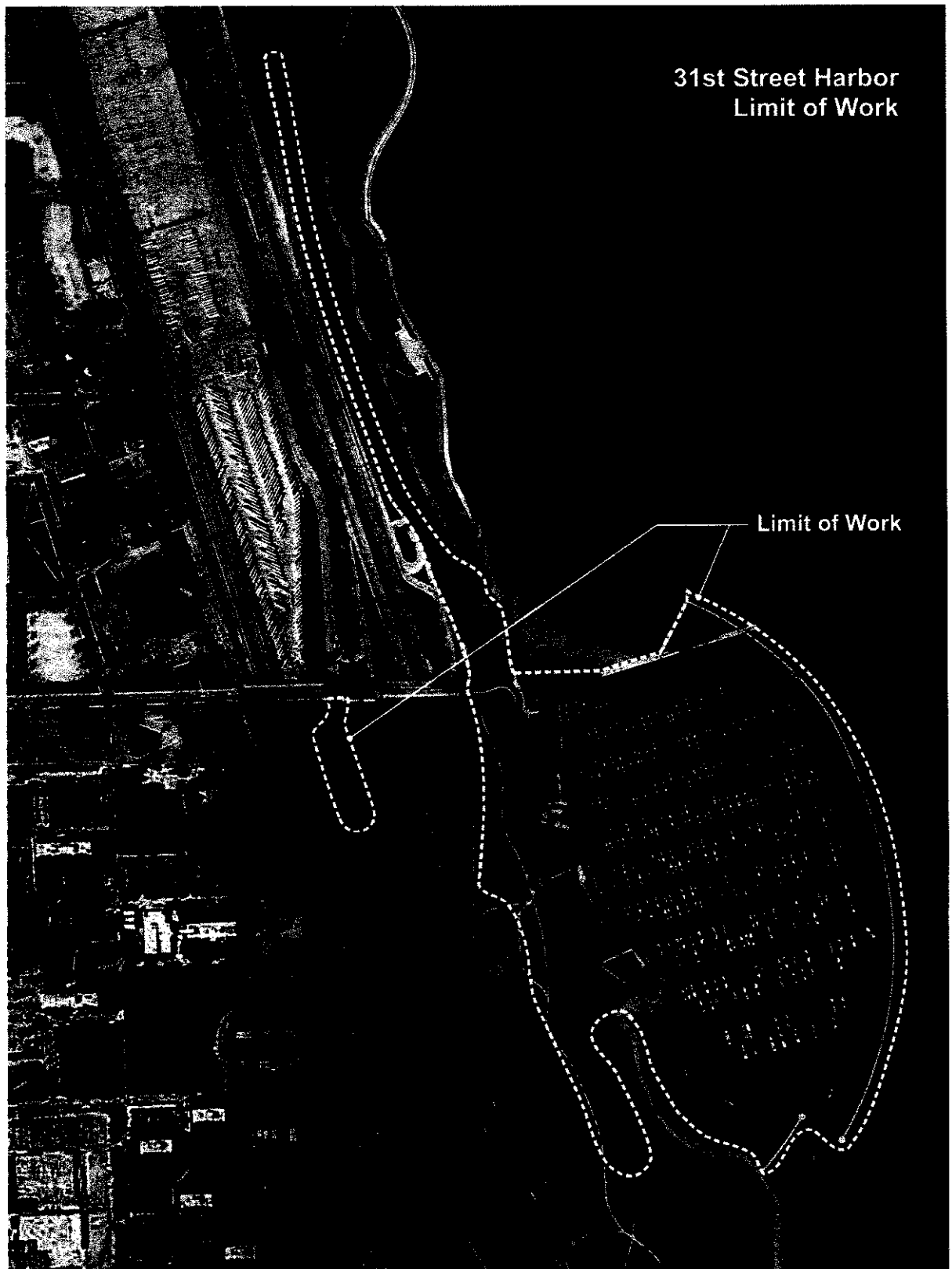




Chicago Park District

Restaurant and Harbor Pier Box - Boiling Hottown





ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)
07/31/2008

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Lori Bryson 213-348-5464
06510B-POLLU-CAS 2-09_10 DENVE A1 PRI

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

INSURED
EDAW, INC.
1809 BLAKE STREET
SUITE 200
DENVER, CO 80202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: N/A	N/A
INSURER B: N/A	N/A
INSURER C: N/A	N/A
INSURER D: American International Specialty Lines Ins Co	26883
INSURER E: N/A	N/A

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Per person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OPAGES \$
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (CI accident) \$ 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 \$ AGG \$
<input checked="" type="checkbox"/> EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED IF YES, CHECKED UNDER SPECIAL PROVISIONS below OTHER				WC STATUTE / OTHER TORT LIMITS EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
<input checked="" type="checkbox"/> CONTRACTORS POLLUTION LIABILITY	"CPL 181487" "CLAIMS MADE"	08/01/09	07/01/10	\$2,000,000 \$100,000 SIR DEFENSE INCLUDED

8/1/08 approved

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 RE: EDAW Project # 09190028.01 /CPD Gateway Harbor/ Project Name: The Gateway and 31st Street Harbor Program PST 1643
 THE COMMISSION, CHICAGO PARK DISTRICT, CITY OF CHICAGO, METROPOLITAN WATER RECLAMATION DISTRICT, METROPOLITAN PIER A EXPOSITION AUTHORITY AND ARMY CORP OF ENGINEERS ARE NAMED AS ADDITIONAL INSURED FOR THE POLLUTION COVERAGE.

CERTIFICATE HOLDER LOS-000887455-01

 THE PUBLIC BUILDING COMMISSION
 OF CHICAGO
 ATTN: RICHARD J. DALEY CENTER, ROOM 200
 50 WEST WASHINGTON STREET
 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 45 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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2009

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Lori Bryson 213-346-5464
06510B-POLLU-CAS2-09_10 DENVE AI PRI

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.

INSURED
EDAW, INC.
1809 BLAKE STREET
SUITE 200
DENVER, CO 80202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: N/A	N/A
INSURER B: N/A	N/A
INSURER C: N/A	N/A
INSURER D: American International Specialty Lines Ins Co	26883
INSURER E: N/A	N/A

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
X		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
X		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
X		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
D		OTHER CONTRACTORS POLLUTION LIABILITY	"CPL 1814870" "CLAIMS MADE"	06/01/09	06/01/10	\$2,000,000 \$100,000 SIR DEFENSE INCLUDED								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: EDAW Project # 09190028.01 / CPD Gateway Harbor/ Project Name: The Gateway and 31st Street Harbor Program PST 1643.
 THE COMMISSION, CHICAGO PARK DISTRICT, CITY OF CHICAGO, METROPOLITAN WATER RECLAMATION DISTRICT, METROPOLITAN PIER AND EXPOSITION AUTHORITY AND ARMY CORP OF ENGINEERS ARE NAMED AS ADDITIONAL INSURED FOR THE POLLUTION COVERAGE.

CERTIFICATE HOLDER LOS-000887455-01

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 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.

THE PUBLIC BUILDING COMMISSION
OF CHICAGO
ATTN: RICHARD J. DALEY CENTER, ROOM 200
50 WEST WASHINGTON STREET
CHICAGO, IL 60602

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
David Denihan

David Denihan

IMPORTANT

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

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2009

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Lori Bryson 213-346-5464
06510B-PROF-CAS*2-09_10 DENVE AI PRI

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.

INSURED
EDAW, INC.
1809 BLAKE STREET
SUITE 200
DENVER, CO 80202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: National Union Fire Ins Co Pittsburgh PA	19445
INSURER C: N/A	N/A
INSURER D: Illinois Union Insurance Co	27960
INSURER E: N/A	N/A

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO 5965891 01	04/01/09	04/01/10	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	X		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP 5965893 01	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	X		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	3323618	04/01/09	04/01/10	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				W/C STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D			ARCHITECTS & ENG. PROFESSIONAL LIABILITY	EON G21654693 *****CLAIMS MADE*****	04/01/09	04/01/10	\$10,000,000 PER CLAIM/AGGREGATE DEFENSE INCLUDED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: EDAW Project # 09190028.01 / CPD Gateway Harbor/ Project Name: The Gateway and 31st Street Harbor Program PST 1643.
 (SEE ADDITIONAL PAGE TEXT).

CERTIFICATE HOLDER LOS-000887425-01

CANCELLATION

THE PUBLIC BUILDING COMMISSION
OF CHICAGO
ATTN: RICHARD J. DALEY CENTER, ROOM 200
50 WEST WASHINGTON STREET
CHICAGO, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 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
of Marsh Risk & Insurance Services
David Denihan

David Denihan

IMPORTANT

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

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

ADDITIONAL INFORMATION		LOS-000887425-01	DATE (MM/DD/YY) 07/31/2009
PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Lori Bryson 213-346-5464 06510B-PROF-CAS*2-09_10 DENVE AI PRI			
	INSURERS AFFORDING COVERAGE		NAIC #
INSURED EDAW, INC. 1809 BLAKE STREET SUITE 200 DENVER, CO 80202	INSURER F:		
	INSURER G:		
	INSURER H:		
	INSURER I:		

TEXT

THE COMMISSION, CHICAGO PARK DISTRICT, CITY OF CHICAGO, METROPOLITAN WATER RECLAMATION DISTRICT, METROPOLITAN PIER AND EXPOSITION AUTHORITY AND ARMY CORP OF ENGINEERS ARE NAMED AS ADDITIONAL INSURED FOR THE GENERAL LIABILITY, AUTO LIABILITY AND EXCESS LIABILITY COVERAGE. SUCH INSURANCE AFFORDED SHALL BE PRIMARY INSURANCE AND ANY INSURANCE CARRIED BY CERTIFICATE HOLDER & ADDITIONAL INSURED SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE FOR GENERAL LIABILITY COVERAGE. A WAIVER OF SUBROGATION IS PROVIDED IN FAVOR OF THE COMMISSION, CHICAGO PARK DISTRICT, CITY OF CHICAGO, METROPOLITAN WATER RECLAMATION DISTRICT, METROPOLITAN ENGINEERS, THEIR RESPECTIVE BOARD MEMBERS, EMPLOYEES, ELECTED OFFICIALS, OR REPRESENTATIVES FOR THE GENERAL LIABILITY, AUTO LIABILITY AND EXCESS LIABILITY COVERAGE.

CERTIFICATE HOLDER

THE PUBLIC BUILDING COMMISSION OF CHICAGO ATTN: RICHARD J. DALEY CENTER, ROOM 200 50 WEST WASHINGTON STREET CHICAGO, IL 60602	
	<small>AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services</small> <i>David Denihan</i> David Denihan

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

4/1/2010

DATE (MM/DD/YYYY)

7/31/2009

PRODUCER Lockton Insurance Brokers, LLC
19800 MacArthur Blvd., Suite 550
CA License #0F15767
Irvine 92612
949-252-4400

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.

INSURED AECOM Technology Corporation
1075642 EDAW, Inc.
1809 Blake St., Ste. 200
Denver CO 80202

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of America

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES AECTE01 OE

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	TRJUB-4245B231-TIL-09 (AZ,MA,OR,WI) TC2JUB-4245B22A-TIL-09 (All Other States)	4/1/2009 4/1/2009 4/1/2009 4/1/2009	4/1/2010 4/1/2010 4/1/2010 4/1/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

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

Re: EDAW Project #09190028.01; CPD Gateway Harbor; Project Name: The Gateway and 31st Harbor Program, PST 1643. Waiver of Subrogation applies in favor of the Public Building Commission, City of Chicago Metropolitan Water Reclamation District, Metropolitan Pier and Exposition Authority, and the Army Corps of Engineers, their respective Board members, employees, elected and appointed officials, and representatives.

CERTIFICATE HOLDER

10612689
Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington St.
Chicago IL 60602

CANCELLATION [M100471]

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

AUTHORIZED REPRESENTATIVE



TRAVELERS

WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: TC2JUB-4245B22A-TIL-09

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH
THIS WAIVER**